

RESOLUTION NO. 2020 - 286

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO: 20-71 TO BOUNDLESS FUTURES LLC dba GREAT EXPECTATIONS AUCTION, AS THE BIDDER PROVIDING THE HIGHEST RESPONSIVE, RESPONSIBLE COMMISSION FEE PERCENTAGE, AND TO EXECUTE AN AGREEMENT FOR COMPLETION OF THE WORK FOR SURPLUS & AUCTION SERVICES.

**RECITALS**

**WHEREAS**, the County desires to enter into a contract with Boundless Futures LLC dba Great Expectations Auction, to complete the Surplus & Auction Services; and

**WHEREAS**, the scope of the services shall include providing any and all labor, materials and equipment to collect, store, maintain, advertise, and sell any and all items and materials declared surplus by the County, including but not limited to; vehicles, rolling stock, heavy equipment, miscellaneous office furniture, electronics, equipment, parts, supplies, and other items declared surplus.in accordance with the specifications as provided in Bid No. 20-71; and

**WHEREAS**, through the County's formal Bid process, Boundless Futures LLC dba Great Expectations Auction, was determined to be the bidder providing the highest responsive, responsible commission fee percentage; and

**WHEREAS**, the County has reviewed the terms, provisions, conditions and requirements of the contract (attached hereto, an incorporated herein) and finds that entering into contract to complete the work serves a public purpose; and

**WHEREAS**, the contract will be funded through the St. Johns County Purchasing Division.

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA**, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to award Bid No. 20-71 to Boundless Futures LLC dba Great Expectations Auction, as the bidder providing the highest responsive, responsible commission fee percentage, and to execute a contract, in substantially the same form and format as attached for completion of the work as set forth therein.

Section 3. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 4th day of August, 2020.

**BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA**

By: [Signature]  
Jeb S. Smith, Chair

ATTEST: Brandon Patty, Clerk

By: Pam Halterman  
Deputy Clerk

RENDITION DATE 8/6/20



The Contractor shall submit payment, less all commission fees, to the County each month for all items sold. Payment must be received by the County by or before the 15<sup>th</sup> of each month for the previous month's sales. Payment shall be submitted in the form of a check, made payable to St. Johns County along with all required documentation as specified in the Scope of Work (Exhibit C) attached here to.

It is strictly understood that Contractor is not entitled to the above-referenced amount of compensation. Rather, Contractor's compensation is based upon Contractor's adhering to the Scope of Work, detailed in this Agreement. As such, the Contractor's compensation is dependent upon satisfactory completion and delivery of all work product and deliverables noted in the Scope of Work, and detailed in this Agreement.

The Contractor shall bill the County for services satisfactorily performed, and materials satisfactorily delivered at the end of each month. The signature of the Contractor's authorized representative on the submitted invoice shall constitute the Contractor's certification to the County that:

1. The Contractor has billed the County for all services rendered by it and any of its Contractors or sub-contractors through the date of the invoice;
2. As of the date of the invoice, no other outstanding amounts are due from the County to the Contractor for services rendered;
3. The reimbursable expenses, if any, have been reasonably incurred; and
4. The amount requested is currently due and owing.

Though there is no billing form or format pre-approved by either the County, or the Contractor, bills/invoices submitted by the Contractor shall include a detailed written report of the Work accomplished in connection with the Scope of Work, and must be submitted with a Request for Payment Form 1550, as provided by the County. The County may return a bill/invoice from the Contractor, and request additional documentation/information. Under such circumstances, the timeframe for payment will be extended by the time necessary to receive a verified bill/invoice.

The Contractor's acceptance of the County's payment of an invoiced amount shall release the County from any claim by the Contractor, or by the Contractor's sub-contractors, for work performed but not invoiced during the time period indicated on the invoice for which payment was issued.

Unless otherwise notified, bills/invoices should be delivered to:

St. Johns County Purchasing Division  
**Attn: Purchasing Manager**  
500 San Sebastian View  
St. Augustine, FL 32084

**FINAL INVOICE:** In order for the County and the Contractor to reconcile/close their books and records, the Contractor shall clearly indicate "Final Invoice" on the Contractor's final bill/invoice to the County. Such indication establishes that all services have been satisfactorily performed and that all charges and costs have been invoiced to the County and that there is no further Work to be performed under this Agreement.

#### **ARTICLE 6 – TRUTH-IN-NEGOTIATION CERTIFICATE**

The signing of this Agreement by the Contractor shall act as the execution of a truth-in-negotiation certificate certifying that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current as of the date of this Agreement.

The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the Agreement.

#### **ARTICLE 7 – ARREARS**

The Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

## **ARTICLE 8 – TERMINATION**

This Agreement may be terminated by the County without cause upon at least thirty (30) calendar days advance written notice to the Contractor of such termination without cause.

This Agreement may be terminated by the County with cause upon at least fourteen (14) calendar days advance written notice of such termination with cause. Such written notice shall indicate the exact cause for termination.

## **ARTICLE 9 – NOTICE OF DEFAULT/RIGHT TO CURE**

Should the County fail to perform (default) under the terms of this Agreement, then the Contractor shall provide written notice to the County, which such notice shall include a timeframe of no fewer than fifteen (15) business days in which to cure the default. Failure to cure the default within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Agreement.

Should the Contractor fail to perform (default) under the terms of this Agreement, then the County shall provide written notice to the Contractor, which such notice shall include a timeframe of no fewer than five (5) calendar days in which to cure the default. Failure to cure the default within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Agreement.

Consistent with other provisions in this Agreement, Contractor shall be paid for services authorized and satisfactorily performed under this Contract up to the effective date of termination.

Upon receipt of a notice of termination, except as otherwise directed by the County in writing, the Contractor shall:

1. Stop work on the date to the extent specified.
2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
3. Transfer all work in process, completed work, and other material related to the terminated work to the County.
4. Continue and complete all parts of the work that have not been terminated.

## **ARTICLE 10 – PERSONNEL**

The Contractor represents that it has, or shall secure at its own expense, all necessary personnel required to perform the Work as provided in the Contract Documents. It is expressly understood that such personnel shall not be employees of, or have any contractual relationship with the County.

All Work required hereunder shall be performed by the Contractor, or under its supervision. All personnel engaged in performing the Work shall be fully qualified and, if required, authorized or permitted under federal, state and local law to perform such Work.

Any changes or substitutions in the Contractor's key personnel must be made known to the County's representative and written approval granted by the County before said change or substitution can become effective.

The Contractor warrants that all Work shall be performed by skilled and competent personnel to the highest professional standards in the field. The Contractor is responsible for the professional quality, technical accuracy, and timely completion of all work performed hereunder, and shall correct or revise any errors or deficiencies in the Work, without additional compensation.

## **ARTICLE 11 – SUBCONTRACTING**

The County reserves the right to approve the use of any sub-contractor, or to reject the selection of a particular sub-contractor, and to inspect all facilities of any sub-contractor in order to make a determination as to the capability of the sub-contractors to perform the Work described in the Contract Documents. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a sub-contractor fails to satisfactorily perform in accordance with the Contract Documents, and it is necessary to replace the sub-contractor to complete the Work in a timely fashion, the Contractor shall promptly do so, subject to approval by the County.

The County reserves the right to disqualify any sub-contractor, vendor, or material supplier based upon prior unsatisfactory performance.

## **ARTICLE 12 – E-VERIFY**

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify System to verify employment

eligibility of any and all personnel hired to perform work under this Agreement. Additionally, the Contractor shall explicitly require any and all sub-contractors and sub-contractors to utilize the U.S. Department of Homeland Security's E-Verify System to verify employment eligibility of all personnel hired to perform work under this Agreement.

**ARTICLE 13 – FEDERAL AND STATE TAX**

In accordance with Local, State, and Federal law, the County is exempt from the payment of Sales and Use Taxes. The County shall provide a tax exemption certificate to the Contractor upon request. The Contractor shall not be exempt from the payment of all applicable taxes in its performance under this Agreement. It is expressly understood by the County and by the Contractor that the Contractor shall not be authorized to use the County's Tax Exemption status in any manner.

The Contractor shall be solely responsible for the payment and accounting of any and all applicable taxes and/or withholdings including but not limited to Social Security payroll taxes (FICA), associated with or stemming from Contractor's performance under this Agreement.

**ARTICLE 14 – AVAILABILITY OF FUNDS**

The County's obligations under this Agreement are contingent upon the lawful appropriation of sufficient funds, for that purpose, by the St. Johns County Board of County Commissioners. Pursuant to the requirements of Section 129.07, Florida Statutes, payment made under this Agreement shall not exceed the amount appropriate in the County's budget for such purpose in that fiscal year. Nothing in this Agreement shall create any obligation on the part of the Board of County Commissioners to appropriate such funds for the payment of services provided under this Agreement during any given County fiscal year. Moreover, it is expressly noted that the Contractor cannot demand that the County provide any such funds in any given County Fiscal Year.

**ARTICLE 15 - INSURANCE**

The Contractor shall not commence work under this Agreement until he/she has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Agreement.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida  
500 San Sebastian View  
St. Augustine, FL 32084

The Contractor shall maintain throughout the duration of this Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this contract, whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor.

The Contractor shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by a Contractor.

The Contractor shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees per Florida Statute 440.02.

In the event of unusual circumstances, the County Administrator or his designee may adjust these insurance requirements.

**ARTICLE 16 - INDEMNIFICATION**

The Contractor shall indemnify and hold harmless the County, and its officers, and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence,

recklessness, intentional/unintentional conduct or omission of the Contractor and other persons employed or utilized by the Contractor.

**ARTICLE 17 – SUCCESSORS AND ASSIGNS**

The County and the Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the County nor the Contractor shall assign, sublet, convey or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Contractor.

**ARTICLE 18 – NO THIRD PARTY BENEFICIARIES**

It is expressly understood by the County, and the Contractor, and this Agreement explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

**ARTICLE 19 – REMEDIES**

No remedy herein conferred upon any party is intended to be exclusive, or any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

**ARTICLE 20 – CONFLICT OF INTEREST**

The Contractor represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of services required hereunder. The Contractor further represents that no person having any interest shall be employed for said performance.

The Contractor shall promptly notify the County, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion of the County, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the Contractor.

The County agrees to notify the Contractor of its opinion by certified mail within thirty (30) days of receipt of notification by the Contractor. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the County shall so state in the notification and the Contractor shall, at his/her option enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Contractor under the terms of this Agreement.

**ARTICLE 21 – EXCUSABLE DELAYS**

The Contractor shall not be considered in default by reason of any delay in performance if such delay arises out of causes reasonably beyond the Contractor's control and without its fault or negligence. Such cases may include, but are not limited to: acts of God; the County's omissive and commissive failures; natural or public health emergencies; freight embargoes; and severe weather conditions.

If delay is caused by the failure of the Contractor's sub-contractor(s) to perform or make progress, and if such delay arises out of causes reasonably beyond the control of the Contractor and its sub-contractor(s) and is without the fault or negligence of either of them, the Contractor shall not be deemed to be in default.

Upon the Contractor's request, the County shall consider the facts and extent of any delay in performing the work and, if the Contractor's failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Agreement shall be revised accordingly; subject to the County's right to change, terminate, or stop any or all of the Work at any time.

**ARTICLE 22 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The Contractor shall deliver to the County for approval and acceptance, and before being eligible for final payment of any

amounts due, all documents and materials prepared by and for the County under this Agreement.

All written and oral information not in the public domain, or not previously known, and all information and data obtained, developed, or supplied by the County, or at its expense, shall be kept confidential by the Contractor and shall not be disclosed to any other party, directly or indirectly, without the County's prior written consent, unless required by a lawful order. All drawings, maps, sketches, and other data developed, or purchased under this Agreement, or at the County's expense, shall be and remains the County's property and may be reproduced and reused at the discretion of the County.

The County and the Contractor shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to, any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

#### **ARTICLE 23 – INDEPENDENT CONTRACTOR RELATIONSHIP**

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent Contractor, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times and in all places be subject to the Contractor's sole direction, supervision, and control.

The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent Contractor and not as employees or agents of the County. The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

#### **ARTICLE 24 – CONTINGENT FEES**

Pursuant to Section 287.055(6), Florida Statutes, the Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

Violation of this section shall be grounds for termination of this Agreement. If this Agreement is terminated for violation of this section, the County may deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or other consideration.

#### **ARTICLE 25 – ACCESS AND AUDITS**

The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the County's cost, upon five (5) days written notice.

#### **ARTICLE 26 – NONDISCRIMINATION**

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

#### **ARTICLE 27 – ENTIRETY OF CONTRACTUAL AGREEMENT**

The County and the Contractor agree that this Agreement, signed by both parties sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein, or are incorporated by reference into this Agreement. None of the provisions, terms, conditions, requirements, or responsibilities noted in this Agreement may be amended, revised, deleted, altered, or otherwise changed, modified, or superseded, except by written instrument, duly executed by authorized representatives of both the County, and the Contractor.

#### **ARTICLE 28 – ENFORCEMENT COSTS**

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing

party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

**ARTICLE 29 – COMPLIANCE WITH APPLICABLE LAWS**

Both the County and the Contractor shall comply with any and all applicable laws, rules, regulations, orders, and policies of the County, State, and Federal Governments.

**ARTICLE 30 – AUTHORITY TO PRACTICE**

The Contractor hereby represents and warrants that it has and shall continue to maintain all licenses and approvals required to conduct its business, and that it shall at all times, conduct its business activities in a reputable manner.

**ARTICLE 31 – SEVERABILITY**

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such items or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

**ARTICLE 32 - AMENDMENTS AND MODIFICATIONS**

No amendments or modifications of this Agreement shall be valid unless in writing and signed by each of the parties.

The County reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the Contractor of the County's notification of a contemplated change, the Contractor shall: (1) if requested by the County, provide an estimate for the increase or decrease in cost due to the contemplated change; (2) notify the County of any estimated change in the completion date; and (3) advise the County in writing if the contemplated change shall effect the Contractor's ability to meet the completion dates or schedules of this Agreement. If the County instructs in writing, the Contractor shall suspend work on that portion of the project, pending the County's decision to proceed with the change. If the County elects to make the change, the County shall issue a Change Order for changes, or a contract change order, if the original contract is to be changed or amended the Contractor shall not commence work on any such change until such written change order has been issued and signed by each of the parties.

**ARTICLE 33 – FLORIDA LAW & VENUE**

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be held in St. Johns County, Florida.

**ARTICLE 34 – ARBITRATION**

The County shall not be obligated to arbitrate or permit any arbitration binding on the County under any of the Contract Documents or in connection with the project in any manner whatsoever.

**ARTICLE 35 - NOTICES**

All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the County shall be mailed to:

St. Johns County Purchasing Department  
**Attn: Purchasing Manager**  
500 San Sebastian View  
St. Augustine, FL 32084

and if sent to the Contractor shall be mailed to:

Boundless Futures LLC  
Dba Great Expectations Auction  
**Attn: Jena Baker-Dennis**  
105 S. Ponce De Leon Blvd.  
St. Augustine, FL 32084

**ARTICLE 36 - HEADINGS**

The heading preceding the articles and sections herein are solely for convenience of reference and shall not constitute a part of this Agreement, or affect its meaning, construction or effect.

## **ARTICLE 37 –PUBLIC RECORDS**

The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

In accordance with Florida law, to the extent that Contractor's performance under this Contract constitutes an act on behalf of the County, Contractor shall comply with all requirements of Florida's public records law. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
- (2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and
- (4) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services.

If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall 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 this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

Failure by the Contractor to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 500 San Sebastian View, St. Augustine, FL 32084, (904) 209-0805, [publicrecords@sjcfl.us](mailto:publicrecords@sjcfl.us)**

## **ARTICLE 38 – USE OF COUNTY LOGO**

Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, the Contractor may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without express written approval St. Johns County, Florida.

## **ARTICLE 39 – SURVIVAL**

It is explicitly noted that the following provisions of this Agreement, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this Agreement, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellation, revocation, and/or non-renewal: (1) Truth-in-Negotiation; (2) Federal and State Taxes; (3) Insurance; (4) Indemnification; (5) Access and Audits; (6) Enforcement Costs; and (7) Access to Records.

## **ARTICLE 40 – AUTHORITY TO EXECUTE**

Each party represents that it has the lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative shown below.

-----  
**Bid No. 20-71; Surplus & Auction Services**  
**Master Contract #:** \_\_\_\_\_

IN WITNESS WHEREOF, authorized representatives of the County and Contractor have executed this Agreement on the day and year below noted.

**COUNTY:**

St. Johns County, FL

Full Legal Name

By: \_\_\_\_\_  
Signature County Representative

Leigh A. Daniels, CPPB  
Printed Name – County Representative

Assistant Purchasing Manager  
Printed Title – County Representative

\_\_\_\_\_  
Date of Execution

**ATTEST:**  
**ST. JOHNS COUNTY, FL**  
**CLERK OF COURT**

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Date of Execution

**LEGALLY SUFFICIENT**

\_\_\_\_\_  
Deputy County Attorney

\_\_\_\_\_  
Date of Execution

**CONTRACTOR:**

Boundless Futures LLC

dba Great Expectations Auction  
Full Legal Company Name

By: \_\_\_\_\_  
Signature of Contractor Representative

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date of Execution



## St. Johns County Board of County Commissioners

Purchasing Division

### NOTICE OF INTENT TO AWARD

July 9, 2020

**RE: Bid No. 20-71; Surplus & Auction Services**

Please be advised that the Purchasing Department of St. Johns County is issuing this notice of its Intent to Award a contract upon successful negotiations to Great Expectations Auction, Estate Services, & Realty as the firm to provide the highest responsive responsible Commission Fee Percentage Amount under **Bid No. 20-71; Surplus & Auction Services**. This notice will remain posted to the **St. Johns County Purchasing Department bulletin board** until 4:00 PM, Wednesday, July 15, 2020.

Any person (including any bidder or proposer) who is, or claims to be, adversely affected by the County's decision or proposed decision shall file a written Notice of Protest with the Purchasing Department of St. Johns County within 72 hours after the posting of the notice of decision or proposed decision. Failure to file a Notice of Protest within the time prescribed in Section 304.10 of the St. Johns County Purchasing Manual (the Bid Protest Procedure), or failure to post the bond or other security required by the County within the time allowed for filing a bond, shall constitute a waiver of proceedings and a waiver of the right to protest. The protest procedures may be obtained from the Purchasing Department and are included in the County's Purchasing Manual. All of the terms and conditions of the County Purchasing Manual are incorporated herein by reference and are fully binding.

Should the Purchasing Department receive no protests in response to this notice, an agenda item will be submitted to the St. Johns County Board of County Commissioners for their consideration and subsequent approval to negotiate, and upon successful negotiations, execute a contract.

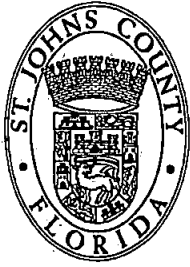
Please forward all correspondence, requests or inquiries directly April Bacon, Purchasing Buyer at [abacon@sjcfl.us](mailto:abacon@sjcfl.us).

Sincerely,  
*St. Johns County*  
*Board of County Commissioners*

  
County Representative Signature

Date: 7/9/20

Leigh Daniels,  
Assistant Purchasing Manager  
(904) 209-0154 – Direct  
(904) 209-0159 – Fax  
(904) 209-0150 – Main  
[ldaniels@sjcfl.us](mailto:ldaniels@sjcfl.us)



**ST. JOHNS COUNTY  
PURCHASING DEPARTMENT**

500 San Sebastian View  
St. Augustine, Florida 32084

**I N T E R O F F I C E M E M O R A N D U M**

**TO:** Leigh Daniels, Assistant Purchasing Manager  
**FROM:** April Bacon, Purchasing Buyer  
**SUBJECT:** Bid No. 20-71; Surplus & Auction Services  
**DATE:** July 8, 2020

Attached are copies of the bid proposals received for the above mentioned along with a copy of the Bid Tabulation Sheet.

Please review, evaluate and make a written recommendation for this project. Also, indicate the budgeted amount for this item along with the appropriate charge code and return at your earliest convenience. We will prepare the agenda item and contract.

Please let me know if I can assist your department in any other way.

Department Head Approval *Leigh A. Daniels*

Date 7/8/20

Budget Amount 0

Account Funding Title N/A

Funding Charge Code N/A

Award to Great Expectations Auction, Estate Services & Realty

Award Amount 0

**ST. JOHNS COUNTY  
BID TABULATION**

**BID TITLE** SURPLUS & AUCTION SERVICES

**BID NUMBER** 20-71

**OPENING DATE/TIME** July 8, 2020 2:00 PM

**POSTING DATE/TIME** FROM 07/08/20 UNTIL 07/13/20  
5:00 PM 5:00 PM

ANY BIDDER AFFECTED ADVERSELY BY AN INTENDED  
DECISION WITH RESPECT TO THE AWARD OF ANY BID,  
SHALL FILE WITH THE PURCHASING DEPARTMENT FOR  
ST. JOHNS COUNTY, A WRITTEN NOTICE OF INTENT  
FILE A PROTEST NOT LATER THAN SEVENTY-TWO (72)  
HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL  
HOLIDAYS) AFTER THE POSTING OF THE BID TABULATION  
PROTEST PROCEDURES MAY BE OBTAINED IN THE  
PURCHASING DEPARTMENT.

**OPENED BY** APRIL BACON

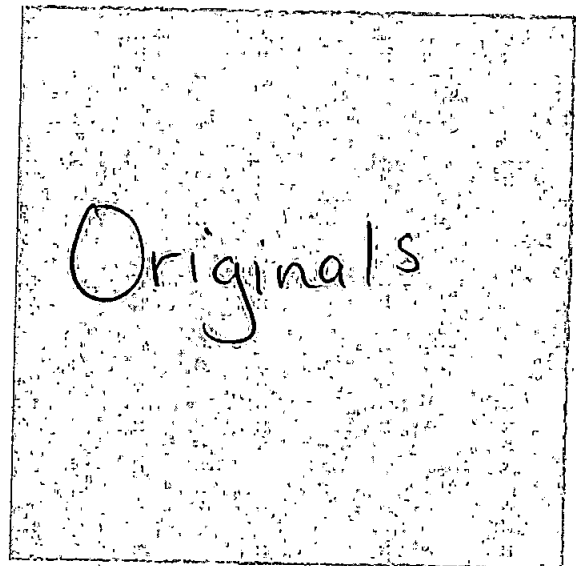
**TABULATED BY** LEIGH DANIELS

**VERIFIED BY** APRIL BACON

BIDDERS	% OF THE GROSS SALES	BID BOND	ADDENDUM #1				
GOVDEALS	NON-RESPONSIVE	NO	NO				
GREAT EXPECTATIONS AUCTION	10%	YES	YES				

BID AWARD DATE - \_\_\_\_\_

**OFFICIAL COUNTY BID FORM  
WITH ATTACHMENTS**



**BID NO: 20-71; SURPLUS & AUCTION SERVICES**

**OFFICIAL COUNTY BID FORM  
ST. JOHNS COUNTY, FLORIDA**

**PROJECT:** SURPLUS & AUCTION SERVICES

**TO:** THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

**DATE SUBMITTED:** 7/1/2020

**BID PROPOSAL OF**

Great Expectations Auction, Estate Services, + Realty  
Full Legal Company Name

105 S. Ponce De Leon Blvd. St. Augustine, FL 32084 (904) 806-4274  
Mailing Address Telephone Number Fax Number

Bidders: Having become familiar with requirements of the work, and having carefully examined the Bidding Documents and Specifications entitled: Bid No: 20-71; Surplus & Auction Services in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents for the following bids quoted in this Bid Proposal summarized as follows:

Note: Any and all fees, charges, and costs associated with performing the required services must be included in the commission fee percentage submitted below. The submitted commission fee percentage shall be final cost to the County. No separate fuel or transportation surcharges, or any other fees or costs shall be paid in addition to the prices submitted below.

**FOR: Surplus & Auction Services**

**COMMISSION FEE PERCENTAGE:** 10 % of the gross sales

The proposed Commission Fee Percentage submitted above shall include any and all fees, surcharges, and any other additional monies associated with performing the work required by this Contract. The Commission Fee Percentage above shall be the final price charged to the County for work performed.

It is the intent of the County to award a contract to the highest responsive, responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents, if judged to be reasonable, and does not exceed the funds budgeted for the Project. **The basis of award for this bid shall be the highest responsive responsible Commission Fee Percentage Amount.**

During the preparation of the Bid, the following addenda, if any, were received:

- No.: 1 Date Received: June 30, 2020
- No.: \_\_\_\_\_ Date Received: \_\_\_\_\_
- No.: \_\_\_\_\_ Date Received: \_\_\_\_\_

We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned are interested, in this proposal, as principals, and that this proposal is made without collusion with any person, firm or corporation, and we have carefully and to our satisfaction examined the Bid Documents and Project Specifications.

We have made a full examination of the location of the proposed work and the sources of supply of materials, and we hereby agree to furnish all necessary labor, equipment and materials, fully understanding that any quantities shown therewith are approximate only, and that we will fully complete all requirements therein as prepared by the County, within the same time limit specified in the Bid Documents as indicated above.

**BID NO: 20-71; SURPLUS & AUCTION SERVICES**

If the Undersigned is notified of the acceptance of this Bid Proposal by the Board within ninety (90) calendar days for the time set for the opening of Bids, the Undersigned further agrees, to execute a contract for the above work within ten (10) days after notice that his Bid has been accepted for the above stated compensation in the form of a Contract presented by the County.

The Undersigned further agrees that security in the form of a Bid Bond, certified or cashier's check in the amount of five thousand dollars (\$5,000.00), payable to the Owner, accompanies this Bid; that the amount is not to be construed as a penalty, but as liquidated damages which said Owner will sustain by failure of the Undersigned to execute and deliver the Contract and Bond within ten (10) days of the written notification of the Award of the Contract to him; thereupon, the security shall become the property of the Owner, but if this Bid is not accepted within ninety (90) days of the time set for the submission of Bids, or if the Undersigned delivers the executed Contract upon receipt, the Security shall be returned to the Bidder within seven (7) working days.

**CORPORATE/COMPANY**

Full Legal Company Name: Boundless Futures LLC DBA Great Expectations Auction (Seal)

By:   
Signature of Authorized Representative

Jena Baker-Dennis, Managing Member  
(Name & Title typed or printed)

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

\_\_\_\_\_  
(Name & Title typed or printed)

Address: 105 S Ponce De Leon Blvd. St. Augustine, FL 32084

Telephone No.: (904) 806-4274

Fax No.: ( )

Email Address for Authorized Company Representative: auction@geauction.com

Federal I.D. Tax Number: 81-0843274

DUNS #: N/A

(if applicable)

**INDIVIDUAL**

Name: \_\_\_\_\_  
(Signature) (Name typed or printed) (Title)

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

Telephone No.: ( )

Fax No.: \_\_\_\_\_

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

Federal I.D. Tax Number: \_\_\_\_\_

**BID NO: 20-71; SURPLUS & AUCTION SERVICES**

Each Bidder must submit all required forms and attachments. Failure to submit any required document may be grounds for disqualification due to non-responsiveness.

Submittal Requirements:

- Official County Bid Form
- Attachment "A" – Affidavit
- Attachment "B" – Certificate as to Corporate Principal
- Attachment "C" – License / Certification List
- Attachment "D" – List of Proposed Sub-Contractors/Suppliers
- Attachment "E" – Conflict of Interest Disclosure Form
- Attachment "F" – Proof of Insurance
- Attachment "G" – Experience of Bidder Form
- Attachment "H" – Drug Free Work Place Form
- Attachment "I" – Claims/Liens/Litigation History
- Bid Bond Form
- Fully Acknowledged Addenda Applicable to this bid

Official County Bid Form, Attachments "A", "B", "C", "D", "E", "F", "G", "H", "I", and Bid Bond must be completed; along with a fully acknowledged copy of each Addendum applicable to this Bid and submitted with each copy of the Bid Proposal. One (1) original and two (2) copies of all required forms must be submitted.

**BID NO: 20-71; SURPLUS & AUCTION SERVICES**

**ATTACHMENT "A"**

**AFFIDAVIT**

TO: ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS,  
ST. AUGUSTINE, FLORIDA.

At the time the proposal is submitted, the Bidder shall attach to his Bid a sworn statement.

This sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association, or corporation submitting the proposal, and shall be sworn to before a person who is authorized by law to administer oaths.

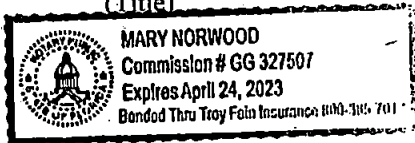
STATE OF FLORIDA, COUNTY OF ST. JOHNS

Before me, the Undersigned authority, personally appeared Jena Baker-Dennis who being duly sworn, deposes and says he is Managing Member (Title) of the firm of Boundless Futures / Great Expectations Bidder submitting the attached proposal for the services covered by the bid documents for Bid No. 20-71; Surplus & Auction Services, in St. Johns County, Florida.

The affiant further states that no more than one proposal for the above-referenced project will be submitted from the individual, his firm or corporation under the same or different name, and that such Bidder has no financial interest in the firm of another bidder for the same work. That neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this firm's Bid on the above-described project. Furthermore, neither the firm nor any of its officers are barred from participating in public contract lettings in the State of Florida or any other state.

[Signature]  
(Bidder)

By: Jena Baker-Dennis  
Managing member  
(Title)



Sworn and subscribed to me this 7<sup>th</sup> day  
of July, 2020.

Notary Public:  
[Signature]  
Signature  
Mary Norwood  
Printed

My commission Expires: April 24, 2023

**BIDDER ON ALL COUNTY PROJECTS MUST EXECUTE AND ATTACH THIS AFFIDAVIT TO EACH BID.**



**BID NO: 20-71; SURPLUS & AUCTION SERVICES**

**ATTACHMENT "C"**

**LICENSE / CERTIFICATION LIST**

In the space below, the Bidder shall list all current licenses and certifications held.

*The bidder shall attach a copy of each current license or certification listed below to this form.*

License Name	License #	Issuing Agency	Expiration Date
Auction House Auctioneer	AB2597/AU3630	DBPR - BOA	11/30/21
Florida Real Estate Broker	CQ1058764 BK3387473	DBPR - FREC	3/31/21
Auto Broker	VI-1118571-1	FHSMV - Dealer Services	4/30/22
FFL Federal Firearms Broker	1-59-031-01-38-49735	ATF	2/1/23
Florida Notary	GG344644	DOS	10/12/23
Georgia Real Estate Broker	77647/ 395641	GA REC	10/31/23
St Johns County Local Business Tax Recipient	1049949	Tax Collector	9/30/2021



Ron DeSantis, Governor

Halsey Beshears, Secretary



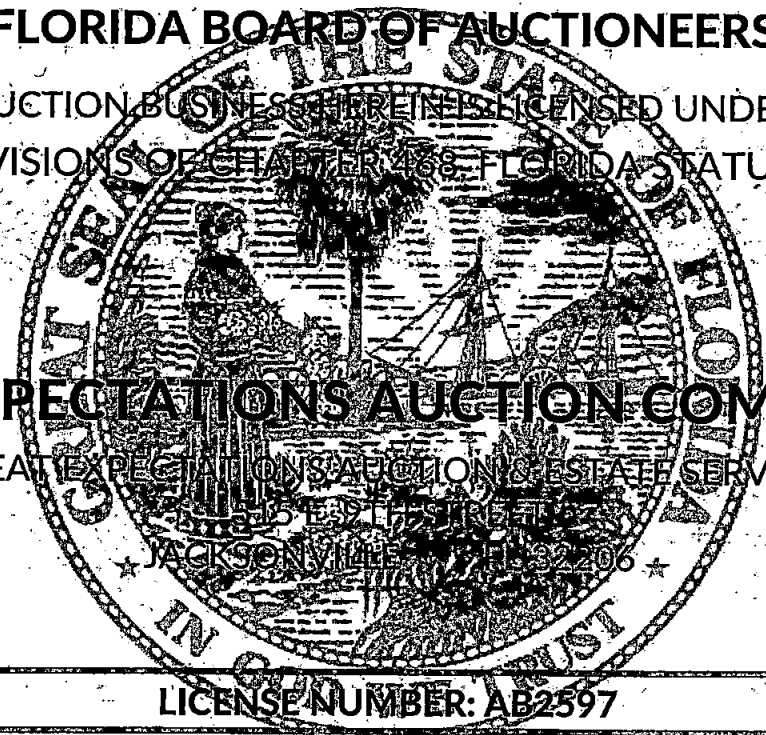
**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**FLORIDA BOARD OF AUCTIONEERS**

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

**GREAT EXPECTATIONS AUCTION COMPANY LLC**

GREAT EXPECTATIONS AUCTION & ESTATE SERVICES



**LICENSE NUMBER: AB2597**

**EXPIRATION DATE: NOVEMBER 30, 2021**

Always verify licenses online at [MyFloridaLicense.com](http://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

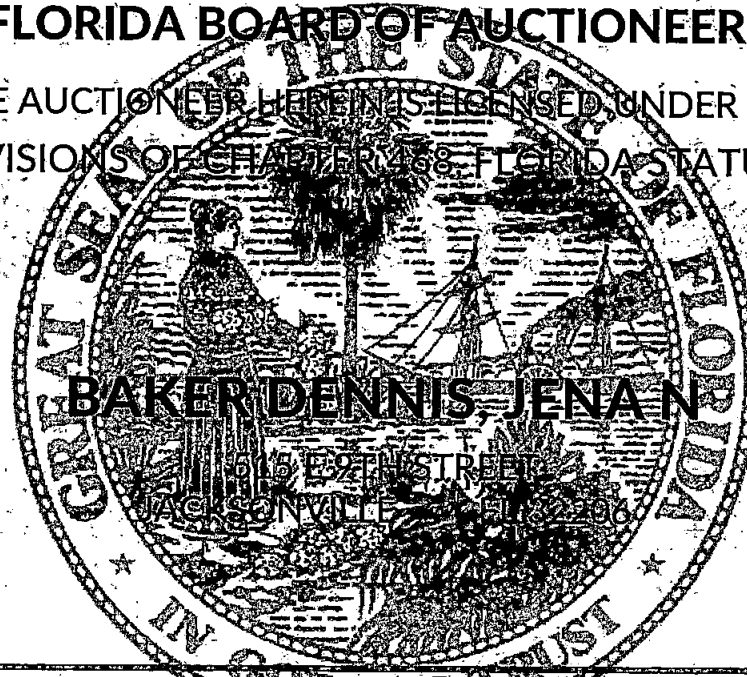
Halsey Beshears, Secretary



**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



**BAKER DENNIS JENA N**

**LICENSE NUMBER: AU3630**

**EXPIRATION DATE: NOVEMBER 30, 2021**

Always verify licenses online at [MyFloridaLicense.com](http://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

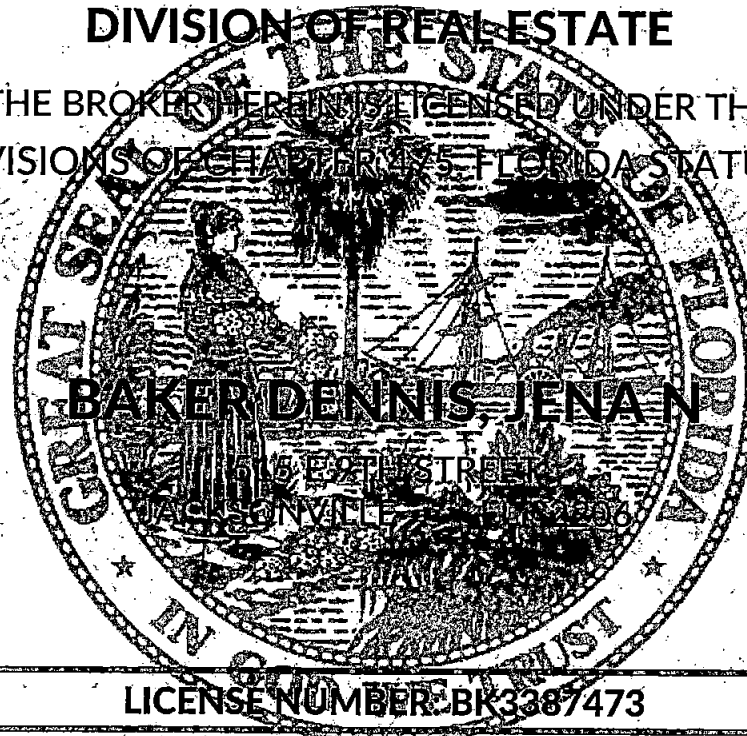
Halsey Beshears, Secretary



STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

DIVISION OF REAL ESTATE

THE BROKER HEREIN IS LICENSED UNDER THE  
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES



BAKER DENNIS, JENA N

LICENSE NUMBER: BK3887473

EXPIRATION DATE: MARCH 31, 2021

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



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Ron DeSantis, Governor

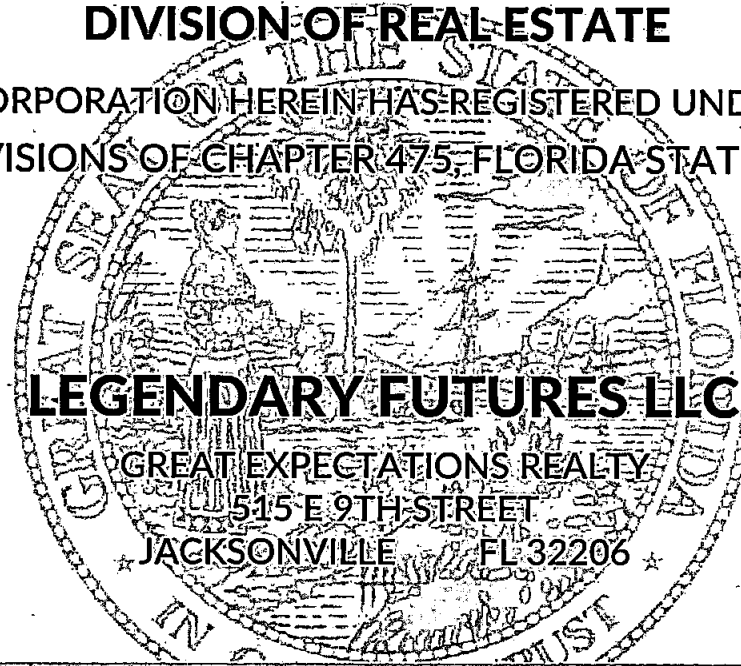
Halsey Beshears, Secretary



**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**DIVISION OF REAL ESTATE**

THE CORPORATION HEREIN HAS REGISTERED UNDER THE  
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES



**LICENSE NUMBER: CQ1058764**

**EXPIRATION DATE: SEPTEMBER 30, 2020**

Always verify licenses online at [MyFloridaLicense.com](http://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

INFINITE FUTURES LLC  
515 E 9TH ST  
JACKSONVILLE, FL 32206-3803

## License

FOR AN INDEPENDENT DEALER IN  
MOTOR VEHICLES

LICENSE NUMBER  
VI/1118571/1  
PRIMARY LOT

EFFECTIVE DATE  
03/19/2020

EXPIRATION DATE  
04/30/2022

THIS CERTIFIES, THAT

INFINITE FUTURES LLC  
GREAT EXPECTATIONS AUTO BROKERS

AT 515 E 9TH ST  
JACKSONVILLE, FL 32206-3803

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

HSMV 84103 (REV. 2/11)S

STATE OF FLORIDA

VOID  
IF  
ALTERED

VOID  
IF  
ALTERED

In accordance with the provisions of Title I, Gun Control Act of 1968, and the regulations issued thereunder (27 CFR Part 478), you are licensed to engage in the business specified in this license, within the limitations of Chapter 44, Title 18, United States Code, and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 478.51. See "WARNINGS" and "NOTICES" on reverse.**

Direct ATF Correspondence To: ATF - Chief, FFLC  
344 Nandy Road  
Martinsburg, WV 25415-9431

1-59-031-01-3B-49735

Chief, Federal Firearms Licensing Center (FFLC)

Expiration Date: February 1, 2023

Name: Tracy Roberts  
GREAT EXPECTATIONS AUCTION & ESTATE SERVICES

Business Address (Change? Notify the FFLC at least 30 days before the change):

518 E 9TH STREET  
JACKSONVILLE, FL 32206

Type of License:

01-DEALER IN FIREARMS OTHER THAN DESTRUCTIVE DEVICES

Purchasing Certificate Number:

Mailing Address (Change? Notify the FFLC of any changes):

The licensee named above shall use a copy of this license in interstate transfers of firearms to verify the identity and the licensed status of the licensee as required by 17 CFR Part 478. The signature on each copy shall be an original, unexpired, hand, scanned or e-mailed copy of the license with a signature provided to be an original signature is acceptable. The signature must be that of the Federal Firearms Licensee (FFL) or a responsible person of the FFL. Licensee shall file a true copy of a license issued to the licensee named above to engage in the business specified in the face under "Type of License."

BOUNDLESS FUTURES LLC  
GREAT EXPECTATIONS AUCTION & ESTATE SERVICES  
518 E 9TH STREET  
JACKSONVILLE, FL 32206

Licensee Responsible Person Signature: [Signature]

Responsible Person Name: [Signature]

Printed Name: Jean Baker-Dean

Date: 2/12/20

ATF Form 5 (5/14) 1.1  
Revised October 2011

Federal Firearms License (FFL) Customer Service Information

Chief Federal Firearms Licensing Center (FFLC)  
14 Nandy Road  
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (866) 662-2740  
Toll-free Fax Number: (866) 257-2749  
E-mail: NLC@atf.gov

ATF Homepage: www.atf.gov  
FFL e-Check: www.atfonline.gov/fflcheck

**Change of Address (27 CFR 478.52).** Licensees may during the term of their current license remove their business or activity to a new location at which they intend to carry on such business or activity by filing an Application for an Amended Federal Firearms License, ATF Form 3301-33, in duplicate, not less than 30 days or to such extent with the Chief, Federal Firearms Licensing Center. The application must be executed under the penalty of perjury and penalties imposed by 18 U.S.C. 924. The application shall be accompanied by the licensee's original license. The license will be valid for the remainder of the term of the original license. (The ATF, FFLC, shall, if the applicant is not qualified, refer the application for amended license to the Director of Industry Operations for denial in accordance with 27 CFR 478.71.)

**Right of Succession (27 CFR 478.56).** (a) Certain persons other than the licensee may acquire the right to carry on the same firearms or ammunition business at the same address shown on, and for the remainder of the term of, a current license. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee, and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the rights provided by this section, the person or persons continuing the business shall furnish the license for that business for endorsement of such successors to the Chief, FFLC, within 30 days from the date on which the successor begins to carry on the business.

(Continued on reverse side)

Federal Firearms License (FFL) Information Card

Licensee Name: BOUNDLESS FUTURES LLC  
Business Name: GREAT EXPECTATIONS AUCTION & ESTATE SERVICES  
License Number: 1-59-031-01-3B-49735  
License Type: 01-DEALER IN FIREARMS OTHER THAN DESTRUCTIVE DEVICES  
Expiration: February 1, 2023

Case Note: Not Valid for the Sale or Other Disposition of Firearms

FFL Newsletter - Electronic Version Available

Sign-Up Today!

FFLs interested in receiving the electronic version of the FFL Newsletter, along with occasional additional information, should submit name, FFL number, and e-mail address to: FIPB@atf.gov.

The electronic FFL Newsletter will enable ATF to communicate information to licensees on a periodic basis.



NOTARY I.D. NO.  
1020156

COMMISSION NO.  
GG 344644

# STATE OF FLORIDA

Executive Department

I, Ron DeSantis, Governor of Florida, by virtue of the authority vested in me  
by the Constitution and Laws of this State,  
do hereby commission

**Jena N. Baker Dennis**

to be

**NOTARY PUBLIC**

and for the State of Florida

from ~~October 1, 2019~~ through ~~October 1, 2023~~ and until the

Name of the People of the State of Florida to have, hold, and exercise the said office and  
all the powers and responsibilities appertaining thereto, to receive the privileges  
and emoluments thereof, according to the laws

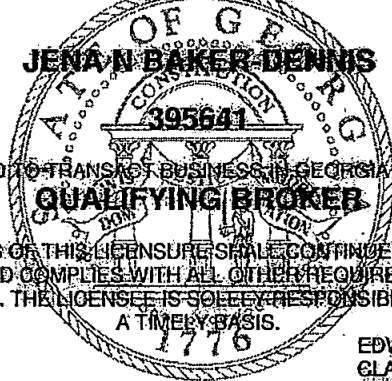
In Testimony Whereof, I do hereunto set my hand and cause to be affixed the  
Great Seal of the State, Tallahassee, Florida.

Governor

Secretary of State

FAIN

**STATE OF GEORGIA  
REAL ESTATE COMMISSION**



IS AUTHORIZED TO TRANSACT BUSINESS IN GEORGIA AS A LICENSED  
**QUALIFYING BROKER**

THE PRIVILEGE AND RESPONSIBILITIES OF THIS LICENSE SHALL CONTINUE IN EFFECT AS LONG AS THE LICENSEE  
PAYS REQUIRED LICENSE FEES AND COMPLETES WITH ALL OTHER REQUIREMENTS OF THE OFFICIAL CODE OF  
GEORGIA ANNOTATED, CHAPTER 43-40. THE LICENSEE IS SOLELY RESPONSIBLE FOR THE PAYMENT OF ALL FEES ON

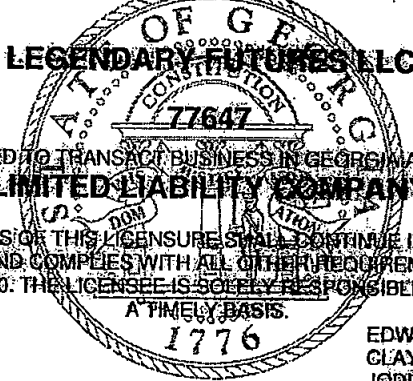
**PAUL G. BROWER**  
Chairperson

**CINDY RAMPLEY**  
Vice Chairperson

**EDWARD L. DOLLAR**  
**CLAYTON FOSTER**  
**JODIE SHEPARD**  
**JERRY WARSHAW**

11346580.

**STATE OF GEORGIA  
REAL ESTATE COMMISSION**



IS AUTHORIZED TO TRANSACT BUSINESS IN GEORGIA AS A LICENSED  
**LIMITED LIABILITY COMPANY**

THE PRIVILEGE AND RESPONSIBILITIES OF THIS LICENSE SHALL CONTINUE IN EFFECT AS LONG AS THE LICENSEE  
PAYS REQUIRED LICENSE FEES AND COMPLETES WITH ALL OTHER REQUIREMENTS OF THE OFFICIAL CODE OF  
GEORGIA ANNOTATED, CHAPTER 43-40. THE LICENSEE IS SOLELY RESPONSIBLE FOR THE PAYMENT OF ALL FEES ON

**PAUL BROWER**  
Chairperson

**CINDY RAMPLEY**  
Vice Chairperson

**EDWARD L. DOLLAR**  
**CLAYTON FOSTER**  
**JODIE SHEPARD**  
**JERRY WARSHAW**

1646667557727007

**JENA N BAKER-DENNIS**  
# 395641  
**QUALIFYING BROKER**  
**LEGENDARY FUTURES LLC**  
FIRM NO: H-77647

THIS LICENSE EXPIRES IF YOU FAIL TO  
PAY RENEWAL FEES OR IF YOU FAIL  
TO COMPLETE ANY REQUIRED  
EDUCATION IN A TIMELY MANNER.

State of Georgia  
Real Estate Commission  
Suite 1000 - International Tower  
229 Peachtree Street, N.E.  
Atlanta, GA 30303-1605

**ORIGINALLY LICENSED**  
09/16/2019

**END OF RENEWAL**  
10/31/2023

Assigned to Firm  
09/20/2019



LYNN DEMPSEY

**JENA N BAKER-DENNIS**  
# 395641  
**QUALIFYING BROKER**  
**LEGENDARY FUTURES LLC**  
FIRM NO: H-77647

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TO COMPLETE ANY REQUIRED  
EDUCATION IN A TIMELY MANNER.

State of Georgia  
Real Estate Commission  
Suite 1000 - International Tower  
229 Peachtree Street, N.E.  
Atlanta, GA 30303-1605

**ORIGINALLY LICENSED**  
09/16/2019

**END OF RENEWAL**  
10/31/2023

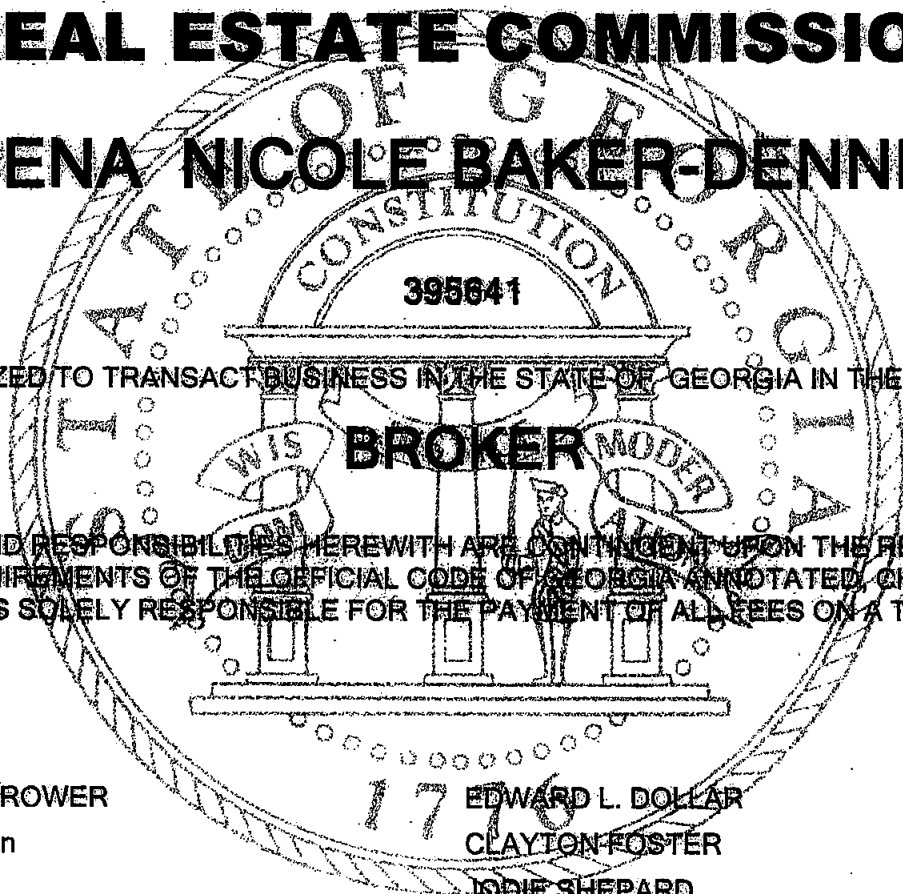
Assigned to Firm  
09/20/2019



LYNN DEMPSEY

**STATE OF GEORGIA  
REAL ESTATE COMMISSION**

**JENA NICOLE BAKER-DENNIS**



IS AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF GEORGIA IN THE CAPACITY AS

**BROKER**

THE PRIVILEGE AND RESPONSIBILITIES HEREWITH ARE CONTINGENT UPON THE REQUISITE FEES AND ALL OTHER REQUIREMENTS OF THE OFFICIAL CODE OF GEORGIA ANNOTATED, CHAPTER 43-40. THE LICENSEE IS SOLELY RESPONSIBLE FOR THE PAYMENT OF ALL FEES ON A TIMELY BASIS.

PAUL G. BROWER  
Chairperson

CINDY RAMPLEY  
Vice Chairperson

EDWARD L. DOLLAR  
CLAYTON FOSTER

JODIE SHEPARD  
JERRY WARSHAW

THIS RECEIPT ISSUED PURSUANT  
TO COUNTY ORDINANCE 17-3A

# 2020/2021 ST. JOHNS COUNTY LOCAL BUSINESS TAX RECEIPT

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

ACCOUNT: 1049549

EXPIRES: September 30, 2021

TYPE OF BUSINESS: 000100 AUCTIONEER

BUSINESS ADDRESS: 105 S PONGE DE LEON BLVD  
ST AUGUSTINE FL 32084

BUSINESS NAME: GREAT EXPECTATIONS AUCTION & ESTATE LIQUIDATORS  
OWNER: BOUNDLESS FUTURES LLC

MAILING ADDRESS: 105 S PONGE DE LEON BLVD  
ST AUGUSTINE FL 32084



NEW BUSINESS TRANSFER ORIGINAL TAX	22.00
AMOUNT	22.00
PENALTY	00
COLLECTION COST	
TOTAL	22.00

THIS FORM BECOMES A RECEIPT ONLY WHEN VALIDATED

PAID-1053706-0002-0002 137 07/06/2020 22.00

**DENNIS W. HOLLINGSWORTH**  
**ST. JOHNS COUNTY TAX COLLECTOR**

This receipt does not constitute a franchise, an agreement, or permission or authority to perform the services or operate the business described hereon when a franchise agreement, or other county, commission, state, or federal permission or authority is required by county, state, or federal law.

**BID NO: 20-71; SURPLUS & AUCTION SERVICES**

**ATTACHMENT "D"**

**LIST OF PROPOSED SUBCONTRACTORS/SUPPLIERS**

All subcontractors are subject to approval of County. Each Respondent shall submit any sub-contractors proposed to perform any portion of the required services as provided herein. Each Respondent shall submit any proposed sub-contractors qualifications, licensing, and certifications (including MBE/WBE/DBE). The following are subcontractors proposed to be used in connection with this work:

<b>Company Name</b>	<b>Division/Discipline</b>	<b>Primary Contact Name</b>	<b>Contact Number and Email Address</b>
-None-			

**BID NO: 20-71; SURPLUS & AUCTION SERVICES**

**ATTACHMENT "E"**

**ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS  
CONFLICT OF INTEREST DISCLOSURE FORM**

Project (BID # 20-71) Number/Description: **Surplus & Auction Services**

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a consultant's/contractor's professional judgment in completing work for the benefit of St. Johns County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Consultants/Contractors, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the consultant's/contractor's professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, and methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

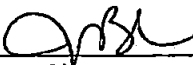
It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

Please check the appropriate statement:

I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.

The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent: Jena Baker-Dennis

Authorized Representative(s) :  Jena Baker-Dennis, Managing Member  
Signature Print Name/Title

\_\_\_\_\_  
Signature Print Name/Title

**BID NO: 20-71; SURPLUS & AUCTION SERVICES**

**ATTACHMENT "F"**

**CERTIFICATE OF INSURANCE**

Bidders shall provide certificates of insurance as part of their submittal package. Certificates of insurance shall meet or exceed the requirements as described under **INSURANCE** on page 14 of this bid document. Failure to provide proof of insurance may result in a bidder being deemed non-responsive and therefore removed from consideration.

INSERT CERTIFICATE OF INSURANCE HERE



GREATEX-01

MHOWARD

### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/6/2020

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 Browning Agency of Hastings, Inc. 8840 W Church Street Hastings, FL 32145	CONTACT NAME:	
	PHONE (A/C, No, Ext): (904) 692-5969	FAX (A/C, No): (904) 692-5953
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Atlantic Casualty Insurance Co	
	INSURER B: Progressive Insurance Company	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

INSURED  
  
Great Expectations Auction & Estate  
515 E 9th Street  
Jacksonville, FL 32206

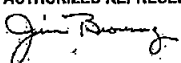
COVERAGES                      CERTIFICATE NUMBER:                      REVISION NUMBER:

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		2810002134-0	8/30/2019	8/30/2020	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 1,000
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$ 1,000,000
							PRODUCTS - COMP/OP AGG	\$ 1,000,000
								\$
B	AUTOMOBILE LIABILITY  <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		08164790-1	9/14/2019	9/14/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DED    RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N 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	\$
A	Garage & Dealers	X		2810002134-0	8/30/2019	8/30/2020		1,000,000

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

CERTIFICATE HOLDER                      CANCELLATION

St Johns County a Political subdivision of the State of Florida 500 San Sebastian View Saint Augustine, FL 32084	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 
--	---



COMMON POLICY DECLARATIONS

Policy Number 2810002134-0

NEW
Renewal of Number

Item 1. Named Insured and Mailing Address:

BOUNDLESS FUTURES LLC, INFINITE FUTURES LLC
SEE FORM IL1201
515 E 9TH ST
JACKSONVILLE FL 32206

Item 2. Policy Period From: 08/30/2019 To: 08/30/2020 Term 366 Day(s)

12:01 A. M. Standard Time at the address of the Named Insured as stated herein

Item 3. Business Description:

Auto Auction

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

This policy consists of the following coverage parts, for which a premium is indicated. Where no premium is shown, there is no coverage. This premium may be subject to adjustment.

Table with 3 columns: Coverage Part(s), Form and Edition Date, Premium. Includes rows for Auto Dealers Coverage Part, Commercial General Liability Coverage Part, Subtotal, POLICY FEE, STATE TAX, STAMPING FEE, INSPECTION FEE, and Total.

Audit Period Annual unless otherwise stated:

Item 4. Forms and endorsements applicable to all Coverage Parts:

See Schedule of Forms and Endorsements

Agent No.: 420281
General Agent: AMWINS ACCESS INSURANCE SERVICES, LLC
Address: 5910 N. CENTRAL EXPRESSWAY, SUITE 500
DALLAS TX 75206

Producer Code No.:
Producer Name: THE BROWNING AGENCY OF HASTINGS INC
Producer Address: PO BOX 697
HASTINGS FL 32145

Countersigned 09/09/2019 DP/BRP/BJV
DATE

By [Signature]
COUNTERSIGNATURE

THIS COMMON POLICY DECLARATIONS AND THE SUPPLEMENTAL DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND ENDORSEMENTS COMPLETE THE ABOVE NUMBER POLICY.

IN WITNESS WHEREOF, this Company has caused the Policy to be signed by its President and its Secretary and countersigned by a duly authorized representative.

[Signature]
President

[Signature]
Secretary



Policy Number: 2810002134-0

**LOCATION OF PREMISES**

Location of All premises You Own, Rent or Occupy:

**PREMIUM**

Classification	Code No.	Premium Basis	Territory	Rate		Advance Premium	
				Pr/Co	All Other	Pr/Co	All Other
Auctions On Premises Owned Or Rented By The Insured *	91179	P 63,266 PR	005	INCL	24.636	\$ INCL	\$ 1,559
						\$	\$
						\$	\$
						\$	\$
Total for extension						Total	\$ 1,559.00

\*\* (a) area (c) total cost (m) admission (p) payroll (s) gross sales (u) units (t) other

## GARAGE AND AUTO DEALERS COVERAGE FORM DECLARATIONS

**ITEM ONE**

NAMED INSURED: BOUNDLESS FUTURES LLC, INFINITE FUTURES LLC

POLICY NUMBER: 2810002134-0

**ITEM TWO**

**Schedule of Coverages and Covered Autos**

This policy provides only those coverages where a charge and limit, if applicable, are shown in the columns below. Each of the "auto"-related coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for the applicable coverages by the entry of one or more of the symbols from Section I - Covered Autos Coverages of the Auto Dealers Coverage Form next to the name of the "auto"-related coverage.

Coverages	Covered Autos	Limit	Premium
Covered Autos Liability	22 & 29	\$ 500,000 Each Accident	\$ 4,062.00
General Liability Bodily Injury and Property Damage Liability		\$ 500,000 Each Accident	
Damages to Premises Rented to You		\$ 100,000 Any One Premises	
Personal and Advertising Injury Liability		\$ 500,000 Any One Person or Organization	
		\$ 1,000,000 General Liability Aggregate	
		\$ 1,000,000 Products and Work You Performed Aggregate	
Locations and Operations Medical Payments		\$ 5,000 Any One Person	\$ 37.00
Personal Injury Protection (Or Equivalent No-fault Coverage)	25	Separately Stated in Each Personal Injury Protection Endorsement Minus Deductible	\$ 48.00
Added Personal Injury Protection (Or Equivalent Added No-fault Coverage)		Separately Stated in Each Added Personal Injury Protection Endorsement	\$
Auto Medical Payments	22 & 29	\$ 5,000 Each Insured See Item Seven for Covered Autos Insured On a Specified Car Basis.	\$ 35.00
Medical Expense and Income Loss Benefits (Virginia Only)		Separately Stated in The Medical Expense and Income Loss Benefits Endorsement	\$
Uninsured Motorists	22 & 29	\$ 500,000 BI	\$ 584.00
Underinsured Motorists (When Not Included in Uninsured Motorists Coverage)		\$	\$

Garagekeepers Comprehensive Coverage		Separately Stated for Each Location in Item Five	\$
Garagekeepers Specified Causes of Loss Coverage			\$
Garagekeepers Collision Coverage			\$
Physical Damage Comprehensive Coverage		Actual Cash Value or Cost of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered Auto See Item Six for Dealers Autos.	\$
Physical Damage Specified Causes of Loss Coverage		Actual Cash Value or Cost of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered See Item Six for Dealers Autos.	\$
Physical Damage Collision Coverage		Actual Cash Value or Cost of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered Auto See Item Six for Dealers Blanket Collision Autos.	\$
Acts, Errors or Omissions Liability		\$ Aggregate Per Claim Deductible	\$
Covered Autos Pickup and Delivery of Autos			\$ INCL
Premium for Endorsements			\$
Estimated Total Premium*			\$ 4,766.00

\*This policy may be subject to final audit.

**ITEM THREE**  
Locations Where You Conduct Auto Dealer Operations

Location Number	Address (State your main business location first.)
1	515 E 9th St JACKSONVILLE FL 32206

**ITEM FOUR**

**Liability and Personal Injury Protection (Or Equivalent or Similar No-fault Coverages) – Premiums**

**NOTE**

1. Part-time "employees" working an average of at least 20 hours a week for the number of weeks worked are to be counted as one rating unit each.
2. Part-time "employees" working an average of less than 20 hours a week for the number of weeks worked are to be counted as 1/2 rating unit each.

Location Number:	1		
Class of Operator	Number of Persons	Rating Units	Total Rating Units
Class A	0.0	1.00	0.0
Class B	0.0	1.00	0.0
Class C	0.0	.50	0.0
Class D	2.0	.75	1.5
Class E	0.0	.40	0.0
Class F	0.0	.30	0.0

Location Number:			
Class of Operator	Number of Persons	Rating Units	Total Rating Units
Class A		1.00	
Class B		1.00	
Class C		.50	
Class D		.75	
Class E		.40	
Class F		.30	

Location Number:			
Class of Operator	Number of Persons	Rating Units	Total Rating Units
Class A		1.00	
Class B		1.00	
Class C		.50	
Class D		.75	
Class E		.40	
Class F		.30	

Premiums	
Covered Autos Liability and General Liability Premium	\$ 4,062.00
Personal Injury Protection Premium	\$ 48.00
Medical Expense Benefits Premium (Virginia Only)	\$
Income Loss Benefits Premium (Virginia Only)	\$
Acts, Errors or Omissions Liability Premium	\$

**DEFINITIONS**

**Furnished an Auto for Personal Use**

- Class A – Principal or Employee
- Class B – Non-Employee without a Personal Auto Policy in place
- Class C – Non-Employee with a Personal Auto Policy in place

**Not Furnished an Auto for Personal Use**

- Class D – Any individual whose primary duty involves the operation of covered "autos"
- Class E – Mechanics or Lot Persons
- Class F – Clerical or Sales Counter Duties



POLICY NUMBER: 7002RS446780-4

COMMERCIAL INLAND MARINE



# Markel Insurance Company

## COMMERCIAL AUCTION HOUSE DECLARATIONS

<b>COMPANY:</b>  See above	<b>PRODUCER:</b>  See Inland Marine Declarations
----------------------------------	--

LIMITS OF INSURANCE	
<b>A. PROPERTY AT YOUR PREMISES</b>	
<b>1. Address</b>	
515 E. 9th Street	
Jacksonville, FL 32206	
<b>Described Property</b>	
Objects of art, rarity, or historic merit of every nature and description	\$ 100,000
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
<b>2. Address</b>	
_____	
_____	
<b>Described Property</b>	
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
<b>B. ALL COVERED PROPERTY IN ANY ONE OCCURRENCE</b>	\$ 100,000

C. UNNAMED LOCATION	\$ <u>25,000</u>
D. PROPERTY IN TRANSIT	\$ <u>25,000</u>

IF THIS BOX IS CHECKED , THE BREAKAGE EXCLUSION DOES NOT APPLY.

DEDUCTIBLE	\$ <u>1,000</u>
------------	-----------------

RATES AND PREMIUMS			
<b>Nonreporting</b>			
Rates	\$ <u>INCL.</u> per \$100	Premium	\$ <u>1,000</u>
<b>Reporting</b>			
Deposit Premium			\$ _____
Minimum Premium			\$ _____
Reporting Period			\$ _____
Premium Adjustment Period			\$ _____
Premium Base			\$ _____
Rates	\$ _____ per \$100	Total Premium	\$ _____

SPECIAL PROVISIONS (if any)



4507 N Front St • Suite 200 • Harrisburg, PA 17110-1787  
PO Box 3153 • Harrisburg, PA 17105-3153  
Phone: 800-233-2160 • Local: 717-657-9671

www.aegisinsurance.com

## Continuation Certificate

In accordance with the bond or policy conditions, you are hereby given written notice of the continuation of the following bond:

Bond Number B30007933

issued to Infinite Futures LLC

dba Great Expectations Auto Brokers

in favor of FL Department of Highway Safety and Motor Vehicles

described as Motor Vehicle Dealer Bond

Continuation shall be effective on 05/01/2020 and expire on 04/30/2021.

Subject to all terms and conditions of said bond; PROVIDED that the liability of AEGIS SECURITY INSURANCE COMPANY shall not exceed the aggregate amount of said bond, whether the loss shall have occurred during the term of said bond or during any continuation or continuations thereof, or partly during said term and partly during any continuation or continuations thereof.

In witness whereof, Aegis Security Insurance Company has caused its corporate seal to be hereunto affixed this 6th day of March, 2020.

By:

  
Bruce Bollinger, Attorney-in-Fact

**AEGIS SECURITY INSURANCE COMPANY  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS, THAT AEGIS SECURITY INSURANCE COMPANY does hereby make, constitute and appoint:

**Bruce Bollinger**

its true and lawful Attorney-in-Fact, to make, execute and deliver on its behalf surety bonds, undertaking and other instruments of similar nature as follows: **\$5 MILLION**

This Power of Attorney is granted and sealed under and by the authority of the following Resolution adopted by the Board of Directors of the Company on the 4<sup>th</sup> day of February, 1993.

"Resolved, That the President, any Vice President, the Secretary and any Assistant Secretary appointed for that purpose by the officer in charge of surety operations shall each have authority to appoint individuals as Attorney-in-Fact or under other appropriate titles with authority to execute on behalf of the Company, fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such an appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal or facsimile thereof may be imposed or fixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

"Resolved, That the signature of each of the following officers: President, Vice President, any Assistant Vice President, any Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any Certificate relating thereto, appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for the purpose only of executing and attesting bonds and undertaking and other writings upon the Company and any such power required and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, AEGIS SECURITY INSURANCE COMPANY has caused its official seal to be hereunto affixed, and these presents to be signed by its President this 5<sup>th</sup> day of July, 2017.

AEGIS SECURITY INSURANCE COMPANY

By:

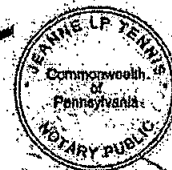


**W. J. WOLLYUNG, III**  
President

Commonwealth of Pennsylvania }  
County of Dauphin } s.s.: Harrisburg

On this 5<sup>th</sup> day of July, 2017, before me personally came William J. Wollyung, III to me known, who being by me duly sworn, did depose and say that he is President of AEGIS SECURITY INSURANCE COMPANY, the corporation described herein and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

**JEANNE LP TENNIS**  
Notary Public  
My Commission Expires June 16, 2021



I, the undersigned, Secretary of AEGIS SECURITY INSURANCE COMPANY, a Pennsylvania corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force.

Signed and sealed at the City of Harrisburg, in the Commonwealth of Pennsylvania, dated this 6<sup>th</sup> day of March 2020

**REBECCA J. LIDDICK**  
Secretary



**BID NO: 20-71; SURPLUS & AUCTION SERVICES**

**ATTACHMENT "G"**

**EXPERIENCE OF BIDDER**

Each Bidder must be fully licensed to perform work in the STATE OF FLORIDA.

Bidders must have been successfully engaged in providing similar services for a minimum of **two (2) consecutive years** and must have provided services for a minimum of **three (3) organizations** of which **two (2) must be government agencies**. The County reserves the right to consider alternate and/or additional projects as a basis for qualification to perform the work detailed herein.

Bidders must not have been under any contract that was terminated by the County "for cause" within the past calendar year.

Any material misrepresentation, as determined by the County, shall result in disqualification.

By: Jena Baker-Dennis  
Bidder  
[Signature]  
Authorized Signature

7/1/2020  
Date

NAME, ADDRESS, PHONE NUMBER, AND EMAIL ADDRESS OF CLIENT	DATE OF SERVICES (INCLUDING AUCTION TYPES/METHODS)	CONTACT PERSON AND TITLE
St. Johns County - Purchasing 500 San Sebastian View St. Augustine, FL 32084 (904) 209-0160 ~ abacon@sjcfi.us	Aug. 2015 - current Online + Live Auctions w/ Pickup Services.	April Bacon Purchasing Buyer
St. Johns County Sheriff 4015 Lewis Speedway St. Augustine, FL 32084 (904) 209-1964 ~ rferraro@sjso.org	Aug 2016 - current Online + Live Auction	Rick Ferraro Fleet Manager
Solomon Ventures 1650 Art Museum Drive #10 Jacksonville, FL 32207 (904) 463-7800	2012 - current Online + Live Auction	Raymond Solomon owner

**Additional Questions**

Do you have any similar work in progress at this time?  Yes  No

Length of time in business: 13 Years

**BID NO: 20-71; SURPLUS & AUCTION SERVICES**

**ATTACHMENT "H"**

**St. Johns County Board of County Commissioners  
Drug-Free Workplace Form**

The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that

Boundless Futures/Great Expectations does:  
Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's request for Sealed Bids a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

  
\_\_\_\_\_  
Signature

7/1/2020  
\_\_\_\_\_  
Date

**BID NO: 20-71; SURPLUS & AUCTION SERVICES**

**ATTACHMENT "I"**

**CLAIMS/LIENS/LITIGATION HISTORY**

1. Within the past 7 years, has your organization filed suit or a formal claim against an owner or entity, or been sued by or had a formal claim filed by an owner, subcontractor or supplier resulting from a contract dispute? Yes \_\_\_\_\_ No  If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration

Amount at issue: \_\_\_\_\_ Name (s) of the attorneys representing all parties:

Amount actually recovered, if any: \_\_\_\_\_

Name(s) of the project owner(s)/manager(s) to include address and phone number:

2. List all pending litigation and or arbitration. None
3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.
4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.

None

5. Have you ever abandoned a contract, been terminated for cause? Yes \_\_\_\_\_ No  if yes, please explain in detail:

6. For all claims filed against your company within the past five-(5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes \_\_\_\_\_ No \_\_\_\_\_ if no, please explain why? \_\_\_\_\_

N/A

7. List the status of all pending claims currently filed against your company:

None

**Financial Consequences**

1. Has an owner or entity ever withheld payment, assessed fees or penalties, or made a claim against any Performance and Payment Bonds? Yes \_\_\_\_\_ No  If yes, please explain in detail: \_\_\_\_\_

(Use additional or supplemental pages as needed)

**BID NO: 20-71; SURPLUS & AUCTION SERVICES**

**BID BOND**

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

KNOW ALL MEN BY THESE PRESENTS, that Jena Baker Dennis as Principal, and \_\_\_\_\_ as Surety, are held and firmly bound unto St. Johns County, Florida, in the penal sum of Five Thousand Dollars (\$ 5,000 -) lawful money of the United States, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATIONS IS SUCH that whereas the Principal has submitted the accompanying Bid, dated 7/1, 2020.

**For: Surplus & Auction Services**  
St. Johns County, Florida

NOW THEREFORE,

- (a) If the Principal shall not withdraw said Bid within ninety (90) days after Bid Award date, and shall within ten (10) days after prescribed forms are presented to him for signature, enter into a written Contract with the County in accordance with the Bid as accepted, and give Bond with good and sufficient Surety or Sureties, as may be required, for the faithful performance and proper fulfillment of such Contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.
- (b) In the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such Bond within the time specified, if the Principal shall pay the County the difference between the amount specified, in said Bid and the amount for which the County may procure the required Work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this day of 7/1/2020 A.D., 2020, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

**BID NO: 20-71; SURPLUS & AUCTION SERVICES**

WITNESSES:

(If Sole Ownership or Partnership two (2) Witnesses required).  
(If Corporation, Secretary only will attest and affix seal).

WITNESSES:

Katten Burt  
Marc Pucca

Jena Baker-Dennis  
PRINCIPAL:

Great Expectations Auction  
NAME OF FIRM:

[Signature]  
SIGNATURE OF AUTHORIZED  
OFFICER (AFFIX SEAL)

Managing member  
TITLE

105 S Ponce De Leon Blvd.  
BUSINESS ADDRESS

St. Augustine, FL 32084  
CITY STATE

WITNESS:

\_\_\_\_\_

\_\_\_\_\_  
SURETY:

\_\_\_\_\_  
CORPORATE SURETY

\_\_\_\_\_  
ATTORNEY-IN-FACT (AFFIX SEAL)

\_\_\_\_\_  
BUSINESS ADDRESS

\_\_\_\_\_  
CITY STATE

\_\_\_\_\_  
NAME OF LOCAL INSURANCE AGENCY

# **SPECIFICATIONS**

**BID NO: 20-71; SURPLUS & AUCTION SERVICES**

**SERVICES:**

St. Johns County ("County") is seeking Bids from qualified Contractors to provide any and all labor, materials and equipment to collect, store, maintain, advertise, and sell any and all items and materials declared surplus by the County, including but not limited to vehicles, rolling stock, heavy equipment, miscellaneous office furniture, electronics, equipment, parts, supplies and other items declared surplus. The successful Bidder shall conduct all auctions through an established regularly scheduled live and on-line public auction. The successful Bidder must accept all surplus items, picking and choosing of items will not be allowed, and will be responsible for auctioning all items. This is a revenue generating contract with proceeds for all actual auction sales of County property shall be paid to St. Johns County less approved commission rates.

**NOTIFICATION:**

The County shall notify the Contractor when there are items and/or materials ready for pickup from any County location. County Staff shall provide the following information, at a minimum, in the notification to the Contractor: description of items/materials, location, and point of contact for coordination of pickup. Notification may be provided via telephone, but will be followed by email notification. The Contractor shall be required to provide a response with an estimated pick up schedule to the County's point of contact within one (1) business day.

**PICKUP & DROP-OFF:**

Once declared surplus by the Board of County Commissioners (BOCC) any and all non-rolling stock surplus items (i.e. office furniture, equipment; tools, etc.) must be picked up by the Contractor within five (5) business days of notification unless otherwise approved by County staff. Services shall include loading, unloading, and transportation of surplus items to the Contractor's auction site and/or temporary storage. Should the County deem it necessary to deliver the surplus item, or that the surplus item is required to be professionally un-installed the County shall pay the cost of delivery and un-installation if required, and shall provide this information to the Contractor upon notification of surplus items.

**STORAGE:**

The Contractor shall pickup and store any and all non-rolling stock surplus items (i.e. office furniture, equipment, tools, etc.), until sold, at their location as provided below. Storage for any and all rolling stock surplus items (i.e. vehicles, heavy equipment, trailers, etc.) shall be, when feasible, at the County's rolling stock & equipment storage area as provided below.

Non-Rolling Stock (Contractor's Storage Facility): 515 E 9th St. Jacksonville, FL 32206

Rolling Stock & Equipment (County Storage Area): 2446 Dobbs Road, St. Augustine, FL 32086

The Contractor may, under extenuating circumstances and at the discretion of the County, sell certain rolling stock and/or equipment items in place.

The Contractor shall not move any items or materials being stored for sale at the locations stated above without prior written authorization from the County.

The Contractor shall only access rolling stock & equipment storage area during Normal County operating hours, unless previously approved otherwise by the SJC Purchasing Manager, or a designee. Any and all formal advertised auctions held at the rolling stock & equipment storage area must be coordinated with the SJC Purchasing Manager, or a designee, prior to being conducted.

Any and all keys provided to the Contractor for the rolling stock & equipment storage area must be returned to the County at the completion of the Contract. Any keys damaged or lost must be replaced at the Contractor's expense.

**DAMAGES:**

Any and all damages to County buildings, facilities, fixtures, or appurtenances, caused by the Contractor, shall be repaired or replaced at the Contractor's expense.

**MAINTENANCE:**

The Contractor will maintain all surplus stock in the condition that the item was received. The Contractor shall

prepare items for sale to include but not limited to cleaning, minor servicing and minor repairs.

**ADVERTISING & WEBSITE:**

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. Preview day may be conducted the day before the Auction day at the County's rolling stock & equipment storage area.

The Contractor shall provide a website which will list all of the surplus items being sold, as well as the date and time of the auction. The Contractor shall provide the County with a link to the website for use on their own website. The website shall provide residents with the capabilities to view upcoming sale items as well as a registration for email notifications of all upcoming auctions.

**SALE & DISPOSITION:**

The Contractor shall facilitate the sale of all non-rolling stock surplus items through a live auction unless an alternative method is approved by SJC Purchasing. Auctions shall be open to the public and not restricted to any particular group of people.

The Contractor shall sell all rolling stock and yard stock through live auction, with a minimum one (1) auction being held each year, unless otherwise approved, in writing, by County staff.

The Contractor shall provide all title work associated with the sale of the surplus items.

Auctions shall comply with all applicable local, state, and federal laws and regulations.

Any items not sold shall be disposed of by the Contractor, in an appropriate manner, in accordance with any and all federal, state, and local laws, codes, rules, and regulations regarding the disposal of such item. The Contractor shall provide the County with an itemized list stating method of disposal with specific details included for any item(s) deemed hazardous.

**WARRANTIES:**

No warranties will be made or implied associated with the sale of any surplus items under this Contract. All items are sold, **AS-IS, WHERE-IS**, without assistance from St. Johns County to load, move or otherwise furnish assistance in any way.

**REPORTS AND PAYMENT:**

The Contract shall issue payment in the form of a check to the County along with itemized reports of all items sold on or before the 1<sup>st</sup> of each month. All payments shall be issued to the County with fourteen (14) days of the auction date. The Contractor shall submit one report for vehicles and rolling stock and a separate report for all other items/lots sold. Each report shall include, at a minimum, description of items, if sold individually, or a list of described items included in each lot, dollar amount of sale, dollar amount of transaction fee, dollar amount of commission fee, and a total amount of all items sold for the month. The Contractor shall collect sales tax and make restitution to the State in accordance with all applicable requirements.

**COUNTY RESPONSIBILITIES:**

The County does not guarantee any amount of receipts for any auction under this proposal.

The County reserves the right to dispose of surplus property by means other than awarded vendor when deemed to be in the best interest of the County.

The County shall provide the Certificate(s) of ownership and all other documents necessary to affect transfer of title for motor vehicles, trailers and heavy equipment. At the opinion of the Auctioneer, vehicles may not be offered at auction unless the Certificate of Ownership and all other documents necessary to affect a transfer of title for motor vehicles, trailers and heavy equipment are submitted at least five (5) days prior to sale.



## St. Johns County Board of County Commissioners

Purchasing Division

June 30, 2020

### ADDENDUM #1

To: Prospective Respondents  
From: St. Johns County Purchasing Department  
Subject: Bid No. 20-71; Surplus & Auction Services

This Addendum #1 is issued to further respondents' information and is hereby incorporated into the Bid Documents. Each respondent will ascertain before submitting a bid that he/she has received all Addenda, and must return each signed Addendum with their submitted bid as provided in the Bid Document.

#### Clarifications/Revisions:

1. The awarded Firm must provide a Local Business Tax Receipt for St. Johns County, FL.

#### Questions/Answers:

1. Will you waive the requirement for a real estate brokers license? Or at least separate it into another bid as most Realtors and Auction company's specialize in selling different types of things for maximum value to the client?  
**Answer: Florida Real Estate Broker & Sales Associate license is not required and shall be removed.**
2. When was the last time real property was sold for the County?  
**Answer: 2019.**
3. It is stated in the original scope of work (page 3) that items may be disposed of through a regularly scheduled live and/or online auction but later in the specifications (page 31 & 32) it is stated that it must be a live and online auction. Which format is the Auctioneer responsible for?  
**Answer: Regularly scheduled live and/or online auctions.**
4. Is there a pre-bid conference and is it mandatory?  
**Answer: No.**
5. Why is a notary required? Is it because of title work (the state removed that requirement years ago)?  
**Answer: Florida Public Notary on staff is not required and shall be removed.**
6. Must vendors disclose a buyers free/admin fees/transaction fees in the bid outside of the commission charged to the County?  
**Answer: No.**
7. Will all fees be part of the evaluation in this proposal, or just the commission fee charges to the County?  
**Answer: The bid is based on the highest commission fee percentage of gross sales to the County.**
8. Is there a grading scale for vendors responses to this bid? Can you list it?  
**Answer: No.**
9. The last time I went to one of Saint Johns County Auctions it was a few years ago and the non-rolling stock was held at the same County storage space that the rolling stock was, will that still be the case or must ALL non-rolling stock be held at the Auctioneers facility?  
**Answer: All non-rolling stock must be taken to the Auctioneers facility. From time to time the County has allowed larger items such as generators to be stored on the storage yard, however that will be on a case by case basis.**

10. What is the annual total (dollars) of surplus sold by St Johns County on average?

Answer: An average of \$161,171.38 per year.

11. Would you require any auctions to be onsite? Opposed to having it at the auction company's yard.

Answer: See the response to Question 3.

12. MINIMUM QUALIFICATIONS - Prime Bidder must be fully licensed to do business in the State of Florida, and must have a Florida Auctioneers License, Florida Real Estate Broker and Sales Associates licenses, Florida Motor Vehicle Dealer's License, and have a Florida Public Notary on staff.

Answer: See the responses to Questions 1 & 5; all other licensing is required as well as a Local Business Tax Receipt.

13. The Contractor shall pickup and store any and all non-rolling stock surplus items (i.e. office furniture, equipment, tools, etc.), until sold, at their location as provided below. Storage for any and all rolling stock surplus items (i.e. vehicles, heavy equipment, trailers, etc.) shall be, when feasible, at the County's rolling stock & equipment storage area as provided below.

Answer: See the response to Question 9.

14. Would you have an idea on the asset type and dollar amount volume on average for the last three years?

Answer: See SERVICES on page 31 of the bid document for a list of potential asset types.  
2017 - \$175,000.00; 2018 - \$123,953.85; 2019 - 184,560.30

**THE SUBMITTAL DUE DATE REMAINS: JULY 8, 2020 BY OR BEFORE 2:00 P.M.**

Acknowledgment



Signature and Date

Jena Baker-Dennis

Printed Name/Title

managing member

Great Expectations Auction

Company Name (Print)

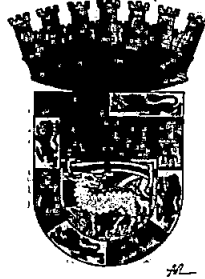
Sincerely,



April Bacon

Purchasing Buyer

**END OF ADDENDUM NO. 1**



**Board of County Commissioners  
St. Johns County, Florida**

**BID NO: 20-71**

**SURPLUS & AUCTION SERVICES**

**BID DOCUMENTS  
PROJECT SPECIFICATIONS**

**St. Johns County Purchasing Department  
500 San Sebastian View  
St. Augustine, FL 32084  
904.209.0150  
[www.sjcfl.us/Purchasing/index.aspx](http://www.sjcfl.us/Purchasing/index.aspx)**

**FINAL 6.3.2020**

**BID NO: 20-71; SURPLUS & AUCTION SERVICES**

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**FRONT END BID DOCUMENTS**

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Instruction to Bidders

Official County Bid Form

Attachments:

Attachment "A" – Affidavit

Attachment "B" – Certificate as to Corporate Principal

Attachment "C" – License / Certification List

Attachment "D" – List of Proposed Sub-Contractors/Suppliers

Attachment "E" – Conflict of Interest Disclosure Form

Attachment "F" – Proof of Insurance

Attachment "G" – Experience of Bidder Form

Attachment "H" – Drug Free Work Place Form

Attachment "I" – Claims/Liens/Litigation History

Bid Bond Form

Fully Acknowledged Addenda Applicable to this bid

**SPECIFICATIONS**

**BID NO: 20-71; SURPLUS & AUCTION SERVICES**

**NOTICE TO BIDDERS**

Notice is hereby given that sealed bids will be received until 2:00 P.M. on Wednesday, July 8, 2020 by the St. Johns County Purchasing Department, located at 500 San Sebastian View, St. Augustine, Florida 32084 for **Bid No: 20-71; Surplus & Auction Services**. Bids will be opened promptly after the 2:00 P.M. deadline. **Note:** Bids delivered to or received by the Purchasing Department after the 2:00 P.M. deadline shall not be given consideration and shall be returned to the sender unopened.

**Scope of Work:**

St. Johns County ("County") is seeking Bids from qualified Contractors to provide any and all labor, materials and equipment to collect, store, maintain, advertise, and sell any and all items and materials declared surplus by the County, including but not limited to; vehicles, rolling stock, heavy equipment, miscellaneous office furniture, electronics, equipment, parts, supplies, and other items declared surplus. The successful Bidder shall conduct all auctions through an established regularly scheduled live and/or on-line public auction. The successful Bidder must accept all surplus items, picking and choosing of items will not be allowed, and will be responsible for auctioning all items. This is a revenue generating contract with proceeds for all actual auction sales of County property being paid to St. Johns County less approved commission rates.

**Minimum Qualifications:**

Prime Bidder must be fully licensed to do business in the State of Florida, and must have a Florida Auctioneers License, Florida Real Estate Broker's & Sales Associate's licenses, Florida Motor Vehicle Dealer's License, and have a Florida Public Notary on staff. Prime Bidder must have been successfully engaged in providing similar services in the State of Florida for a minimum of two (2) consecutive years and must have provided services for a minimum of three (3) organizations of which two (2) must be government agencies.

**Bid Documents, Project Specifications and Drawings**

Bid Documents may be obtained from DemandStar, Inc., at their website [www.demandstar.com](http://www.demandstar.com) by requesting Document # 20-71 for technical assistance with this Website please contact DemandStar Supplier Services at 1-866-273-1863. A link to the DemandStar website is available through the St. Johns County Purchasing Website by clicking on the following link: [www.sjcfl.us/BCC/Purchasing/Open\\_Bids.aspx](http://www.sjcfl.us/BCC/Purchasing/Open_Bids.aspx). Bid Documents may also be requested, **in writing**, from April Bacon, Purchasing Buyer, St. Johns County Purchasing, via email to [abacon@sjcfl.us](mailto:abacon@sjcfl.us).

Any and all questions or requests for information related to this Bid must be submitted **in writing** by or before five o'clock (5:00 P.M.) on **Wednesday, June 24, 2020**, to the Designated Point of Contact provided below:

**Designated Point of Contact:** April Bacon, Purchasing Buyer  
SJC Purchasing Division  
500 San Sebastian View  
St. Augustine FL 32084  
Email: [abacon@sjcfl.us](mailto:abacon@sjcfl.us)  
Phone: (904) 209-0160

If the above representative is unavailable, or absent for three (3) or more consecutive business days, interested firms may direct questions or inquiries to Leigh A. Daniels, CPPB; Assistant Purchasing Manager, at [ldaniels@sjcfl.us](mailto:ldaniels@sjcfl.us).

**Interested firms shall not contact, lobby, or otherwise communicate with any St. Johns County staff member, including any member of the Board of County Commissioners, except the above referenced individual from the point of advertisement of the solicitation, until contract(s) are executed by all parties, per SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying".** According to SJC Policy, any such communication shall result in disqualification from consideration for award of a contract for these services.

St. Johns County reserves the right to accept or reject any or all bids/proposals, waive minor formalities, and to award the bid/proposal that best serves the interests of St. Johns County. St. Johns County reserves the right to award the base bid and any alternate bids in any combination that best suits the needs of the County.

Any bidder, proposer or person substantially and adversely affected by an intended decision or by an term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or requests for qualifications, shall file with the Purchasing Department for St. Johns County, a written notice of intent to protest no later than 72 hours (excluding Saturdays, Sundays and legal holidays for employees of St. Johns County) after the posting either

electronically or by other means of the notice of intended action, notice of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Department and are included in the County's Purchasing Manual. All of the terms and conditions of the County Purchasing Manual are incorporated by reference and are fully binding.

All of the terms and conditions of the County Purchasing Manual are incorporated by reference and are fully binding.

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA  
BRANDON PATTY, CLERK

BY: \_\_\_\_\_

Deputy Clerk

**FRONT END  
BID DOCUMENT**

## INSTRUCTION TO BIDDERS

**OWNER:** The Board of County Commissioners of St. Johns County, Florida ("County")

**PROJECT:** BID NO.: 20-71; Surplus & Auction Services

### DEFINITIONS

All definitions set forth in the General Conditions of the Contract or in other Contract Documents are applicable to the Bidding Documents.

Addenda are written or graphic instruments issued by the Purchasing Department prior to the time and date for receiving Bids that modify or interpret the Bidding Documents by addition, deletion, clarification, or corrections.

Base Bid is complete and properly signed proposal to do the work, or designated portion thereof, for the sums stipulated therein supported by data called for by the Bidding Documents.

Bid An offer, as a price, whether for payment or acceptance. A quotation, specifically given to a prospective purchaser upon its request, usually in competition with other vendors

Bid (Formal or Sealed) A request for firm prices by Advertised Legal Notice. Prices are submitted in sealed envelopes and in conformance with a prescribed format, all of which are opened in public on an appointed hour and date as advertised.

Bid Bond A good faith monetary commitment which a bidder or surety forfeits to the County of the bidder refuses, or is unable to enter into a contract after submitting a bid, or the bidder cannot furnish the required bonds, usually five percent (5%) of the bid proposal price.

Bidder is a firm or individual who submits a Bid to the County for the work described in the proposed Contract Documents.

Bidding Documents include the Advertisement/Notice to Bidders, Front End Bid Documents, Contract Agreement, Specifications and Plans including any Addenda issued prior to receipt of Bids.

Contract A delivered agreement between two or more parties, legally binding and enforceable, to perform a specific act or acts or exchange goods for consideration. A purchase order becomes a contract when accepted by a vendor. A unilateral contract is one in which only one party promises performance. A bilateral contract is one in which both parties promise performance.

Contractor An individual or firm having a contract to provide goods, service or construction for a specified price

County St. Johns County, a political subdivision of the State of Florida (F.S. 217.73)

Responsible Bidder A bidder capable of performing in all respects to fulfill the contract requirements. This includes having the ability to perform, the experience, reliability, capacity, credit, facilities and equipment to meet the contractual obligation.

Responsive Bid, Responsive Proposal, or Responsive Reply A bid, proposal, or reply submitted by a responsive and responsible vendor conforming in all material respects to the solicitation.

Specifications A clear, complete and accurate statement of the physical, functional or technical requirements descriptive of an item and if applicable, the procedure to be followed to determine if the requirements are met.

Subcontractor A party who contracts with a prime contractor to perform all or any part of the prime contractor's obligations.

Unit Price is an amount stated in the Bid as a price per unit of measurement for materials or services as described in the contract documents which shall include all labor, materials, equipment and any other item/s essential to accomplish the scope of work of the Unit Price.

### BIDDER'S REPRESENTATION

Each Bidder, by marking his Bid, represents that he has read and understands the Bidding and Contract Documents and his Bid is made in accordance herewith: he has visited the Site and has familiarized himself with the local conditions under which the Work is to be performed; and his Bid is based upon the materials, systems and equipment described in the Bidding Documents without exceptions.

## **BIDDING DOCUMENTS**

Bidding documents may be obtained from [www.demandstar.com](http://www.demandstar.com) or SJC Purchasing, in the number and for the purchase sum if any as stated in the Advertisement or Invitation - Notice to Bidders. Complete sets of Bidding Documents shall be used in preparing the Bid Proposal. St. Johns County shall not assume any responsibility for errors or misinterpretations resulting from the use of complete or incomplete sets of Bidding Documents. The County, in making copies of the Bidding Documents available on the above terms, do so only for the purpose of obtaining bids on the Work and do not confer a license or grant for any other use.

## **INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS**

Bidders shall promptly notify the County of any ambiguity, inconsistency, or error which they may discover upon examination of the Bidding Documents or of the site and local conditions. Bidders requiring clarification of interpretation of the Bidding Documents shall make a written request to the County at least **fourteen (14) days** prior to the date for receipt of Bids.

An interpretation, correction, or change of the bidding Documents will be made by Addendum. Interpretation, corrections, or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretation, corrections, and change. No change will be made to the Bidding Documents by the County or its Representative **seven (7) days** prior to Bid receiving date, however, the County reserves the authority to decrease this time depending on the necessity of such change.

## **SUBSTITUTIONS**

The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitution will be considered unless written request for approval has been submitted by the Bidder and has been received by the County at least **fourteen (14) days** prior to the date for receipt of Bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute; including drawings, cuts, performance and test data any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the proposer. The project manager's approval or disapproval of a proposed substitution shall be final.

If County Staff approves any proposed substitution, such approval will be set forth in an Addendum. Bidders shall **not** rely upon approval made in any other manner.

## **DESIGNATED POINT OF CONTACT**

The Designated Point of Contact for this Bid is April Bacon, Purchasing Buyer, St. Johns County Purchasing Division; [abacon@sjcfl.us](mailto:abacon@sjcfl.us).

In the event the Designated Point of Contact is absent or otherwise unavailable for three (3) or more consecutive business days, bidders may contact Leigh A. Daniel, CPPB; Assistant Purchasing Manager, at [ldaniels@sjcfl.us](mailto:ldaniels@sjcfl.us).

**Vendors shall not contact, lobby, or otherwise communicate with any SJC employee, including any member of the Board of County Commissioners, other than the above referenced individual from the point of advertisement of the Bid until contract(s) are executed by all parties, per SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". According to SJC policy, any such communication shall disqualify the vendor, contractor, or consultant from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications.**

## **QUESTIONS**

Any and all questions related to this project shall be directed, *in writing*, to April Bacon, Purchasing Buyer, SJC Purchasing Division, via email to [abacon@sjcfl.us](mailto:abacon@sjcfl.us). Questions are due no later than **five o'clock (5:00 P.M.) on Wednesday, June 24, 2020**, so that any necessary addenda may be issued in a timely manner. Any questions received after the deadline will not be answered unless previously approved by the SJC Purchasing Manager or other designated County Representative.

## **ADDENDA**

Addenda will be distributed to all who are known by the entity responsible for distribution of the complete set of Bidding Documents. Copies of Addenda will be made available for inspection wherever Bidding Documents are on

file for that purpose.

Each Bidder shall ascertain prior to submitting a bid, that all issued addenda have been received, and each Bidder **shall** acknowledge receipt, of all issued addenda in the space provided in the Official County Bid Form, and a fully acknowledged copy of each issued addendum must be included in the submitted bid proposal. Failure to provide fully acknowledged copies of each addendum may result in a bid proposal being deemed non-responsive.

**BID SUBMITTAL REQUIREMENTS**

Bids shall be submitted in **TRIPLICATE (one (1) original and two (2) copies)** on the required forms provided herein. All blanks on the Bid Form shall be filled in by typewriter or manually in blue or black ink. Bidders are not required to submit a copy of this Bid Document with their bid proposals. The bidders are required to submit, at a minimum, the Bid Proposal Attachments listed in this Document.

Bid proposals must be placed in an envelope, sealed and plainly marked on the outside addressed to St. Johns County Purchasing Department, with the bidder's return address in top left hand corner and recite: "BID NO: 20-71; Surplus & Auction Services".

***See Example Below:***

ABC Company, Inc. 123 Aviles Street St. Augustine, FL 32084	St. Johns County Purchasing Department 500 San Sebastian View St. Augustine, FL 32084 <b>BID NO.: XX-XX – SEALED BID FOR SAMPLE PROJECT</b>
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At the end of this document, a sealed Bid mailing label is provided for convenience. Bidders shall affix the provided label to the outside of the sealed envelope/container to submit their Bid.

Bidder shall assume full responsibility for timely delivery at location designated for receipts of Bids. Bids shall be deposited at the designated location prior to the time and date for receipt of Bids indicated in the Advertisement/Notice to Bidders, or any time extension thereof made by Addendum. Bids received after the time and date for receipt of Bids will be returned to the sender unopened.

Oral, telephonic, telegraphic or electronic Bids are invalid and will not receive consideration.

Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in the case of discrepancy between the two, the amount expressed in words shall govern. If there is an error(s) adding the unit prices, the correct amount, based on the unit prices shall be used.

Any interlineations, alteration or erasure must be initialed by the signer of the Bid; failure to do so may cause the Bidder's proposal to be considered non-responsive.

Bidder shall make no stipulation on the Bid Form nor qualify his Bid in any manner, to do so will classify the Bid as being non-responsive, and may result in the Bidder being removed from consideration for award.

Each submitted copy of the Bid Proposal shall include the full legal company name, address, telephone number and legal name of an authorized representative for the Bidder and a statement as to whether the Bidder is a sole proprietor, partnership, corporation, or any other legal entity. Each copy of the submitted Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporation seal affixed.

A Bid submitted by an agent shall have a current Power of Attorney attached certifying agent's authority to bind the Bidder.

**BID SECURITY**

Each submitted Bid shall be accompanied by a Bid Security, submitted on the Bid Bond Form provided herein, or in the form of a certified or cashier's check, in the amount of five thousand dollars (\$5,000.00) submitted on the Official County Bid Form, pledging that the Bidder will enter into a contract with the Owner on the terms stated in the Bid and will, if required, furnish bonds as described hereunder covering the faithful performance of the Contract and the payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish

such bonds to the Owner, if required, the amount of the Bid Security shall be forfeited, not as penalty, but as liquidated damages.

A Bid Security in the form of a certified or cashier's check must be made payable to the Board of County Commissioners of St. Johns County. Bidders submitting a certified or cashier's check as the bid security are not required to submit **Attachment "B"** – Certificate as to Corporate Principal, or the Bid Bond forms provided herein.

A Bid Security in the form of a Bid Bond shall be written on the form provided herein, with an acceptable surety, and the Attorney-in-Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of his Power of Attorney. Acceptable surety companies are defined herein under "Surety Bond". The Surety Company shall be licensed to do business in the State of Florida and shall be listed by the U.S. Treasury Department. Any Bidder submitting a Bid Security in the form of a Bid Bond must also submit **Attachment "B"** – Certificate as to Corporate Principal.

The Owner shall have the right to retain the Bid Security of Bidders until either: (a) the Contract is executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.

### **BID BOND INSTRUCTIONS**

If a Bidder chooses to submit a Bid Bond on the form provided herein, he must submit the bond as follows:

1. Prepare and submit one (1) original and two (2) copies of the required Bid Bond Forms as shown above
2. Type or print Bidder's and Surety's names in the same language as in the Advertisement, or Invitation to Bid.
3. Affix the Corporate Seal, and type or print the name of the Surety on the line provided and affix its corporate seal.
4. Attach a copy of Surety agent's Power of Attorney, unless the Power of Attorney has been recorded in St. Johns County. If it has been recorded, give the record book and page. If not recorded, the copy of the Power of Attorney must have an original signature of the Secretary or Assistant Secretary of Surety certifying the copy. The Surety's corporate seal must be affixed.
5. Failure to submit a bid bond shall result in a Bidder being deemed non-responsive and removed from consideration of award.

### **EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with Federal, State and Local law, the submitting firm shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The submitting firm shall be required to comply with all aspects of the Americans with Disabilities Act (ADA) during the performance of the work.

### **E-VERIFY**

The Contractor(s) shall utilize the U.S. Department of Homeland Security's E-verify system to verify employment eligibility of any and all personnel performing any portion of the services required under this Agreement. Additionally, the Contractor(s) shall expressly require any and all sub-contractor(s) to utilize the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility of any and all personnel performing any portion of the services required under this Agreement.

### **PUBLIC RECORDS**

- a. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.
- b. In accordance with Florida law, to the extent that Contractor's performance under this Contract constitutes an act on behalf of the County, Contractor shall comply with all requirements of Florida's public records law. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order

to perform the Services;

- (2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and
- (4) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services.

If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall 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 this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

Failure by the Contractor to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**500 San Sebastian View  
St. Augustine, FL 32084  
(904) 209-0805  
[publicrecords@sjcfl.us](mailto:publicrecords@sjcfl.us)**

#### **BID POSTPONEMENT/CANCELLATION**

The County may, at its sole and absolute discretion, reject any bids that are not submitted in accordance with the terms in this Bid Solicitation. The County may re-advertise this Bid; postpone or cancel, at any time, this Bid process; or waive any irregularities in this Bid or in the proposals received as a result of this Bid.

#### **MODIFICATION OR WITHDRAWAL OF BID**

A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and Bidder so agrees in submitting his Bid.

Prior to time and date designated for receipt of Bids, a Bid submitted early may be modified or withdrawn only by notice to the party receiving Bids at the place and prior to the time designated for receipt of Bids.

Such notice shall be in writing over the signature of the Bidder. If by telephone, written confirmation over the signature of Bidder must be mailed and postmarked on or before the date and time set for receipt of Bids; it shall be so worded as not to reveal the amount of the original Bid.

Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

Bid Security shall be in the amount of five thousand dollars (\$5,000.00) as modified or submitted.

#### **COSTS INCURRED BY BIDDERS**

All expenses involved with the preparation and submission of bids to the County, or any work performed in connection therewith, shall be borne by the Bidder(s). No rights of ownership will be conferred until title of the property is transferred to the successful bidder. All fees for copying and reproduction services for items listed herein are nonrefundable.

#### **CONSIDERATION OF BIDS**

**Opening of Bids:** Unless stated otherwise in an Addenda to the Advertisement/Notice to Bidders, the properly

identified Bids received on time will be opened publicly as specified in the Advertisement and a tabulation of the bid amounts of the Base Bids and major Alternates, if any, will be made available to Bidders. The Bid Tabulation will be posted on the Purchasing Department bulletin board for seventy two (72) hours.

Any bidder, proposer or person substantially and adversely affected by an intended decision or by an term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or requests for qualifications, shall file with the Purchasing Department for St. Johns County, a written notice of intent to protest no later than seventy two (72) hours (excluding Saturdays, Sundays and legal holidays for employees of St. Johns County) after the posting either electronically or by other means of the notice of intended action, not of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Department and are included in the County's Purchasing Manual. All of the terms and conditions of the County Purchasing Manual are incorporated by reference and are fully binding.

*Vendors shall not contact, lobby, or otherwise communicate with any SJC employee, including any member of the Board of County Commissioners, other than the above referenced individual from the point of advertisement of the Bid until contract(s) are executed by all parties, per SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". According to SJC policy, any such communication shall disqualify the vendor, contractor, or consultant from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications.*

**Rejection of Bids:** The County reserves the right to reject any or all Bids and in particular to reject a Bid not accompanied by any required Bid Security or data required by the Bidding Documents or a Bid in any way incomplete or irregular.

**Acceptance of Bid (Award):** The County shall have the right to reject any or all Bids or waive any minor formality or irregularity in any Bid received. If the Contract is awarded, it will be awarded within a minimum of ninety (90) days from the date of the Bid opening, or as designated in the Bid Documents.

It is the intent of the County to award a contract to the lowest responsive, responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents, if judged to be reasonable, and does not exceed the funds budgeted for the Project. **The basis of award for this bid shall be the highest responsive responsible Commission Fee Percentage Amount.**

### **MINIMUM QUALIFICATIONS**

Prime Bidder must be fully licensed to do business in the State of Florida, and must have a Florida Auctioneers License, Florida Real Estate Broker and Sales Associates licenses, Florida Motor Vehicle Dealer's License, and have a Florida Public Notary on staff. Prime Bidder must have been successfully engaged in providing similar services in the State of Florida for a minimum of two (2) consecutive years and must have provided services for a minimum of three (3) organizations of which two (2) must be government agencies.

Proof of qualifications shall be provided by completing and submitting **Attachment "G"**- Experience of Bidder Form and **Attachment "C"** – License/Certification List along with a copy of each license and certificate listed. All licenses, certifications and pre-qualifications must be valid and current on the date bids are submitted.

Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a Bid. They shall not: be awarded a contract to provide any goods or services of a public building or public work, submit bids on leases of real property to a public entity, be awarded or perform any work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, nor transact business with any public entity in excess of \$25,000.00; for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

### **SUB-CONTRACTORS**

Each Bidder shall submit to the County, a list of Subcontractors and major materials suppliers to be used if awarded the contract. A copy of the form, **Attachment "D"**, is provided in the Bidding Documents. If no Subcontractors or major material suppliers are required, so state there on.

Upon request by the County, the successful Bidder shall within seven (7) days thereafter, submit all data required to establish to the satisfaction of the County, the reliability and responsibility of the proposed Subcontractors to furnish and perform the work described in the Sections of the Specifications pertaining to such proposed Subcontractor's respective trades.

Prior to the award of the Contract, the County will notify the Bidder in writing if either the County, after due investigation, has reasonable and substantial objection to any person or organization proposed as a Subcontractor. The Bidder then may, at his option, withdraw his Bid without forfeiture of Bid Security or submit an acceptable substitute at no increase in Bid price. If the Bidder fails to submit an acceptable substitute within seven (7) days of the original notification, the County then may, at his option, disqualify the Bidder, at no cost to the County.

The County reserves the right to disqualify any Contractor, Subcontractor, Vendor, or material supplier due to previously documented project problems, either with performance or quality.

Subcontractors and other persons and organizations proposed by the Bidder and accepted by the County, must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the County.

### **OSHA REQUIREMENTS**

The Contractor warrants that the product, products, or services supplied to St. Johns County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA) of 1970 as amended and the failure to comply will be considered a breach of contract. St. Johns County shall be held harmless against any unsafe conditions and contractor employee incidents.

### **COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT**

Contractor certifies that all material, equipment, services, etc., furnished in this bid meets all OSHA requirements for the applicable Sectors. Bidder further certifies that, if he is the successful bidder, and the material, equipment, service, etc., delivered or provided is subsequently found to be deficient in any OSHA requirement in effect on date of delivery or service fulfillment date, all costs necessary to bring the material, equipment, service, etc., into compliance with the aforementioned requirements shall be borne by the bidder. All Personal Protective Equipment used by the contractor and their employees shall be ANSI certified and meet OSHA standards.

### **TRAINING AND EDUCATION**

Contractors will ensure that Contractor employees are trained appropriately for their work tasking. The minimum requirements are found in Federal and State Regulations. Examples of this training are (but not limited to):

- Lockout Tagout
- Fall Protection
- Electrical Safety and the National Electrical Code (NEC)
- Confined Space Entry
- Hot Work
- Specific Chemical Hazards
- Excavations and Trenching
- Heavy Equipment Operation

Special emphasis should be given towards training and compliance with the Construction industry's "Focus Four" established by OSHA as an outreach program to the construction industry and its workers. Training, education, and awareness should be provided in the areas of:

1) Fall Hazards 2) Caught-In and Between Hazards 3) Struck-By Hazards and 4) Electrocutation Hazards.

### **TOXIC SUBSTANCES/FEDERAL HAZARD COMMUNICATION "RIGHT TO KNOW AND UNDERSTAND" REGULATIONS**

The Federal "Right to Know and Understand" Regulation (also known as the Hazard Communication / Globally Harmonized System of Classification and Labeling of Chemicals (GHS) implemented by OSHA requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe chemical storage, labeling, handling practices and emergency procedures.

Accordingly, the Contractor(s) performing under this contract shall be required to provide two (2) complete sets of Safety Data Sheets (SDS) to each of the departments utilizing the awarded products. This information should be provided at the time when the initial delivery is made, on a department-by-department basis. If performing work on site, it is preferred that each contractor bring their hazardous communication program and SDS in a binder labeled with the contractor's name and identified as a Hazardous Communication/GHS Program. Upon leaving the jobsite and the removal of all hazardous materials, contractors shall take their information with them.

The transport, use, and disposal of toxic substances must be conducted in accordance with DEP/EPA regulations.

Upon request, contractors working at St. Johns County facilities or jobsites will be given access to the written Hazardous Communication Program and informed where to locate SDS.

### **HAZARD COMMUNICATION**

Contractors working on the jobsite are required to bring copies of all Safety Data Sheets (SDS) for hazardous materials they are bringing on the jobsite so that the information is accessible to all St. Johns County employees. It is preferred that each contractor bring their hazardous communication program and SDS in a binder labeled with the contractor's name and identified as a Hazardous Communication/GHS Program. Upon leaving the jobsite and the removal of all hazardous materials, contractors shall take their information with them.

### **TEMPORARY TRAFFIC CONTROL (TTC)/MAINTENANCE OF TRAFFIC (MOT)**

The Contractor must comply with the Florida Department of Transportation's (DOT) Temporary Traffic Control (TTC) and the Manual on Uniform Traffic Control Devices (MUTCD) in the planning, development, design, implementation, operation, enforcement and inspection of work zone related transportation management and temporary traffic control on streets and highways within the State Highway System right-of-way. Training in the Advanced, Intermediate, and Flagger categories must be completed by the Contractor for their employees when performing right-of-way work while under contract with St. Johns County. Contractor employees must wear a Class II (daytime), Class III (night/limited visibility) high-visibility safety vest or equivalent high-visibility apparel while performing any work that places them in the right-of-way.

### **FORM OF AGREEMENT BETWEEN COUNTY AND CONTRACTOR**

Form to be used: Unless otherwise provided in the Bidding Documents, the Agreement for Work will be written on the St. Johns County Standard Agreement between Owner and Contractor where the basis of payment is a Stipulated Sum. In the event of a conflict in specifications or contract requirements the more stringent shall apply.

### **EXECUTION OF CONTRACT DOCUMENTS**

The awarded Contractor shall return signed copies of the Contract Agreement to the SJC Purchasing Department within ten (10) consecutive calendar days of receipt of Notice of Award. St. Johns County shall return a fully executed original copy of the Contract Agreement to the Contractor no later than seven (7) consecutive calendar days after the return of the signed copies from the Contractor.

### **CONTRACT AGREEMENT & TERM**

The intent of this Bid is to select the firm who will provide the County with the highest responsive responsible Commission Fee Percentage and to award a contract to that firm. It is anticipated the County will issue a contract for one (1) calendar year, which may be renewed for up to four (4) one (1) year renewal periods providing that satisfactory performance has been maintained by the Contractor, there is availability of appropriated funds, and that the County has a continued need for the services.

It is expressly understood that no contractual relationship exists with the County until a contract has been executed by both the County and the selected Bidder. The County reserves the right to delete, add to, or modify one or more components in order to accommodate changed or evolving circumstances that the County may have encountered since the issuance of this Invitation to Bid.

### **INDEMNITY**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the County, its officials, and employees, from and against liability, claims, damages, losses and expenses including attorney's fees arising out of or resulting from performance of the work, provided that such liability, claims, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part, by negligent acts or omissions of the Contractor, a Subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

In claims against any person or entity indemnified under this paragraph by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this shall not be limited by a limitation on amount or type of damages, compensation

or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefits acts or other employee benefits acts.

### **TERMINATION**

The County reserves the right to terminate the awarded contract for convenience or for cause in accordance with the terms and conditions of agreement.

### **TAXES**

Project is subject to Federal Excise and Florida Sales Taxes, which must be included in Bidder's proposal.

### **INSURANCE**

The Contractor shall not commence work under the awarded Contract Agreement until he/she has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under the awarded Contract Agreement.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida  
500 San Sebastian View  
St. Augustine, FL 32084

The Contractor shall maintain during the life of the awarded Contract Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under the awarded Contract Agreement; whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor.

The Contractor shall maintain during the life of the awarded Contract Agreement, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

The Contractor shall maintain during the life of the awarded Contract Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$1,000,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by a Contractor.

The Contractor shall maintain during the life of the awarded Contract Agreement, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its per Florida Statute 440.02.

In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.

### **GOVERNING LAWS & REGULATIONS**

The Contractor shall be responsible for being familiar and complying with any and all federal, state, and local laws, ordinances, rules and regulations that, in any manner, affect the work required under this contract. The agreement shall be governed by the laws of the State of Florida and St. Johns County both as to interpretation and performance.

For the projects awarded under this contract relating to an Emergency declaration, the Contractor will comply with the strictest provisions of Federal 2 CFR 200, State, and Local procurement Rules, Regulations and/or Ordinances, etc.

**END OF SECTION**

**OFFICIAL COUNTY BID FORM  
WITH ATTACHMENTS**

**BID NO: 20-71; SURPLUS & AUCTION SERVICES**

**OFFICIAL COUNTY BID FORM  
ST. JOHNS COUNTY, FLORIDA**

**PROJECT:** SURPLUS & AUCTION SERVICES

**TO:** THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

**DATE SUBMITTED:** \_\_\_\_\_

**BID PROPOSAL OF**

\_\_\_\_\_  
Full Legal Company Name

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

Bidders: Having become familiar with requirements of the work, and having carefully examined the Bidding Documents and Specifications entitled: Bid No: 20-71; Surplus & Auction Services in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents for the following bids quoted in this Bid Proposal summarized as follows:

Note: Any and all fees, charges, and costs associated with performing the required services must be included in the commission fee percentage submitted below. The submitted commission fee percentage shall be final cost to the County. No separate fuel or transportation surcharges, or any other fees or costs shall be paid in addition to the prices submitted below.

**FOR: Surplus & Auction Services**

**COMMISSION FEE PERCENTAGE:** \_\_\_\_\_ **% of the gross sales**

The proposed Commission Fee Percentage submitted above shall include any and all fees, surcharges, and any other additional monies associated with performing the work required by this Contract. The Commission Fee Percentage above shall be the final price charged to the County for work performed.

It is the intent of the County to award a contract to the highest responsive, responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents, if judged to be reasonable, and does not exceed the funds budgeted for the Project. **The basis of award for this bid shall be the highest responsive responsible Commission Fee Percentage Amount.**

During the preparation of the Bid, the following addenda, if any, were received:

No.: \_\_\_\_\_ Date Received:

No.: \_\_\_\_\_ Date Received:

No.: \_\_\_\_\_ Date Received:

We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned are interested, in this proposal, as principals, and that this proposal is made without collusion with any person, firm or corporation, and we have carefully and to our satisfaction examined the Bid Documents and Project Specifications.

We have made a full examination of the location of the proposed work and the sources of supply of materials, and we hereby agree to furnish all necessary labor, equipment and materials, fully understanding that any quantities shown therewith are approximate only, and that we will fully complete all requirements therein as prepared by the County, within the same time limit specified in the Bid Documents as indicated above.

**BID NO: 20-71; SURPLUS & AUCTION SERVICES**

If the Undersigned is notified of the acceptance of this Bid Proposal by the Board within ninety (90) calendar days for the time set for the opening of Bids, the Undersigned further agrees, to execute a contract for the above work within ten (10) days after notice that his Bid has been accepted for the above stated compensation in the form of a Contract presented by the County.

The Undersigned further agrees that security in the form of a Bid Bond, certified or cashier's check in the amount of five thousand dollars (\$5,000.00), payable to the Owner, accompanies this Bid; that the amount is not to be construed as a penalty, but as liquidated damages which said Owner will sustain by failure of the Undersigned to execute and deliver the Contract and Bond within ten (10) days of the written notification of the Award of the Contract to him; thereupon, the security shall become the property of the Owner, but if this Bid is not accepted within ninety (90) days of the time set for the submission of Bids, or if the Undersigned delivers the executed Contract upon receipt, the Security shall be returned to the Bidder within seven (7) working days.

**CORPORATE/COMPANY**

Full Legal Company Name: \_\_\_\_\_ (Seal)

By: \_\_\_\_\_  
Signature of Authorized Representative (Name & Title typed or printed)

By: \_\_\_\_\_  
Signature of Authorized Representative (Name & Title typed or printed)

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

Telephone No.: (\_\_\_\_) \_\_\_\_\_ Fax No.: (\_\_\_\_) \_\_\_\_\_  
Email Address for Authorized Company Representative: \_\_\_\_\_  
Federal I.D. Tax Number: \_\_\_\_\_ DUNS #: \_\_\_\_\_  
(if applicable)

**INDIVIDUAL**

Name: \_\_\_\_\_  
(Signature) (Name typed or printed) (Title)

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

Telephone No.: (\_\_\_\_) \_\_\_\_\_ Fax No.: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Federal I.D. Tax Number: \_\_\_\_\_

**BID NO: 20-71; SURPLUS & AUCTION SERVICES**

Each Bidder must submit all required forms and attachments. Failure to submit any required document may be grounds for disqualification due to non-responsiveness.

Submittal Requirements:

- Official County Bid Form
- Attachment "A" – Affidavit
- Attachment "B" – Certificate as to Corporate Principal
- Attachment "C" – License / Certification List
- Attachment "D" – List of Proposed Sub-Contractors/Suppliers
- Attachment "E" – Conflict of Interest Disclosure Form
- Attachment "F" – Proof of Insurance
- Attachment "G" – Experience of Bidder Form
- Attachment "H" – Drug Free Work Place Form
- Attachment "I" – Claims/Liens/Litigation History
- Bid Bond Form
- Fully Acknowledged Addenda Applicable to this bid

Official County Bid Form, Attachments "A", "B", "C", "D", "E", "F", "G", "H", "I", and Bid Bond must be completed; along with a fully acknowledged copy of each Addendum applicable to this Bid and submitted with each copy of the Bid Proposal. One (1) original and two (2) copies of all required forms must be submitted.

**BID NO: 20-71; SURPLUS & AUCTION SERVICES**

**ATTACHMENT "A"**

**AFFIDAVIT**

TO: ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS,  
ST. AUGUSTINE, FLORIDA.

At the time the proposal is submitted, the Bidder shall attach to his Bid a sworn statement.

This sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association, or corporation submitting the proposal, and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF FLORIDA, COUNTY OF ST. JOHNS

Before me, the Undersigned authority, personally appeared \_\_\_\_\_ who being duly sworn, deposes and says he is \_\_\_\_\_ (Title) of the firm of \_\_\_\_\_ Bidder submitting the attached proposal for the services covered by the bid documents for **Bid No. 20-71; Surplus & Auction Services**, in St. Johns County, Florida.

The affiant further states that no more than one proposal for the above-referenced project will be submitted from the individual, his firm or corporation under the same or different name, and that such Bidder has no financial interest in the firm of another bidder for the same work. That neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this firm's Bid on the above-described project. Furthermore, neither the firm nor any of its officers are barred from participating in public contract lettings in the State of Florida or any other state.

\_\_\_\_\_  
(Bidder)

By: \_\_\_\_\_  
\_\_\_\_\_  
(Title)

Sworn and subscribed to me this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_.

Notary Public:  
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Printed

My commission Expires: \_\_\_\_\_

BIDDER ON ALL COUNTY PROJECTS MUST EXECUTE AND ATTACH THIS AFFIDAVIT TO EACH BID.

**BID NO: 20-71; SURPLUS & AUCTION SERVICES**

**ATTACHMENT "B"**

**CERTIFICATES AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, certify that I am the Secretary of the Corporation named as Principal in the attached bond; that \_\_\_\_\_ who signed the said bond on behalf of the Principal, was then of said Corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Corporate Seal

(STATE OF FLORIDA  
COUNTY OF ST. JOHNS)

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared to me well known, who being by me first duly sworn upon oath, says that he is the Attorney-In-Fact, for the and that he has been authorized by \_\_\_\_\_ to execute the foregoing bond on behalf of the surety named therein in favor of St. Johns County, Florida.

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, A.D.

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

Notary Public:

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed

My commission Expires: \_\_\_\_\_

(Attach Power of Attorney to original Bid Bond and Financial Statement of Surety Company)

**BID NO: 20-71; SURPLUS & AUCTION SERVICES**

**ATTACHMENT "C"**

**LICENSE / CERTIFICATION LIST**

In the space below, the Bidder shall list all **current** licenses and certifications held.

*The bidder shall attach a copy of each current license or certification listed below to this form.*

License Name	License #	Issuing Agency	Expiration Date

**BID NO: 20-71; SURPLUS & AUCTION SERVICES**

**ATTACHMENT "D"**

**LIST OF PROPOSED SUBCONTRACTORS/SUPPLIERS**

All subcontractors are subject to approval of County. Each Respondent shall submit any sub-contractors proposed to perform any portion of the required services as provided herein. Each Respondent shall submit any proposed sub-contractors qualifications, licensing, and certifications (including MBE/WBE/DBE). The following are subcontractors proposed to be used in connection with this work:

<b>Company Name</b>	<b>Division/Discipline</b>	<b>Primary Contact Name</b>	<b>Contact Number and Email Address</b>

**BID NO: 20-71; SURPLUS & AUCTION SERVICES**

**ATTACHMENT "E"**

**ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS  
CONFLICT OF INTEREST DISCLOSURE FORM**

Project (BID # 20-71) Number/Description: **Surplus & Auction Services**

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a consultant's/contractor's professional judgment in completing work for the benefit of St. Johns County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Consultants/Contractors, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the consultant's/contractor's professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, and methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

---

Please check the appropriate statement:

I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.

The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent: \_\_\_\_\_

Authorized Representative(s) : \_\_\_\_\_  
Signature Print Name/Title

\_\_\_\_\_  
Signature Print Name/Title

**BID NO: 20-71; SURPLUS & AUCTION SERVICES**

**ATTACHMENT "F"**

**CERTIFICATE OF INSURANCE**

Bidders shall provide certificates of insurance as part of their submittal package. Certificates of insurance shall meet or exceed the requirements as described under **INSURANCE** on page 14 of this bid document. Failure to provide proof of insurance may result in a bidder being deemed non-responsive and therefore removed from consideration.

INSERT CERTIFICATE OF INSURANCE HERE

**BID NO: 20-71; SURPLUS & AUCTION SERVICES**

**ATTACHMENT "G"**

**EXPERIENCE OF BIDDER**

Each Bidder must be fully licensed to perform work in the STATE OF FLORIDA.

Bidders must have been successfully engaged in providing similar services for a minimum of **two (2) consecutive years** and must have provided services for a minimum of **three (3) organizations** of which **two (2) must be government agencies**. The County reserves the right to consider alternate and/or additional projects as a basis for qualification to perform the work detailed herein.

Bidders must not have been under any contract that was terminated by the County "for cause" within the past calendar year.

Any material misrepresentation, as determined by the County, shall result in disqualification.

By: \_\_\_\_\_  
Bidder  
\_\_\_\_\_ Date  
Authorized Signature

<b>NAME, ADDRESS, PHONE NUMBER, AND EMAIL ADDRESS OF CLIENT</b>	<b>DATE OF SERVICES (INCLUDING AUCTION TYPES/METHODS)</b>	<b>CONTACT PERSON AND TITLE</b>

**Additional Questions**

Do you have any similar work in progress at this time? \_\_\_\_\_ Yes \_\_\_\_\_ No

Length of time in business: \_\_\_\_\_ Years

**BID NO: 20-71; SURPLUS & AUCTION SERVICES**

**ATTACHMENT "H"**

**St. Johns County Board of County Commissioners  
Drug-Free Workplace Form**

The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that

\_\_\_\_\_ does:

Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's request for Sealed Bids a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**BID NO: 20-71; SURPLUS & AUCTION SERVICES**

**ATTACHMENT "I"**

**CLAIMS/LIENS/LITIGATION HISTORY**

1. Within the past 7 years, has your organization filed suit or a formal claim against an owner or entity, or been sued by or had a formal claim filed by an owner, subcontractor or supplier resulting from a contract dispute? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration

Amount at issue: \_\_\_\_\_ Name (s) of the attorneys representing all parties:

\_\_\_\_\_

Amount actually recovered, if any: \_\_\_\_\_

Name(s) of the project owner(s)/manager(s) to include address and phone number:

2. List all pending litigation and or arbitration.
3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.
4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5. Have you ever abandoned a contract, been terminated for cause?

Yes \_\_\_\_\_ No \_\_\_\_\_ if yes, please explain in detail:

\_\_\_\_\_

\_\_\_\_\_

6. For all claims filed against your company within the past five-(5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes \_\_\_\_\_ No \_\_\_\_\_ if no, please explain why? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

7. List the status of all pending claims currently filed against your company:

\_\_\_\_\_

\_\_\_\_\_

**Financial Consequences**

1. Has an owner or entity ever withheld payment, assessed fees or penalties, or made a claim against any Performance and Payment Bonds? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please explain in detail: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Use additional or supplemental pages as needed)

**BID NO: 20-71; SURPLUS & AUCTION SERVICES**

**BID BOND**

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety, are held and firmly bound unto St. Johns County, Florida, in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) lawful money of the United States, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATIONS IS SUCH that whereas the Principal has submitted the accompanying Bid, dated \_\_\_\_\_, 20\_\_.

**For: Surplus & Auction Services**  
St. Johns County, Florida

NOW THEREFORE,

- (a) If the Principal shall not withdraw said Bid within ninety (90) days after Bid Award date, and shall within ten (10) days after prescribed forms are presented to him for signature, enter into a written Contract with the County in accordance with the Bid as accepted, and give Bond with good and sufficient Surety or Sureties, as may be required, for the faithful performance and proper fulfillment of such Contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.
- (b) In the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such Bond within the time specified, if the Principal shall pay the County the difference between the amount specified, in said Bid and the amount for which the County may procure the required Work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this day of \_\_\_\_\_ A.D., 20\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

**BID NO: 20-71; SURPLUS & AUCTION SERVICES**

WITNESSES:

(If Sole Ownership or Partnership two (2) Witnesses required).  
(If Corporation, Secretary only will attest and affix seal).

WITNESSES:

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

PRINCIPAL:

NAME OF FIRM:

SIGNATURE OF AUTHORIZED  
OFFICER (AFFIX SEAL)

TITLE

BUSINESS ADDRESS

CITY STATE

WITNESS:

\_\_\_\_\_

SURETY:

CORPORATE SURETY

ATTORNEY-IN-FACT (AFFIX SEAL)

BUSINESS ADDRESS

CITY STATE

NAME OF LOCAL INSURANCE AGENCY

# **SPECIFICATIONS**

**BID NO: 20-71; SURPLUS & AUCTION SERVICES**

**SERVICES:**

St. Johns County ("County") is seeking Bids from qualified Contractors to provide any and all labor, materials and equipment to collect, store, maintain, advertise, and sell any and all items and materials declared surplus by the County, including but not limited to vehicles, rolling stock, heavy equipment, miscellaneous office furniture, electronics, equipment, parts, supplies and other items declared surplus. The successful Bidder shall conduct all auctions through an established regularly scheduled live and on-line public auction. The successful Bidder must accept all surplus items, picking and choosing of items will not be allowed, and will be responsible for auctioning all items. This is a revenue generating contract with proceeds for all actual auction sales of County property shall be paid to St. Johns County less approved commission rates.

**NOTIFICATION:**

The County shall notify the Contractor when there are items and/or materials ready for pickup from any County location. County Staff shall provide the following information, at a minimum, in the notification to the Contractor: description of items/materials, location, and point of contact for coordination of pickup. Notification may be provided via telephone, but will be followed by email notification. The Contractor shall be required to provide a response with an estimated pick up schedule to the County's point of contact within one (1) business day.

**PICKUP & DROP-OFF:**

Once declared surplus by the Board of County Commissioners (BOCC) any and all non-rolling stock surplus items (i.e. office furniture, equipment, tools, etc.) must be picked up by the Contractor within five (5) business days of notification unless otherwise approved by County staff. Services shall include loading, unloading, and transportation of surplus items to the Contractor's auction site and/or temporary storage. Should the County deem it necessary to deliver the surplus item, or that the surplus item is required to be professionally un-installed the County shall pay the cost of delivery and un-installation if required, and shall provide this information to the Contractor upon notification of surplus items.

**STORAGE:**

The Contractor shall pickup and store any and all non-rolling stock surplus items (i.e. office furniture, equipment, tools, etc.), until sold, at their location as provided below. Storage for any and all rolling stock surplus items (i.e. vehicles, heavy equipment, trailers, etc.) shall be, when feasible, at the County's rolling stock & equipment storage area as provided below.

Non-Rolling Stock (Contractor's Storage Facility): \_\_\_\_\_

Rolling Stock & Equipment (County Storage Area): 2446 Dobbs Road, St. Augustine, FL 32086

The Contractor may, under extenuating circumstances and at the discretion of the County, sell certain rolling stock and/or equipment items in place.

The Contractor shall not move any items or materials being stored for sale at the locations stated above without prior written authorization from the County.

The Contractor shall only access rolling stock & equipment storage area during Normal County operating hours, unless previously approved otherwise by the SJC Purchasing Manager, or a designee. Any and all formal advertised auctions held at the rolling stock & equipment storage area must be coordinated with the SJC Purchasing Manager, or a designee, prior to being conducted.

Any and all keys provided to the Contractor for the rolling stock & equipment storage area must be returned to the County at the completion of the Contract. Any keys damaged or lost must be replaced at the Contractor's expense.

**DAMAGES:**

Any and all damages to County buildings, facilities, fixtures, or appurtenances, caused by the Contractor, shall be repaired or replaced at the Contractor's expense.

**MAINTENANCE:**

The Contractor will maintain all surplus stock in the condition that the item was received. The Contractor shall

prepare items for sale to include but not limited to cleaning, minor servicing and minor repairs.

**ADVERTISING & WEBSITE:**

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. Preview day may be conducted the day before the Auction day at the County's rolling stock & equipment storage area.

The Contractor shall provide a website which will list all of the surplus items being sold, as well as the date and time of the auction. The Contractor shall provide the County with a link to the website for use on their own website. The website shall provide residents with the capabilities to view upcoming sale items as well as a registration for email notifications of all upcoming auctions.

**SALE & DISPOSITION:**

The Contractor shall facilitate the sale of all non-rolling stock surplus items through a live auction unless an alternative method is approved by SJC Purchasing. Auctions shall be open to the public and not restricted to any particular group of people.

The Contractor shall sell all rolling stock and yard stock through live auction, with a minimum one (1) auction being held each year, unless otherwise approved, in writing, by County staff.

The Contractor shall provide all title work associated with the sale of the surplus items.

Auctions shall comply with all applicable local, state, and federal laws and regulations.

Any items not sold shall be disposed of by the Contractor, in an appropriate manner, in accordance with any and all federal, state, and local laws, codes, rules, and regulations regarding the disposal of such item. The Contractor shall provide the County with an itemized list stating method of disposal with specific details included for any item(s) deemed hazardous.

**WARRANTIES:**

No warranties will be made or implied associated with the sale of any surplus items under this Contract. All items are sold, **AS-IS, WHERE-IS**, without assistance from St. Johns County to load, move or otherwise furnish assistance in any way.

**REPORTS AND PAYMENT:**

The Contract shall issue payment in the form of a check to the County along with itemized reports of all items sold on or before the 1<sup>st</sup> of each month. All payments shall be issued to the County with fourteen (14) days of the auction date. The Contractor shall submit one report for vehicles and rolling stock and a separate report for all other items/lots sold. Each report shall include, at a minimum, description of items, if sold individually, or a list of described items included in each lot, dollar amount of sale, dollar amount of transaction fee, dollar amount of commission fee, and a total amount of all items sold for the month. The Contractor shall collect sales tax and make restitution to the State in accordance with all applicable requirements.

**COUNTY RESPONSIBILITIES:**

The County does not guarantee any amount of receipts for any auction under this proposal.

The County reserves the right to dispose of surplus property by means other than awarded vendor when deemed to be in the best interest of the County.

The County shall provide the Certificate(s) of ownership and all other documents necessary to affect transfer of title for motor vehicles, trailers and heavy equipment. At the opinion of the Auctioneer, vehicles may not be offered at auction unless the Certificate of Ownership and all other documents necessary to affect a transfer of title for motor vehicles, trailers and heavy equipment are submitted at least five (5) days prior to sale.

**BID NO: 20-71; SURPLUS & AUCTION SERVICES**

**SEALED BID MAILING LABEL**

**Cut along the outer border and affix this label  
to your sealed bid envelope to identify it as a  
"Sealed Bid"**

<b>SEALED BID • DO NOT OPEN</b>	
<b>SEALED RFP NO.:</b>	<b>BID NO.: 20-71</b>
<b>BID TITLE:</b>	<b>SURPLUS &amp; AUCTION SERVICES</b>
<b>DUE DATE/TIME:</b>	<b>By 2:00 P.M. – July 8, 2020</b>
<b>SUBMITTED BY:</b>	
	Company Name
	Company Address
	Company Address
<b>DELIVER TO:</b>	<b>St. Johns County Purchasing Dept. 500 San Sebastian View St St. Augustine FL 32084</b>



**END OF DOCUMENT**



## St. Johns County Board of County Commissioners

Purchasing Division

June 30, 2020

### ADDENDUM #1

To: Prospective Respondents  
From: St. Johns County Purchasing Department  
Subject: **Bid No. 20-71, Surplus & Auction Services**

This Addendum #1 is issued to further respondents' information and is hereby incorporated into the Bid Documents. Each respondent will ascertain before submitting a bid that he/she has received all Addenda, and must return each signed Addendum with their submitted bid as provided in the Bid Document.

#### Clarifications/Revisions:

1. The awarded Firm must provide a Local Business Tax Receipt for St. Johns County, FL.

#### Questions/Answers:

1. Will you waive the requirement for a real estate brokers license? Or at least separate it into another bid as most Realtors and Auction company's specialize in selling different types of things for maximum value to the client?

**Answer: Florida Real Estate Broker & Sales Associate license is not required and shall be removed.**

2. When was the last time real property was sold for the County?

**Answer: 2019.**

3. It is stated in the original scope of work (page 3) that items may be disposed of through a regularly scheduled live and/or online auction but later in the specifications (page 31 & 32) it is stated that it must be a live and online auction. Which format is the Auctioneer responsible for?

**Answer: Regularly scheduled live and/or online auctions.**

4. Is there a pre-bid conference and is it mandatory?

**Answer: No.**

5. Why is a notary required? Is it because of title work (the state removed that requirement years ago)?

**Answer: Florida Public Notary on staff is not required and shall be removed.**

6. Must vendors disclose a buyers free/admin fees/transaction fees in the bid outside of the commission charged to the County?

**Answer: No.**

7. Will all fees be part of the evaluation in this proposal, or just the commission fee charges to the County?

**Answer: The bid is based on the highest commission fee percentage of gross sales to the County.**

8. Is there a grading scale for vendors responses to this bid? Can you list it?

**Answer: No.**

9. The last time I went to one of Saint Johns County Auctions it was a few years ago and the non-rolling stock was held at the same County storage space that the rolling stock was, will that still be the case or must ALL non-rolling stock be held at the Auctioneers facility?

**Answer: All non-rolling stock must be taken to the Auctioneers facility. From time to time the County has allowed larger items such as generators to be stored on the storage yard, however that will be on a case by case basis.**

10. What is the annual total (dollars) of surplus sold by St Johns County on average?

**Answer: An average of \$161,171.38 per year.**

11. Would you require any auctions to be onsite? Opposed to having it at the auction company's yard.

**Answer: See the response to Question 3.**

12. MINIMUM QUALIFICATIONS - Prime Bidder must be fully licensed to do business in the State of Florida, and must have a Florida Auctioneers License, Florida Real Estate Broker and Sales Associates licenses, Florida Motor Vehicle Dealer's License, and have a Florida Public Notary on staff.

**Answer: See the responses to Questions 1 & 5; all other licensing is required as well as a Local Business Tax Receipt.**

13. The Contractor shall pickup and store any and all non-rolling stock surplus items (i.e. office furniture, equipment, tools, etc.),until sold, at their location as provided below. Storage for any and all rolling stock surplus items (i.e. vehicles, heavy equipment, trailers, etc.) shall be, when feasible, at the County's rolling stock &equipment storage area as provided below.

**Answer: See the response to Question 9.**

14. Would you have an idea on the asset type and dollar amount volume on average for the last three years?

**Answer: See SERVICES on page 31 of the bid document for a list of potential asset types.  
2017 - \$175,000.00; 2018 - \$123,953.85; 2019 - 184, 560.30**

**THE SUBMITTAL DUE DATE REMAINS: JULY 8, 2020 BY OR BEFORE 2:00 P.M.**

**Acknowledgment**

\_\_\_\_\_

Signature and Date

\_\_\_\_\_

Printed Name/Title

\_\_\_\_\_

Company Name (Print)

Sincerely,

*April Bacon*

April Bacon

Purchasing Buyer

**END OF ADDENDUM NO. 1**