GREATER ORLANDO AVIATION AUTHORITY

REQUEST FOR PROPOSALS (RFP)

RFP 08-22

ONLINE AUCTIONEER SERVICES

PROJECT DESCRIPTION: This RFP is for the collection, transportation, storage, and online auctioneer services for the Aviation Authority's surplus property, including, but not limited to: titled vehicles and equipment, miscellaneous items (office furniture, office equipment/machines, office supplies), and Lost and Found items.

Name: Janice K. Hughes, CPPB
Title: Senior Purchasing Agent
Email: Janice.Hughes@goaa.org
Phone: (407) 825-6425

Contractor:

George Gideon Auctioneers, Inc.
Jason Gideon, Asst. Treasurer
2753 N Hwy 441, Zellwood, FL 32798
P: 407/886-2211
Email: onlinesales@ggauctions.com

Contract

This Agreement/Contract is made and entered into effective as of the **1st** day of **April 2022**, by and between the **GREATER ORLANDO AVIATION AUTHORITY**, a public and governmental body, existing under and by virtue of the laws of the State of Florida, hereinafter called Aviation Authority, and **GEORGE GIDEON AUCTIONEERS, INC**., hereinafter called Contractor.

WITNESSETH, that the said Contractor, for and in consideration of the payments hereinafter specified and agreed to be made by the Aviation Authority, hereby covenants and ***agrees to furnish all labor, supervision, materials, supplies, tools, equipment, licenses, permits, internet auction website services, personal protective equipment, incidentals, insurance and all other items necessary or proper for, or incidental to, performing its obligations at the Orlando International Airport under*** **Purchasing Proposal 08-22 Online Auctioneer Services**, in accordance with the Contract Documents which consist of the Contract, Proposal Price Pages, the General Information, the Special Conditions, the Specifications, the Terms and Conditions, the Federal Provisions, any Addenda issued prior to the execution of the Contract, and the Request for Proposals, each of which are incorporated herein by this reference.

If the Contractor shall fail to comply with any of the terms, conditions, provisions, or stipulations of the Contract Documents, then the Aviation Authority may avail itself of any or all remedies provided in the Contract Documents, or which are otherwise available by applicable law or in equity, and shall have the right and power to proceed in accordance with the provisions thereof.

An extension of time for performance shall be the Contractor's sole and exclusive remedy for any delay of any kind or nature caused by Aviation Authority, and in no event shall Contractor be entitled to recover from Aviation Authority any indirect, incidental, special or consequential damages in any proceeding arising out of or relating to this Contract or the breach thereof.

It is also agreed and understood that the acceptance of the last payment pursuant to the Terms and Conditions for work performed hereunder by the Contractor shall be considered as a release in full of all claims against Aviation Authority and its members, officers, agents and employees arising out of, or by reason of, the Contract obligations or work.

In consideration of the Contractor's obligations set forth in the Contract Documents, Aviation Authority agrees to pay to the Contractor upon satisfactory completion of such obligations, and subject to the Contract provisions, the compensation as set forth in **Proposal Price Pages** subject to such additions and deductions as may be provided in the Contract Documents and any duly approved and executed amendments thereto.

IN WITNESS WHEREOF, the said **GREATER ORLANDO AVIATION AUTHORITY** has caused this Contract to be executed in its name by its Chief Executive Officer, attested by its Secretary or Assistant Secretary, and the said Contractor has hereunto set its hand and seal.

"AVIATION AUTHORITY"

GREATER ORLANDO AVIATION AUTHORITY

Kevin Thibault
Chief Executive Officer
Mar 23 2022 5:09 PM

By:_____ DocuSign

Its:_____

Date:_____

Official Seal

Attest: Anna Farmer
Assistant Secretary
Mar 24 2022 9:49 AM

DocuSign

_____
Secretary

WITNESSED BY:

Amy Rushard
Asst. Secretary

"CONTRACTOR"

George GIDEON Auctioneers, Inc

(Name of Contractor)

By:_____(Seal)
(Signature of Owner or General Partner)

Its: PRESIDENT
(Title)

George GIDEON
Name of Owner or General Partner Printed or Typed

Date: 2/8/2022

Approved as to Form and Legality
this 18 day of March, 2022
Nelson Mullins Riley & Scarborough, LLP
By_____
Greater Orlando Aviation Authority

FEES FOR ONLINE AUCTIONEERING SERVICES

1. **Titled Vehicles and Equipment Percentage of the adjusted gross revenue per Auction***

Year 1	April 1, 2022 – March 31, 2023	14	%
Year 2	April 1, 2023 – March 31, 2024	15	%
Year 3	April 1, 2024 –March 31, 2025	15	%

2. **Miscellaneous Items Percentage of the adjusted gross revenue per Auction***

Year 1	April 1, 2022 – March 31, 2023	35	%
Year 2	April 1, 2023 – March 31, 2024	40	%
Year 3	April 1, 2024 –March 31, 2025	40	%

3. **Lost and Found Items Percentage of the adjusted gross revenue per Auction***

Year 1	April 1, 2022 – March 31, 2023	60	%
Year 2	April 1, 2023 – March 31, 2024	65	%
Year 3	April 1, 2024 –March 31, 2025	65	%

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

Request for Proposal (RFP)
for
Online Auctioneer Services
Greater Orlando Aviation Authority
Orlando, FL

RFP No.: 08-22
Bid Date: Tuesday, October 12, 2021, 11:00AM

Submitted to:

Greater Orlando Aviation Authority
Janice K. Hughes, CPPB
Senior Purchasing Agent
Purchasing Department
8652 Casa Verde Road, Building 811
Orlando, FL 32827-4338
P: 407/825-6425
Email: Janice.Hughes@goaa.org

Submitted By:

George Gideon Auctioneers, Inc.
P.O. Box 1179
Zellwood, FL 32798-1179
www.ggauctions.com

Contact Person:

Jason Gideon, Asst. Treasurer
P: 407/886-2211 F: 407/886-2248
Email: onlinesales@ggauctions.com

TAB 1

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TAB 2

Ms. Janice K. Hughes, CPPB

Greater Orlando Aviation Authority
Senior Purchasing Agent
8652 Casa Verde Road
Building 811
Orlando. Fl. .32827

Ms. Hughes:

Thank you for the opportunity to submit this Auction Services proposal for the disposal of surplus vehicles, equipment, and miscellaneous items to The Greater Orlando Aviation Authority.

In this proposal we will provide to The Greater Orlando Aviation Authority our proven concepts and details of our management philosophy as well as utilization of our On-Line Auction skills to perform successful sales of your assets. Thru our On-Line Auction Sales, we have an average of 86% of items sold go to end users and not businesses or dealers. We pride ourselves in marketing your items to reach not just your constituents consistently, but also the highest paying bidders which are end users.

George Gideon Auctioneers, Inc. has over forty (40) years of experience working for Governmental Entities throughout the Southeastern and the Central United States, which is a testament to our ability to conduct successful and profitable On-Line Auctions for The Greater Orlando Aviation Authority. We are licensed to conduct Auctions in the State of Florida, as well as a licensed Auto Dealer in The State of Florida, for vehicle title transfers. Our experience has given us the following and data base to attract buyers for The Greater Orlando Aviation Authority's surplus throughout the entire United States and Foreign Counties.

The staff of **George Gideon Auctioneers, Inc**. has over 150 combined years of experience in conducting successful Governmental Auctions. We pride ourselves in the teamwork of our employees and the professional and friendly way they perform their duties. They personify Service and are a complement to our Mission Statement and to you, our client. Our Mission Statement is, *"As a Service Company, our ability is surpassed only by our desire for success. We pledge to our clients the respect and honor they deserve, because in the end, our success is directly linked to their success."*

Our experience with Governmental Entities makes us aware of the multitude of legal requirements to maintain an audit trail for all surplus items. Our customized multi-user computer software gives The Greater Orlando Aviation Authority, our client, this tracking and On-Line sales ability.

The individuals with **George Gideon Auctioneers, Inc.**that are willing and authorized to commit the Company by signature, within 10 (ten) days from the Intent to Award, are George Gideon, President, Amy Reinhard, Operations Manager, and Jason Gideon, Online Auction Manager. We may be reached at PO Box 1799, Zellwood, FL 32798-1799, location 2753 N Hwy 441, Zellwood, FL 32798 or by phone at 407-886-2211, or e-mail admin@ggauctions.com.

George Gideon Auctioneers, Inc has no conflicts of interest with the Aviation Authority.

Enclosed in this proposal you will find certificates of Florida Business licenses.

If you have any questions as to how we may serve you, please feel free to contact me.

Sincerely,

George Gideon
George Gideon Auctioneers, Inc.
407/886-2211
george@ggauctions.com

Company Information

1 Contact name and complete contact information of individual responsible for account ("Lead Individual").

- Jason Gideon, 407-886-2211, onlinesales@ggauctions.com

2 Address of the Proposer's Auction Storage Site.

- 2753 N HWY 441, Zellwood FL 32798

3 Type of organization (corporation, sole proprietor, partnership, other).

- S-Corp

4 State of Florida Department of Business and Professional Regulation, Florida Board of Auctioneers Business License.

- Please see Tab 7 attachments for proof of documentation of the requested License

5 State of Florida Department of Highway Safety and Motor Vehicles, Independent Dealer in Motor Vehicle License.

- Please see Tab 7 attachments for proof of documentation of the requested License

6 Valid local business tax receipt or occupational license.

- Please see Tab 7 attachments for proof of documentation of the requested License

7 Copy of current automobile automotive dealer license.

- Please see Tab 7 attachments for proof of documentation of the requested License

8 Auctioneer's License (AU and AB licenses).

- Please see Tab 7 attachments for proof of documentation of the requested License

TAB 3

Proposer's knowledge and experience

1. Similar Contracts

Volusia County, Florida	
Date of services	From 3/1997 to current
Description of services	We provide for Volusia County Internet Auctions. All of the items that are Auctioned for Volusia County are transported to our Facility by our contract carriers.
Sales volume	$1,200,000.00 plus annually

Lake County, Florida	
Date of services	From 6/1997 to current
Description of services	We provide for Lake County Board of County Commissioners On-Line Auctions. All of the items that are Auctioned for Lake County Board of County Commissioners are transported to our Facility by our contract carriers.
Sales volume	$600,000 plus annually

Orange County Public Schools, Florida	
Date of services	From 5/1998 to current
Description of services	We provide for Orange County Public Schools On-Line Auctions. All of the items that are Auctioned for Orange County Public Schools are transported to our Facility by our contract carriers or sold on-site.
Sales volume	$900,000 plus annually

2. Company Track Record

George Gideon Auctioneers, Inc. has over forty (40) years of experience working for Governmental Entities throughout the Southeastern and Midwestern United States which is a testament of our ability to conduct successful and profitable On-Line Auctions.

The staff of **George Gideon Auctioneers, Inc**. (13 full time employees) has over 150 combined years of experience in conducting successful Governmental Auctions. We pride ourselves in the teamwork of our employees and the professional and friendly way they perform their duties. They personify Service and are a complement to our Mission Statement and to you our client. Our Mission Statement is, *"As a Service Company, our ability is surpassed only by our desire for success. We pledge to our clients the respect and honor they deserve, because in the end, our success is directly linked to their success."*

Our experience with Governmental Entities makes us aware of the multitude of legal requirements to maintain an audit trail for all surplus items. Our customized multi-user computer software gives you, our client, this tracking and On-Line sales ability.

The individuals with **George Gideon Auctioneers, Inc**. authorized to commit the Company by signature are George Gideon, President, Amy Reinhard, Office Manager, and Jason Gideon, Online Auction Manager. We may be reached at PO Box 1179, Zellwood, FL 32798-1179, office location 2753 N Hwy 441, Zellwood, FL 32798 or by phone at 407-886-2211, or e-mail admin@ggauctions.com.

3. Buyers

As all of our items are sold online, we have a shared database in excess of 40,000 buyers that are able to see each and every Auction. Our items sold can range from: heavy equipment, vehicles, golf carts, office furniture, electronics, and many more categories.

4. Auction Dates

We have Auctions every Monday and Tuesday night except for Federal Holidays and the middle-end of December.

References

1. References

Please see tab 7 for the reference's attachment

2. Contract/Agreement termination

George Gideon Auctioneers Inc. has never had a contract terminated prior to the end of the agreement term.

TAB 4

Online Auction Services Plan

1. Advertising

Advertising for the Auction is an area that **George Gideon Auctioneers, Inc.** excels in. It is of upmost importance that exposure of Vehicles, Equipment and Miscellaneous particular to Government Entities be handled by an Auction Company that specializes in sales for Government Entities and their fleet vehicles. We advertise via the Internet using our list of email-based buyers, and through many Auction related websites and Auction buyer's informational platforms as well as from our website, www.ggauctions.com.

George Gideon Auctioneers, Inc. advertises for Auctions using many of the following methods, such as but not limited to:

- Targeted Auction Emailing
  - Specialty Buyers list
  - From previous Auctions
  - By request
- National Trade Journals
- Emails to Specific Buyers
- Website Listings
- Social Media
  - Facebook
  - Twitter
  - Instagram
- Auction Facility Traffic. **George Gideon Auctioneers, Inc.** sales facility is located on a major State of Florida Highway with approximately 100,000+ traffic count weekly

George Gideon Auctioneers, Inc. will advertise vehicle and equipment Auctions in National Trade Journals, when warranted, both in On-Line Editions and print, such as, but not limited to:

- Rock & Dirt
- Contractors Hotline
- Equipment Trader
- Electrical Equipment Advertiser
- Construction Equipment Guide

George Gideon Auctioneers, Inc. will also advertise Auctions for The Greater Orlando Aviation Authority on the Internet using our Company website www.ggauctions.com. This website is accessible via all the major search engines of the World Wide Web (mobile and PC), along with photos of the various vehicles and equipment. We also maintain an e-mail database of buyers who are automatically notified prior to each Auction.

George Gideon Auctioneers, Inc. will also post the date, time, location, and list of The Greater Orlando Aviation Authority Auctions on numerous Web bulletin boards and social media such as, but not limited to:

A. Sample Advertisements

Sample Brochures

Front of Brochure

PUBLIC AUCTION
LARGEST FLORIDA BASED
ONLINE GOVERNMENT
SURPLUS AUCTION COMPANY
WWW.GGAUCTIONS.COM

We Auction "On-Line" retired vehicles, equipment and miscellaneous items for the Cities of Altamonte Springs, Apopka, Bunnell, Casselberry, Cocoa, DeLand, DeBary, Edgewater, Eustis, Fruitland Park, Groveland, Kissimmee, Lake Helen, Lake Mary, Leesburg, Mascotte, Maitland, Mount Dora, New Smyrna, Oviedo, Orange City, Palm Bay, Palatka, Ponce Inlet, Saint Cloud, Sanford, South Daytona, The Villages, Umatilla, Winter Park and Winter Springs, Counties of Lake, Osceola, Seminole, Sumter and Volusia School District of Brevard, Flagler, Lake, Nassau, Seminole, Orange, Osceola and Volusia Sheriff's Offices of Brevard, Lake, Osceola, Seminole and Volusia Tax Collectors of Brevard, Hernando, Lake, Orange, Osceola and Volusia, Towns of Astatula, Howey in the Hills, Lady Lake, Oakland and Ponce Inlet, Clay Electric Co-Op, Sumter Electric Co-Op, Greater Orlando Aviation Authority, Titusville Cocoa Airport Authority, Kissimmee Utility Authority, Orlando Utility Authority, Metro Plan Orlando, Central Florida Expressway Authority, Local Area Business and Many Others!

Terms: Full payment due within 3 days of Auction end date. Cash, company or personal checks accepted *Only* with a Bank Letter of Guarantee!

Location: 2753 N. Orange Blossom Trail (Hwy 441)
Zellwood, FL (Orlando Area) MAP ON THE REVERSE SIDE

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

Open Monday - Friday 9:00 a.m. - 4:00 p.m.

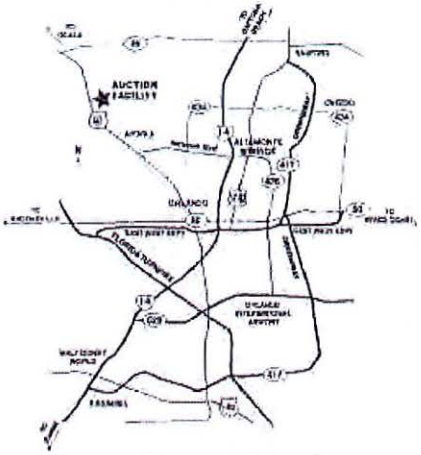
407/886-2211
www.ggauctions.com

Back of Brochure

GEORGE GIDEON
AUCTIONEERS, INC.
PUBLIC AUCTION FACILITY

All Sales On-Line At
WWW.GGAUCTIONS.COM

2753 O.B.T. (Hwy 441) Zellwood, FL
407/886-2211 • (fax) 407/886-2348
AB1501/AU672



For more detailed information, please visit our web site at
www.ggauctions.com

Directions:

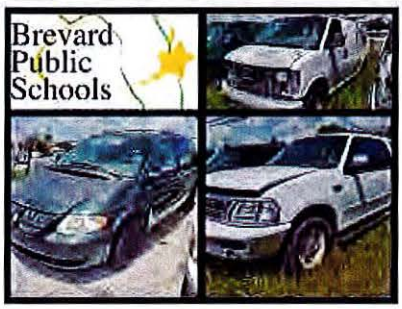
From Miami: Take the Florida Turnpike North past Orlando, to Exit 267A, Hwy 429 to Apopka, follow 429 until it ends, at Hwy 441, left on Hwy 441 for 5 miles, we are on the right.

From Jacksonville: Take I-95 to I-4, go West on I-4 to Altamonte Springs (Orlando Area), exit Hwy 436, turn right (West), Hwy 436 will end at Hwy 441, continue West on Hwy 441 through Apopka past Hwy 429, 5 miles, we are on the right.

From Tampa: Take I-4 East to Orlando, exit Hwy 441, (before Downtown Orlando), turn left, North approximately 20 miles to Zellwood, we are on the right.

From Ocala: Take Hwy 441 South through Leesburg, Tavares and Mt. Dora. We are on the left approximately 7 miles from Mt. Dora, or take Hwy 75 to the Florida Turnpike, South on the Turnpike to Exit 267, Hwy 429 North to Apopka, Hwy 429 ends at Hwy 441, left, west on Hwy 441 5 mile, we are on the right.

GEORGE GIDEON AUCTIONEERS, INC. WEBSITE (WWW.GGAUCTIONS.COM)



BREVARD COUNTY SCHOOLS: SUVS, VANS & CARS!!!
VEHICLES

Starts: Fri Oct 01 2021 1:00 AM
Ends : Tue Oct 12 2021 7:00 PM

6 Items BID NOW / VIEW

SUMTER ELECTRIC CO-OP: 2014 JEEP PATRIOT!!!
VEHICLES

Starts: Fri Oct 01 2021 1:00 AM
Ends : Tue Oct 12 2021 6:35 PM

1 Items BID NOW / VIEW

C FL AGENCIES & OTHER ENTITIES: 2001 CHEVY MALIBU!!!
VEHICLES

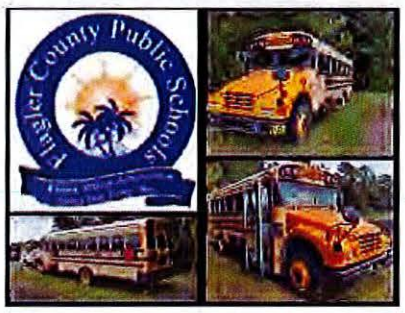
Starts: Fri Oct 01 2021 1:00 AM
Ends : Tue Oct 12 2021 6:40 PM

1 Items BID NOW / VIEW

C FL AGENCIES & OTHER ENTITIES: KITCHEN APPLIANCES, DECORATIONS, TOOLS & MORE!!!
MISCELLANOUS

Starts: Fri Oct 01 2021 1:00 AM
Ends : Mon Oct 18 2021 6:00 PM

29 Items BID NOW / VIEW



FLAGLER COUNTY SCHOOLS: 2006 BLUE BIRD HANDY SCHOOL BUS!!! 5% BUYERS PREMIUM
VEHICLES

Starts: Fri Oct 01 2021 1:00 AM
Ends : Tue Oct 12 2021 6:45 PM

1 Items BID NOW / VIEW

VOLUSIA COUNTY: SIGN TRAILER, GOLF CARTS, BUSH HOGS & MORE!!!
VEHICLES,EQUIPMENT

Starts: Fri Oct 01 2021 1:00 AM
Ends : Tue Oct 12 2021 6:55 PM

7 Items BID NOW / VIEW

GREATER ORLANDO AVIATION AUTHORITY: AIRPORT LOST & FOUND OCT '21!!!
MISCELLANOUS

Starts: Fri Oct 01 2021 1:00 AM
Ends : Mon Oct 18 2021 5:55 PM

156 Items BID NOW / VIEW

CITY OF PALM BAY: 2010 CHEVY IMPALA!!!
VEHICLES

Starts: Wed Sep 01 2021 1:00 AM
Ends : Tue Oct 12 2021 6:25 PM

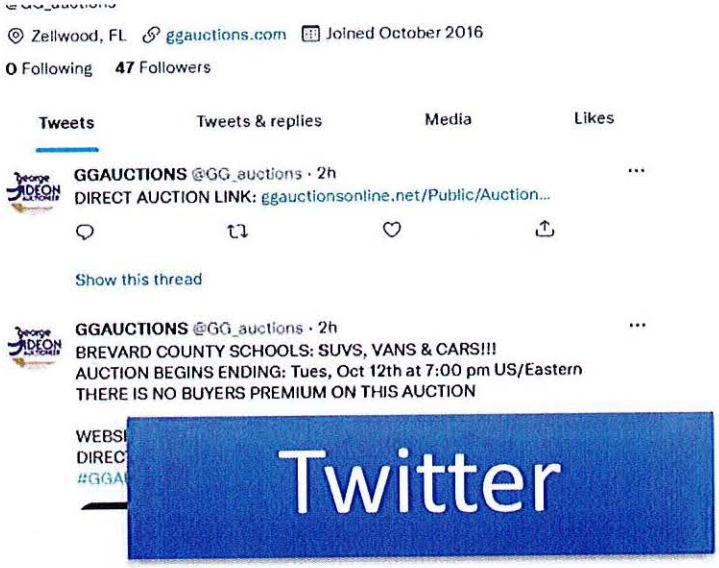
1 Items BID NOW / VIEW

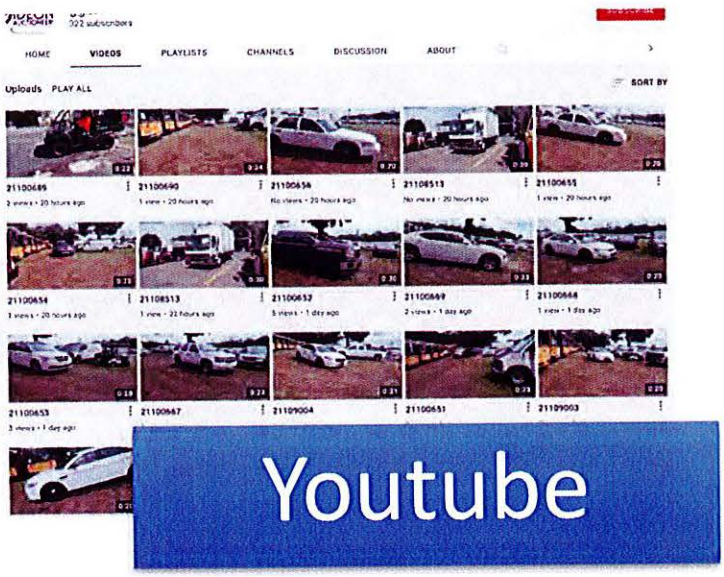
VOLUSIA COUNTY: 1996 GRADALL XL5100!!!
EQUIPMENT

Starts: Wed Sep 01 2021 1:00 AM
Ends : Tue Oct 12 2021 6:30 PM

1 Items BID NOW / VIEW

George Gideon Auctioneers
Sign Up
About
Create Post
Facebook


Zellwood, FL ggauctions.com Joined October 2016
0 Following 47 Followers
Tweets
Tweets & replies
Media
Likes
GGAUCTIONS @GG_auctions · 2h
DIRECT AUCTION LINK: ggauctionsonline.net/Public/Auction...
Show this thread
GGAUCTIONS @GG_auctions · 2h
BREVARD COUNTY SCHOOLS: SUVS, VANS & CARS!!!
AUCTION BEGINS ENDING: Tues, Oct 12th at 7:00 pm US/Eastern
THERE IS NO BUYERS PREMIUM ON THIS AUCTION
Twitter


HOME
VIDEOS
PLAYLISTS
CHANNELS
DISCUSSION
ABOUT
Uploads PLAY ALL
SORT BY
Youtube

B. *Methods of contacting buyers*

George Gideon Auctioneers, Inc. has over 40,000 bidders registered that includes local, national & international bidders and have had items purchased and shipped to locations as far away as Africa, South America, The Middle East, Asia, and Canada.

All winning bidders are emailed an invoice confirming their purchase

Our primary mailing list is comprised of Auction attendees over the past twenty-five (25) years. This list is categorized as to everyone's purchasing preferences and distances they are willing to travel. Currently, this list numbers over 40,000 companies and individuals. Please note that our list is of previous live auction attendees as well. We feel that by emailing those that have been to a live Auction in the past on average nets greater interest as they took the effort to be part of a Auction. By emailing to past Auction attendees, we are able to inform the buyers that made someone else pay the top dollar, and are still in the buyers market.

C. *Information available to buyers*

Our website displays the following information to potential buyers about the items for sale

Photographs	Videos	Text item description	PDF's
Location	End Dates/Time	Individual item photo gallerys	Payment Information
Customizable item watchlist for each bidder	Live streaming end time counter	Item extension for bids in the last few minutes	email outbid notification

D. Item information collection

All items are photographed by one of our employees with a company high quality smartphone and information is obtained via company catalog forms and input into our computer system for sale online.

2. Facility and transportation

Our permanent Auction facility is open to the Public and comprised of 13+ Acres directly located at 2753 N. Hwy 441, Zellwood, Orange County, Fl., with one of the highest traffic flows in North West Orange County. Our facility has two buildings that are approximately 14,000 square feet total area, able to house most of The Greater Orlando Aviation Authority's miscellaneous items under cover. Our off-site facility for The Greater Orlando Aviation Authority's surplus is capable of handling approximately 50+ Buses, over 200 Vehicles, Trucks, Automobiles and Equipment, and miscellaneous items. This facility has a double 6' commercial chain link fence around the Auction Sales yard. There is also a 10' electric security fence with-in the perimeter of the facility, which is also powered by a backup power source, and is monitored by a security company.

We also have two (2) security camera systems with eighteen (18) cameras located throughout the complex. This system also records all activity, with backup and remote viewing capabilities. Our secure facility also has the following to efficiently conduct Inspections and sales of all of The Greater Orlando Aviation Authority's surplus items:

3. Method of Auctioning

All Auctions are hosted online and are customizable to the Agency's needs. For items sold at our facility we are open Monday-Friday (excluding Government holidays) for public inspection and for lost and found items specific inspection times are listed. For anything sold at the Agency's facility inspection dates and times are set upon demand if applicable. Please see section 2 above for information on our Auction preview facilities. Minimums can be set at the Agency's request, but it is not the start price that should be of focus, but the end price. On items not of high value we always recommend starting items as low as possible to build interest and a feel of competition due to an active bid history. End dates and times are either set at the agency's request or set based upon the following parameters:

- Miscellaneous: 5-10 days after being posted for Auction
- Vehicles: 7-14 days after being posted for Auction
- Equipment and high value items: 2-4 weeks after being posted for Auction

4. Auction reports

Below is a sample of an Auction report and it shows all the required fields by the Airport Authority.

Seller Information

Seller Name:	Cicarini, Marcio
Seller Number:	GOAF
	Edit Contract
Company:	Greater Orlando Aviation Authority - MISC
Location:	8652 Casa Verde Road Bldg 811 Orlando, FL 32827-4363
Phone:	(407) 825-2609

Auction Information

Auction:	*GREATER ORLANDO AVIATION AUTHORITY: JOHN DEERE PULL BEHIND BUSH HOGS!!!
Date:	04/20/2021 00.00
Location:	2753 N HWY 441 Zellwood, FL 32798

Columns Export

Inventory Number	Description	Bid	Comm Total	Lot Net
21040368	JOHN DEERE PULL BEHIND BUSH HOG SERIAL # Y8010312094 MODEL # CX15 COLOR - GREEN BAT WING STYLE RUST UNDER MOWER DECK WORKING CONDITION UNKNOWN LOCATED IN THE EAST SIDE YARD 21040368	$1,600.00	($192.00)	$1,283.00
21040369	JOHN DEERE PULL BEHIND BUSH HOG SERIAL # Y8010312094 MODEL # CX15 COLOR - GREEN BAT WING STYLE RUST UNDER MOWER DECK WORKING CONDITION UNKNOWN LOCATED IN THE EAST SIDE YARD 21040369	$2,100.00	($252.00)	$1,723.00
		$3,700.00	($444.00)	$3,006.00

Expenses Add Expense

Date	Type	Merchant	Description	Amount	Notes
	Lot (21040368)		TRANSPORTATION	$125.00	
	Lot (21040369)		TRANSPORTATION	$125.00	
Total Expenses: 2			Total:	$250.00	

Credits Add Credit

Date	Type	Description	Amount	Notes
No records to display				

Payments Add Payment

Date	Payment type	Payment info	Amount
04/28/2021 12:42PM	CHECK	Check #: 23852 Payable To:	$3,006.00
Total Payments: 1		Total:	$3,006.00

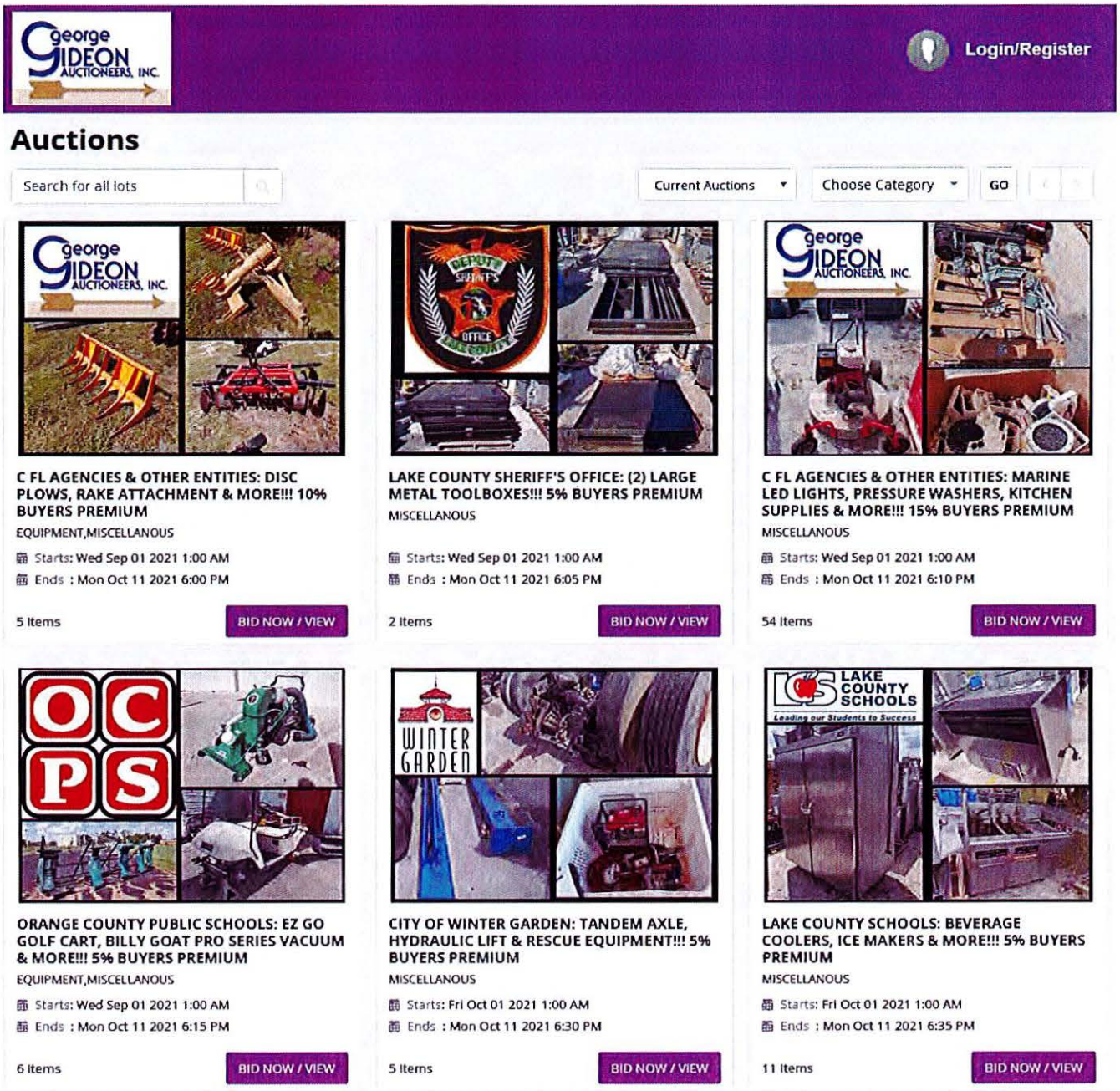
Auction Summary

Auction Gross	$3,700.00
Commissions	($444.00)
Expenses	($250.00)
Credits	$0.00
Auction Net	$3,006.00
Total Paid	$3,006.00
Balance Due	$0.00

5. Website Structure

Our Website consists of a homepage listing all of the Auctions for agencies that we sell for with a short description of the items for sale and a sample thumbnail and Agency logo. Buyers can enter any Auction for that particular Agency and see the Agency's OWN Auction page displaying all of their items for sale in that Auction. No other Agency shares a page with The Authority.

MAIN AUCTION PAGE



INDIVIDUAL AGENCY AUCTION PAGE

GREATER ORLANDO AVIATION AUTHORITY: AIRPORT LOST & FOUND OCT '21!!!

156 Items

MISCELLANOUS

Starts: Fri Oct 01 2021 1:00 AM
Ends : Mon Oct 18 2021 5:55 PM

Address Directions Highlights Notes Terms

THE INSPECTION WILL BE MONDAY, OCTOBER 11TH (10AM - 2PM) ONLY!!!

THERE IS NO BUYERS PREMIUM ON THIS AUCTION

While descriptions are believed to be accurate, information and quantities given by the Auction catalog, Auctioneer, Owner, or any other Auction personnel is offered only as a guide. Responsibility for proper nomenclature and identification of Auction merchandise is the responsibility of the bidder. Bidders are advised to inspect items prior to purchasing. Not all equipment, including trailers, is sold with key(s).Â If equipment or trailers have a key(s) it will be list otherwise it will be sold without a key.Â PAYMENT IS DUE WITHIN 3 DAYS. WE DO NOT SHIP OR ACCEPT CREDIT CARDS. ITEM MUST BE PICKED UP WITHIN 3 DAYS, NON PAYING BUYERS WILL FORFEIT ALL OWNERSHIP RIGHTS TO THE ITEMS THEY PURCHASED AND BE BANNED FROM ALL FUTURE SALES.

Search | Choose Category | All | Sort By | Page 1 of 2

1 - 100 of 156 entries

First « 1 2 » Last

Lot - R21080084

(1) LANE BRYANT LEATHER STYLE JACKET SIZE 22-24 THE AUTHENTICITY OF THE ITEM(S) AND ITS LABEL IS UNKNOWN, AND HAS NOT BEEN VERIFIED AS REAL BY AUCTIONEER OR OWNER LOCATED IN THE MAIN BUILDING... Read More

Current Bid : 0.00

Bid History(0)

BID NOW / VIEW 2.00

10 d : 4 h : 59 m : 46 s

Lot - R21090043

(1) BOX WITH (7) VOLLEY BALLS, (1) BASKETBALL AND (1) PUMP WORKING CONDITIONS UNKNOWN LOCATED IN THE MAIN BUILDING R21090043

Current Bid : 12.03

Bid History(4)

BID NOW / VIEW 14.03

10 d : 4 h : 59 m : 46 s

Lot - R21090079

(2) PAIRS OF TIMBERLAND STYLE HIKING BOOTS (1) SIZE 6 1/2 BLACK (1) SIZE 9 1/2 BURGUNDY "THE AUTHENTICITY OF THE ITEM(S) AND ITS LABEL IS UNKNOWN, AND HAS NOT BEEN VERIFIED AS REAL BY AUCTION... Read More

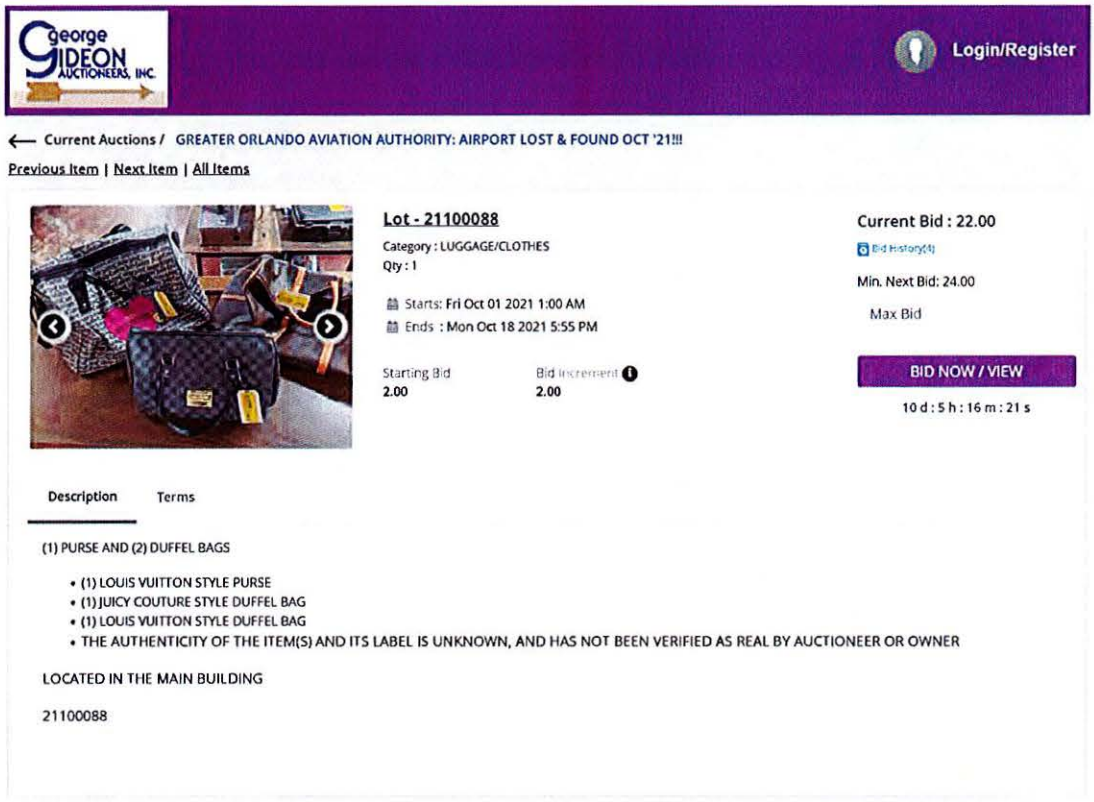
Current Bid : 2.00

Bid History(1)

BID NOW / VIEW 3.00

10 d : 4 h : 59 m : 46 s

INDIVIDUAL ITEM LISTING



ITEM GALLERY LIGHTBOX WITH SHARE AND ZOOM OPTIONS

6. Payments and payment disputes

Payments can be made by 3 different methods

A. Cash

B. Cashiers check/money order

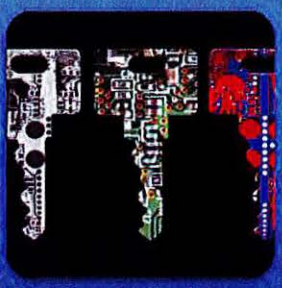
C. Wire transfer

D. Company Check with a bank letter of guarantee

Since all 3 payment methods are not subject to an EFT waiting period of 60 days and are instantly in our possession as guaranteed funds there are no disputes leading to a withdraw of funds from Auction proceeds.

7. Online Security Measures

Our API (application program interface) is specifically designed to safeguard our clients' information. Also, being that we are cloud-based means that your data is backed up and not just on a personal computer which is subject to failure and/or theft. No one can get access to your data without your password.



More internally, SSL ("Secure Sockets Layer" is the standard security technology for establishing an encrypted link between a web server and a browser. This link ensures that all data passed between the web server and browsers remain private and integral. SSL is an industry standard and is used by millions of websites in the protection of their online transactions with their customers) ensures that you and your team are entering the correct information into the correct areas, and it will flag you if there is any human error.

Our website servers have multiple backups across the nation, so if one should fail another will immediately take over operation of the website.

Key Personnel

Account Manager

JG

JASON GIDEON

2753 N HWY 441 Zellwood, FL 32798
407-383-0592
onlinesales@ggauctions.com

SUMMARY

Results-driven Sales Manager bringing demonstrated record of progressive market share growth and sales accomplishment. Has been in the industry for 10+ years managing contracts for 60+ agencies. Started in an entry role and worked his way up to current position and has broad knowledge of the Auction process.

SKILLS

- Profit and revenue-generating strategies
- Established track record of exceptional sales results
- Unique solutions to tough problems
- Sales territory growth
- Service-driven sales
- Product and service management
- Met with clients one-on-one on a regular basis to discuss selling obstacles, delivering effective suggestions and reliable sales techniques for quick resolution.
- Market and competitive analysis
- Sales operations
- Risk mitigation

EDUCATION AND TRAINING

Associate of Science
Mechanical Engineering
UCF, Orlando, FL
April 2011

EXPERIENCE

SALES MANAGER

George Gideon Auctioneers | Zellwood, FL | 2010 - Current

- Exceeded sales goals and improved profitability by aligning sales strategies and business plans with market trends.
- Maintained professional network of potential clients and business opportunities.
- Developed and implemented new sales strategies to update product lines.
- Formalized sales process to enhance operations and promote acquisition of new customers.
- Researched and capitalized on emerging opportunities to build business and expand customer base.
- Oversaw management and implementation of new revenue strategies, sales initiatives and customer engagement tactics to increase market share.
- Hired and motivated high-performing service team achieving over $1,000,000 in new sales per year.
- Achieved company growth for several consecutive years through market expansion and sales.

Key Personnel

GG

GEORGE GIDEON

2753 N HWY 441 Zellwood, FL 32798
407-886-2211
george@ggauctions.com

SUMMARY

Customer-oriented, strategic-thinking operations and sales professional with over 40 years of experience in building relationships, cultivating partnerships, retaining top accounts and growing profit channels. Multi-tasking and self-motivated leader with expertise on expanding network connections, persuasively introducing products, implementing pricing models, inventory control and projections, turnaround management, territory development and revealing customer needs to deliver solutions.

SKILLS

- Industry partnership development
- Revenue generation
- Performance optimization
- Operations oversight
- Brand management
- Marketing expertise
- Program management
- Business development
- Revenue growth
- Defining company vision

EXPERIENCE

PRESIDENT

George Gideon Auctioneers | Zellwood, FL | August 1996 - Current

- Administers day-to-day operations, including accounting and budget management, business development, performance metrics and customer service.
- Coordinates work across departments to keep teams on track with company goals.
- Leeds startup and opening of business and provided business development, creation of operational procedures and workflow planning.
- Determines performance goals and offered tactics for achieving milestones.
- Oversees all aspects of business expansion objectives and opportunities, including new market exploration, product development and overseas production possibilities.
- Generates and implemented business strategies to increase revenue while executing operational base development.
- Representes company interests before all relevant parties, including federal agencies, city representatives and regulatory entities.

EDUCATION AND TRAINING

Associate of Science
General Studies
Brookhaven College, Dallas, TX
April 1973

AG

ANITA GIDEON

2753 N HWY 441 Zellwood, FL 32798
407-886-2211
info@ggauctions.com

SUMMARY

Entrepreneurial Vice President offering progressive experience in operations leadership. Skilled at identifying and implementing process improvements to drive efficiency and productivity. Motivating leader with proven success managing cross-functional teams.

SKILLS

- Event planning
- Operations oversight
- Account management
- Brand management
- Policy development
- Program management
- Contract Administration
- Employee coaching
- Defining company vision

EDUCATION AND TRAINING

Bachelor of Science
Business Administration And Management
University of North Texas, Denton, TX
April 1974

EXPERIENCE

VICE PRESIDENT

George Gideon Auctioneers | Zellwood, FL | August 1996 - Current

- Communicated regularly with executive team members to deliver pertinent details related to progress status and direction for projects.
- Coordinated work across departments to keep teams on track with company goals.
- Hired and managed employees to maximize productivity while training staff on best practices and protocol.
- Created business process flows to identify opportunities for improvement.
- Traveled to trade shows and client meetings to promote company brand.
- Researched underlying issues, regulatory compliance status and processes to resolve complex business issues and recommend strategic corrective actions.
- Implemented best practices to strengthen internal systems and spearhead proactive change.

AR

AMY REINHARD

2753 N HWY 441 Zellwood, FL 32798
407-886-2211
admin@ggauctions.com

SUMMARY

Dependable and deadline-oriented Office Management professional bringing 15 years of administrative oversight. Self-starter and effective team leader skilled at unifying staff under common goals, modeling organizational efficiency and instilling customer service excellence. Offering diversified competencies, including Microsoft Office proficiency.

SKILLS

- Budgetary Planning
- Banking operations
- Customer relations
- Scheduling and calendar management
- Accounts payable and receivable
- Training and coaching
- Expense reporting
- Workforce Management
- Planning

EDUCATION AND TRAINING

Bachelor of Arts
Psychology
UCF, Orlando, FL
April 2006

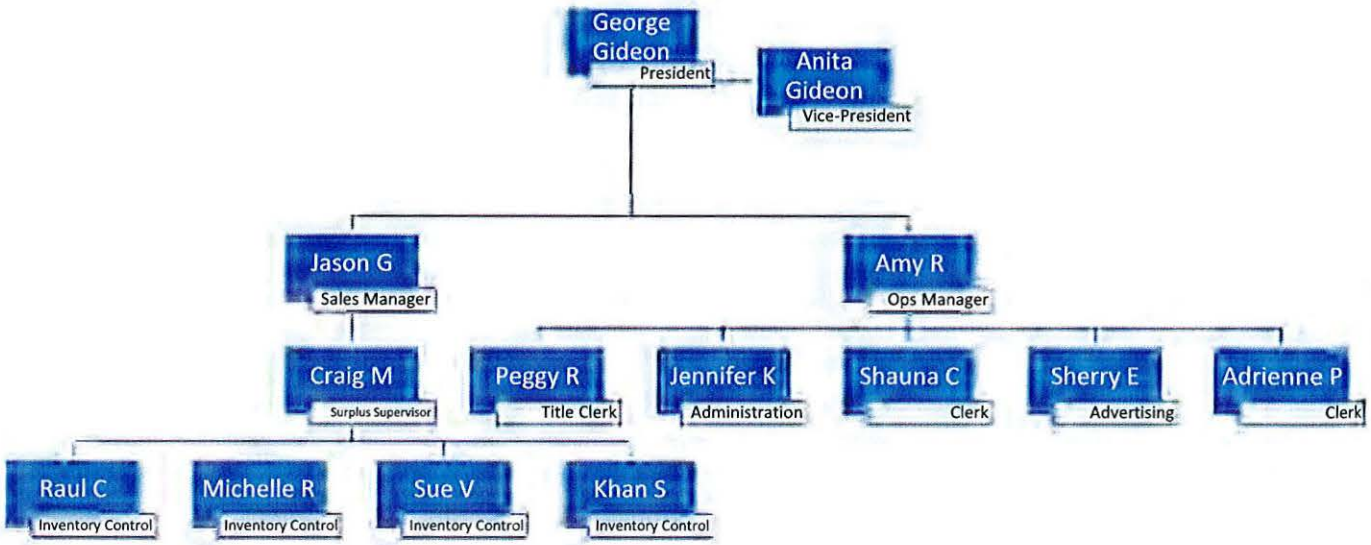
EXPERIENCE

OFFICE MANAGER

George Gideon Auctioneers | Zellwood, FL | 2005 - Current

- Oversees day-to-day office operations, including receiving and organizing correspondence, answering and forwarding calls and creating business letters and records.
- Enters invoice data into company database and updated details, including customer contacts and delivery dates to keep information current.
- Trains and mentors administrative staff members in company policies, daily task execution and industry best practices.
- Reduces financial discrepancies by accurately managing accounting documentation while maintaining case costs and billing processes.
- Writes professional business correspondence to maintain strong line of communications.
- Plans for major business changes, including system conversions and office moves.
- Streamlines back office services for clients to promote proper functionality and positive user experience.
- Culls knowledge of federal and state-level mandates to assess compliance across areas of operation.

COMPANY ORGANIZATIONAL CHART



All key personnel have at least 15 years experience within the past 15 years conducting Auctions for Government Agencies under contract that are similar to or greater in size and scope to that of The Greater Orlando Aviation Authority.

Any personnel substitutions will be with employees of equal or better qualifications and there are no commitments on their behalf that conflict with the level of commitment proposed for this project as per the specification in Tab 5.b.4 in the RFP.

TAB 5

George Gideon Auctioneers Inc. has not been involved in lawsuits, arbitrations or claims proceedings within the past Five (5) years in any matter related to professional activities.

TAB 6

History

George Gideon Auctioneers, Inc. was formed in 1996 by George and Anita Gideon. It has grown from its inception to one of the largest Auction companies in the State of Florida, specializing in the Auctioning of Governmental Surplus. We've chosen to represent Governmental Agencies to bidders across the country because of our ability in effectively marketing Governmental Surplus Property, and the challenges it presented to us.

George Gideon has over forty (40) years of experience in conducting *Governmental Fleet Vehicular Auctions, both On-line and Live*. This experience is outlined as twenty-four (24) years of experience as President for **George Gideon Auctioneers, Inc.** and previous Seventeen (17) years of experience as Regional Manager, Lead Auctioneer, and National Sales Representative for a national Auction Company with Seventeen (17) years of Governmental experience in Florida. Mr. Gideon conducted some of the first Nationally attended Auctions for Volusia County, Brevard County, The City of Fort Lauderdale, Florida Power and Light, and now augmented his own business with a current Governmental Client list of over seventy (70) Central Florida Agencies.

George Gideon Auctioneers, Inc. expanded their market coverage from Live Auctions to Online Auctions in 2001 and for the past twenty (20) years has been one of the largest Florida firms offering On-Line Auctioneering services to Central Florida Governmental Agencies.

Our previous thirty-seven (37) plus years of Live Auctions held for Governmental Agencies has given us an exceptionally large following of repeat buyers from across the United States, Canada, Mexico, and other foreign countries. This has given us the opportunity to expose our clients, in an ever-changing Internet based market, to an expanded base of potential buyers for their surplus items. Our many years of Live and Online Auctions has given us the hands-on insight has given the newest and most innovative ways to recover the largest return on your assets.

George Gideon Auctioneers, Inc. was one of the first in Florida to offer On-line Auctions that had an *Automatic Bidding Extension* for items bid on in the last minutes of the scheduled ending. This *Automatic Bid Extension* brought the on-line bidding process into the world of Live Auction bidding frenzy, with many items increasing in bidding value of 20% or more in the last minutes of bidding.

Present Status

George Gideon Auctioneers, Inc. currently Auctions for 70+ Government Agencies in the Central Florida area. We have an active Auction Facility open to the public for reception, cataloging, inspection, sale, and pickup of surplus from Government Agencies. Offsite sales are also utilized for agencies that wish to have items sold at their facility, with items being catalogued by an Auction employee, both utilizing our easy-to-use mobile cataloging app.

George Gideon Auctioneers, Inc. facility is in Northwest Orange County, and while we do service Government Agencies all over Florida. Our main operating radius is 75 miles from our facility. Below are statistics for the county-wide agencies we service within that area (we are the largest single provider of Auction services within our service area, which includes local and nationwide competitors)

COUNTYS WE SELL FOR

Volusia County FLORIDA

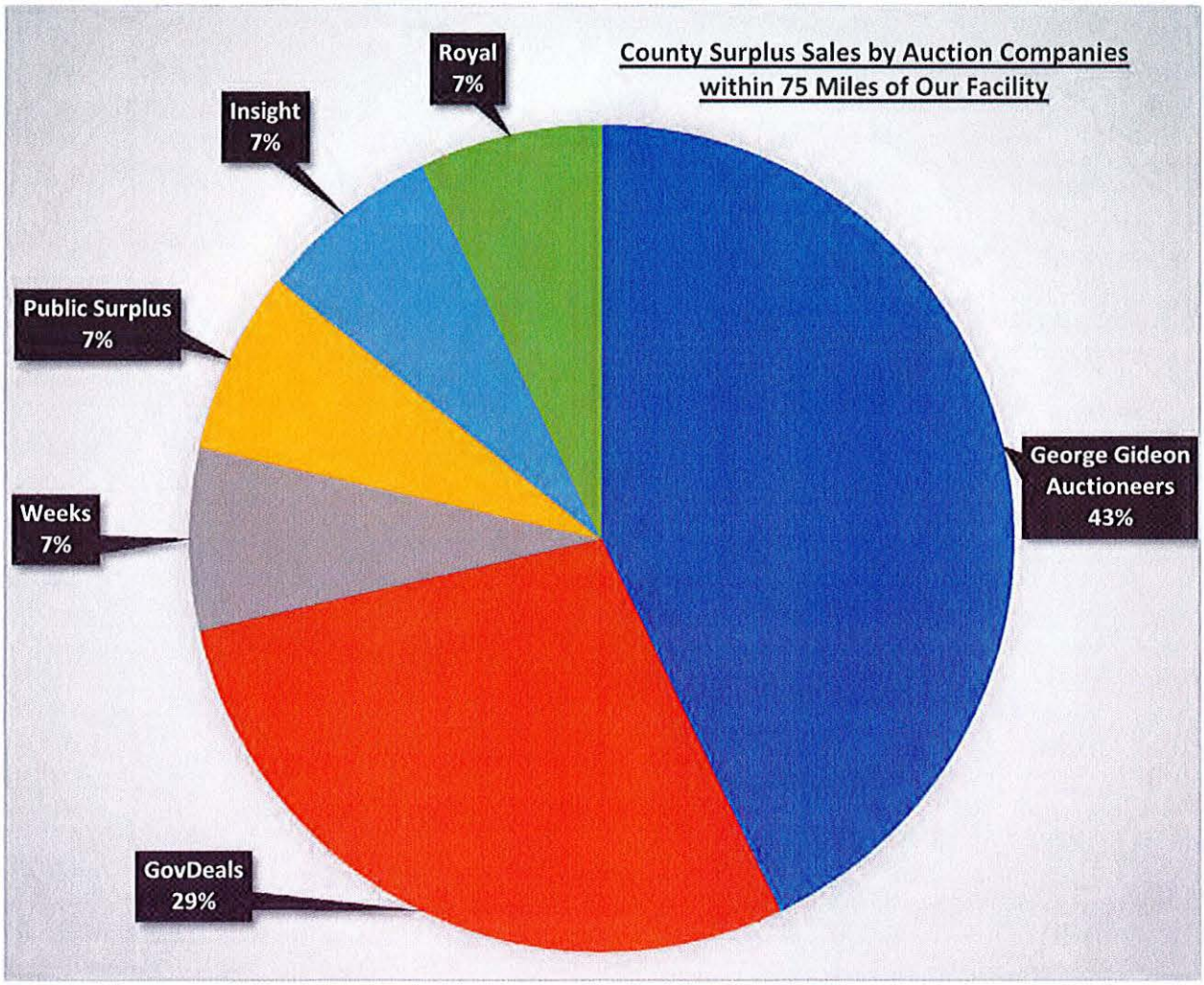
LAKE COUNTY, FL
REAL FLORIDA • REAL CLOSE

Board of County Commissioners Sumter County

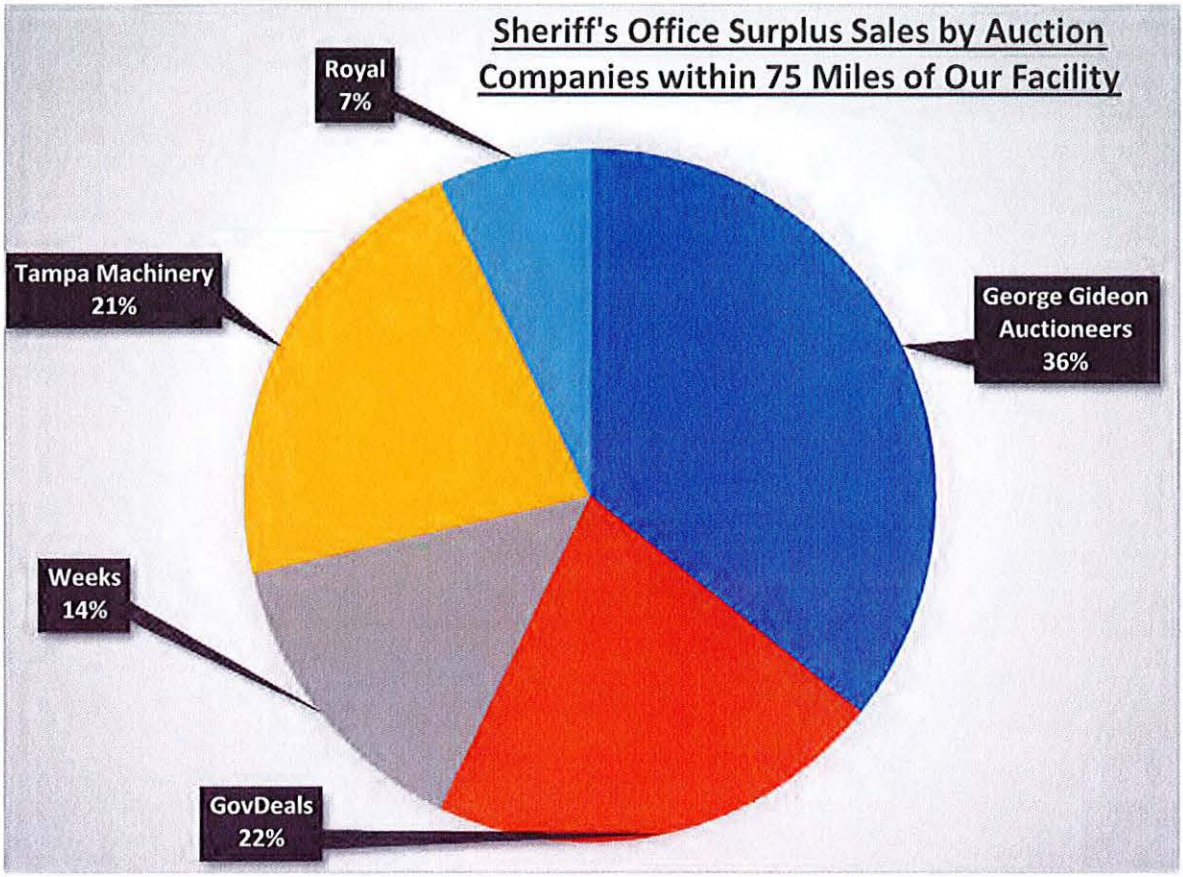
OSCEOLA COUNTY FLORIDA

Putnam County FLORIDA

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE



SHERIFFS OFFICES WE SELL FOR



SCHOOL BOARDS WE SELL FOR

Orange County Public Schools

Lake County Schools

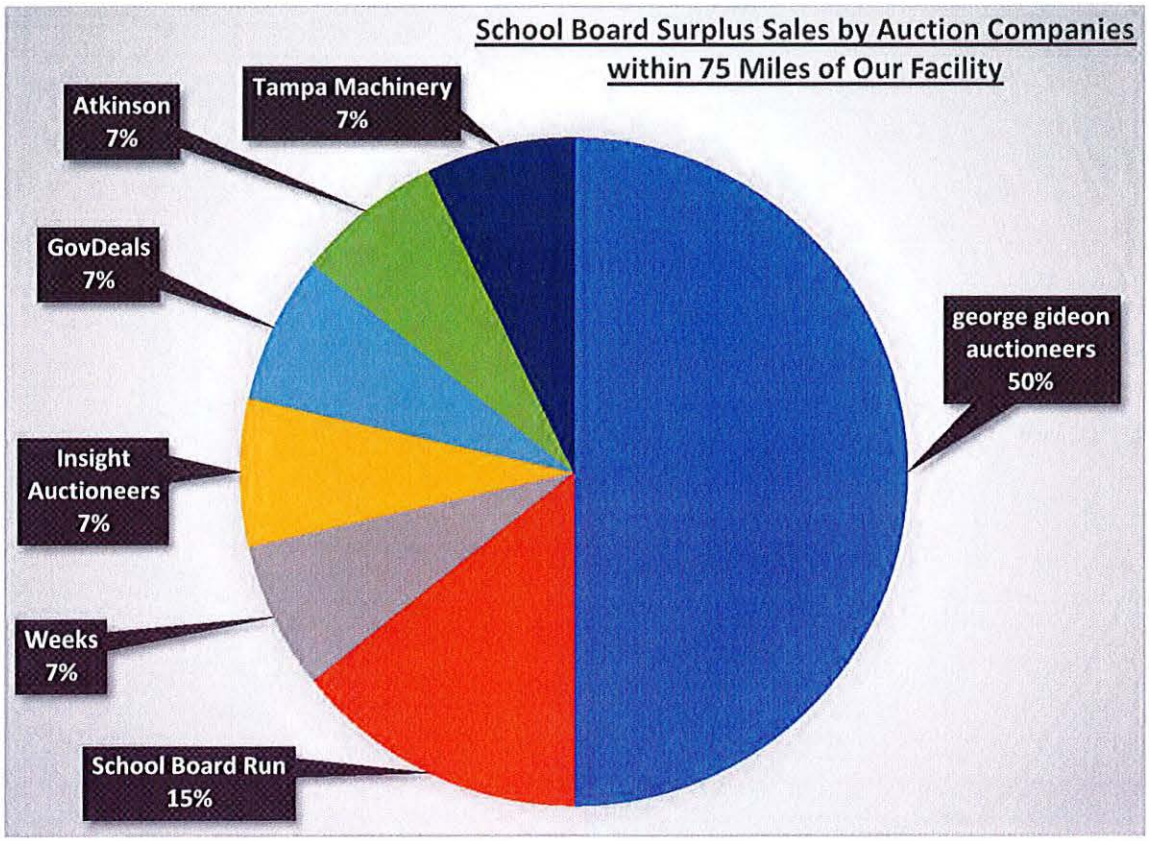
flaglerschools
Engage. Educate. Empower.

Brevard Public Schools

School District of OSCEOLA COUNTY FLORIDA

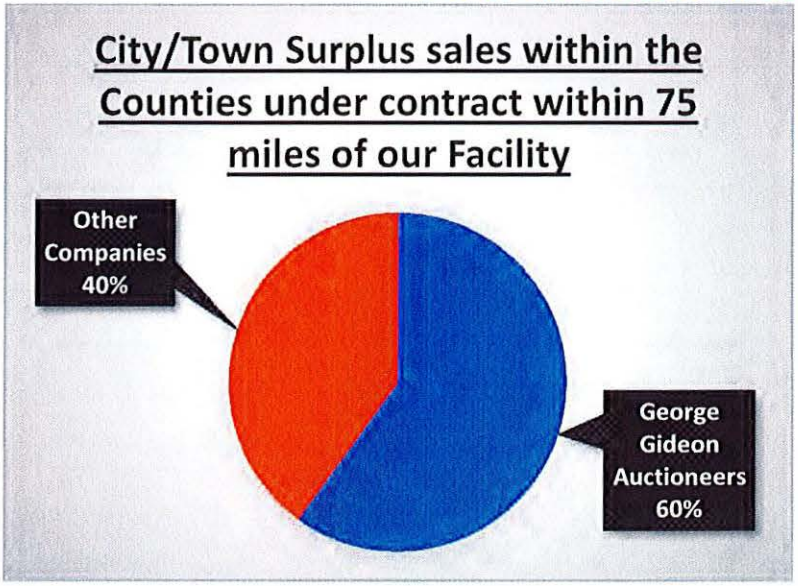
Seminole County Public Schools

Volusia County Schools



Cities and Towns in Counties under

George Gideon Auctioneers may be a regional Auction Company, but within our serviceable area we sell for a majority of the Cities and Towns in Counties under contract when compared to **ALL** other competitors **combined**, including local and national competitors!



City/Town Surplus Sales within the Counties Under Contract	
City of Altamonte Springs, FL	City of Mount Dora, FL
City of Casselberry, FL	City of New Smyrna Beach, FL.
City of Debary, FL	City of Orange City, FL
City of Deland, FL	City of Palatka, FL.
City of Edgewater, FL	City of Sanford, FL
City of Eustis, FL	City of Saint Cloud, FL
City of Fruitland Park, FL	City of South Daytona, FL
City of Groveland, FL	City of Tavares, FL
City of Kissimmee, FL	City of Umatilla, FL
City of Lake Helen, FL	City of Winter Springs, FL
City of Lake Mary, FL	The Villages, Fl.
City of Leesburg, FL	Town of Astatula, FL
City of Longwood, FL	Town of Howey-in-the-hills, FL
City of Mascotte, FL	Town of Lady Lake, FL
City of Minneola, FL	Town of Ponce Inlet, FL

Future Direction

Over the next few years, it is our goal to sell for 100% of the Government Agencies within a 75-mile radius of our facility. We strive to offer a focus on quality of product & broad scope of services to suit the Agencies we work for over a "One-Size-Fits-All" business platform. Each Agency will have different needs and we strive to provide customized services to suit those needs.

TAB 7

Attachment A - Proposer's Certification Form

I have carefully examined the Solicitation and any other documents accompanying or made a part of this Solicitations.

I hereby propose to furnish the goods or services specified in this Solicitation at the prices or rates quoted in my submittal. I agree that my submittal will remain firm for a period of up to ninety (90) days in order to allow the Aviation Authority adequate time to evaluate the submittals.

I certify that all information contained in this Solicitation is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Solicitation on behalf of the Proposer as its act and deed and that the Proposer is ready, willing and able to perform if awarded the Contract.

I certify, under oath, that this Solicitation is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a Solicitation for the same product or service. I further certify that no officer, employee or agent of the Aviation Authority or any other Proposer has a financial interest in this Solicitation. I further certify that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Company	*Sworn to and subscribed before me by means of:*
George Gideon Auctioneers Inc.	☑ *physical presence or* ☐ *online notarization*
Bidder's Signature Print	*this day of* 8 October *20* 21
Print Name and Title	*by* George Gideon *who is*
George Gideon, President	☐ Personally Known; or ☑ Produced Identification. Type of identification produced: drivers license
Address:	*[Check applicable box to satisfy identification requirement of FLA. Stat. §117.05)*
2753 N HWY 441, Zellwood FL 32798	(STATE OF FLORIDA Seal ANNA FIGUEROA Notary Public - State of Florida Commission # HH 123269 My Comm. Expires Apr 27, 2025
Date 10/8/2021	COUNTY OF Lake
Duns Number 039195925	
Federal Tax Id Number 59-3404789	Notary Signature: Anna Figueroa Notary Public My Commission Expires: Apr 27, 2025
Email: george@ggauctions.com	Printed, typed or Anna Figueroa stamped commissioned name of Notary Public)

The Aviation Authority only requires Company Federal Tax Id numbers. The Aviation Authority is not requesting individual social security numbers

Attachment B - Proposal Price Schedule

PROPOSAL PRICE FORM GREATER ORLANDO AVIATION AUTHORITY

PURCHASING PROPOSAL 08-22

Proposer's Proposal prices shall remain firm for the duration of the initial term of the Contract. Any anticipated increases in Proposer's costs during the initial term of the Contract must be reflected in its prices set forth in its Proposal. The Aviation Authority shall not be obligated to renegotiate or increase any price for any work during the initial term of the Contract based on a Proposer's mistake or miscalculation of prices, underestimation of costs, or for any other reason.

The Proposer's Prices shall include the Contractor's portion of social security taxes, unemployment taxes and all other compulsory payroll taxes, worker's compensation insurance costs, costs of any health insurance or other fringe benefit provided to employees, insurance coverage, travel costs, training costs, other overhead costs, profit margin and any other costs or fees the Proposer would expect to receive or recover from the Aviation Authority in performing the services.

The Proposer agrees to furnish all labor, supervision, materials, supplies, tools, equipment, licenses, permits, and all other items necessary or proper for, or incidental to, performing organizing, advertising, conducting, documenting, and providing auctioneering services via an on-line auction website on behalf of the Aviation Authority at the Orlando International Airport and all other items necessary or proper for, or incidental to, performing its obligations as described in the Contract Documents.

ONLINE AUCTIONEER SERVICES

Authorized Signature: _____

Name and Title (Typed or Printed): George Gideon, President

Date: 10/11/2021

Attachment C - Addendum Receipt Verification

Proposers must acknowledge each addenda on this form and include with your Proposal submittal. Failure to acknowledge and upload EACH addenda may result in a non-responsive Proposal. The undersigned acknowledges receipt of the following addenda to the Documents (Give number and date of each).

Addendum No. 1 Dated 9/27/2021

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

George Gideon Auctioneers Inc.
Company

Signature

George Gideon
Print Name

President
Title

Attachment D - Proposer's Questionnaire

The following questionnaire is to be completed by the Proposer and provided with its Proposal submittal. If a question is not applicable, so indicate by writing "N/A"

1. CONTACT INFORMATION

Name of Company	George Gideon Auctioneers Inc.
Contact Individual	Jason Gideon
Contact Address	2753 N HWY 441
City, State, Zip	Zellwood, FL 32798
Telephone Number	407/886-2211
Email Address	onlinesales@ggauctions.com

2. AUTHORIZED SIGNATORIES

The Proposer represents that the following persons are authorized to sign Proposals, and/or sign Contracts and related documents to which the Proposer will be duly bound. The Aviation Authority will verify all named signatories on Sunbiz.org. If the authorized person is not registered on www.Sunbiz.org, the Proposer should provide with their Proposal submittal proof of authorization.

Name	Title	Indicate Principal or Authorized Authority
Jason Gideon	Assistant Treasurer	
Amy Reinhard	Assistant Secretary	
George Gideon	President	

3. **REFERENCES**: List a minimum of three (3) and no more than five (5) customers for the services specified in the solicitation in the spaces provided. References shall be for work **substantially similar in scope and magnitude** satisfactorily completed and shall be able to validate the Proposer's capabilities and experience. **Note:** A contact person shall be someone who has personal knowledge of the Proposer's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the Aviation Authority may be contacting them. Do not list persons who will be unable to answer specific questions regarding the requirements.

REFERENCE FORM

Ref #1. Customer/Client Volusia County, Florida
Date of Services 1997 to current
Description of Services:
Items are transported to our facility and On-Line Auctions are hosted at our facility
$1.35Million/year based on the past 3 year average
Street Address: 123 W. Indiana Ave Suite 302
City, State, ZIP Code: Deland, FL 32720
Telephone # 386-626-6625
Contact Person: Kathy Williams
Email: kwilliams@volusia.org

Ref # 2. Customer/Client: Orange County Public Schools, Florida
Date of Services: 1998 to current
Description of Services:
Items are transported to our facility and On-Line Auctions are hosted at our facility
or items are sold on their property, $963Thousand/year based on the past 3 year average
Street Address: 6501 Magic Way Blvd Building 400
City, State, ZIP Code: Orlando, FL 32809
Telephone # 407-317-3700 ext 2025267
Contact Person: Ms. Debra Barnes
Email: barnesd@ocps.k.12.fl.us

Ref #3. Customer/Client: Brevard County Public Schools, Florida
Date of Services 2017 to current
Description of Services:
Items are transported to our facility and On-Line Auctions are hosted at our facility
or items are sold on their property, $53Thousand/year based on the past 3 year average
Street Address: 2700 Judge Fran Jamieson Way
City, State, ZIP Code: Viera, FL 32940
Telephone # 321-633-1000 ext 11637
Contact Person: Dawn Richer
Email: richer.dawn@brevardschools.org

Ref #4. Customer/Client: Osceola County Sheriffs Office, Florida
Date of Services: 2001 to current
Description of Services:
Items are transported to our facility and On-Line Auctions are hosted at our facility
$236Thousand/year based on the past 3 year average
Street Address: 2601 E Irlo Bronson Memorial Hwy
City, State, ZIP Code: Kissimmee, FL 34744
Telephone # 407-348-1159
Contact Person: John Holl Sr
Email: jhol@osceola.org

Ref # 5. Customer/Client: Lake County, Florida
Date of Services:1997 to current
Description of Services:
Items are transported to our facility and On-Line Auctions are hosted at our facility
$123Thousand/year based on the past 3 year average
Street Address: 315 W Main St
City, State, ZIP Code: Tavares, FL 32778
Telephone # 352-343-9768
Contact Person: Amy Munday
Email: AMunday@lakecountyfl.gov

George Gideon Auctioneers Inc.
Company

Signature

George Gideon
Print Nam

President
Title

Attachment E - Conflict of Interest Disclosure Form

The award of this Contract is subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose within their Proposal the name of any officer, director, employee or agent (or their spouse or child) who is also an employee or officer of the Aviation Authority.

No Titled Vehicles and Equipment, Miscellaneous Items, or Lost and Found Items, shall be sold to the Contractor, any of the Contractor's employees, or any affiliate, agent, or representative of either.

By submission of this Proposal, the undersigned certifies, under penalty of perjury that to the best of their knowledge and belief, have met the Florida Statute.

Comments:

Acknowledged by
George Gideon

Firm Name:
George Gideon Auctioneers Inc.

Signature of Authorized Representative:

Name and Title (Print or Type):
George Gideon, President

Date: 10/11/2021

Attachment F - Certification Regarding Prohibition against Contracting with Scrutinized Companies

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a Contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the Aviation Authority may immediately terminate any Contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of Proposer as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any Contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Name of Proposer: George Gideon Auctioneers Inc.

By: _____
(Authorized Signature)

Title: President

Date: 10/11/2021

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
GEORGE GIDEON AUCTIONEERS, INC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
2753 N. ORANGE BLOSSOM TR

Requester's name and address (optional)
Greater Orlando Aviation Authority
8652 Casa Verde Road, Building 811
Orlando, FL 32827-4338

6 City, state, and ZIP code
ZELLWOOD, FL 32798

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number: ___ - ___ - ____

or

Employer identification number: 59-3047489

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 10/11/2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/17/2021

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

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

PRODUCER The Hlb Group of Florida, LLC - Apopka DBA Gentry Insurance Agency 175 E Main St Ste 200 Apopka FL 32703-3213	CONTACT NAME: Leslie Briante PHONE (A/C, No, Ext): 407-886-3301 FAX (A/C, No): 407-886-9530 E-MAIL ADDRESS: lbriante@hilbgroup.com
INSURED GEORGID-01 George Gideon Auctioneers, Inc. P.O. Box 1179 Zellwood FL 32798	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A: Technology Insurance Company 42376 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 530478027 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		TWC3959326	4/25/2021	4/25/2022	X PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

Orlando Utilities Commission
5971 Pershing Ave.
Orlando FL 32822

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Debra Stallknecht

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/07/2021

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

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

PRODUCER	CONTACT NAME: Robert J. Ray, CIC, CRM, CPRM	
National Risk Management & Associates, Inc. P.O. Box 521550 Longwood FL 32752-1550	PHONE (A/C, No, Ext): (407) 767-2950	FAX (A/C, No): (407) 767-9117
	E-MAIL ADDRESS: robert.ray@nrmafla.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: SCOTTSDALE INSURANCE COMPANY	41297
INSURED George Gideon Auctioneers, Inc. P.O. Box 1179 Zellwood FL 32798-1179	INSURER B: EVANSTON INSURANCE COMPANY	35378
	INSURER C: COLONY INSURANCE COMPANY	36927
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X	X	CPS7253721	10/12/2020	10/12/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ Included
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	X	X	CPS7253721	10/12/2020	10/12/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	X	X	EZXS3035712	10/12/2020	10/12/2021	EACH OCCURRENCE AGGREGATE PR/COMP OPS AGG	$ 1,000,000 $ 2,000,000 $ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
C	Garage Liability Including Pollution Liability	X	X	GP8385021	08/17/2020	08/17/2021	Auto Only Other Than "Auto" On Aggregate	$50,000 $50,000 $100,000

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

Location Address: 2753 North Orange Blossom Trail, Zellwood, FL 32798

CERTIFICATE HOLDER

RFP21 4972 QQ
Orlando Utilities Commission
5971 Pershing Ave
Orlando FL 32822

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Robert J. Ray, CIC, CRM, CPRM

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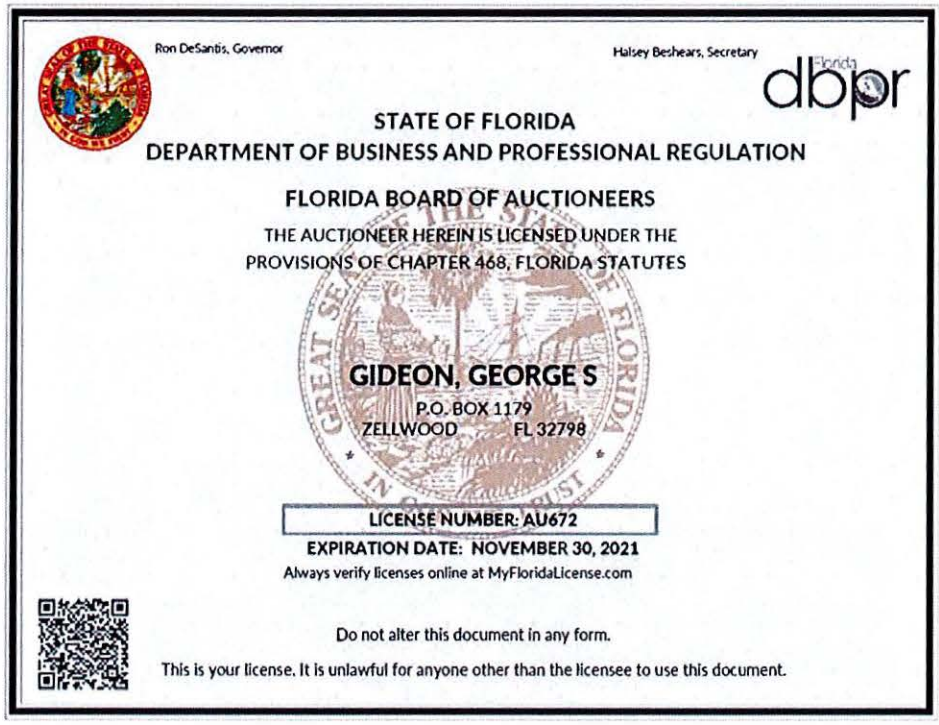


Ron DeSantis, Governor

Halsey Beshears, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA BOARD OF AUCTIONEERS

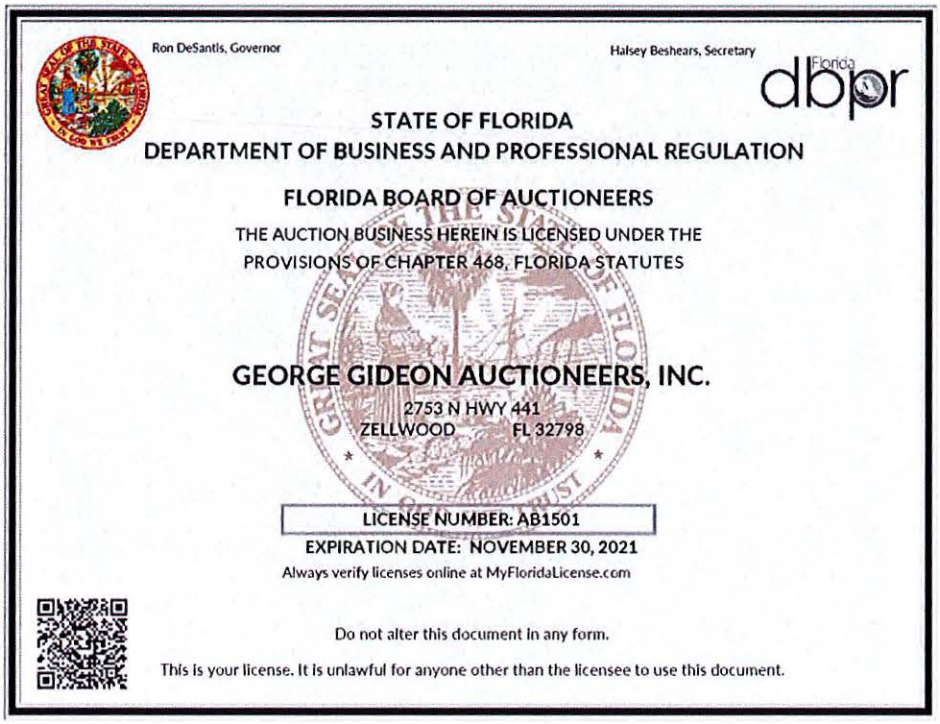
THE AUCTIONEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 468, FLORIDA STATUTES

GIDEON, GEORGE S
P.O. BOX 1179
ZELLWOOD FL 32798

LICENSE NUMBER: AU672
EXPIRATION DATE: NOVEMBER 30, 2021
Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Ron DeSantis, Governor

Halsey Beshears, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA BOARD OF AUCTIONEERS

THE AUCTION BUSINESS HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 468, FLORIDA STATUTES

GEORGE GIDEON AUCTIONEERS, INC.
2753 N HWY 441
ZELLWOOD FL 32798

LICENSE NUMBER: AB1501
EXPIRATION DATE: NOVEMBER 30, 2021
Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

LICENSE CERTIFICATE

STATE OF FLORIDA
DEPARTMENT OF HIGHWAY SAFETY AND
MOTOR VEHICLES
DIVISION OF MOTORIST SERVICES

GEORGE GIDEON AUCTIONEERS INC
PO BOX 1179
CRESTVIEW, FL 32536-1179

License

FOR AN INDEPENDENT DEALER IN
MOTOR VEHICLES

DATE
04/06/2021

EXPIRATION
04/30/2022

THIS CERTIFIES, THAT

GEORGE GIDEON AUCTIONEERS INC

AT [redacted] OKALOOSA AUTO INC
CRESTVIEW, FL 32539

IS HEREBY LICENSED UNDER THE PROVISIONS OF SECTION

320.27, FLORIDA STATUTES TO CONDUCT AND CARRY ON BUSINESS AS
AN INDEPENDENT DEALER IN MOTOR VEHICLES AT THE ABOVE
DESCRIBED LOCATION

GIVEN UNDER MY HAND AND SEAL THE ABOVE DATE WRITTEN.

Julie W. Gentry
BUREAU CHIEF

Robert R. Kynoch
DIRECTOR

[redacted]

STATE OF FLORIDA

Tax Collector Scott Randolph **Local Business Tax Receipt** **Orange County, Florida**

2020 **EXPIRES 9/30/2021**

3017	AUCTIONEER	$30.00	5000	AUCTION BUSINESS	$30.00	3017-0966200 5 EMPLOYEES

TOTAL TAX $60.00
PREVIOUSLY PAID $60.00
TOTAL DUE $0.00

GIDEON GEORGE S

GEORGE GIDEON AUCTIONEERS INC
GIDEON GEORGE S
P O BOX 1179
ZELLWOOD FL 32798-1179

2753 N ORANGE BLOSSOM TL
U - ZELLWOOD, 32798

PAID: $60.00 0099-00840704 7/13/2020

Tax Collector Scott Randolph **Local Business Tax Receipt** **Orange County, Florida**

This local Business Tax Receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health and other lawful authorities. This receipt is valid from October 1 through September 30 of receipt year. **Delinquent penalty is added October 1.**

2020 **EXPIRES 9/30/2021**

3017	AUCTIONEER	$30.00	5000	AUCTION BUSINESS	$30.00	3017-0966200 5 EMPLOYEES

TOTAL TAX $60.00
PREVIOUSLY PAID $60.00
TOTAL DUE $0.00

SCOTT RANDOLPH, TAX COLLECTOR · ORANGE COUNTY, FLORIDA ·

GIDEON GEORGE S

GEORGE GIDEON AUCTIONEERS INC
GIDEON GEORGE S
P O BOX 1179
ZELLWOOD FL 32798-1179

2753 N ORANGE BLOSSOM TL
U - ZELLWOOD, 32798

PAID: $60.00 0099-00840704 7/13/2020

This receipt is official when validated by the Tax Collector.

Orange County Code requires this local Business Tax Receipt to be displayed conspicuously at the place of business in public view. It is subject to inspection by all duly authorized officers of the County.

ADDENDUM NO. 1
TO
PURCHASING RFP 08-22

ONLINE AUCTIONEER SERVICES

ORLANDO INTERNATIONAL AIRPORT
ORLANDO, FLORIDA

SEPTEMBER 27, 2021

This addendum forms a part of the Proposal Documents described above. The original Proposal Documents remain in full force and effect except as modified by the following which shall take precedence over any contrary provisions in the prior documents.

ITEM 1: Question: Does the Agency currently lease any vehicles and or equipment that would not be offered for Auction?

Answer: ***No, the Aviation Authority currently does not have any lease vehicles or equipment that will be scheduled for Auction.***

ITEM 2: Question: Must the contractor submit sales tax to the State on the Agency's behalf like what is currently done?

Answer: ***The Contractor shall be solely and completely responsible for collecting all sales taxes and issuing proper payments to the appropriate government agency. Please Refer to Section 4.11 Performance Requirements, Page 27.***

ITEM 3: Question: As per 1.3.c., it states that "Proposed 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 magazine advertisements, electronic advertisements, bidder registration forms, ***collection, transportation, storage, and conducting the auction***".

If items are driven via a dealers/transporters tag on the road for transport will the same insurance limits of $1,000,000 be required on the dealers transporter's tags to properly ensure the agency should anything happen?

Answer: ***Please refer to 3.7 which requires insurance to apply to not only the Contractor, but also "its employees, agents, and Subcontractors."***

Who is responsible for Agency property if contract Auctioneer drives vehicles to their facility and damage them or get in an accident along the way?

Answer: ***Please refer to 4.6 b. and e. and 4.7 b. and d.***

Will all items have to be transported via towing to negate any transportation damages or accident liability? Or due to excessive liability risk are items allowed to be driven at all?

Answer: ***Please refer to 4.6 b., which states that "Contractor shall assume all liabilities at time of pick-up" with no reference on how the vehicles and equipment will be transported by Contractor.***

ITEM 4: Question: For items at the Agencies facility that need to be loaded onto a truck via forklift, will the Agency load said items with a forklift?

Answer: ***Yes, the Aviation Authority's will assist with loading said items with a forklift, if necessary.***

ITEM 5: Question: Under 3.7.d, why is a garage liability insurance policy not required? If the contractor is required to transport items to their facility there should be a garage policy required to cover the agency from any liability should damages or accidents occur.

Answer: ***Regardless of the type of insurance a Contractor elects to carry, the contract language is written, "Contractor shall assume all liabilities at time of pick-up" (Section 4). See also 3.7 k. 1.***

ITEM 6: Question: It appears as if the Agency wants to have all costs be paid in the form of a commission to the vendor. Does this mean that the Agency wants an all inclusive commission covering all services offered by the vendor with no additional charges? (i.e. transport, labor, etc.)

Answer: ***Correct. The Aviation Authority wants an all-inclusive commission covering all services offered by the vendor with no additional charges. (i.e. transport, labor, etc.)***

ITEM 7: Question: Are all insurance requirements for the vendor applied to the subcontractors as well? To make sure the Agency is fully covered.

Answer: ***Please refer to Section 3.7 Insurance Requirements, which requires insurance to apply to not only the Contractor, but also "its employees, agents, and Subcontractors."***

ITEM 8: Question: I see that only a commission is mentioned as a means for payment of the contractor, does this mean a buyer's premium cannot be charged?

Answer: ***No. There shall be no "Buyer's Premium" cost for the Aviation Authority property.***

ITEM 9: Question: If a buyer's premium can be charged will all aspects of buyers fees be taken into account when evaluating, such as a credit card payment fee? Online bidding fee? Regular buyers' premium? All these things impact the end sale price of your items and together can sometimes be 2 times the sales tax collected on items collected on an item. If you are a bidder and are paying an extra 15% on top of purchase price and taxes, that will impact how much you will spend on an item thereby lowering the return to the Agency.

Answer: ***No. There shall be no "Buyer's Premium" cost for the Aviation Authority property.***

ITEM 10: Question: Are all items that transported and stored at the Auctioneers facility that are subject to damage by being left outdoors required to be stored undercover, such as: electronics, lost and found items, furniture, etc...?

Answer: ***Any damages, loss or theft to in the Contractor's care, custody and control during the term of this Agreement will be the sole responsibility of the Contractor. The auction off-site location is required to provide the appropriate space to meet the security and safety requirements listed in the RFP. The auction off-site location must be in compliance with, but not limited to, Section 4.0 Scope of Work.***

ITEM 11: Question: Are the lost and found required to be sorted into small lots to garner the highest possible return for the Agency?

Answer: Yes, Lost and Found must be sorted into small lots to garner the highest return for the Aviation Authority.

ITEM 12: Question: What percentage of the agencies sales over the past 3 years are for the following categories?

Vehicles and equipment: Miscellaneous items: Lost and Found

Answer: ***Please refer to Section 2.0 Background information, Page 11. The dollar amount for the past three years has been provided.***

ITEM 13: Question: Since the Airport has a regular rotation of items to be sold every month at the longest interval is the vendor required to hold an Auction at the location items are being sent to every week? Every month? To make sure items are properly rotated out of inventory and don't depreciate in value?

Answer: The AAR and the Awarded Contractor will schedule, if necessary, weekly online auctions.

ITEM 14: Question: In 4.1.c., states that "The Contractor shall post photos, descriptions, and allow for in-person previews as needed to maximize the exposure of available items to the public." Shall the vendor be open on a weekly basis to allow for the general public to view items for Auction?

Answer: ***The Awarded Contractor shall ensure a reasonable amount of time is allowed for the general public to view items available in the online Auction. If requested by either the AAR or by the general public who is a registered bidder for the online auction, the time could be extended.***

ITEM 15: Question: Approximately how many freight trailers (48') in length have been sold by the Agency by the contractor over the past 3 years on-site and offsite?

Answer: Ten (10) freight trailers have been sold by the current Contractor at their offsite location.

ITEM 16: Question: Under 4.4.b, it states "No Titled Vehicles and Equipment, Miscellaneous Items, or Lost and Found Items, shall be sold to the Contractor, any of the Contractor's employees, or any affiliate, agent, or representative of either." Does this also mean that the Vendor should not be selling items purchased from other Government Agencies and put in their name for sale at a profit?

Answer: ***No, none of the Contractor's employees, or any affiliate, agent, or representative of either shall participate as a bidder or buyer of the Aviation Authority's Auctions.***

ITEM 17: Question: Under 4.5.e., it states that extended bidding is required, is there a set time limit for that, and how is that applicable during a live auction?

Answer: ***There is no set time limit; the Aviation Authority will rely on the Contractor to determine during an online auction if the time needs to be extended due to the high traffic. This will not apply to a live auction. Live auctions will be only if the Aviation Authority requests "Additional Services".***

ITEM 18: Question: This bid is for Online Auction Services, so why under 4.13.a is there an need for Live Auction services?

Answer: ***4.13 is for Additional Services. The Aviation Authority may determine there is a need to schedule a "Live Auction" when it is in their best interest.***

ITEM 19: Question: Under 3.7.d & 3.7.e both policies are required by the state to have a dealer's license, which is a requirement under 3.1.c, so what would be the insurance minimums for 3.7.d & 3.7.e?

Answer: ***Regardless of the type of insurance a Contractor elects to carry, the contract language is written that "Contractor shall assume all liabilities at time of pick-up" (Section 4). See also 3.7 k. 1.).***

ITEM 19: The Pre-Bid PowerPoint Presentation and Sign-in Roster is attached.

* * * * * * * **END OF ADDENDUM NO. 1** * * * * * * *

Janice K. Hughes

Janice K. Hughes, CPPB
Senior Purchasing Agent
Janice.Hughes@goaa.org
407.825.6425

Date: 9/27/2021

GREATER ORLANDO AVIATION AUTHORITY
PRE-PROPOSAL GOTOMEETING
P08-22
https://global.gotomeeting.com/join/125490741

September 21, 2021
10:00 a.m.

DIAL IN FOR AUDIO (REQUIRED):

United States (Toll Free): 1 877-309-2073
Access Code: 125-490-741

MWBE/LDB*	NAME	COMPANY NAME	MAILING ADDRESS	PHONE NO. E-MAIL ADDRESS
	Janice Hughes	GOAA – Purchasing	8652 Casa Verde Rd. Building 811 Orlando, Florida 32827	407 825 6425 Janice.Hughes@GOAA.org
	Howard White	GOAA – Material Control		
	Marcio Cicarini	GOAA – Material Control		
	Jason Gideon	George Gideon Auction	PO box 1179 zellwood, FL 32798	onlinesales@ggauctions.com 407 886 2211

*Please put ✓ if you are an MWBE/LDB certified company

ORLANDO INTERNATIONAL AIRPORT
The Orlando Experience

Pre-Proposal Conference for 08-22 Online Auctioneer Services

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Agenda

- Introduction GOAA Staff
- Important Dates
- Overview
- Minimum Criteria
- Evaluation and Award Criteria
- Scope of Services/Specifications
- Proposal Submittal Format and Forms

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Sept. 21, 2021

Introduction of GOAA STAFF

Owner	**Greater Orlando Aviation Authority**
Howard White	**Authority Authorized Representative (AAR)**
Janice Hughes	**Senior Purchasing Agent**

- The Solicitation documents, responses to inquiries, and Pre-Proposal Conference Presentation will be made available online at the Negometrix website:

  https://app.negometrix.com/buyer/5681

- This presentation is an excerpt from the published Request for Proposal (RFP). Please refer to the website above for the complete versions of all documents applicable to this RFP.

Important Dates

Written Inquiries

Email to: Janice.Hughes@goaa.org

Deadline for Submittal of Questions, Request for Clarifications or Request for Information

September 24, 2021, 5:00 p.m., EST

Opening Date

October 12, 2021, 11:00 a.m. EST

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Sept. 21, 2021

Minimum Requirements

(Refer to Section 3.1, Page 12)

Proposers must meet the minimum requirements listed and provide written documentation that it meets the following Requirements:

a. Proposer must have an Auction Storage site within an eighty-five (85) mile radius of the Orlando International Airport.

b. Proposer will be registered to do business in the State of Florida, prior to award.

c. Must hold a current State of Florida Auction Business License, have a current State of Florida Department of Highway Safety and Motor Vehicles Independent Dealer in Motor Vehicle License and have a valid local business tax receipt or occupational license.

d. Must have and maintain an active website and post auction information sales schedule on said website.

e. Shall have a minimum of five (5) years successful, continuous, and recent experience with providing Online Auctioneer Services.

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Sept. 21, 2021

Minimum Requirements

Must provide documentation that demonstrates Proposer's responsibility and experience since January 1, 2016, in providing the Scope of Services described.

- Provide a list of any clients to whom the Proposer has provided Auctioneering Services on or after January 1, 2016, and to which any such services terminated prior to the end of the Agreement term. If services were terminated, the Proposer shall explain why
- Must submit a minimum of three (3) verifiable business/client references proving a **minimum of five (5) years of online auctioneer services**.

Evaluation of Proposal Response

(Refer to Section 3.4, page 12)

The Aviation Authority in its discretion, may award the Contract to the responsible and responsive Proposer submitting the Proposal which is deemed to be the most advantageous to the Aviation Authority, price and other factors being considered.

The evaluation criteria to be considered in determining which Proposal is most advantageous to the Aviation Authority:

a. Meet Proposer Minimum Requirements.
b. Experience and Knowledge.
c. Auctioneering Plan.
d. Auctioneer Commission Fees.

Proposer(s) must meet the requirements as stated and demonstrate a their capability required for Online Auctioneer Services for the Airport.

Evaluation Criteria Cont.

- The evaluation criteria does not have any specific predetermined relative weight.
- The consideration of individual criterion is merely a tool to assist the Aviation Authority in determining which Proposal is most advantageous, as a whole, to the Aviation Authority, price and other factors being considered.

Selection Process

(Refer to Section 3.5, Page 13)

- Responses to this RFP will be evaluated and ranked by the Concessions/Procurement Services Committee (CPC).
- The recommendation of the CPC will be considered by the Aviation Authority Board for award.

Selection Process Cont.

- Following the Aviation Authority Board approval of the CPC ranking, the Aviation Authority shall enter into negotiations with the top-ranked Proposer, in order to consummate a contract.
- The Aviation Authority reserves the right to waive any informality in the RFPs, to reject any and all RFPs, and to re-advertise or elect not to proceed with the services for any reason. All recommendations and decisions regarding award of the services shall be made at open public meetings in accordance with the requirements of Florida Statute 286.011, and all interested parties are invited to attend such meetings.
- The meetings of the CPC Committee and Aviation Authority Board are public meetings.

INSURANCE REQUIREMENTS

(Refer to Section 3.7, Page 14)

TYPE	AMOUNT
General Liability	$1,000,000
Automobile Liability	$1,000,000
Workers Compensation	Statutory limits
Crime Coverage	Insurance covering employee dishonesty; forgery or alteration; computer fraud; funds transfer fraud; extortion; money and securities; money orders and counterfeit money, etc. with limits not less than $100,000 per loss.
Additional Insured Endorsement	Contractor agrees and shall cause the Aviation Authority and the City and their members (including, without limitation, members of the Authority's Board and the City's Council and members of the citizens' advisory committees of each), officers, employees, and agents to be named as additional insureds under such policy or policies of commercial general and automobile liability insurance.

Other Special Conditions

- **Section 3.8 Verification of Employment Status**
  - Prior to the employment of any person under this Contract, the Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the Contract
- **Section 3.10 Airport Security**
  - The successful Proposer will be required to comply with all applicable regulations of the Transportation Security Administration (TSA) and of the Aviation Authority relating to Airport security, including those relating to access to the Aircraft Operations Area (AOA) of Orlando International Airport, as such regulations may be in effect or changed from time to time.

Fees

(Refer to Section 3.14, Page 18)

The Aviation Authority shall pay the Auctioneering Commissions for Website Auctions for each as follows:

Item 1 - Titled Vehicles and Equipment

Item 2 - Miscellaneous Items

Item 3 - Lost and Found Items

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

Invoice and Payments

(*Refer to Section 3.15, Page 19)*

The Contractor shall:

Deliver all proceeds from each Auction, less applicable sales tax, less the Contractor's Auctioneering Commission within ten (10) business days after the completion of the Auction.

Submit all Auction proceeds and all Reports (including, without limitation, reports, statements, and lists required), in accordance with Section 4.9 Payment and Record Keeping, reports shall be sent electronically to the AAR or his designee.

Pay promptly all charges and costs incurred by Contractor for labor and materials used for the work performed.

Be solely responsible for all payment collections on all Auction Sales and any check or credit card losses or irregularities.

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The cost for the Special Permit shall be provided by, and reimbursed out of the Auctioneering Commission payable to the Auctioneer.

Scope of Services/Specifications

Services will include, but are not necessarily limited to: the collection, transportation, storage, and auction of the Aviation Authority's surplus property, including, but not limited to:

Titled Vehicles and Equipment (special purpose vehicles, surplus heavy equipment),

Miscellaneous Items (lawn mowers, automotive parts and accessories, radios, television sets, and stereos),

Lost and Found items (clothing, suitcases, jewelry, and recreation equipment), and various other articles of tangible personal property.

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Scope of Services

(Refer to Section 4, Page 21)

- The Contractor must have fully operational and secure Internet auction server/site to display photos, give full description, display current bid, and allow on-line bidding and capability to close bidding effectively.
- The Contractor shall advertise surplus items using various media, to include online and print advertising. The Contractor shall post photos, descriptions, and allow for in-person previews as needed to maximize the exposure of available items to the public.
- The Aviation Authority reserves the right to reject any bids or sales. The Aviation Authority reserves the right to set a minimum price or reserve amount for specific items.
- Each sale is final and documentation of the full payment of purchase(s) is to be recorded.
- The Auctioneering Services shall be coordinated with the Authority's Authorized Representative (AAR).

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Scope of Services

Contractor's Personnel

- The Contractor must provide all personnel deemed necessary to meet the requirements of the Contract.
- The Contractor shall provide administrative, labor, and clerical staff to help move inventory to the Auction Site.
- The Contractor shall perform the lotting and tagging of the merchandise, and completion of title transfers.
- No Titled Vehicles and Equipment, Miscellaneous Items, or Lost and Found Items, shall be sold to the Contractor, any of the Contractor's employees, or any affiliate, agent, or representative of either.

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Sept. 21, 2021

Scope of Services

Contractor's Responsibilities

- Has an Auction Storage site within an eighty-five (85) mile radius of the Orlando International Airport
- Registration - All bidders will be required to register prior to the Auction. The Contractor shall provide all registration services.
- Sorting - Contractor shall sort and assess the Lost and Found items for Auction. If personal items are identified by owner documentation (passport, driver's license, etc.), these items shall be returned to the AAR.
- Lot Numbering - Contractor shall record the lot number for the Auction in the electronic list provided by the Aviation Authority and returned to the Aviation Authority within ten (10) business days after an Auction sale.
- The online System should allow for extended bidding when necessary (bidding continues if there is strong activity right before scheduled closing time)
- Contractor shall take and upload pictures of each item with full description written by Contractor. Both photos and description should be of adequate resolution and quality and designed to promote interest and achieve the best price.

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Sept. 21, 2021

Scope of Services

Contractor's Responsibilities

Delivery of Titled Vehicles and Equipment to Auction Site:

1. When requested, the Contractor shall make arrangements to provide the appropriate equipment and labor to pick-up and deliver the Titled Vehicles and Equipment to its Auction Site.
2. Contractor shall assume all liabilities at the time of pick-up from the Aviation Authority's location until the item is sold and picked-up by the buyer.
3. Security of all Items stored on Contractor's Auction Site is the sole responsibility of the Contractor.
4. The Aviation Authority shall retain ownership of all unsold Titled Vehicles and Equipment.

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Scope of Services

Contractor's Responsibilities

Delivery of Miscellaneous Items to Auction Site:

1. When requested, the Contractor shall make arrangements to provide moving truck to pick-up and deliver the Miscellaneous Items. Contractor shall assume all liabilities at the time of pick-up from the Aviation Authority's location until the item is sold and picked-up by the buyer.

2. Security of all Miscellaneous Items stored on Contractor's Auction Site is the responsibility of the Contractor. Any damage or loss of any Miscellaneous Items shall be reimbursed by the Contractor's insurance coverage to the extent of such coverage, provided that such reimbursement right does not limit or waive the Aviation Authority's right to recover damages from the Contractor.

3. The Aviation Authority shall retain ownership all unsold Miscellaneous Items

Scope of Services

Contractor's Responsibilities

Pick-Up of Lost and Found Items to Auction Site:

1. The Contractor shall pick-up the Lost and Found Items no later than the last day of each month from the HBJ Warehouse. Contractor shall assume all liabilities at the time of pick-up from the Aviation Authority's location until the item is sold and picked-up by the buyer.

2. Security of all Lost and Found Items stored on Contractor's Auction Site is the responsibility of the Contractor. Any damage or loss of any Lost and Found Items shall be reimbursed by the Contractor's insurance coverage to the extent of such coverage, provided that such reimbursement right does not limit or waive the Aviation Authority's right to recover damages from the Contractor.

3. The Aviation Authority shall retain ownership of all unsold Lost and Found Items. All items not sold in auction must be prepared for the next online auction. If the items do not sell in the second online auction, the Auctioneer will coordinate with the AAR on the return, donation or disposal of the Lost and Found items.

Scope of Services

Contractor's Responsibilities

Advertising/Marketing

1. The Contractor shall publish at least one (1) advertisement in the Classified Section of at least one (1) newspaper of general paid circulation in Orange County, Florida, and at least one (1) newspaper of general paid circulation in the County in which the online Auction is to be held at least ten (10) calendar days prior to the date of the Auction.

2. Prior to advertising the Titled Vehicles and Equipment, Miscellaneous Items, and Lost and Found Items, to be auctioned, the Contractor and the AAR shall agree on the descriptions of such items.

3. The Contractor shall include the contents of the Contractor's "Auction Terms and Conditions" to prospective buyers and make the "Auction Terms and Conditions" available for downloading or viewing on the internet auction website.

Scope of Services

Contractor's Responsibilities

Payment and Record Keeping

1. The Contractor shall issue payment in the form of a check to the Aviation Authority along with itemized report of all items sold.

2. The Contractor shall record each sale separately and within ten (10) business days of the Auction shall separately report to the Aviation Authority each sale from each category.

3. Provide computer-generated reports.

Scope of Services

Additional Work

1. Contractor shall have the ability and availability to hold onsite (Live) auctions when requested/needed.

2. "Any Additional Work" shall be performed only upon written authorization of the AAR or designee.

Proposal Submittals

- Proposal packages shall be sealed and clearly labeled. Must be submitted to:

Greater Orlando Aviation Authority
Purchasing Office
8652 Casa Verde Road, Building 811
Orlando, Florida 32827-4338

- One **"Original"** Response clearly marked:

"08-22 Online Auctioneer Services"

- One **Copy** clearly marked

- One **exact Electronic Copy (on a USB Flash Drive)** of the Proposal shall be included with the Original Response.

Proposal Format and Submittals
(Refer to Section 7)

Required Proposal Format No more than 50 Pages

Tab 1 – Table of Contents
Tab 2 - Executive Summary
Tab 3 - Proposer's Knowledge and Experience
Tab 4 – Proposed Auctioneering Plan
Tab 5 –Claims Information
Tab 6 – Additional Information

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ORLANDO INTERNATIONAL AIRPORT
The Orlando Experience

Proposal Format and Submittals
(Refer to Section 7)

Tab 7– Attachments (Forms to be turned in with Proposal)

Attachment A - Proposer's Certification Form.
Attachment B - Proposal Price Schedule.
Attachment C - Addendum Receipt Verification Form.
Attachment D – Proposer's Questionnaire. (References' Form).
Attachment E - Conflict of Interest Disclosure Form.
Attachment F – Scrutinized Company Certification Form.
Attachment H -Bidder's W-9.
Attachment I - Certificate of Insurance.
Attachment J - No Bid Response Form.

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ORLANDO INTERNATIONAL AIRPORT
The Orlando Experience

Proposal Submittals

Attachment A - Proposal Certification
To be completed by the Proposer and provided with its response.

Attachment B - Proposal Price Schedule
To be completed by the Proposer and provided with its response.

Attachment C - Addenda Acknowledgement
Must acknowledge each addenda on this form and include with your response.

Attachment D - Bidder's Questionnaire
The questionnaire is to be completed by the Proposer and provided with its response.

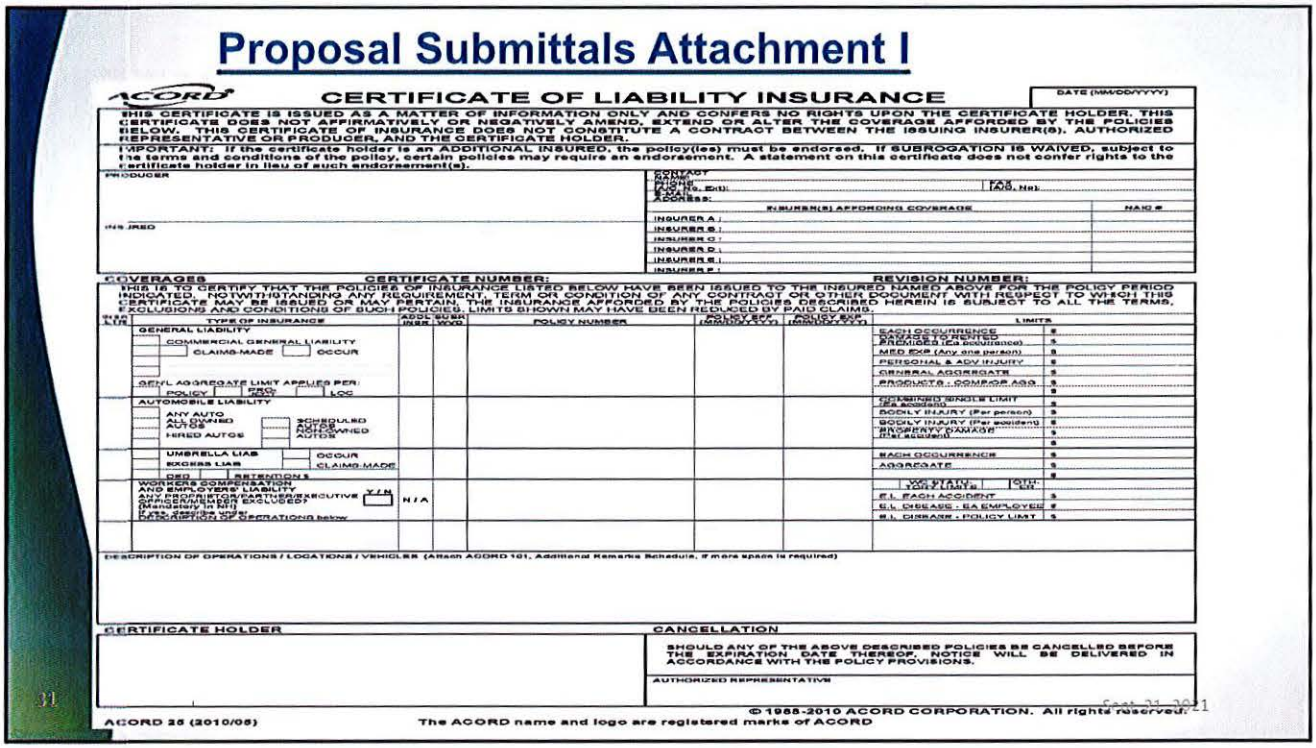
Proposal Submittals

Attachment E - Conflict of Interest Disclosure Form
All Proposers must disclose within their return response the name of any officer, director, employee or agent (or their spouse or child) who is also an employee or officer of the Aviation Authority.

Attachment F - Certification Regarding Prohibition Against Contracting with Scrutinized Companies
To be completed by the Proposer and provided with its response.

Attachment H - Current W9 – October 2018
To be completed by the Proposer and provided with its response.

Proposal Submittals Attachment I



ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER

CONTACT NAME:
PHONE (A/C, No, Ext):
E-MAIL ADDRESS:
FAX (A/C, No):

INSURED

INSURER(S) AFFORDING COVERAGE | NAIC #

INSURER A :
INSURER B :
INSURER C :
INSURER D :
INSURER E :
INSURER F :

COVERAGES | CERTIFICATE NUMBER: | REVISION NUMBER:

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

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

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

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Sept. 21, 2021

ACORD 25 (2010/05)

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Proposal Submittals

Attachment J – No Response

If your firm is unable to submit a response at this time, please provide the information requested in the space provided below and return to:

GREATER ORLANDO AVIATION AUTHORITY
PURCHASING DEPARTMENT
8652 CASA VERDE ROAD, BUILDING 811
ORLANDO, FLORIDA 32827-4338

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Sept. 21, 2021

Proposal Opening

Bid Opening will consist of reading aloud the Proposer's Name only. Pricing will not be read aloud in accordance with State Of Florida Statute 119.071 (1):

Sealed Proposals, received by an agency pursuant to a competitive solicitation are exempt from FS. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

Notice of Intended Decision will be posted to OrlandoAirports.net.

****REMINDERS*****

Deadline to Submit Questions:

September 24, 2021 5:00 p.m. EST.

Email All Questions to: Janice.Hughes@goaa.org

Response are Due:

Tuesday, October 12, 2021 at 11:00 a.m. EST.

GREATER ORLANDO AVIATION AUTHORITY

REQUEST FOR PROPOSALS (RFP)

RFP 08-22

ONLINE AUCTIONEER SERVICES

PROJECT DESCRIPTION: This RFP is to solicit competitive sealed responses for the collection, transportation, storage, and online auctioneer services for the Aviation Authority's surplus property, including, but not limited to: titled vehicles and equipment, miscellaneous items (office furniture, office equipment/machines, office supplies), and Lost and Found items.

DATE OF ISSUE: Sunday, September 5, 2021

NON-MANDATORY PRE-PROPOSAL MEETING:

Tuesday, September 21, 2021, 10:00 a.m., EST

PRE-PROPOSAL LOCATION: Purchasing Department, 8652 Casa Verde Road, Building 811, Orlando, FL, 32827 or GoToMeeting:

https://global.gotomeeting.com/join/125490741
United States (Toll Free): ***1 877-309-2073*** Access Code: **125-490-741**

DEADLINE FOR QUESTIONS: Friday, September 24, 2021, 5:00 p.m., EST

DIRECT ALL QUESTIONS & INQUIRES TO:

Name: Janice K. Hughes, CPPB
Title: Senior Purchasing Agent
Email: Janice.Hughes@goaa.org
Phone: (407) 825-6425

RFP DUE ON OR BEFORE DATE: Tuesday, October 12, 2021

RFP DUE ON OR BEFORE TIME: 11:00 a.m., EST

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The Greater Orlando Aviation Authority (GOAA) now uses an online solicitation platform powered by Mercell USA (formerly Negometrix USA) to post and accept submissions for open solicitations.

GOAA encourages you to register on the Negometrix platform and to add commodity codes to your account so that you will automatically be notified of solicitation opportunities with GOAA that may be of interest to your firm.

Register on Negometrix 4

Registration is a simple and free process that takes only a few minutes. Please click the link below and fill out the registration form. GOAA believes that this online transition will be of benefit to all vendors, greatly reducing the time and cost attributed with printing and shipping multiple copies of solicitation responses. To register with Negometrix follow the link:

https://app.negometrix.com/registration.

If you already have a Negometrix 4 profile, you will not need to register again to participate in GOAA bids.

You can find all current GOAA solicitations at: https://app.negometrix.com/buyer/5681

Additional Information

Suppliers can check out the support video in the link below for a full walkthrough of the Negometrix 4 platform, after registering to submitting your first solicitation:
https://youtu.be/4mpFfFaPp2M

Need Assistance?

The Service Desk for the Negometrix 4 platform is available from Monday – Friday, 9:00 am – 8:00 pm EST for any assistance you may need. You can check out frequently asked questions on their Support Page, https://help.negometrix.com/en/support/home, or find the contact information below:

Negometrix Service Desk

Email: servicedesk.us@negometrix.com
Phone: (724) 888-5294

1.0 GENERAL INFORMATION

1.1 Tentative Schedule

Release Date: **Sunday, September 5, 2021**
Pre-Proposal GoToMeeting: **Tuesday, September 21, 2021 at 10:00 a.m. EST**
Deadline for submission of questions: **Friday, September 24, 2021 5:00 p.m. EST**
Release of Addendum: **Tuesday, October 5, 2021**
Deadline for return of Proposal: **Tuesday, October 12, 2021 by 11:00 a.m. EST**
Concessions/Procurement Committee:* **November 15, 2021**
If required, Interviews by Concessions/Procurement Committee*: **December 6, 2021**
If required, Recommendation to the Aviation Authority Board*: **January 2022**

**Sunshine Meeting schedules are posted weekly on the Aviation Authority website.*

1.2 Solicitation Information

Solicitation documents may be examined and are available for download from the Aviation Authority's Purchasing Department's website or by visiting GOAA's online solicitation platform powered by Mercell USA (formerly Negometrix USA) at www.orlandoairports.net/purchasing or https://app.negometrix.com/buyer/5681.

a. Negometrix provides supplier registration services, document fulfillment and other purchasing related services to the Aviation Authority and to suppliers doing business with the Aviation Authority. **There is no charge to the Proposer/Proposer to register and any award resulting from this solicitation will not require any payment by the Proposer/Proposer to Mercell USA.**

b. If you received this solicitation document from any source other than Mercell USA (Negometrix 4), please promptly register your interest in this solicitation with Negometrix 4.

c. A Pre-Proposal Conference will be held, **Tuesday, September 21, 2021, 10:00 a.m. EST. Proposers may attend in person or may attend via a GoToMeeting: https://global.gotomeeting.com/join/125490741** *United States (Toll Free):* ***1 877-309-2073*** Access Code: 125-490-741. Location is listed on the Cover Page of this solicitation.

d. If participating in the Pre-Proposal Meeting, participants are respectfully requested to RSVP to Janice.Hughes@goaa.org with their company name and contact information.

e. The purpose of any Pre-Proposal Conference is to review and discuss the solicitation (and any addenda) as published. Attendance is not mandatory but is highly encouraged. Proposers are expected to be familiar with the Proposal Documents.

f. Questions regarding this Solicitation are to be directed to the Senior Purchasing Agent listed on the Cover Page of this Solicitation. The last date for questions pertaining to this Solicitation is **Friday, September 24, 2021 no later than 5:00 p.m., EST**. Questions after this date and time will not be answered. Questions will be answered via addendum and posted to https://app.negometrix.com/buyer/5681.

g. If the Purchasing Department determines that it is necessary to change these dates or times prior to the Proposal due date, the change will be announced via an addendum and posted on Negometrix 4.

h. Proposal openings shall be public, opened on the date and at the time specified on the Proposal form. The Proposer's name and verification of bond submittal, if applicable, will be publicly announced aloud at the Proposal opening.

i. The Proposal Summary is posted on the Aviation Authority's Purchasing Department's website: www.orlandoairports.net/purchasing and on Negometrix 4 website: https://app.negometrix.com/buyer/5681.

j. All prospective Proposers/Proposers shall thoroughly examine and become familiar with the Proposal package and carefully note the items which must be submitted with the Proposal as detailed in **Section Seven, Proposal Submittal Requirements.**

k. Submission of a Proposal shall constitute an acknowledgment that the Proposer has read and understands the Proposal Documents. The failure or neglect of a Proposer to receive or examine any Proposal Document shall in no way relieve it from any obligations under its Proposal or the Contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge or understanding of any of the Contract Documents or the scope of work.

l. **Proposers shall submit *One (1) Response to the RFP only from their Firm.***

m. Proposer's Proposal prices shall remain firm for the duration of the initial term of the Contract. Any anticipated increases in Proposer's costs during the initial term of the Contract must be reflected in its prices set forth in its Proposal. The Aviation Authority shall not be obligated to renegotiate or increase any price for any work during the initial term of the Contract based on a Proposer's mistake or miscalculation of prices, underestimation of costs, or for any other reason. All of the Proposer's overhead costs, including, but not limited to, costs of the required bonds and insurance coverages, shall be included in such Proposer's prices listed in its Proposal.

1.3 Intent and Purpose

a. The purpose of this RFP is to solicit competitive sealed responses for the collection, transportation, storage, and auction of the Aviation Authority's surplus property, including, but not limited to: titled vehicles and equipment,

miscellaneous items (office furniture, office equipment/machines, office supplies), and Lost and Found items.

b. The selected Proposer shall provide all labor, supervision, equipment, materials, tools licenses, permits, and all other items necessary or proper for, or incidental to, performing organizing, advertising, conducting, documenting, and providing auctioneering services via an internet auction website on behalf of the Aviation Authority.

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

1.4 Proposal Submittal

a. **The time/date stamp clock located in the Purchasing Department Office shall serve as the official authority to determine lateness of any Proposal. The Proposal time shall be scrupulously observed. Under no circumstances shall Proposals delivered after the time specified be considered. Late Proposals will be returned to the Proposer unopened.**

b. Each Proposer shall submit a complete set of the Proposal Submittal as defined below:

One (1) hard copy marked "ORIGINAL"
One (1) hard copy (s) marked "COPY"
One (1) COMPLETE electronic copy on a USB drive in PDF format

c. All Proposals must be typewritten or filled in with pen and ink, and must be signed in ink by an officer or employee having authority to bind the company or firm. Errors, corrections, or changes on any document must be initialed by the signatory of the Proposal.

d. It is the sole responsibility of the Proposer to ensure that their Proposal reaches the Purchasing Department. All Proposals, unless otherwise specified, must be delivered to the following address no later than the time and date specified in the solicitation:

Greater Orlando Aviation Authority
Purchasing Department
8652 Casa Verde Road, Building 811
Orlando, Florida 32827-4338

e. Proposers should include the Proposal Number, Proposal Name, Name and Address of Proposer, and the Date of the Proposal opening on the outside of the box or envelope. **Proposals submitted by e-mail, telephone or fax shall not be accepted. An e-mailed or a faxed Proposal shall be rejected as non-responsive regardless of where or when it is received.**

f. Proposers are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your Proposal is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address.

g. This office will not be responsible for deliveries made to any place other than the specified address.

1.5 Exceptions to Terms and Conditions within the RFP

If the Proposer desires to take exception(s) to any portion of the terms and conditions of this RFP, the exception(s) must be taken during the question and answer period, and response will be included in an addendum. Exceptions noted within the response submittal will cause the response to be deemed non-responsive.

1.6 Contract Period/Initial Term

a. The Contract period will be for Thirty-Six **(36) months** with the **Initial Term** to commence on or about **April 1, 2022**, and with the Aviation Authority having options to renew the Contract **for two (2) additional periods of one (1) year each**.

b. The option year's compensation will be based on the annual unit prices. If the parties cannot successfully negotiate pricing for any renewal option year, the Authority may exercise its option to renew the Contract for such option year at the maximum prices described below. The compensation due to the Contractor in the first renewal option year, if exercised, may not exceed the annual unit prices for the immediately preceding year, increased by a percentage that equals the percentage, if any, by which the Consumer Price Index, United States City Averages, Urban Wage Earners and Clerical Workers (CPI-W), All Items (1982-84=100) ("CPI") published from time to time by the United States Bureau of Labor Statistics in effect as of the end of the thirtieth (30^{th}) month of the Contract term exceeds the CPI in effect as of the end of the eighteenth (18^{th}) month of the Contract term. The Compensation due to the Contractor in the second renewal option year, if exercised, may not exceed the annual unit prices for the immediately preceding year, increased by a percentage that equals the percentage, if any, by which the CPI in effect as of the end of the forty-second (42^{nd}) month of the Contract term exceeds the CPI in effect as of the end of the thirtieth (30^{th}) month of the Contract term.

1.7 Communications; Questions Regarding Specifications or Proposal Process

a. All communication and contact regarding this solicitation shall be directed to the Senior Purchasing Agent referenced on the cover page of this solicitation.

b. Any official communication from a Proposer during the Proposal process should be submitted in writing to the Greater Orlando Aviation Authority, Purchasing Department, 8652 Casa Verde Road, Building 811, Orlando,

Florida 32827-4338 or to the email address as directed during the Proposal process. A copy of the Administration Policies (Sections 180.01 and 180.03) are available upon request from the Chief Administrative Officer.

c. In accordance with the above-referenced policies, any communication directly or indirectly to seek to encourage any specific result in connection with an Aviation Authority selection process, including but not limited to, written communications, any and all forms of electronic communications or messaging, including social media, oral communications either in person or by telephone, initiated by a Proposer or through a lobbyist, agent or third person, to any Aviation Authority staff and/or Committee/Board member who is a member of any committee constituted for the purposes of ranking Solicitations, making recommendations or making an award, is prohibited from the time that the Solicitation is released to the time that the award is made.

1.8 Notice of Intent to Award Contract

Unless all Proposals are rejected by the Authority, a Notice of Intent to Award is anticipated to be provided within ninety (90) days from the opening of Proposals to the responsible and responsive Proposer submitting the Proposal deemed to be most advantageous to the Aviation Authority, price and other factors being considered. For all procurements, the Aviation Authority reserves the right to reject any or all Proposals and to cancel the procurement or to solicit new Proposals.

1.9 Public Meetings/Public Records

Please be aware that all meetings of the Aviation Authority's Board are duly noticed public meetings and all documents submitted to the Aviation Authority as a part of or in connection with a Proposal will constitute public records under Florida law regardless of any person's claim that proprietary or trade secret information is contained therein.

1.10 Code of Ethics and Business Conduct Policy

The Aviation Authority has adopted a Code of Ethics and Business Conduct Policy (Section 204.01) which addresses, the obligation of the Aviation Authority's Board members and employees to follow the Florida Statutes in reference to these issues. This includes, but is not limited to, the obligations of the Aviation Authority's Board members and employees with respect to having an interest in business entities, outside employment, gratuities, divulgence of information, unauthorized compensation and acceptance of gifts. Please be aware that any violation of this policy by a Proposer and/or any attempt to influence an Aviation Authority Board member or employee to violate the policy is sufficient cause for the denial of the right of the Proposer to Proposal on any Contract or sell any materials, supplies, equipment, or services to the Aviation Authority for a period of time that is determined by the Chief Executive Officer. A copy of this policy is available upon request from the Chief Administrative Officer.

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2.0 BACKGROUND INFORMATION

2.1 Auction Historical Data

a. From April 2018 to date, approximately were sent to auction with gross sales of

1)	Titled items and equipment	$207,304.82.
2)	Miscellaneous items grossed	$97,592.77.
3)	Lost and Found items grossed	$476,223.55.

b. The Aviation Authority does not guarantee any amount of receipts. This is for informational purposes only and in no way represent a guarantee of the amount of surplus property that will be available for sale.

2.2 Airport Demographics

a. As of January 2021, the Orlando International Airport is served by 19 commercial airlines and 7 cargo carriers. In January 2020, the Airport was served by 37 commercial airlines and 6 cargo carriers.

b. Orlando International Airport like all airports in the United States, is self-sustaining, with Airport revenues being generated from user fees, concessions, and airline revenues. No local taxpayer dollars contribute to the operation of Orlando International Airport.

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3.0 SPECIAL CONDITIONS

3.1 Proposer's Minimum Requirements

Proposers must meet the following requirements to be considered for the award of the contract. Proposers will address each requirement specifically in their Proposal. In order for the Aviation Authority to consider the qualifications of Proposers for this RFP, each Proposer must acknowledge on company letterhead and provide written documentation that it meets the following Requirements:

a. Proposer must have an Auction Storage site within an eighty-five (85) mile radius of the Orlando International Airport to ensure residents of Orange and Osceola Counties attendance without undue travel issues with relation to picking up auction items.

b. Proposer must certify in writing with its RFP that Proposer will be registered to do business in the State of Florida, prior to award. If already registered provide a copy of such registration to the Aviation Authority with the RFP submission.

c. The Contractor must hold a current State of Florida Auction Business License, a State of Florida Department of Highway Safety and Motor Vehicles Independent Dealer in Motor Vehicle License; and a have a valid local business tax receipt or occupational license.

d. Must provide documentation that demonstrates Proposer's responsibility and experience since January 1, 2016, in providing the Scope of Services described herein.

e. Proposer shall have and maintain an active website and post auction information sales schedule on said website.

f. Proposer shall have a minimum of five (5) years successful, continuous, and recent experience with providing Online Auctioneer Services.

g. The Proposer shall provide with its Proposal a statement that the Proposer is willing to sign the Contract set forth in this RFP, as amended, within ten (10) days after receipt of the Notice of Intent to Award.

3.2 Proposer Partnership or Joint Venture

If the Proposer is a partnership, joint venture, or newly formed entity (e.g. limited liability company or corporation), the requirements set forth in this Section 3.1 (and throughout the RFP) must be satisfied by the entity or individual(s) that owns and controls a majority equity interest (at least 51%) of the partnership, joint venture or newly formed entity.

3.3 Evaluation of Proposal Award

The Aviation Authority, in its discretion, may award the Contract to the responsible and responsive Proposer submitting the Proposal which is deemed to be the most

advantageous to the Aviation Authority, price and other factors being considered. The following are the evaluation criteria that will be considered in determining which Proposal is most advantageous to the Aviation Authority. Proposer(s) must meet the requirements as stated.

a. Meet Proposer Minimum Requirements.

b. Experience and Knowledge.

c. Auctioneering Plan.

d. Auctioneer Commission Fees.

3.4 Evaluation Criteria of Proposal

a. The evaluation criteria does not have any specific predetermined relative weight. The consideration of individual criterion is merely a tool to assist the Aviation Authority in determining which Proposal is most advantageous, as a whole, to the Aviation Authority, the proposed commission fee percentage (price) and other factors being considered.

b. The relative advantages of a Proposer's responses with respect to one criterion may outweigh shortcomings of that Proposer's responses in one or more other criterion, depending on the relative disparities in the qualities of the responses in each criterion and the relative importance of certain criteria to each other, as determined in the exclusive discretion of the Aviation Authority.

c. All parties desiring information regarding the award of the Contract may visit http://Orlandoairports.net or https://app.negometrix.com/buyer/5681.

3.5 Selection Process

a. Responses to this RFP will be evaluated and ranked by the Concessions/Procurement Services Committee (CPC). The recommendation of the CPC will be considered by the Aviation Authority Board for award.

b. The CPC shall review the responses to evaluate whether the Proposers meet the requirements set forth in this RFP and have provided all required information. The CPC will then thoroughly evaluate the responses and may, at its discretion, invite one or more of the Proposers that appear to be the most highly qualified to perform the requested services to present/interview with the CPC. The purpose of such an interview would be to allow Proposers to elaborate upon their Proposal before a recommendation for ranking of the Proposals is made. Interview responses, along with the written Proposal will become part of the Proposer's response to be evaluated by the CPC. Among the factors that will be considered in selecting the Proposers who may be shortlisted or for ranking purposes include: meeting the requirements, approach to providing the Services, ability to provide the required Services, prior experience on similar projects, past performance with the Aviation

Authority (if applicable), past performance with other entities and pricing. The Aviation Authority reserves the right to solicit from available sources relevant information concerning a Proposer's past performance and may consider such information in its selection of Proposers.

c. If the CPC decides to shortlist Proposers, the presentations/interviews may be **held the week of December 6, 2021.** Following presentations/interviews, or in the event CPC determines that presentations/interviews are not necessary, the CPC shall make a final ranking and select in order of preference, in order to make a recommendation to the Aviation Authority's Board, the responsible, responsive, and in its sole discretion, most highly qualified Proposers to perform the requested services.

d. Following the Aviation Authority Board approval of the CPC ranking, the Aviation Authority shall enter into negotiations with the top-ranked Proposer, in order to consummate a contract on terms that are fair, competitive and reasonable. Should the Aviation Authority be unable to negotiate a satisfactory contract with the top-ranked Proposer, negotiations with that Proposer shall be terminated. The Aviation Authority shall then undertake negotiations with the second-ranked Proposer, and if necessary, additional Proposers in accordance with the order of ranking. Upon successful completion of contract negotiations with a Proposer, the Aviation Authority shall have the right, but not the obligation, to award all or any portion of the services. The extent and scope of the Services, along with the fees for such services, will be subject to final approval by the Aviation Authority. The Aviation Authority intends, but is not obligated, to enter into a non-exclusive agreement with the highest ranked Proposer to perform the required Services described herein. The Aviation Authority reserves its right to award any or all of the advertised services subject to the availability of funding.

e. The Aviation Authority reserves the right to waive any informality in the RFPs, to reject any and all RFPs, and to re-advertise or elect not to proceed with the services for any reason. All recommendations and decisions regarding award of the services shall be made at open public meetings in accordance with the requirements of Florida Statute 286.011, and all interested parties are invited to attend such meetings.

f. The meetings of the CPC Committee and Aviation Authority Board are public meetings.

3.6 Surety Bonds/Letters of Credit/Liability Insurance

A Surety Bond/Letter of Credit **is not** required for this Contract.

3.7 Insurance Requirements

At its sole expense, Contractor shall maintain the following insurance during the term of this Agreement, including any extensions or renewals and such insurance will apply to Contractor, its employees, agents, and Subcontractors.

a. **Commercial General Liability and Automobile Liability**:

1) Commercial General Liability insurance covering any and all claims for property damage and bodily injury (including death) and including, but not limited to premises, products and completed operations, and Contractual liability for Contractor's covenants, with a limit of liability not less than **One Million Dollars ($1,000,000)** per occurrence; and

2) Automobile liability insurance covering each motor vehicle, including but not limited to owned, non-owned, or hired, used in conjunction with providing Services on Aviation Authority property resulting in property damage or bodily injury, including death with a limit of not less than **One Million Dollars ($1,000,000)** combined single limit per accident;

3) Additional Insured Endorsement. Such above referenced liability insurance shall name Aviation Authority and the City of Orlando and their members (including, without limitation, members of the Aviation Authority's Board and the City's Council and members of the citizens' advisory committees of each), officers, employees, and agents as additional insureds.

b. **Workers' Compensation and Employer's Liability.** The following insurance shall apply to all Contractor's employees who will be engaged on Aviation Authority property in the performances of Services in this Agreement: (i) workers' compensation insurance with statutory limits in accordance with Florida law, and (ii) employer's liability insurance policy limits not be less than One Hundred Thousand Dollars ($100,000) for each accident, One Hundred Thousand Dollars ($100,000) for disease each employee and Five Hundred Thousand Dollars ($500,000) for disease policy limit. If the Contractor is self-insured, the Contractor shall provide proof of self-insurance and authorization to self-insure as required by applicable Florida laws and regulations. The Aviation Authority will not accept State of Florida exemptions.

c. **Professional/Errors & Omissions Liability Insurance. Not applicable.**

d. **Garage Liability Insurance. Not applicable.**

e. **Garage Keepers Insurance. Not applicable.**

f. **Warehouse Operators Legal Liability. Not applicable.**

g. **Motor Truck Cargo Insurance. Not applicable.**

h. **Crime Coverage.**

Insurance covering employee dishonesty; forgery or alteration; computer fraud; funds transfer fraud; extortion; money and securities; money orders and counterfeit money, etc. with limits not less than $100,000 per loss.

i. Pollution/Environmental Liability Insurance. Not applicable.

j. Cyber/Privacy Liability Insurance. Not applicable.

k. Other Insurance Requirements. Contractor agrees to the following as it relates to all above required insurance:

1) Insurance for any damages, loss or theft to Titled Items and Equipment in Contractor's care, custody and control during the term of this Agreement. Any deductible, self-insured retention or lack of responding insurance will be the sole responsibility of the Contractor.

2) Self-Insured Retention and Deductibles. Contractor's insurance policies shall not be subject to a self-insured retention or deductible exceeding Ten Thousand Dollars ($10,000), if the value of the Contract is less than $1,000,000, and not be subject to a self-insured retention or deductible exceeding One Hundred Thousand Dollars ($100,000), if the Contract is $1,000,000 or more, unless approved by the Aviation Authority's Chief Executive Officer. The above deductible limits may be exceeded if the Contractor's insurer is required to pay claims from the first dollar at 100% of the claim value without any requirement that Contractor pay the deductible prior to its insurer's payment of the claim.

3) Insurance policies shall be primary insurance and not contributory to any other valid insurance Aviation Authority may possess, and that any other insurance Aviation Authority does possess shall be considered excess insurance only.

4) Insurance shall be carried with an insurance company or companies be currently authorized to conduct insurance business in the State of Florida, and must have no less than a "B+" Financial Rating and a Financial Size Category of "Class VI" or higher according to the most current edition of AM Best Rating and said policies shall be in a form acceptable to Aviation Authority.

5) Any liability insurance maintained by Contractor written on a claims-made form basis will maintain coverage for a period of time determined by Aviation Authority to be appropriate to cover claims made after the Contractor has concluded its services to Aviation Authority.

6) All insurance required for this Contract shall contain a waiver of subrogation clause, as allowed by law, in favor of Aviation Authority and the City of Orlando.

7) A properly completed and executed Certificate of Insurance on a form provided or approved by Aviation Authority (such as a current ACORD form) evidencing the insurance coverages required by this Section shall be furnished to the Aviation Authority upon the Notice of Intent to Award

of the Contract and each renewal thereafter during the term of this Agreement and its renewal/extension. Contractor acknowledges that any acceptance of Certificate of Insurance by Aviation Authority does not waive any obligations herein this Agreement.

8) The Aviation Authority is currently contracted with a third party for the management of all insurance certificates related to Aviation Authority Contracts. Contractors who enter into a Contract with the Aviation Authority will be contacted directly by the third party vendor for insurance certificates and related matters such as expired certificates. An introductory letter will be sent instructing each Contractor of the proper procedures for processing updated insurance certificates as well as any other insurance related matter that may arise over the term of the Contract. Contractors will respond as directed in the introductory letter as well as any further instructions they may receive.

9) The Contractor shall provide the Aviation Authority immediate written notice of any adverse material change to the Contractor's required insurance coverage. For purposes of this Insurance Section, an "adverse material change" shall mean any reduction in the limits of the insurer's liability, any reduction of any insurance coverage, or any increase in the Contractor's self-insured retention and any non-renewal or cancellation of required insurance.

10) If any insurance coverage is canceled or reduced, Contractor shall, within forty-eight (48) hours remit to Aviation Authority a Certificate of Insurance showing that the required insurance has been reinstated or replaced by another insurance company or companies acceptable to Aviation Authority. If Contractor fails to obtain or have such insurance reinstated, Aviation Authority may, if it so elects, and without waiving any other remedy it may have against Contractor, immediately terminate this Contract upon written notice to Contractor.

11) The Aviation Authority's Chief Executive Officer shall have the right to alter the monetary limits or coverages herein specified from time to time during the term of this Contract, and Contractor shall comply with all reasonable requests of the Chief Executive Officer with respect thereto.

3.8 Verification of Employment Status

a. Prior to the employment of any person under this Contract, the Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the Contract term, and an express requirement that Contractors include in such subcontracts the requirement that Subcontractors performing work or providing services pursuant to the state Contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the Subcontractor during the Contract term. For more information on this process, please refer to United States Citizenship and Immigration Service site at:

http://www.uscis.gov/portal/site/uscis.

b. **Only those employees determined eligible to work within the United States shall be employed under this Contract.**

c. By submission of a Proposal in response to this solicitation, the Contractor affirms that all employees in the above categories shall undergo e-verification before placement on this Contract. The Contractor shall commit to complying with this requirement.

3.9 Identification and Access Requirements - Not applicable.

3.10 Airport Security

The successful Proposer will be required to comply with all applicable regulations of the TSA and of the Aviation Authority relating to Airport security, including those relating to access to the AOA of the Orlando International Airport, as such regulations may be in effect or changed from time to time.

3.11 Minority and Women Business Enterprise ("MWBE") Participation Program- Not applicable.

3.12 Local Developing Business ("LDB") Participation Program - Not applicable.

3.13 Good Faith Effort for MWBE Participation Program - Not applicable.

3.14 Fees

a. The Aviation Authority shall pay the Auctioneering Commissions for Website Auctions for each as follows:

1) Item 1, Titled Vehicles and Equipment,
2) Item 2, Miscellaneous Items, and
3) Item 3, Lost and Found Items.

b. Auctioneering Commissions are a percentage of the adjusted gross revenues of each Auction that the Aviation Authority will pay to the successful Proposer for performing the Online Auctioneering Services as required by the Specification.

c. The "adjusted gross revenue" for an Auction shall mean the actual payment collected for items sold during the Auction, less the applicable sales tax collected on such sales.

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

3.15 Invoice and Payments for Online Auction Services

a. The Contractor shall deliver to the Aviation Authority all proceeds from each Auction, less applicable sales tax, less the Contractor's Auctioneering Commission within ten (10) business days after the completion of the Auction.

b. The Contractor shall submit all Auction proceeds and all Reports (including, without limitation, reports, statements, and lists required), in accordance with Section 4.9 Payment and Record Keeping, reports shall be sent electronically to the AAR or his designee.

c. The Contractor shall submit all checks, seller statements, and all back-up paperwork to: Greater Orlando Aviation Authority, Attention: Assistant Manager, Material Control, 8652 Casa Verde Road, Building 811, Orlando, Florida 32827.

d. Contractor shall be obligated to pay promptly all proper charges and costs incurred by Contractor for labor and materials used for the work performed hereunder.

e. The Contractor shall be solely responsible for all payment collections on all Auction Sales and any check or credit card losses or irregularities.

f. Pick-up and delivery of any item that requires Special Permits by the Florida Department of Transport (FDOT) shall be performed per Section 4.0 Scope of Work/Specifications upon request by the Aviation Authority. The cost for the Special Permit shall be provided by, and reimbursed out of the Auctioneering Commission payable to the Auctioneer.

g. The Aviation Authority shall have the right, but not the obligation, to pay directly to third parties (including Subcontractors) all past due amounts owed by Contractor to third parties for labor and materials used for the work hereunder, based on invoices submitted by such third party, and all such amounts paid by the Aviation Authority shall be applied toward, and shall reduce, amounts owed to Contractor hereunder.

h. The Aviation Authority shall pay the undisputed amount of Contractor's invoice per The Florida Prompt Act. Items in dispute shall be paid upon the resolution of the dispute in accordance with the Florida Prompt Payment Act.

i. The Contractor shall submit all invoices to: Greater Orlando Aviation Authority, Finance Manager, P.O. Box 620125, Orlando, Florida 32862-0125. Invoices may be sent electronically to accounts payable **goaa-ap@goaa.org.**

3.16 Performance

a. The Aviation Authority shall, at regular intervals, monitor the performance of Contractor to determine whether the work to be performed under the Contract

has in fact been accomplished to Aviation Authority's satisfaction and/or completed in a timely manner.

b. The Aviation Authority shall notify the Contractor of any specific services that are unsatisfactory to the Aviation Authority, and if the Contractor has not addressed such item or items set forth in the notice to the Aviation Authority's satisfaction within the time frame set forth in the Aviation Authority's notice, the Aviation Authority in addition to all other rights provided under this Contract or by law or equity, may either remedy such unsatisfactory services itself or through a third party and the cost of providing the remedial services shall be deducted from the Contractor's invoice.

c. Contractor shall be financially responsible for all Federal civil penalties assessed against Authority for security/safety violations as a result of negligent acts or omissions by employees of the Contractor or sub-consultants and/or subcontractors.

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4.0 SCOPE OF WORK/SPECIFICATIONS

4.1 Overview

a. The Contractor shall provide Online Auctioneering Services to the Aviation Authority. The Services will include, but are not necessarily limited to: the collection, transportation, storage, and auction of the Aviation Authority's surplus property, including, but not limited to: Titled Vehicles and Equipment (special purpose vehicles, surplus heavy equipment), Miscellaneous Items (lawn mowers, automotive parts and accessories, radios, television sets, and stereos), Lost and Found items (clothing, suitcases, jewelry, and recreation equipment), and various other articles of tangible personal property.

b. The Contractor must have fully operational and secure Internet auction server/site to display photos, give full description, display current bid, and allow on-line bidding and capability to close bidding effectively.

c. The Contractor shall advertise surplus items using various media, to include online and print advertising. The Contractor shall post photos, descriptions, and allow for in-person previews as needed to maximize the exposure of available items to the public.

d. The Aviation Authority reserves the right to reject any bids or sales. The Aviation Authority reserves the right to set a minimum price or reserve amount for specific items.

e. Each sale is final and documentation of the full payment of purchase(s) is to be recorded.

f. The Auctioneering Services shall be coordinated with the Authority's Authorized Representative (AAR), who can be contacted at (407) 825-2691.

4.2 Regulations

a. The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of the work specified herein.

b. Contractor shall comply with all health and sanitary regulations adopted by all applicable governing bodies. Contractor shall give access for inspection purposes to any duly authorized representative of such governing bodies.

c. The Contractor shall obtain all permits, licenses and certificates, or any such approvals of plans or specifications as may be required by Federal, State and local laws, ordinances, rules and regulations, for the proper execution of the work specified herein.

d. Contractor shall comply with Federal and State right-to-know laws if hazardous materials are used. The SDS (Safety Data Sheets) shall be made available to

all workers and Aviation Authority's representatives. Contractor shall report immediately to the AAR any spillage or dumping of hazardous materials on Aviation Authority property. The Contractor shall also be responsible for the cleanup and any costs incurred for all such incidents.

e. During the performance of this Contract, Contractor shall keep current and, if requested by the Aviation Authority, provide copies of any and all licenses, registrations or permits required by applicable governing agencies. Contractor shall keep a copy of any and all licenses, registrations and permits on the job site while performing the Contract work.

4.3 Aviation Authority's Responsibilities

a. The Aviation Authority will provide the Contractor with a list with five (5) categories of Titled Items and Equipment, Miscellaneous Items, and Lost and Found Items, to be sold during the Auction.

b. The categories are:
   1) OIA surplus property,
   2) OIA fleet,
   3) Hyatt,
   4) Lost and Found, and
   5) OEA surplus property (including OEA fleet).

c. The Aviation Authority will provide titles appropriately executed and notarized for each Titled Vehicle and Equipment in the Auction. Contractor shall be responsible for the transfer of each such title.

d. The AAR shall provide Contractor a notice and a list(s) in Microsoft Excel format of items to be auctioned at least 24 hours prior to pick up and delivery.

4.4 Contractor's Personnel

The Contractor must provide all personnel deemed necessary to meet the requirements of the Contract.

a. The Contractor shall provide administrative, labor, and clerical staff to help move inventory to the Auction Site. The Contractor shall perform the lotting and tagging of the merchandise, and completion of title transfers.

b. No Titled Vehicles and Equipment, Miscellaneous Items, or Lost and Found Items, shall be sold to the Contractor, any of the Contractor's employees, or any affiliate, agent, or representative of either.

c. The Contractor's employees shall be instructed that no gratuities shall be solicited or accepted for any reason whatsoever from the tenants, customers or other persons at Orlando International Airport.

d. The Contractor shall be responsible for ensuring that all "lost and found" articles found by its employees on Aviation Authority's premises are turned

over to the Aviation Authority or the Aviation Authority's designated agent in charge of such articles.

e. Contractor shall transfer promptly from the Aviation Authority any employee or employees that the Aviation Authority advises are not satisfactory, and replace such personnel with employees satisfactory to the Aviation Authority; but in no event shall Aviation Authority be responsible for monitoring or assessing the suitability of any employee or agent of Contractor.

f. A valid Florida driver license (Commercial Driver License, if applicable) will be required of all personnel operating motor vehicles or motorized equipment on roadways in or around Orlando International Airport. Each of the Contractor's motor vehicles brought onto the Aviation Authority's premises shall have the Contractor's business name and/or logo prominently displayed on both front doors of such vehicle.

g. Contractor will abide by all State and Federal regulations on wages and hours of an employee dealing with the employment relationship between Contractor and its subsidiaries or related parties and its employees, including but not limited to the Florida Human Relations Act, the Federal National Labor Relations Act, the Federal Fair Labor Standards Act, the Federal Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act.

h. Should the Contractor engage employees who are illiterate in English, it will be the Contractor's responsibility and obligation to train such employees to be able to identify and understand all signs and notices in and/or around the areas that relate to them or the services being performed by them pursuant to this Contract. In addition, the Contractor will have someone in attendance at all times who can communicate instructions to said employee.

i. Contractor shall maintain a drug-free workplace within the meaning of the Florida Drug-free Workplace Act. No employee shall be hired by a Contractor for work on Aviation Authority's premises prior to such employee having tested negative for drugs. In addition, existing employees of the Contractor must be subject to drug testing by the Contractor upon reasonable suspicion of drug use. Results of all such drug tests are to be retained by the Contractor. Copies shall be provided to the Aviation Authority, if requested.

j. While working on airport property all Contractor's employees shall wear neat-appearing uniforms with the company name and/or logo and footwear of a style that complies with all legal and safety requirements, including and without limitation, the requirements of OSHA.

4.5 Contractor's Responsibilities

a. Has an Auction Storage site within an eighty-five (85) mile radius of the Orlando International Airport to ensure residents of Orange and Osceola Counties attendance without undue travel issues with relation to picking up auction items.

b. Registration - All bidders will be required to register prior to the Auction. The Contractor shall provide all registration services.

c. Sorting - Contractor shall sort and assess the Lost and Found items for Auction. If personal items are identified by owner documentation (passport, driver's license, etc.), these items shall be returned to the AAR.

d. Lot Numbering - Contractor shall record the lot number for the Auction in the electronic list provided by the Aviation Authority and returned to the Aviation Authority within ten (10) business days after an Auction sale.

e. The online System should allow for extended bidding when necessary (bidding continues if there is strong activity right before scheduled closing time)

f. Contractor shall take and upload pictures of each item with full description written by Contractor. Both photos and description should be of adequate resolution and quality and designed to promote interest and achieve the best price.

4.6 Delivery of Titled Vehicles and Equipment to Auction Site

a. At the AAR's request, the Contractor shall provide services to move Titled Vehicles and Equipment from Aviation Authority's location and store these items at no cost to the Aviation Authority at Contractor's Auction Site until the items are sold at Auction.

b. When requested, the Contractor shall make arrangements to provide the appropriate equipment and labor to pick-up and deliver the Titled Vehicles and Equipment to its Auction Site. Contractor shall assume all liabilities at the time of pick-up from the Aviation Authority's location until the item is sold and picked-up by the buyer.

c. The AAR shall provide the Contractor with a notice and a list(s) of the Titled Vehicles and Equipment at least 24 hours' prior to the Aviation Authority request to pick-up and deliver.

d. Security of all Items stored on Contractor's Auction Site is the sole responsibility of the Contractor.

e. Any damage or loss of any Titled Vehicles and Equipment shall be reimbursed at fair market value by Contractor's insurance coverage to the extent of such coverage provided that such reimbursement right does not limit or waive the Aviation Authority's right to recover damages from the Contractor.

f. The Aviation Authority shall provide the Contractor with a desired sale date and the Contractor shall schedule the Auction for a date that is within thirty (30) days of the Aviation Authority's desired date.

g. The Aviation Authority reserves the right to add or delete Titled Vehicles or Equipment from the list of items to be sold at any auction.

h. The Aviation Authority shall retain ownership of all unsold Titled Vehicles and Equipment.

4.7 Delivery of Miscellaneous Items

a. At the AAR's request, the Contractor shall provide services to move any items ("Miscellaneous Items") from Aviation Authority's location and store these items at no cost to the Aviation Authority at Contractor's Auction Site until the items are sold at Auction.

b. When requested, the Contractor shall make arrangements to provide moving truck to pick-up and deliver the Miscellaneous Items. Contractor shall assume all liabilities at the time of pick-up from the Aviation Authority's location until the item is sold and picked-up by the buyer.

c. The AAR shall provide Contractor a notice and a list(s) of the Miscellaneous Items at least 24 hours prior to the Aviation Authority's request to pick-up and deliver.

d. Security of all Miscellaneous Items stored on Contractor's Auction Site is the responsibility of the Contractor. Any damage or loss of any Miscellaneous Items shall be reimbursed by the Contractor's insurance coverage to the extent of such coverage, provided that such reimbursement right does not limit or waive the Aviation Authority's right to recover damages from the Contractor.

e. The Aviation Authority reserves the right to add or delete Miscellaneous Items from the list of items to be sold at any Auction.

f. The Aviation Authority shall retain ownership all unsold Miscellaneous Items.

4.8 Pick-Up of Lost and Found Items

a. The Contractor shall pick-up the Lost and Found Items no later than the last day of each month from the HBJ Warehouse, located at *7401 Dowden Road Orlando, Florida 32827.* The Contractor will coordinate the pick-up with the AAR at phone number (407) 825-2691. Contractor shall assume all liabilities at the time of pick-up from the Aviation Authority's location until the item is sold and picked-up by the buyer.

b. Security of all Lost and Found Items stored on Contractor's Auction Site is the responsibility of the Contractor. Any damage or loss of any Lost and Found Items shall be reimbursed by the Contractor's insurance coverage to the extent of such coverage, provided that such reimbursement right does not limit or waive the Aviation Authority's right to recover damages from the Contractor.

c. The Aviation Authority reserves the right to add or delete Lost and Found Items from the list of items to be sold at any Auction.

d. The Aviation Authority shall retain ownership of all unsold Lost and Found Items. All items not sold in auction must be prepared for the next online auction. If the items do not sell in the second online auction, the Auctioneer will coordinate with the AAR on the return, donation or disposal of the Lost and Found items.

4.9 Advertising/Marketing

a. The Contractor shall publish at least one (1) advertisement in the Classified Section of at least one (1) newspaper of general paid circulation in Orange County, Florida, and at least one (1) newspaper of general paid circulation in the County in which the online Auction is to be held at least ten (10) calendar days prior to the date of the Auction.

b. In addition, the Contractor shall place, at its sole expense, at least one advertisement when such placement is warranted, for each Auction in a national sales publication such as "Hot Line".

c. The Contractor shall provide to the Aviation Authority's AAR a copy of the advertisements placed at least ten (10) calendar days prior to the date of the Auction.

d. Prior to advertising the Titled Vehicles and Equipment, Miscellaneous Items, and Lost and Found Items, to be auctioned, the Contractor and the AAR shall agree on the descriptions of such items.

e. Within ten (10) business days following an Auction, the Contractor shall give the Aviation Authority a copy of each receipt showing the total amount of each buyer's purchase and reflecting that payment was made.

f. The Contractor shall prepare a Buyer's Guide (catalogue) in item number sequence describing all items to be sold including columns for "Buyer's Number" and "Unit Price". The Contractor shall make available the Buyer's Guide on the internet auction website.

g. The Contractor shall include the contents of the Contractor's "Auction Terms and Conditions" to prospective buyers and make the "Auction Terms and Conditions" available for downloading or viewing on the internet auction website.

4.10 Payment and Record Keeping

a. The Contractor shall issue payment in the form of a check to the Aviation Authority along with itemized report of all items sold.

b. The Contractor shall record each sale separately and within ten (10) business days of the Auction shall separately report to the Aviation Authority each sale from each category.

c. Provide computer-generated reports containing the following minimum information of the sales results:

1) Brief item description.
2) Vehicle/equipment VIN #'s/serial #'s, etc.
3) Selling price.
4) Commission amount.
5) Net price due the Aviation Authority.
6) Total of Gross and Net Prices.
7) Signature and sworn statement attesting to accuracy of report and date.
8) Contractor must utilize a computer system to promptly and accurately record the activities of the auction.

4.11 Performance Requirements

a. The Contractor shall be solely and completely responsible for collecting all sales taxes and issuing proper payments to the appropriate government agency.

b. All sales are final and no refunds will be made. All merchandise is to be sold "As is" with no representation of working condition and no warranty, express or implied.

c. The Contractor shall state in its advertisements and at time of sale that all merchandise is sold "As is" and that all sales are final. Unsold property shall be auctioned at the next auctioneering opportunity.

d. Each buyer must make full payment for purchases on the day of the Auction.

e. The Contractor shall hire or contract with a sufficient number of employees or contractors so as to enable it to conduct the Contractor's operation and perform the Services as authorized and required hereunder.

f. Contractor shall perform all of its obligations and functions under the Contract in accordance with Contract specifications.

g. The Contractor shall adjust and coordinate its activities to the needs and requirements of the Aviation Authority and perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with or delay the operations or activities of the Aviation Authority.

4.12 End of Contract Inventory

a. Promptly upon the expiration or prior termination of the Contract, the Contractor shall return to the Aviation Authority any Titled Vehicles and

Equipment, Miscellaneous Items, and Lost and Found Items, held by the Contractor.

b. Provide a written report listing each Titled Vehicles and Equipment Items and Miscellaneous Items.

4.13 Additional Services

a. Contractor shall have the ability and availability to hold onsite (Live) auctions when requested/needed.

b. If the Aviation Authority requests the Contractor to provide services in addition to those specified above, the Contractor shall develop a work plan detailing the specific tasks to be completed and provide a detailed not-to-exceed budget for performing such Additional Services. The Contractor shall not perform any Additional Services until the Aviation Authority has issued a written notice-to-proceed with the execution of the work plan. The Contractor will not be authorized to perform or invoice the Aviation Authority for any work not specifically authorized in the notice-to-proceed notice.

4.14 Safety and Protection

The Contractor shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for safety of, and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons including but not limited to, the general public who may be affected thereby.

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5.0 AVIATION AUTHORITY STANDARD TERMS AND CONDITIONS

5.1 Submission of Proposals

All paper copy Proposals shall be submitted in a sealed envelope. The Proposal number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said Proposal to Purchasing Department prior to the specified opening date and time is solely and strictly the responsibility of the Contractor. Any Proposals received in Purchasing after the specified date and time will not be accepted. Proposals must be submitted on forms provided by the Aviation Authority. No other forms will be accepted. Fax, telephone, emailed, or verbal Proposals are not acceptable and will not be considered.

5.2 Proposal Opening

Proposal opening shall be public on the date and time specified. Sealed Proposals are exempt in accordance with Florida Statute 119.071(1) (b) 2. The names of the firms submitting a competitive solicitation will be read aloud at the time of the opening. No details of the competitive solicitation will be released until such time as the agency provides notice of an intended decision or until 30 days after opening the Proposals, proposals, or final replies, whichever is earlier. No Proposal may be modified after opening. No Proposal may be withdrawn after opening for a period of **ninety (90) days** unless otherwise specified and Pricing will remain firm.

5.3 Execution of Proposal

Proposal must contain a signature of authorized representative in the space(s) provided. Proposals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Contractor to any Proposal entry must be initialed. The company name and Federal Employer Identification Number (FEID) number shall appear in the space(s) provided.

5.4 Whistle Blower Reporting Line

The Aviation Authority is committed to the highest level of integrity in its operations and is fully committed to protecting the organization, its operations, and its assets against fraud, waste or abuse. The Aviation Authority has established a Whistle Blower Reporting Line with a third-party service provider as a means for employees, Contractors, vendors, tenants and the general public to report suspected fraud, waste or abuse in connection with Aviation Authority operations. Should Contractor suspect any fraud, waste or abuse in connection with any work under this Contract, including any work of its Subcontractors or laborers, it shall promptly report such activity at 877-370-6354, through email: GOAA@integritycounts.ca, or through the online reporting form at www.integritycounts.ca/org/GOAA. The Contractor shall include this reporting requirement in all subcontracts and vendor agreements. The Contractor is further encouraged to report any suspected fraud, waste or abuse it suspects in connection with any other airport operation or project.

5.5 Lobbying Statement

All firms are hereby placed on notice the Aviation Authority Board and staff shall not be contacted about this Proposal. Firms and their agents are hereby placed on notice that they are not to contact members of the Aviation Authority staff and/or Committee/Board member (with the exception of designated Purchasing Liaison). Public meetings and public deliberations of the Selection Committee are the only acceptable forum for the discussion of merits of products/services requested by the Request for Proposal; and written correspondence concerning Proposals may be submitted to the Purchasing Department. An appropriate official or employee of the Aviation Authority may initiate communication with a Proposer in order to obtain information or clarification needed to develop a proper and accurate evaluation of the Solicitation. Any official communication from a Proposer during the Proposal process should be submitted in writing to the Greater Orlando Aviation Authority, Purchasing Office, 8652 Casa Verde Road, Building 811, Orlando, Florida 32827-4338 or to the email address as directed during the Proposal process. A copy of the Administration Policies (Sections 180.01 and 180.03) are available upon request from the Chief Administrative Officer. Failure to adhere to these requirements could result in Board action to disqualify your firm from consideration of award.

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response. (F.S. 287.057 (23))

5.6 EEO Statement

Contractors must ensure that employees and applicants for employment are not discriminated against for reasons of race, color, age, religion, sex, national origin, or handicapped status. Minority and female-owned businesses are encouraged to participate. The Aviation Authority is an equal opportunity employer.

5.7 Federal Fair Labor Standards Act

All Contracts and subcontracts that result from this Contract incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

5.8 Occupational Safety and Health Act of 1970

All Contracts and Sub-Contracts that result from this Contract incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor (also known as Consultant) must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Consultant retains full responsibility to monitor its compliance and their Subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

5.9 Discounts

All discounts, EXCEPT THOSE FOR PROMPT PAYMENT, shall be considered in determining the lowest net cost for Proposal evaluation purposes.

5.10 Pricing

All prices, costs, and conditions shall remain firm and valid for 90 days from the date of opening. The obligations of Aviation Authority under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and/or the Aviation Authority Board.

5.11 Incurred Cost

The Aviation Authority is not liable for any cost incurred by any Contractor prior to an award. Costs for developing a response to this request for Proposal are entirely the obligation of the Contractor and shall not be chargeable in any manner to the Aviation Authority.

5.12 Errors

In the event of extension error(s), the unit price will prevail. In the event of addition error(s), the extended totals will prevail. In either case, the Contractor's total offer will be adjusted accordingly.

5.13 Taxes

The Aviation Authority is exempt from Federal excise taxes and all sales taxes. Contractor is responsible for their own taxes.

5.14 Additional Terms & Conditions

The Aviation Authority reserves the right to reject Proposals containing any additional terms or conditions not specifically requested in the original special conditions and/or the terms and conditions.

5.15 Silence of Specifications

The apparent silence of the specifications and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and only materials of first quality be provided.

5.16 Assignment

Neither this Contract nor any of the Contractor's rights or obligations hereunder may be assigned by the Contractor without the Aviation Authority's prior written consent, which consent may be granted or withheld in the Aviation Authority's sole discretion. Any transfer of this Contract by merger, consolidation or liquidation, change in federal identification number or, any change in ownership of or power to vote a majority of the outstanding voting stock or ownership interests of the Contractor shall constitute an assignment of this Contract for purposes of this Section. In the event the Contractor assigns or subcontracts or attempts to assign or subcontract any right or obligation arising under this Contract without the Aviation Authority's prior written consent, the Aviation Authority shall be entitled to terminate this Contract. Assignments require at least 60 days prior notice.

5.17 Indemnification

The successful Contractor shall indemnify, defend and hold completely harmless the Aviation Authority and the City of Orlando, Florida ("City"), and the members (including, without limitation, members of the Aviation Authority's Board and the City's Council, and members of the citizens' advisory committees of each), officers, employees and agents of each, from and against any and all liabilities (including statutory liability and liability under Workers' Compensation Laws), losses, suits, claims, demands, judgments, fines, damages, costs and expenses (including all costs for investigation and defense thereof, including, but not limited to, court costs, paralegal and expert fees and reasonable attorneys' fees) which may be incurred by, charged to or recovered from any of the foregoing: (a) by reason or on account of damage to or destruction or loss of any property of Aviation Authority or the City, or any property of, injury to or death of any person resulting from or arising out of or in connection with the performance of this Contract, or the acts or omissions of Contractor's directors, officers, agents, employees, Subcontractors, licensees or invitees, regardless of where the damage, destruction, injury or death occurred, unless such liability, loss, suit, claim, demand, judgment, fine, damage, cost or expense was proximately caused solely by Aviation Authority's negligence or by the joint negligence of Aviation Authority and any person other than Contractor or Contractor's directors, officers, agents, employees, Subcontractors, licensees, or invitees, or (b) arising out of or in connection with the failure of Contractor to keep, observe or perform any of the covenants or agreements in this Contract which are required to be kept, observed or performed by Contractor, or (c) arising out of or in connection with any claim, suit, assessment or judgment prohibited by this condition or in favor of any person described in below, or (d) arising out of or in connection with any action by Contractor or its directors, officers, agents, employees, Subcontractors, licensees or invitees. Aviation Authority agrees to give Contractor reasonable notice of any suit or claim for which indemnification will be sought hereunder, to allow Contractor or its insurer to compromise and defend the same to the extent of its interests, and to reasonably

cooperate with the defense of any such suit or claim. In carrying out its obligations under this section, Contractor shall engage counsel reasonably acceptable to Aviation Authority. In any suit, action, proceeding, claim or demand brought in respect of which the Aviation Authority may pursue indemnity, the Aviation Authority shall have the right to retain its own counsel. The fees and expenses of such counsel shall be at the expense of the Aviation Authority unless the Contractor and the Aviation Authority shall have mutually agreed to another arrangement. In the event Contractor fails, within a reasonable time to retain counsel satisfactory to the Aviation Authority, the Aviation Authority may retain counsel and Contractor shall be responsible for such legal fees, costs and expenses. In the event, the Aviation Authority and the Contractor are both named parties in any such proceeding and, in the sole judgment of the Aviation Authority, representation of both the Aviation Authority and the Contractor by the same counsel would be inappropriate due to actual or potential differing interests between them then Aviation Authority shall obtain its own counsel and Contractor shall be responsible for such legal fees, costs and expenses. The indemnification provisions of this Section 5 shall survive the expiration or earlier termination of this Contract with respect to any acts or omissions occurring during the term of the Contract. No recourse under or upon any obligation, covenant or agreement contained in this Contract, or any other agreement or document pertaining to the work or services of the Contractor hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or any judgment obtained against Aviation Authority, or the City, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Contract, shall be had against any member (including, without limitation, members of the Aviation Authority's Board or the City's Council, or members of the citizens advisory committees of each), any officer, employee or agent, as such, past, present, or future of Aviation Authority or City, either directly or through the Aviation Authority or the City or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for any sum that may be due and unpaid by Aviation Authority. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such member, officer, employee, or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for the payment for or to Aviation Authority, or any receiver therefore or otherwise, of any sum that may remain due and unpaid by the Aviation Authority, is expressly waived and released as a condition of and in consideration of the execution of this Contract and the, promises made to Contractor pursuant to this Contract. In any and all claims against the Aviation Authority or the City, or any of their officers, members, agents, servants or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation of Contractor under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefit payable by or for the Contractor or any Subcontractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts. No provisions of this condition shall be construed to negate, abridge, or otherwise reduce any other right of indemnity that Aviation Authority may have as to any party or person described therein.

5.18 Patents and Royalties

The Contractor, without exception shall indemnify and save harmless the Aviation Authority and its employees from liability of any nature of kind including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the Contract, including its use by the Aviation Authority. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any involved in the work.

5.19 Software License to Contractor

If this purchase is for the license of software products and/or services, and unless otherwise agreed, Contractor hereby grants to the Aviation Authority , a perpetual, irrevocable, nonexclusive, nontransferable, royalty free license to use the software. This software is "proprietary" to Contractor, and is licensed and provided to the Aviation Authority for its sole use for purposes under this Agreement and any attached work orders or invoices. The Aviation Authority may not use or share this software without permission of the Contractor; however the Aviation Authority may make copies of the software expressly for backup purposes.

5.20 Warranty Against Infringement of Intellectual Property

Contractor warrants that the goods or services do not infringe upon or violate any United States patent, copyright, or trade secret. Contractor will defend at its expense any action against the Aviation Authority or the Aviation Authority as licensee to the extent that it is based on a claim that goods used or services provided used within the scope of the license hereunder infringe upon a United States patent, copyright or trade secret, and Contractor will pay any and all costs and damages finally awarded against the Aviation Authority or the Aviation Authority as licensee in such actions which is attributable to such claim. Should the products or services become, or in Contractor's opinion be likely to become, the subject of any claim of infringement, Contractor shall either: (a) procure for the Aviation Authority the right to continue to use the goods or services; or (b) modify the goods or services to make them non-infringing, provided that such modification does not materially adversely affect the Aviation Authority's authorized use; or (c) replace the goods or services with equally suitable, compatible, and functionally equivalent non-infringing goods or services at no additional cost to the Aviation Authority; or (d) if none of the foregoing alternatives is reasonably available to Contractor, terminate this agreement and refund to the Aviation Authority the payments actually made to Contractor under this agreement.

5.21 Optional Ownership of Work Product

Contractor agrees that any and all analyses, evaluations, reports, memoranda, letters, ideas, processes, methods, programs, and manuals that were developed, prepared, conceived, made or suggested by the Contractor for the Aviation Authority pursuant to a Work Order, including all such developments as are originated or conceived during the term of the Contract and that are completed or reduced to writing

thereafter (the "Work Product") and Contractor acknowledges that such Work Product may be considered "work(s) made for hire" and will be and remain the exclusive property of the Aviation Authority. To the extent that the Work Product, under applicable law, may not be considered work(s) made for hire, Contractor hereby agrees that this Agreement effectively transfers, grants, conveys, and assigns exclusively to the Aviation Authority, all rights, title and ownership interests, including copyright, which Contractor may have in any Work Product or any tangible media embodying such Work Product, without the necessity of any further consideration, and Aviation Authority shall be entitled to obtain and hold in its own name, all Intellectual Property rights in and to the Work Product. Contractor for itself and on behalf of its Contractors hereby waives any property interest in such Work Product.

5.22 Personal Identifiable Information (PII), Personal Health Information (PHI), Sensitive Security Information (SSI), Payment Card Industry (PCI)

In the course of performing the Agreement work, Contractor may gain access to Sensitive Data Types including but not limited to Personal Identifiable Information (PII), Personal Health Information (PHI), Sensitive Security Information (SSI), Payment Card Industry (PCI), Financial Information and/or other confidential information of the Aviation Authority. Contractor agrees to hold such information in confidence and to make such information known only to its employees, affiliates, agents, Subcontractors, and sub-consultants who have a legitimate need to know such information and who are under a similar obligation of confidentiality. The Contractor shall seek the Aviation Authority's prior written consent before releasing, disclosing, or otherwise making such confidential information available to any other person. This provision shall not apply to information required to be released by applicable law, legal subpoena, or other lawful process. The Contractor must notify the Aviation Authority as soon as practicable in the event Contractor is notified of or discovers any compromise and/or breach or suspected breach, such as unauthorized access to, theft of, misuse of and unintentional releases or of any security/sensitive data types, or confidential information of the Aviation Authority and/or Individuals ("Data Breach") involving Contractor controlled systems such as, but not necessarily limited to, web sites, transmission infrastructure, voice response unit, and retrieval and storage systems. This notification should include, to the extent known, the type of Data Breach, type of data compromised and/or breached, and results of any forensic investigation. To the extent Contractor is responsible for the Data Breach and upon mutual agreement of the parties, Contractor shall be responsible to implement, in coordination with the Aviation Authority, a commercially reasonable Remediation Plan to address and respond to a Data Breach. Such commercially reasonable "Remediation Plan" will include certain administrative requirements associated with addressing and responding to such Data Breach to the extent necessary under the circumstances, and may include but is not necessarily limited to: (i) preparation and mailing or other transmission of legally required notifications, (ii) preparation and mailing or other transmission or communication to impacted Individuals such as may be required by applicable law or regulation; (iii) offering potentially impacted Individuals the opportunity to enroll in a credit monitoring service offered by a vendor of Contractor's choice for a two-year period, or other period as required by applicable law, at no charge to the impacted Individuals; and (iv) payment of applicable reasonable legal, audit, accounting and administrative expenses associated with the

investigation, notifications and recovery arising from the Data Breach. The remedies provided for in the Remediation Plan shall be in addition to any other remedies available to the Aviation Authority under this Agreement. The provisions of this Section shall survive the expiration or earlier termination of the Agreement.

5.23 Training Not Applicable

5.24 Acceptance Not Applicable

5.25 Safety Warranty

The selling dealer, distributor, supplier, and manufacturer shall be responsible for having complied with all Federal, State and local standards, regulations, and laws concerning the equipment specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

5.26 Warranty Not Applicable

5.27 Awards

As the best interest of the Aviation Authority may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof; to reject any and all Proposals or waive any minor irregularity or technicality in Proposals received. Contractors are cautioned to make no assumptions unless their Proposal has been determined as meeting the Minimum Requirements and being responsive and responsible. All awards made as a result of this Proposal shall conform to applicable policies of the Aviation Authority.

5.28 Conflict of Interest:

The award hereunder is subject to the laws of State of Florida Statutes. All Contractors must disclose with their bid the name of any officer, director, or agent who is also an employee of the Aviation Authority. Further, all Contractors must disclose the name of any Aviation Authority employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the Contractor's firm or any of its branches.

5.29 Purchasing Agreements with Other Governmental Entities

Aviation Authority permits the awarded Contractor(s) to extend the pricing, terms and conditions of this solicitation to other governmental entities at the Contractor's discretion. Each governmental entity that utilizes this solicitation or resulting Contract will be responsible for execution of its own requirements with the awarded Contractor (s).

5.30 Drug-Free Workplace

Whenever two or more Proposals, which are equal with respect to price, quality, and service, are received by the Aviation Authority for the procurement of commodities or

Contractual services, a Proposal received from a business that has implemented a drug-free workplace program per 287.087, Fla. Stat. shall be given preference in the award process.

5.31 Discriminatory Vendor List

An entity or affiliate placed on the Discriminatory Vendor List shall not submit a Proposal for a Contract to provide goods or services to a public entity, shall not submit a Proposal on a Contract with a public entity for the construction or repair of a public building or perform any public work, shall not submit Proposals for leases of real property to a public entity, shall not award or perform work as a Contractor, supplier, Subcontractor, or consultant under any Contract with any public entity, and shall not transact business with any public entity per 287.134(3)(d), Fla. Stat.

5.32 Public Entity Crimes

All Contractor are hereby placed on notice that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a Contract to provide any goods or services to a public entity, may not submit a Proposal on a Contract with a public entity for the construction repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, Subcontractor, or consultant under a Contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in 287.017 Fla. Stat. for CATEGORY TWO (currently $35,000) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/vendor_registration_and_vendor_lists/convicted_vendor_list

5.33 Scrutinized Companies

Awarded Contractor shall certify that it and its Subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Agreement is for more than $1,000,000 the Contractor further certifies that it and its Subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. For Contracts of any amount, if the Aviation Authority determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the Aviation Authority shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the Aviation Authority's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the Aviation Authority may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts $1,000,000 and greater, if the Aviation Authority determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the

Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Aviation Authority shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the Aviation Authority's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the Aviation Authority may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these Contracting prohibitions, this section shall become inoperative and unenforceable.

5.34 Licenses and Certifications

The awarded Contractor will be required to secure, at its expense and show proof of the proper business tax receipt and/or any other license/certification required of the applicable service/work being performed. Prior to award, the apparent low Contractor will be required to provide proof of license and/or certification within two (2) business days of the posted awarded recommendation and submit copies of license/certifications to the Purchasing Department. The successful Contractor is responsible for obtaining all permits necessary to perform the required services. The Aviation Authority does not exempt itself from permitting requirements.

5.35 Subcontractors

The Contractor shall be fully responsible for all acts and omissions of the Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts and omissions of persons directly employed by the Contractor. In the event a qualified Subcontractor is employed, the Contractor shall:

a. Obtain approval in advance by the Aviation Authority.

b. Continuously monitor the Subcontractor's performance, shall remain fully responsible to ensure that the Subcontractor performs as required and itself perform or remedy any obligations or functions which the Subcontractor fails to perform properly. Nothing contained herein shall be construed to prevent a Contractor from using the services of a common carrier for delivering goods to the Aviation Authority.

c. To the extent feasible, the provisions of this Contract shall apply to any such Subcontractor in the same manner as they apply to the Contractor. However, such application shall neither make any Subcontractor a party to this Contract, nor make such Subcontractor a third party beneficiary hereof.

d. The Aviation Authority may require that copies of invoices for all work (including invoices submitted to the Contractor for work performed by a Subcontractor) shall be submitted to the Aviation Authority by the Contractor and the Aviation Authority shall pay all compensation to the Contractor.

e. It shall be the sole responsibility of the Contractor to deal with a Subcontractor with respect to the collecting and submission of invoices and the payment of compensation. In no event shall the Aviation Authority have any obligation or liability hereunder to any Subcontractor, including, in particular, any obligations of payment.

f. If the Contractor has qualified as an MWBE or LDB program participant with respect to this Contract, Contractor may not subcontract the performance of services hereunder to an entity that has not received MWBE or LDB certification, unless the MWBE and LDB Participation Goals are separately met by a qualified portion of the Contract being performed by the Contractor or by one or more other Subcontractors that are MWBE and/or LDB certified.

5.36 Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any Aviation Authority employee. Only those communications, which are in writing from an authorized Aviation Authority representative, may be considered. Only written communications from Contractors, which are signed by a person designated as authorized to bind the company, will be recognized by the Aviation Authority as duly authorized expressions on behalf of the Contractor.

5.37 Litigation Venue

All litigation shall take place either in the State Courts of Florida, wherein venue shall lie in Orange County, Florida, or in the Federal Courts wherein venue shall lie in the Middle District in and for the State of Florida. The Contractor expressly waives venue in any other location.

5.38 Addition, Deletion, or Modification of Services

The Aviation Authority reserves the right at its sole discretion to increase, decrease, or delete any portion of the Scope of Services, of this agreement/Contract at any time without cause, and if such right is exercised by the Aviation Authority, the total fee shall be reduced or increased by a prorated basis. If work has already been accomplished on the portion of the Contract to be increased, decreased, or deleted, the Contractor shall be paid for the correct portion on the basis of the estimated percentage agreed upon by the Aviation Authority and the Contractor upon completion of such portion.

5.39 Operation During Dispute

In the event the Aviation Authority has not canceled the Contract in accordance with the terms of the Contract, and there remains a dispute between the Contractor and the Aviation Authority, the Contractor agrees to continue to operate and perform under the terms of the Contract while such dispute is pending. Further, the Contractor agrees

that, in the event a suit is filed for injunction or other relief, it will continue to operate until the final adjudication of such suit by the court.

5.40 Contract Termination

The Contract resulting from this Proposal shall commence upon issuance and acceptance of the fully executed Contract. The Aviation Authority retains the right to terminate the Contract, in part or in its entirety, with or without good cause, upon thirty (30) days prior written notice or as stated herein. In the event of termination by the Aviation Authority, provided herein, the awarded Contractor shall be paid for services performed through the date of termination.

a. **Termination for Cause**: If, through any cause, Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the Aviation Authority shall thereupon have the right to terminate this Agreement by giving written notice to Contractor of such termination and specifying the effective date.

b. Notwithstanding the above, Contractor shall not be relieved of liability to the Aviation Authority for damages sustained by the Aviation Authority by virtue of any breach of this Agreement by Contractor, and the Aviation Authority may withhold any payments to Contractor for the purposes of set-off until such time as the exact amount of damages due the Aviation Authority from Contractor is determined. This provision shall survive the termination of this agreement and shall not relieve Contractor of its liability to the Aviation Authority for damages.

c. **Termination for Convenience of Aviation Authority**: The Aviation Authority may terminate this Agreement at any time for any reason or no reason at all by giving at least thirty (30) days' notice in writing to the Contractor. If the Agreement is terminated by the Aviation Authority as provided herein, Contractor will be paid for the services performed through the Termination Date.

d. Contractor may terminate this Agreement by giving at least 180 days' notice to the Aviation Authority. Upon receipt of notice of termination by the Aviation Authority from the Contractor, Contractor shall perform the services through the end of Termination Date and shall be paid for the services performed through the Termination Date.

5.41 Supervision of Contract Performance

During the term of this Contract, the AAR or designee, shall act on the behalf of the Aviation Authority, but in no event shall the AAR have authority to modify or terminate this Contract, or make final decisions with respect to amendments, time extensions, assignments, cost or payment adjustments or payment disputes. These must be approved by the CEO or the Aviation Authority Board depending on the circumstances.

5.42 Monitoring of Work

The Contractor shall provide the AAR with every reasonable opportunity to ascertain whether or not the work, as performed, is in accordance with the requirements of the Contract. The Contractor shall designate, in writing, a person to serve as liaison between the Contractor and the Aviation Authority.

5.43 Prompt Payment

For payment promptness, the Aviation Authority shall remit payment in accordance with the Florida Prompt Payment Act, Section 218.70, Fla. Stat., et seq. Aviation Authority does not expect to be billed in excess of the ordered quantity and will not pay for any quantity above the ordered quantity. Contractors may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Contractor offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last. Requests for final payment for any work or services for which a permit is required shall include a copy of all required permits and copies of all required inspection reports. Failure to provide proof of acquisition of all required permits and successful completion of all required inspections shall represent an incomplete invoice and will delay payment. Contractor shall submit for payment by the Aviation Authority the amounts billed to Contractor by Subcontractors in the billing/payment request submitted first after receipt of the applicable Subcontractor invoice. Contractor shall remit payment to Subcontractors/suppliers, based upon Subcontractors/suppliers invoice, not later than seven (7) days following receipt of payment from the Aviation Authority if Aviation Authority makes payment through an electronic funds transfer, and not later than fifteen (15) days from payment by the Aviation Authority if Aviation Authority makes payment through a paper draft or check. Contractor may not submit to the Aviation Authority for payment any amount based on an invoice of a Subcontractor that Contractor disputes. Contractor shall notify the Aviation Authority promptly of any subcontract/supplier dispute.

5.44 Contractor Responsibilities

Contractors, by submitting a Proposal, certify that it understands all planning, coordinating, and implementation of the described services shall be done through personal contact between the Contractor and the AAR, and that telephone contact and mail correspondence may, in some cases, not be appropriate. Aviation Authority approved representatives of the Contractor shall be available to meet with the AAR, as may be required, to accomplish the Aviation Authority's objectives as effectively and efficiently as possible, during all phases of this agreement/Contract/Proposal.

5.45 Right To Audit Records

In performance of this Agreement, the Contractor shall keep books, records, and accounts of all activities related to the Agreement, in compliance with generally accepted accounting procedures. All documents, papers, books, records, and accounts made or received by the Contractor in conjunction with the Agreement and the performance of this Agreement shall be open to inspection during regular business

hours by an authorized representative of the Aviation Authority, and shall be retained by the Contractor for a period of five (5) years after termination of this Agreement—unless such records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), Fla. Stat.

5.46 Copying Documents

Contractor hereby grants the Aviation Authority and its agents permission to copy and distribute any and all materials and documents contained in, comprising, or which are otherwise submitted to Aviation Authority with or in connection with the Contractor's Proposal or which are contained in the Contract Documents (the "Submittals"). The permission granted by the Contractor shall be on behalf of the Contractor and any and all other parties who claim any rights to any of the materials or documents comprising the Submittals. Such permission specifically authorizes the Aviation Authority and its agents to make and distribute such copies of the Submittals or portions thereof as may be deemed necessary or appropriate by Aviation Authority for its own internal purposes or for responding to requests for copies from any member of the public regardless of whether the request is specifically characterized as a public records request pursuant to Chapter 119, Florida Statutes. This provision shall survive the expiration or termination of the Contract.

5.47 Florida Public Records Law

IF **THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE AVIATION AUTHORITY'S CUSTODIAN OF PUBLIC RECORDS AT: PHONE NUMBER, (407) 825-2032; EMAIL ADDRESS,** PUBLICRECORDS@GOAA.ORG**; AND MAILING ADDRESS, GREATER ORLANDO AVIATION AUTHORITYY, PUBLIC RECORDS, ONE JEFF FUQUA BOULEVARD, ORLANDO, FL 32827.** A Contractor with an Aviation Authority Contract for services, must comply with Florida Statute, Chapter 119.071, specifically to: Keep and maintain public records that ordinarily and necessarily would be required by the Aviation Authority in order to perform the service. Upon request from the Aviation Authority's custodian of public records, provide the Aviation Authority with a copy of the requested records or allow the access to public records to be inspected or copied within a reasonable time on the same terms and conditions that the Aviation Authority would provide the records and at a cost that does not exceed the cost provided in Chapter 119.07, Florida Statutes, or as otherwise provided by law. 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 Aviation Authority. Upon completion of the Contract, meet all requirements for retaining public records and transfer, at no cost to the Aviation Authority, all public records in possession of the Contractor or keep and maintain public records required by the Aviation Authority to perform the service. If the Contractor transfers all public records to the Aviation Authority upon completion of the Contract, the Contractor shall, upon termination of the Contract, destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the

Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Aviation Authority, upon request from the Aviation Authority's custodian of public records, in a format that is compatible with the information technology systems of the Aviation Authority. If a Contractor does not comply with a public records request, the Aviation Authority shall enforce the Contract provisions in accordance with the Contract.

5.48 Federal Emergency Management Agency (FEMA) Contract Requirements

In the event of a hurricane, civil disturbance, or other declared emergency, the Contractor will be required to begin response within one hour after notification and be on site no later than two hours after notification unless due to circumstances beyond control of the Contractor (roadway damage, etc.). **Cost of the service will be at the standard or non-standard working hours at the discretion of the Aviation Authority**. If State of Florida declares a State of Emergency, Contractor agrees to the terms outlined in the Federal Emergency Management Agency (FEMA) Contract Requirements. **https://www.fema.gov/grants/procurement**

5.49 Federal Compliance Provisions

Contractor agrees to recognize and comply with all applicable standards, orders or regulations issued pursuant to 2 C.F.R. Part 200, Appendix II. Standards, orders or regulations that are not applicable to the scope of work will not be required of the Contractor. To the extent applicable, the Contractor shall cause the inclusion of the provisions of these provisions in all subcontracts.

a. **Equal Employment Opportunity:** For any federally assisted construction Contract, as defined in 41 CFR 60-1.3, the Contractor, Subcontractor, subrecipient shall follow all of the requirements of the Equal Opportunity Clause as stated in 41 CFR 60-1.4.

b. **Davis–Bacon Act:** For any federally assisted construction Contract, in excess of two thousand dollars ($2,000), the Contractor, Subcontractor, subrecipient shall comply with all of the requirements of the Davis-Bacon Act (40 U.S.C. 3141 – 3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and assisted Construction"); and the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). For a definition of "Construction" see 48 CFR 2.101.

c. **Contract Work Hours and Safety Standards Act:** For any federally assisted Contract, in excess of one hundred thousand dollars ($100,000), that involves the employment of mechanics or laborers, the Contractor, Subcontractor, subrecipient shall comply with all of the requirements of the Contract work Hours and Safety Standards Act (40 U.S.C. 3702 and 3704), as supplemented by Department of Labor Regulations (29 CFR Part 5).

d. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352):** Contractors that apply or Proposal for an award exceeding one hundred thousand dollars ($100,000) must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

e. **Debarment and Suspension:** Non-federal entities and Contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

Upon request, the vendor agrees to provide the Aviation Authority with subsequent certification(s) for it and/or its suppliers, Subcontractors and subconsultants after Contract award. a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the vendor is required to verify that none of the vendor, its principals (defined at 2 C.F.R. § 80.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). b. The vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. c. This certification is a material representation of fact relied upon by County (subgrantee). If it is later determined that the vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Federal Government serving as grantee and Aviation Authority as subgrantee, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. d. The vendor must comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this order/Contract is valid. The vendor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

f. **Clean Air Act and the Federal Water Pollution Control Act:** For any federally assisted Contract, or subgrant, in excess of one hundred and fifty thousand dollars ($150,000), the Contractor, Subcontractor, subrecipient or subgrant recipient shall comply with all of the requirements of the Clean Air Act (42 U.S.C. 7401 -7671q.) and the Federal water Pollution Control Act as amended (33 U.S.C. 1251 – 1387).

g. **Energy Policy and Conservation Act**: The Contractor agrees to comply with the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201.

h. **Federal System for Award Management**: A order/Contract shall not be made to parties listed on the government-wide exclusions set forth in the System for Award Management ("SAM") (found at www.sam.gov), which contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory Aviation Authority.

i. **Title Vi List of Pertinent Nondiscrimination Acts And Authorities**

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
2) 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
3) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
5) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
6) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
7) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and Contractors, whether such programs or activities are Federally funded or not);
8) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
9) The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

11) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
12) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.)

j. Procurement of Recovered Materials:

1) In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired.
2) Competitively procured within a timeframe providing for compliance with the Contract performance schedule;
3) Meeting Contract performance requirements; or
4) At a reasonable price.
5) Information about this requirement, along with a list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.
6) Awarded Contractors are required to fully comply with all requirements outlined in 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

k. Additional FEMA Requirements: The Uniform Rules authorize FEMA to require additional provisions for non- Federal entity Contracts. FEMA, pursuant to this Aviation Authority, requires or recommends the following:

1) Access to Records. The following access to records requirements apply to this Contract:

a) The Contractor agrees to provide the Florida Division of Emergency Management, Greater Orlando Aviation Authority, Orlando, Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

b) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

c) The Contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the Contract.

d) In compliance with the Disaster Recovery Act of 2018, the non-fed entity and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

2) Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

3) No Obligation by Federal Government.

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non -- Federal entity, Contractor, or any other party pertaining to any matter resulting from the Contract.

4) Program Fraud and False or Fraudulent Statements or Related Acts.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

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6.0 CONTRACT

6.1 Contract Instructions

The Aviation Authority shall notify the Proposer of the Aviation Authority's intent to make an award and the Proposer shall submit a properly executed Contract within ten (10) calendar days of receipt of notice from the Notice of Intent. Unless such time is extended by the Aviation Authority, the failure of a Proposer to submit a properly executed form within said time period shall be cause for cancellation of the intended award by the Aviation Authority in its sole discretion. In the event that an intended award is cancelled, the award may then be made to the next lowest responsive and responsible Proposer. Unless otherwise agreed by the Aviation Authority in its sole discretion, the Contract shall be executed and notarized as follows:

a. If the Contractor is a corporation, the Contract shall be signed by an authorized corporate officer (i.e., President, Vice President, C.E.O, or C.O.O.).

b. If Contractor is a Partnership, the Contract shall be signed by a general or managing partner.

c. If the Contractor is a Limited Liability Company, the Contract shall be signed by a Manager or Managing Member having Aviation Authority to bind the company.

d. If Contractor is a sole proprietorship, the owner shall sign the Contract.

If an aforementioned signatory is not available and a different authorized signatory executes the form, a letter of authorization reflecting the signatory's Aviation Authority shall be submitted on the Contractor's stationery stating that the person who signed the form is duly authorized to enter into such Contract on behalf of the Contractor. Such letter of authorization shall be signed by one of the designated signatories above or such other representative as may be acceptable to the Aviation Authority.

No award shall be final, and no Contractor shall have any entitlement to a Contract or award, until such time as the Aviation Authority has executed the Contract. Upon execution by both parties, the Contract will constitute the formal written Contract between the Aviation Authority and the Contractor.

7.0 PROPOSAL SUBMITAL REQUIREMENTS

7.1 Required Proposal Format

a. Material shall be submitted in a loose leaf binder format, not as bound documents or with coil spines (plastic or metal). Proposals shall include the information requested in a single volume, with each response tabbed, numbered and ordered in the same manner as provided in this RFP. The information should be submitted on one-sided 8.5 X 11 inch pages in Arial font with no smaller than 10-pitch font, excluding required Attachments as listed in Tab 7, no more than 50 pages.

b. The Proposer should prepare its proposal simply and economically, providing a straightforward, concise description of the Proposer's capability to satisfy the conditions and requirements of this competitive solicitation. To expedite the Aviation Authority's evaluation of the proposal, the proposal shall be organized and sections tabbed in the following order.

Tab 1 – Table of Contents

Please insert a set of tabs to identify each part of the Proposal to facilitate quick reference.

Tab 2 - Executive Summary

A. **Cover Letter** - The cover letter shall be signed by an authorized representative of the Proposer. The letter should indicate the Proposer's commitment to provide the services proposed and include the following:

1. An affirmative statement that it is independent of the Aviation Authority. Proposer must certify in writing with its Proposal that Proposer is registered to do business in the State of Florida. Proposer shall include a copy of such registration to the Aviation Authority with the RFP submission.

2. Provide a statement that the Proposer is willing to sign the Contract (set forth in this RFP, as amended, within ten (10) days after receipt of the Notice of Intent to Award.

3. The Proposer must also describe any conflicts of interest with the Aviation Authority that the Proposer's firm has or may have and how that conflict of interest would be mitigated, or provide an affirmative statement that there are none.

B. **Company Information** - Provide the name of Proposer's company (including the name of any parent company), Include:

1. Contact name and complete contact information of individual responsible for account ("Lead Individual").

2. Address of the Proposer's Auction Storage Site.
3. Type of organization (corporation, sole proprietor, partnership, other).
4. State of Florida Department of Business and Professional Regulation, Florida Board of Auctioneers Business License.
5. State of Florida Department of Highway Safety and Motor Vehicles, Independent Dealer in Motor Vehicle License.
6. Valid local business tax receipt or occupational license.
7. Copy of current automobile automotive dealer license.
8. Auctioneer's License (AU and AB licenses).

Tab 3 - Proposer's Knowledge and Experience

A. Proposer's knowledge and experience, including:

1. Contracts (in similar size and scope to this RFP), with brief descriptions that demonstrate Proposer's experience auctioneering services.

2. Company track record: Provide a summary of the company's background, history, locations, number of years in business, the total number of employees, key personnel, qualifications, experience, and how business is organized.

3. Documentation of the number of registered buyers with a minimum of five (5) auction sales within the past year held in this area. Include the type of items sold at the auctions listed.

4. A published schedule of monthly public auction dates, or proposed dates for the remaining 2021 calendar year and 2022 calendar year.

B. References

The Proposers' references should demonstrate that it has the experience required, and reasonably has the responsibility and reputation to perform the Scope of Services described. It is the responsibility of the Proposer to provide references and information that most closely demonstrate experience with airport or public entity accounts of similar size, complexity, and risk exposure as the Aviation Authority. References shall be for work **substantially similar in scope and magnitude** currently underway or satisfactorily completed and shall be able to validate the Proposer's capabilities, experience and responsibility.

1. List a minimum of three (3) and no more than five (5) customers for the services specified in the solicitation in the spaces provided. A contact person shall be someone who has personal knowledge of the Proposer's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the Aviation

Authority may be contacting them. Do not list persons who will be unable to answer the specific questions regarding the requirements.

2. Provide a list of any clients to whom the Proposer has provided Auctioneering Services on or after January 1, 2016, and to which any such services terminated prior to the end of the Agreement term. If services were terminated, the Proposer shall explain why.

Tab 4 – Proposed Auctioneering Plan

A. For On-Line Auction Services plan must at a minimum explain/describe the following:

1. Description of proposed marketing/advertisement program initiatives, including:
   a) Sample advertisements, letters, print, internet, social media.
   b) Method(s) of contacting buyers (buyer database).
   c) Information available to potential buyers (data, photos, etc.).
   d) Method(s) of collecting data and photographing of sale items.

2. Available storage facilities and transportation methods, including security measures. Include address of proposed storage location.

3. Method of auctioning (preview process, preview facilities, set minimums, deadline date and time, modified deadlines, etc.).

4. Types of reports available for tracking and reporting sales, including at a minimum:

   a) Brief item description.
   b) Property control number (vehicle/equipment VIN #'s/serial #'s, etc...).
   c) Selling price.
   d) Commission amount.
   e) Transportation cost.
   f) Net price due.
   g) Total of gross and net prices.
   h) Signature attesting to accuracy of report and date.
   i) Contractor must utilize a computer system to promptly and accurately record the activities of the auction.

5. Website structure (dedicated page, shared).

6. Description of process for collection of payments, handling payment disputes.

7. Description of On-Line security measures.

B. Key Personnel

1. Identify the Account Manager that will be committed to the project.

2. Provide names and titles of key personnel and an organizational chart of your proposed project team. Provide professional resumes of all key personnel.

3. Key personnel shall have a minimum of three (3) years' experience within the last five (5) years, for contracts similar in size and scope to that of the Orlando International Airport.

4. Any approved substitutions must be with personnel of equal or better qualifications. In addition, any other commitments must not conflict with the level of commitment proposed for this project.

Tab 5 –Claims Information

Disclose all lawsuits, arbitrations and claims filed or raised by or against the Proposer over the last five (5) years, over $10,000.00, specifically identifying: The project involved, the parties involved, the nature of the claim(s), amount at issue, disposition or status, and litigation, case style, number, and jurisdiction. .

Tab 6 – Additional Information

Give any additional information which you feel is pertinent for consideration that was not specifically requested.

Tab 7– Attachments (Forms to be turned in with Proposal Response)

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

Attachment A	Proposer's Certification Form.
Attachment B	Proposal Price Schedule.
Attachment C	Addendum Receipt Verification Form.
Attachment D	Proposer's Questionnaire.
Attachment E	Conflict of Interest Disclosure Form.
Attachment F	Scrutinized Company Certification Form.
Attachment G	MWBE Participation Forms, if applicable.
Attachment H	Proposer's W-9.
Attachment I	Certificate of Insurance (Proof Proposer can obtain the required Insurance).
Attachment J	No Proposal Response Form, if applicable.

Attachment A - Proposer's Certification Form

I have carefully examined the Solicitation and any other documents accompanying or made a part of this Solicitations.

I hereby propose to furnish the goods or services specified in this Solicitation at the prices or rates quoted in my submittal. I agree that my submittal will remain firm for a period of up to ninety (90) days in order to allow the Aviation Authority adequate time to evaluate the submittals.

I certify that all information contained in this Solicitation is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Solicitation on behalf of the Proposer as its act and deed and that the Proposer is ready, willing and able to perform if awarded the Contract.

I certify, under oath, that this Solicitation is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a Solicitation for the same product or service. I further certify that no officer, employee or agent of the Aviation Authority or any other Proposer has a financial interest in this Solicitation. I further certify that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Company	***Sworn to and subscribed before me by means of:***
	☐ physical presence or ☐ online notarization
Bidder's Signature	***this day of_____20___***
Print Name and Title	***by_____who is***
	☐ Personally Known; or ☐ Produced Identification. Type of identification produced:
Address:	***[Check applicable box to satisfy identification requirement of FLA. Stat. §117.05)***
	(STATE OF FLORIDA Seal
Date	**COUNTY OF_____)**
Duns Number	
Federal Tax Id Number	**Notary Signature:_____** **Notary Public My Commission Expires:**
Email:	**Printed, typed or stamped commissioned name of Notary Public)**

The Aviation Authority only requires Company Federal Tax Id numbers. The Aviation Authority is not requesting individual social security numbers

Attachment B - Proposal Price Schedule

PROPOSAL PRICE FORM GREATER ORLANDO AVIATION AUTHORITY

PURCHASING PROPOSAL 08-22

Proposer's Proposal prices shall remain firm for the duration of the initial term of the Contract. Any anticipated increases in Proposer's costs during the initial term of the Contract must be reflected in its prices set forth in its Proposal. The Aviation Authority shall not be obligated to renegotiate or increase any price for any work during the initial term of the Contract based on a Proposer's mistake or miscalculation of prices, underestimation of costs, or for any other reason.

The Proposer's Prices shall include the Contractor's portion of social security taxes, unemployment taxes and all other compulsory payroll taxes, worker's compensation insurance costs, costs of any health insurance or other fringe benefit provided to employees, insurance coverage, travel costs, training costs, other overhead costs, profit margin and any other costs or fees the Proposer would expect to receive or recover from the Aviation Authority in performing the services.

The Proposer agrees to furnish all labor, supervision, materials, supplies, tools, equipment, licenses, permits, and all other items necessary or proper for, or incidental to, performing organizing, advertising, conducting, documenting, and providing auctioneering services via an on-line auction website on behalf of the Aviation Authority at the Orlando International Airport and all other items necessary or proper for, or incidental to, performing its obligations as described in the Contract Documents.

ONLINE AUCTIONEER SERVICES

Authorized Signature: _____

Name and Title (Typed or Printed): _____

Date: _____

FEES FOR ONLINE AUCTIONEERING SERVICES

1. **Titled Vehicles and Equipment Percentage of the adjusted gross revenue per Auction***

Year 1	April 1, 2022 – March 31, 2023	_____ %
Year 2	April 1, 2023 – March 31, 2024	_____ %
Year 3	April 1, 2024 –March 31, 2025	_____ %

2. **Miscellaneous Items Percentage of the adjusted gross revenue per Auction***

Year 1	April 1, 2022 – March 31, 2023	_____ %
Year 2	April 1, 2023 – March 31, 2024	_____ %
Year 3	April 1, 2024 –March 31, 2025	_____ %

3. **Lost and Found Items Percentage of the adjusted gross revenue per Auction***

Year 1	April 1, 2022 – March 31, 2023	_____ %
Year 2	April 1, 2023 – March 31, 2024	_____ %
Year 3	April 1, 2024 –March 31, 2025	_____ %

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

Attachment C - Addendum Receipt Verification

Proposers must acknowledge each addenda on this form and include with your Proposal submittal. Failure to acknowledge and upload EACH addenda may result in a non-responsive Proposal. The undersigned acknowledges receipt of the following addenda to the Documents (Give number and date of each):

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

_____
Company

_____
Signature

_____
Print Name

_____
Title

Attachment D - Proposer's Questionnaire

The following questionnaire is to be completed by the Proposer and provided with its Proposal submittal. If a question is not applicable, so indicate by writing "N/A".

1. CONTACT INFORMATION

Name of Company	
Contact Individual	
Contact Address	
City, State, Zip	
Telephone Number	
Email Address	

2. AUTHORIZED SIGNATORIES

The Proposer represents that the following persons are authorized to sign Proposals, and/or sign Contracts and related documents to which the Proposer will be duly bound. The Aviation Authority will verify all named signatories on Sunbiz.org. If the authorized person is not registered on www.Sunbiz.org , the Proposer should provide with their Proposal submittal proof of authorization.

Name	Title	Indicate Principal or Authorized Authority

3. **REFERENCES**: List a minimum of three (3) and no more than five (5) customers for the services specified in the solicitation in the spaces provided. References shall be for work **substantially similar in scope and magnitude** satisfactorily completed and shall be able to validate the Proposer's capabilities and experience. **Note:** A contact person shall be someone who has personal knowledge of the Proposer's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the Aviation Authority may be contacting them. Do not list persons who will be unable to answer specific questions regarding the requirements.

REFERENCE FORM

Ref #1. Customer/Client:
Date of Services:
Description of Services:
Street Address:
City, State, ZIP Code:
Telephone #
Contact Person:
Email:

Ref # 2. Customer/Client:
Date of Services:
Description of Services:
Street Address:
City, State, ZIP Code:
Telephone #
Contact Person:
Email:

Ref #3. Customer/Client:
Date of Services:
Description of Services:
Street Address:
City, State, ZIP Code:
Telephone #
Contact Person:
Email:

Ref #4. Customer/Client:
Date of Services:
Description of Services:
Street Address:
City, State, ZIP Code:
Telephone #
Contact Person:
Email:

Ref # 5. Customer/Client:
Date of Services:
Description of Services:
Street Address:
City, State, ZIP Code:
Telephone #
Contact Person:
Email:

_____

Company

_____

Signature

_____

Print Nam

_____

Title

Attachment E - Conflict of Interest Disclosure Form

The award of this Contract is subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose within their Proposal the name of any officer, director, employee or agent (or their spouse or child) who is also an employee or officer of the Aviation Authority.

No Titled Vehicles and Equipment, Miscellaneous Items, or Lost and Found Items, shall be sold to the Contractor, any of the Contractor's employees, or any affiliate, agent, or representative of either.

By submission of this Proposal, the undersigned certifies, under penalty of perjury that to the best of their knowledge and belief, have met the Florida Statute.

Comments:

_____
_____
_____
_____
_____

Acknowledged by:

_____

Firm Name:

_____

Signature of Authorized Representative:

_____

Name and Title (Print or Type):

_____

Date:

_____

Attachment F - Certification Regarding Prohibition against Contracting with Scrutinized Companies

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a Contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the Aviation Authority may immediately terminate any Contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of Proposer as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any Contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Name of Proposer: _____

By: _____
(Authorized Signature)

Title: _____

Date: _____

Attachment G – MWBE FORMS **Not Applicable**

Attachment H - Current W9

Request for Taxpayer Identification Number and Certification ▶
Go to www.irs.gov/FormW9 for instructions and the latest information.

Attachment I – Certificate of Insurance

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME:
	PHONE (A/C, No, Ext): FAX (A/C, No):
	E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE NAIC #
INSURED	INSURER A :
	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

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

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

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

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

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

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Attachment J – No Proposal Response, if applicable

NO PROPOSAL RESPONSE

TO

REQUEST FOR PROPOSALS

If your firm is unable to submit a Proposal at this time, please provide the information requested in the space provided below and return to:

GREATER ORLANDO AVIATION AUTHORITY
PURCHASING DEPARTMENT
8652 CASA VERDE ROAD, BUILDING 811
ORLANDO, FLORIDA 32827-4338

We have received Request for Proposals, under **Purchasing Proposal 08-22 Online Auctioneer Services for** Orlando International Airport, **opening at 11:00 a.m. Tuesday, October 12, 2021**, at the Greater Orlando Aviation Authority, Orlando International Airport, Purchasing Department, 8652 Casa Verde Road, Building 811, Orlando, Florida 32827-4338.

Our firm's reason for not submitting is:

_____

_____

_____

_____
Company Name

By:_____

Its:_____
Name & Title, Typed or Printed