



***REQUEST FOR PROPOSAL***

***FOR***

**AUCTIONEER SERVICES**

***RFP NO. 10-243/PF***

***SEPTEMBER 2010***

***THE SOLID WASTE AUTHORITY OF PALM BEACH COUNTY  
7501 NORTH JOG ROAD  
WEST PALM BEACH, FLORIDA 33412  
(561) 640-4000***

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**PART I**  
**GENERAL INFORMATION**

**1-1 DEFINITIONS**

For the purposes of this Request for Proposals (RFP), a "PROPOSER" shall mean a contractor, consultant, proposer, organization, firm, developer, or other person(s) submitting a response to this RFP.

**1-2 PURPOSE**

This Request for Proposal (RFP) provides guidelines for the submission of proposals in response to **RFP No. 10-243/PF for AUCTIONEER SERVICES.**

**1-3 INVITATION TO PROPOSE**

The Solid Waste Authority of Palm Beach County (AUTHORITY) solicits offers for the professional services of responsible PROPOSERS to provide Auctioneer Service.

**1-4 PROCUREMENT SCHEDULE**

- A. Advertise and Issue RFP.....September 13, 2010
- B. Questions/Clarifications deadline.....September 22, 2010
- C. Addendum in response to Questions Received (if necessary) .....September 29, 2010
- D. RFP Due.....October 11, 2010
- E. Evaluation by Selection Committee .....October 14, 2010
- F. Presentation by proposers, if required.....October 18, 2010

**NOTE:** AUTHORITY reserves the right to alter the above activities and/or times at the AUTHORITY'S sole discretion.

**1-5 DELAYS**

The AUTHORITY, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the AUTHORITY to do so. The AUTHORITY will notify PROPOSERS of all changes in scheduled due dates by written addendum.

## 1-6 PROPOSAL SUBMISSION AND WITHDRAWAL

THE AUTHORITY MUST RECEIVE ALL PROPOSALS BY **5:00 P.M.**, LOCAL TIME, ON **MONDAY, OCTOBER 11, 2010**.

The AUTHORITY will receive proposals at the following address:

Solid Waste Authority of Palm Beach County  
7501 North Jog Road  
West Palm Beach, FL 33412  
**Attn: Purchasing Services**

The outside of the envelope must additionally be identified as follows: **RFP No. 10-243/PF for AUCTIONEER SERVICES**.

The proposal shall be prepared, whenever possible, with recycled/recyclable papers. Two-sided printing is strongly recommended.

Receipt of the proposal in the Purchasing Services office after the time and date specified due to failure by the PROPOSER to provide the above information on the outside of the envelope shall result in the rejection of the offerer's proposal. The envelope must also include the PROPOSER'S name and return address.

The AUTHORITY cautions PROPOSERS to assure actual delivery of mailed or hand-delivered proposals **directly to the AUTHORITY'S Purchasing Services office at 7501 North Jog Road in West Palm Beach** prior to the deadline set for receiving proposals. If submittal is hand delivered deposit with Purchasing Specialist, to the left of the receptionist in main lobby of AUTHORITY'S Administration Building. Telephone confirmation of timely receipt of the proposal may be made by calling (561) 640-4000, before the 5:00 p.m. deadline. Proposals received after the established deadline will be returned unopened to the PROPOSER.

PROPOSERS shall submit **one (1) original and five (5) photocopied sets** of the proposal in a sealed, opaque envelope marked as noted above. The PROPOSER may submit the proposal in person or by mail.

PROPOSERS may withdraw their proposals by notifying the AUTHORITY in writing at any time prior to the time set for the proposal receipt deadline. PROPOSERS may withdraw their proposals in person or through an authorized representative. PROPOSERS and authorized representatives must disclose their identity and provide a signed receipt for the proposal. Proposals, once opened, become the property of the AUTHORITY and will not be returned to the PROPOSERS.

## 1-7 INQUIRIES

All questions and communications concerning this procurement process must be directed to *Mr. Phillip Ford*, Purchasing Supervisor. All requests for clarifications or additional information must be submitted in writing via electronic mail to [pford@Authority.org](mailto:pford@Authority.org), or by facsimile to 561-640-3400. **The deadline for all inquiries is 5:00 p.m. on Wednesday, September 22, 2010.** The AUTHORITY will record its responses to inquiries and provide any supplemental instructions in the form of a written addendum.

## **1-8 CONE OF SILENCE**

Proposers are advised that a Cone of Silence that prohibits any communication, except for written correspondence, regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between:

Proposers or any person representing the Proposers and any member of the Solid Waste Authority Governing Board, their staff, any AUTHORITY employee authorized to act on behalf of the Authority to award the contract under this Proposal, or any member of the selection committee authorized to evaluate the Proposal.

The Cone of Silence shall be in effect as of the deadline to submit Proposals even if Proposal is withdrawn or is otherwise eliminated from consideration consistent with the procedures as outlined in this RFP. The Cone of Silence shall remain in effect until the Governing Board, or AUTHORITY, if authorized to act on behalf of the Board, awards or approves the contract, rejects all bids or otherwise takes action which ends the solicitation process.

The provisions of this article shall not apply to oral communications at any public proceeding, including pre-bid conference, oral presentations before selection committees, and contract negotiations during any public meetings, presentations made to the Board and protest hearings. Further, the Cone of Silence shall not apply to contract negotiations between AUTHORITY employees and the intended awardees, any dispute resolution process following the filing of a protest between the person filing the protest and any AUTHORITY employee, or any written correspondence at any time with any AUTHORITY employee, Board member or Advisory board member, or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

The Governing Board by means of action taken at any properly noticed Governing Board meeting may invoke the cone of silence earlier than the time specified in this section for any procurement.

## **1-9 ADDENDUM**

Should revisions to the RFP become necessary, the AUTHORITY will issue a written addendum. Any and all addendums must be acknowledged. This Acknowledgement may be included as a statement in PROPOSERS Letter of Transmittal. Addendums may be downloaded from the AUTHORITY'S website at [www@swa.org](http://www@swa.org). Your proposal may be rejected as non-responsive if you have failed to submit a proposal with an addendum acknowledgment for the most current addendum.

All PROPOSERS should contact the AUTHORITY no more than five (5) calendar days before the date fixed for receiving proposals to ascertain whether any addenda have been issued. Failure of the PROPOSER to make this inquiry could result in its response being nonresponsive in the event addenda were issued and not acknowledged by the PROPOSER in their response.

No addendum will be issued later than five (5) calendar days prior to the date for receipt of proposals except an addendum withdrawing the RFP or one that includes postponement of the date

for receipt of proposals.

### **1-10 SELECTION PROCESS**

Selection shall be by committee in accordance with, but not limited to, the criteria established in Part V of this RFP. At its discretion, the AUTHORITY may require any PROPOSER(S) to make an oral presentation of his/her submittal. An oral presentation provides an opportunity for the PROPOSER(S) to clarify his/her submittal for the AUTHORITY. The AUTHORITY, if deemed necessary, will schedule an oral presentation.

Additionally, at its discretion, the AUTHORITY may conduct a site visitation of a PROPOSER'S premises.

### **1-11 AWARD**

The AUTHORITY anticipates award to the PROPOSER who submits the proposal judged by the AUTHORITY to be the most advantageous.

The PROPOSER understands that this RFP does not constitute an agreement or a contract with the PROPOSER. An official contract or agreement is not binding until proposals are reviewed and accepted by appointed staff, approved by the appropriate level of authority within the AUTHORITY, and executed by the parties.

All PROPOSERS shall carefully examine the Contract Documents. Any ambiguities or inconsistencies shall be brought to the attention of the AUTHORITY through written communication with the AUTHORITY prior to the date for receipt of proposals; failure to do so, on the part of the PROPOSER, will constitute an acceptance by the PROPOSER of any subsequent decision. A sample contract is attached to this RFP. The AUTHORITY anticipates that the final contract will be in substantial conformance with the sample contract; nevertheless, PROPOSERS are advised that any contract, which may result from the RFP, may deviate from the sample contract.

The AUTHORITY reserves the right to enter into contract negotiations with the selected PROPOSER. If the AUTHORITY and the selected PROPOSER cannot negotiate a successful contract, the AUTHORITY may terminate such negotiations and begin negotiations with the next selected PROPOSER. No PROPOSER shall have any rights against the AUTHORITY arising from such negotiations.

The AUTHORITY reserves the right to reject all proposals, to waive any informality, and to solicit and re-advertise for new proposals.

### **1-12 PROPOSAL PREPARATION COSTS**

Neither the AUTHORITY nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. PROPOSERS should prepare their proposals simply and economically, providing a straightforward and concise description of the PROPOSERS ability to meet the requirements of the RFP.

### **1-13 ACCURACY OF PROPOSAL INFORMATION**

Any PROPOSER which submits in its proposal to the AUTHORITY any information which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.

### **1-14 NEWS RELEASES**

The PROPOSER shall obtain the prior approval of the AUTHORITY for all news releases or other publicity pertaining to this RFP or the service, study or project to which it relates.

### **1-15 INSURANCE**

The awarded PROPOSER(S) shall maintain insurance coverage reflecting the minimum amounts and conditions specified in the attached sample contract. In the event the PROPOSER is a governmental entity or a self-insured organization, different insurance requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the PROPOSER'S insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing contract.

### **1-16 LICENSES**

PROPOSERS, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the **State of Florida** at the time of submittal of their response to this RFP. Should the PROPOSER not be fully licensed and certified, its proposal shall be rejected.

### **1-17 POSTING OF RFP AWARD**

Recommendation for award will be posted for review by interested parties at Purchasing Services for a period of five (5) calendar days. The apparent successful PROPOSER will be notified of the recommendation for award by electronic mail if an e-mail address is provided in their response. Failure to file a protest to the Director of Purchasing Services within the time prescribed in the AUTHORITY'S Purchasing Manual, Section 10, shall constitute a waiver of proceedings. It is the respondents' sole responsibility to ascertain the time of posting of the award recommendation. This may be accomplished by telephone, FAX, E-Mail or other means deemed timely by the respondent.

### **1-18 PUBLIC RECORDS**

Upon award recommendation or ten (10) days after opening, whichever is earlier, any material submitted in response to this request for proposal will become "public record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Records Law). PROPOSERS must claim the applicable exemptions to disclosure provided by law in their response to the RFP by identifying materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal. The AUTHORITY reserves the right to make any final determination of the applicability of the Public Records Law.

## **1-19 PUBLIC ENTITY CRIME**

Pursuant to F.S. 287.133, as amended: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

## **1-20 AGREEMENTS WITH OTHER GOVERNMENTAL ENTITIES**

All PROPOSERS submitting a response to this RFP agree that such response also constitutes a response to all State Agencies and Political Subdivisions of the State of Florida under the same terms and conditions, for the same prices and for the same effective period as specified in this RFP; should the successful PROPOSER deem it in the best interest of their business to do so.

The agreement resulting from this RFP in no way restricts or interferes with any State Agency or Political Subdivision of the State of Florida from resolicitation for any or all items specified in this RFP.

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**PART II**  
**MINIMUM REQUIREMENTS**

*Note: PROPOSERS shall provide documentation, in their submittal to this RFP, sufficient to clearly demonstrate that their firm meets or exceeds the following minimum requirement(s). Failure to provide this documentation may result in a Proposer's submittal being determined non-responsive.*

The PROPOSER shall meet the following minimum requirement(s):

Auctioneer must have adequate financial resources and must hold a valid Florida Auctioneer License. The contractor submitting a proposal must be in the "Auction Business" and its regular course of business arranges, manages, sponsors, advertises, promotes, or carries out auctions, or employs auctioneers to conduct auctions in its facilities.

***FIRMS NOT MEETING THIS REQUIREMENT WILL BE REJECTED FROM CONSIDERATION.***

***ADDITIONAL REQUIREMENTS ARE ADDRESSED IN PART III – STATEMENT OF WORK AND PART IV – INSTRUCTIONS FOR PREPARING PROPOSALS.***

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**PART III**  
**STATEMENT OF WORK / SERVICES**

**3-1 PURPOSE OF THE SOLICITATION**

This is a request for proposal (RFP) for Professional Auctioneer Services to the AUTHORITY. The AUTHORITY is seeking a qualified individual or firm to provide professional auctioneer services, on an as needed basis, to conduct public auctions for the purpose of disposing of surplus assets and minor equipment. The auctioneer shall possess all necessary license and certificates to legally perform auctioneer services in the State of Florida.

The auctioneer shall provide services required to conduct one day public auctions held at an AUTHORITY location on dates mutually agreed upon by the AUTHORITY and the auctioneer. The AUTHORITY reserves the right to schedule auctions on an as-needed basis.

The auctioneer shall utilize any and all resources and means possible to sell all items authorized and listed for disposal by the AUTHORITY. The AUTHORITY reserves the right to make additions or deletions to the list prior to the auction. The auction shall adhere to all state, county, local, and AUTHORITY statutes, rules, regulations, and policies regarding auction sales and disposal of property. All auctions shall be Absolute Auctions. The AUTHORITY does however reserve the right to attach a hidden reserve on any specialty equipment that is deemed very unique in nature of use.

The AUTHORITY usually schedules one and on occasion two auctions per year. These auctions are for vehicles, trailers, heavy equipment, and miscellaneous minor equipment. The AUTHORITY sells most of their equipment in running condition. The AUTHORITY will advise the auctioneer of major defects i.e., engine knocks, bad transmission, major leaks, when we are aware of these problems. All equipment is sold “as is – where is”.

The auctioneer should be able to provide computer generated invoices as well as a printout of all sales including bidder numbers and item descriptions and total sales figures. The auctioneer will be responsible for the handling of all funds, sales taxes as required by law, receipts, sales data, tagging items, invoices, bills of sale, and all other computer operations pertaining to the auction. In addition, the auctioneer needs to record the auction in the event of any questions regarding the terms and conditions set forth by the AUTHORITY and the auctioneer, and to review any discrepancies or questions from the general public.

Following are the gross proceeds for each auction conducted within the last 3 years.

FY 09	\$777,872.00
FY 08	\$353,550.00
FY 07	\$691,665.00

The auctioneer shall receive a percentage of all gross proceeds of each auction. This percentage shall cover all expenses for the auctioneer except those stated in Section 3.2 (B). The Proposer shall state the percentage being proposed on the price proposal form.

### 3-2 SCOPE OF SERVICES

The auctioneer shall provide auctioneer services including but not necessarily limited to the following:

- A. The auctioneer shall inspect the intended location and review the items scheduled for disposal to become familiar with all aspects of the task to be accomplished. All duties, responsibilities, and activities shall be coordinated in advance with authorized AUTHORITY personnel.
- B. The auctioneer shall utilize all appropriate means possible to announce upcoming auctions in surrounding areas. Methods of announcement may consist of signs, advertisements, mailouts, pamphlets, newsletters, journals, etc. The AUTHORITY reserves the right to review all announcements prior to distribution to assure propriety, accuracy and completeness. The public shall be invited to all auctions. The Auctioneer will place required legal advertisements in local newspapers.

The auctioneer shall be reimbursed for related out-of-pocket expenses such as signs, advertisements, notices, brochures, additional labor as required by the auctioneer and other auction-related expenses. A request for reimbursement for these expenses will be submitted after the auction accompanied by a detailed description of the expenses incurred. **THE AMOUNT OF OUT-OF-POCKET EXPENSES FOR EACH AUCTION SHALL NOT EXCEED \$5,000 WITHOUT SPECIFIC WRITTEN APPROVAL FROM THE AUTHORITY. THERE SHALL BE NO "BUYER'S PREMIUM" CHARGED AT THE AUCTIONS.**

- C. The auctioneer shall conduct registration of all bidders. Registration shall include the name and address of all bidders, distribution of identification numbers, auction lists, instructions, rules and regulations. There shall be no additional reimbursement for registration expenses.
- D. The auctioneer shall use all appropriate techniques to encourage competitive bidding and obtain the highest price for items being sold and to sell all items. The auctioneer shall be responsible for clearly stating the rules to be followed and the directions for payment. Auctioneers shall use their professional discretion in the use of assistants, "spotters", handlers and other personnel.
- E. The auctioneer shall coordinate all auction activities with AUTHORITY personnel. Activities include, but shall not be limited to the following:
  - (1) Use of AUTHORITY personnel and the auctioneer's employees
  - (2) Methods and contents of announcements and advertisements and information to be disseminated.
  - (3) Location of auctioneer and assistants.
  - (4) Provide system for registration, receipts, and bills of sale.
  - (5) Provide auctioneer dias, podium, stage or stand if required.
  - (6) Provide loud speaker system if required.
  - (7) Ensure that all equipment is set up and all personnel ready to begin auction at assigned time.

- F. Auctioneer must comply with all federal, state and local laws governing auctioneer services.

### **3-3 POLICIES AND PROCEDURES:**

The auctioneer shall adhere to all generally accepted policies and standards related to conducting auctions. The auctioneer also shall abide by the policies and procedures regarding auctions and surplus property disposal including:

- A. All property shall be sold to the highest bidder.
- B. All property shall be sold "where is" and "as is". There shall be no warranties provided, either expressed or implied, with any items sold.
- C. All sales shall be final. Exchanges or returns will not be allowed.
- D. All purchases shall either be paid for in full on the day of the sale with cash, cashiers check, or money orders or at another time designated by the AUTHORITY. All payments shall be made in US currency only.
- E. All items must be removed from the auction site within two working days after the auction. AUTHORITY will not be responsible for damage, deterioration, loss or theft of auctioned items stored on its premises after the auction.
- F. All items left unsold will be disposed of by the AUTHORITY. The AUTHORITY will clear the area of trash and debris after the auction.
- G. The AUTHORITY will provide security for the collection and handling of all money.
- H. All funds from the auction will be collected by the Auctioneer.
- I. After completion of the auction, the auctioneer will provide the AUTHORITY with copies of Tally sheets, and computerized listing of all sales for the day.
- J. All transfer of titles for vehicles will be done by the Auctioneer personnel at the auction site.
- K. Inspection of items will be at a time mutually agreed upon by the auctioneer and the AUTHORITY. The public shall be permitted to view all merchandise and vehicles for sale. Registration will begin at a time designated by the auctioneer.
- L. The AUTHORITY reserves the right to add or withdraw items prior to the start of the auction.
- M. Final payment to the AUTHORITY shall be within 10 business days after the auction. Auctioneer shall also provide an Auction settlement sheet, statement of all approved expenses, final listing of all sales, all invoices, vehicle bills of sales with title transfers, copies of original bidding sheets, and a complete listing of registered bidders.
- N. The AUTHORITY will sometimes offer up for auction very unique or specialized equipment. The AUTHORITY may impose a reserved minimum bid requirement, and will notify the auctioneer before the auction so that it can be announced. The auctioneer will be informed as soon as the minimum bid has been met. In the past 15 years this has only been used on 3 occasions.

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**PART IV**  
**INSTRUCTIONS FOR PREPARING PROPOSALS**

**4-1 RULES FOR PROPOSALS**

The proposal must name all persons or entities interested in the proposal as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

**4-2 PROPOSAL FORMAT**

**Each of the following requirements should be addressed in separate sections of the proposal. Responses should reference the associated section number and restate that sections heading.**

- A. **Letter of Transmittal** - This letter will summarize in a brief and concise manner, the PROPOSERS understanding of the scope of work and make a positive commitment to timely perform the work. The letter must name all of the persons authorized to make representations for the PROPOSER, including the titles, addresses, and telephone numbers of such persons. An authorized agent of the PROPOSER must sign the Letter of Transmittal indicating the agent's title or authority. The letters should not exceed two pages in length.
- B. Acknowledgment receipt for each addendum issued by the AUTHORITY.

**4-3 EXPERIENCE/QUALIFICATIONS OF THE FIRM**

Provide detailed information about the experience and qualifications of the firm especially in conducting auctions for other governmental agencies.

Provide a summary of any litigation filed against the proposer in the past three years which related to the services that proposer provides in the regular course of business. The summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved.

- A. **Qualifications of Staff:** Provide detailed information about experience and qualifications of individuals who will conduct auctions for the AUTHORITY especially in conducting auctions for other governmental agencies.
- B. **References:** Identify three clients that the AUTHORITY may contact as references with respect to the PROPOSER'S work performance. For each reference include contact person's name, title, address, telephone number, fax number, and email address.

#### **4-4 COST OF SERVICES:**

The auctioneer shall receive a percentage of the gross proceeds of the auction. This percentage will cover all expenses for the auctioneer except those stated in paragraph 3.2 (B). The proposer shall state the percentage being proposed. **THERE SHALL BE NO “BUYER’S PREMIUM” CHARGED AT THE AUCTIONS.**

#### **4-5 MINORITY/WOMEN/ SBE PARTICIPATION:**

The Governing Board of the AUTHORITY has set 15% as the AUTHORITY'S goal for Minority/Woman/Small Business Enterprise (M/W/SBE) participation in contracts and purchases. Proposers are to indicate the extent and nature of the M/WBE's scope of work with specificity as it relates to the services described in the RFP. Proposers that are certified MWSBE'S at the time of submittal shall be awarded a maximum of ten points. Proposers that will utilize certified MWSBE as subcontractors will be awarded a maximum of 5 points on a prorated basis. Points for utilization of certified M/W/SBE's subcontractors shall be assigned as follows:

15% and over	5 points
9% - 14%	4 points
4% - 8%	3 points
1% - 3%	2 points
0%	0 points

**PROPOSER shall submit a plan showing how he/she will assist the AUTHORITY in achieving this goal through M/W/SBE subcontractor participation or any other method.** Minority hiring, although laudable, does not qualify for the purpose of meeting the goal cited above. The goal is to encourage doing business with certified M/W/SBE'S. The AUTHORITY will require documentary proof of the implementation and progress of the proposed plan. The AUTHORITY will accept M/W/SBE's certified by other governmental entities. Proof of current certification will be required.

#### **4-6 HEADQUARTERS/BRANCH OFFICE IN PALM BEACH COUNTY**

In order to qualify, the firm must have had its headquarters or branch office within Palm Beach County for a minimum of one (1) year of local presence within Palm Beach County. The firm must have been incorporated or legally begun business, being fully licensed, at least one (1) year prior to the issuance of this RFQ/RFP. A valid Business Tax Receipt issued by the Palm Beach County Tax Collector is required and will be used to verify that the proposer had a permanent place of business prior to the issuance of this RFQ/RFP. Copies of licensure, leases of office space (or proof of ownership of office site) may be required by Authority staff as proof of compliance. The firm's office must be of a permanent nature not temporary or transient (i.e., mobile homes shall be without wheels and permanently affixed to the land). The firm's office shall be fully staffed with personnel, office furniture, office equipment, and, if applicable, professional equipment/computers as required by the type of work to be performed. A site visit by Authority staff may be required to confirm Local presence. The firm will be required to maintain said office, or other Authority approved offices, for the entire term of the contract. Failure to submit this information will cause the proposer/firm not to be qualified under this Section. The Authority may require a firm to provide additional information for clarification purposes at any time prior to the award of the contract.

#### **4-7 APPROACH / METHODOLOGY**

At a minimum, show how you will provide services by the auctioneer to conduct successful auctions for the AUTHORITY. Identify any additional services available that are not specified in this RFP and the associated cost.

#### **4-8 OTHER**

- A. Provide evidence of current levels of insurance in areas of General Liability, Automobile Liability, Workers' Compensation, and Umbrella Liability.
- B. If PROPOSER is a corporation, provide certification from the Florida Secretary of State verifying PROPOSERS corporate status and good standing, and in the case of out-of-state corporations, evidence of authority to do business in the State of Florida.
- C. If applicable, provide a statement concerning the PROPOSERS status as a minority/woman/small business enterprise.
- D. Provide the Federal Employer ID number of the PROPOSER.
- E. If applicable, complete Drug-free Workplace Form (*Attachment A*).
- F. **Additional Data** - Any additional information, which the PROPOSER considers pertinent for consideration, should be included in a separate section of the proposal.
- G. **Recycled/Recyclable Materials** - The proposal shall be prepared, whenever possible, with recycled/recyclable papers. Two-sided printing is strongly recommended.

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***PART V***  
***EVALUATION OF PROPOSALS***

**5-1 EVALUATION METHOD AND CRITERIA**

The AUTHORITY will appoint a committee consisting primarily of members of its staff to evaluate proposals and to select the PROPOSER which meets the best interests of the AUTHORITY. The AUTHORITY shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The AUTHORITY'S decisions will be final.

The AUTHORITY'S evaluation criteria may include, but shall not be limited to, consideration of the following:

***EXPERIENCE AND QUALIFICATION  
OF THE FIRM***

Qualifications of the Firm  
Auctioning Experience  
Marketing Strategy

***QUALIFICATION OF STAFF***

Qualifications of Individuals  
Team Organization and Approach

***APPROACH / METHODOLOGY***

***REFERENCES***

Verification of Work Performance

***COST OF SERVICES***

***Minority/Women Business Participation***

MWSBE

***LOCATION***

Location of Office and Availability

**5-2 WEIGHTED CRITERIA**

The evaluation committee shall rank all proposals received which meet the submittal requirements. The following criteria will be considered in ranking the proposals received:

**MAXIMUM POINTS**

<b>CRITERIA</b>	<b>POINTS</b>
<b>Experience and Qualifications of the Firm</b>	25
<b>Qualifications of Staff</b>	20
<b>Approach / Methodology</b>	15
<b>References</b>	5
<b>Cost of Services</b>	15
<b>Minority/Women Business Participation</b>	10
<b>Location</b>	10

Total 100

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**THIS FORM MUST BE SIGNED**

**PROPOSER CHECKLIST**

**IMPORTANT:** Please read carefully, sign in the spaces indicated and return with your Proposal.

PROPOSER should check off each of the following items as the necessary action is completed:

1. All applicable forms have been signed
2. All Required Submittals are included (If applicable, including Letter of Intent from M/W/SBE subcontractor(s)).
3. Any addenda have been signed and included.
4. The mailing envelope has been addressed to:
 

Solid Waste Authority of Palm Beach County  
**Attn: Purchasing Services**  
 7501 North Jog Road  
 West Palm Beach, FL 33412
5. The mailing envelope **must** be **sealed** and **marked** with RFP Number, RFP Title and Due Date as well as PROPOSER'S name and address.
6. The Proposal must be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Proposal cannot be considered.)

ALL COURIER-DELIVERED Proposals MUST HAVE THE RFP NUMBER AND TITLE ON THE OUTSIDE OF THE COURIER PACKET.

By ( <b>Signature</b> ):		Date:
Name ( <b>Printed</b> ):		Title:
Company Name:		
Address:		
Contact Information:	FAX:	Office:
	Cell/Mobile:	E-Mail:

Bidder hereby acknowledges receipt of any/all addenda:

ADDENDUM	DATE	SIGNATURE OF PERSON SIGNING BID

**PRICE PROPOSAL FORM**

**AUCTIONEER SERVICES**

**RFP No. 10-243/PF**

THE UNDERSIGNED PROPOSER, having familiarized themselves with the specifications in the Request for Proposals, regulations and other factors affecting performance of the work, and having satisfied themselves of the expenses and difficulties attended in the performance of a contract.

HEREBY PROPOSES AND AGREES, in this RFP NO. 10-243/PF, that the PROPOSER hereby accepts all terms and conditions as stated herein, and shall enter into a Contract to perform for the following gross percentage rate of each auction.

GROSS PERCENTAGE (%) OF PROCEEDS FROM EACH AUCTION \_\_\_\_\_%

**Payment Terms: Net 30 days**

By ( <b>Signature</b> ):		Date:
Name ( <b>Printed</b> ):		Title:
Company Name:		
Address:		
Contact Information:	FAX:	Office:
	Cell/Mobile:	E-Mail:

**DRUG-FREE WORKPLACE FORM**

*The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that*  
*does:*

\_\_\_\_\_  
*(Name of Business)*

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 dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, 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 Chapter 893 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.
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. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

\_\_\_\_\_  
**Proposer's Signature**

\_\_\_\_\_  
Date

**SCHEDULE No. 1**  
**PARTICIPATION OF M/W/SBE FIRMS**

<b>Bid/RFP Name:</b>	<b>Bid/RFP Number:</b>
<b>Name of Prime Bidder/Proposer:</b>	

Name, Address and Telephone No. of M/W/SBE Firm	Type and Description of Service to be Provided	Contract Amount			
		Black	Hispanic	Other	Women
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
<b>Total:</b>		\$	\$	\$	\$

<b>PRIME BIDDER / PROPOSER TO COMPLETE</b>			
<b>Cost of Bid/Proposed Services:</b>	\$	<b>Total %:</b>	%

*(Make additional copies as necessary)*

**SCHEDULE No. 2**

**LETTER OF INTENT TO PERFORM AS A M/W/SBE SUB-CONTRACTOR / SUPPLIER**

RFP NAME: \_\_\_\_\_ RFP NO.: \_\_\_\_\_

TO: \_\_\_\_\_  
*(Name of Prime or General Bidder/Proposer)*

FROM: \_\_\_\_\_  
*(Name of Sub-Contractor or Supplier)*

The undersigned intends to provide services in connection with the above as ( *x one* ):

- an individual  a partnership  a corporation  a joint venture

The undersigned is certified by \_\_\_\_\_ as a M/W/SBE.  
Certification date: \_\_\_\_\_

Attach proof of M/W/SBE Certification, either letter or certificate from certifying agency

The undersigned is prepared to provide the following services in connection with the above  
BID/RFP *(specify in detail particular work items or parts thereof to be performed):*

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

at the following price: \_\_\_\_\_  
*(amount must match Sub-Contractor's / Supplier's quote to prime as listed on Schedule 1)*

\_\_\_\_\_  
*(Signature of M/W/SBE Sub-Contractor or Supplier)*

\_\_\_\_\_  
*(Print name of M/W/SBE Sub-Contractor or Supplier)*

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

CORPORATE SEAL  
*(if applicable)*

*(Make additional copies as necessary)*

**SCHEDULE No. 3**

**STATEMENT OF GOOD FAITH EFFORTS**

*Good Faith efforts attempted by Proposer to achieve M/W/SBE participation through use of subcontractors/subconsultants or material suppliers. Good Faith efforts should include but are not limited to:*

**Select 2 out of 3 for A through C**

- A. Letters sent to M/W/SBE subcontractors/subconsultants/suppliers advising of the need for bids/proposals (provide copies of letter(s), response(s)). Note: solicitation letters must be sent to prospective M/W/SBE firms with reasonable lead times to allow proper responses.
- B. Bidder shall advertise in general circulation, trade association, and/or M/W/SBE focus media indicating the availability of subcontracting opportunities (provide copy of advertisement(s)).
- C. Bidder shall utilize services of available M/W/SBE community organizations, contractor groups, local/state/federal business assistance offices or other organizations (provide proof).

**Select D or E**

- D. List of M/W/SBE firms who have expressed interest in providing the service but who were not accepted by the Proposer. If no expressions of interest were received, please so indicate.
- E. Document past utilization of M/W/SBE'S

---

**Proposer's Signature**

---

Date



***AGREEMENT FOR***

---

***BETWEEN***

***THE SOLID WASTE AUTHORITY OF PALM BEACH COUNTY***

***AND***

---

***SAMPLE AGREEMENT NO. 10-243/PF***

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***Agreement for Professional Services***  
***Agreement No. 10-243/PF***

***This Agreement***, between the Solid Waste Authority of Palm Beach County, a special district created by Chapter 2001-331, Laws of Florida, as amended, (hereinafter referred to as AUTHORITY) and \_\_\_\_\_ (hereinafter referred to as CONSULTANT), a \_\_\_\_\_ Corporation, whose Federal Employer Identification Number is \_\_\_\_\_:

***Whereas***, AUTHORITY

***Whereas***, CONSULTANT represents it is capable and prepared to provide such services.

***Now, therefore***, in consideration of the promises contained herein, the parties hereto agree as follows:

**ARTICLE 1 - EFFECTIVE DATE**

The effective date of this Agreement shall be \_\_\_\_\_, 2010.

Term of Agreement shall be for a one (1) year period, unless otherwise terminated as provided herein. The Authority shall have the option of extending the Agreement for two (2) additional years in one (1) year increments at the same terms and conditions. Such extension shall be in the form of a written Amendment to the Agreement executed by both parties.

**ARTICLE 2 - SERVICES TO BE PERFORMED BY CONSULTANT**

CONSULTANT shall perform the services as specifically stated in the Scope of Work (Exhibit A) and as may be specifically designated and authorized by the AUTHORITY.

**ARTICLE 3 - COMPENSATION**

**3.1 - GENERAL**

AUTHORITY shall pay CONSULTANT in accordance with Exhibit B -- Fee Schedule, which is attached hereto and incorporated by reference as part of this Agreement.

Final payment to the AUTHORITY shall be within 10 business days after the auction. Auctioneer shall also provide an Auction settlement sheet, statement of all approved expenses, final listing of all sales, all invoices, vehicle bills of sales with title transfers, copies of original bidding sheets, and a complete listing of registered bidders.

Invoices must reference the current contract number or Consultant Services Authorization number (if any).

Each individual invoice shall be due and payable thirty (30) days after receipt of correct, fully documented, invoice by the AUTHORITY. All invoices shall be delivered to:

Solid Waste Authority of Palm Beach County  
7501 North Jog Road  
West Palm Beach, Florida 33412  
Attn: Accounts Payable, c/o Michelle Napier

#### **ARTICLE 4 - INSURANCE**

During the performance of the Services under this Agreement, CONSULTANT shall maintain the following insurance policies, and be written by an insurance company authorized to do business in Florida.

1. **General Liability** Insurance with bodily injury limits of not less than \$1,000,000 for each occurrence, and with property damage limits of not less than \$1,000,000 for each occurrence.
2. **Automobile Liability** Insurance with bodily injury limits of not less than \$1,000,000 for each person and not less than \$1,000,000 for each accident and with property damage limits of not less than \$1,000,000 for each accident.
3. **Workers' Compensation** Insurance in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than \$1,000,000 for each accident, \$1,000,000 for each disease, and \$1,000,000 aggregate.
4. **Excess Liability** Insurance with limits of not less than \$5,000,000 annual aggregate.

Deductible amounts shall not exceed 5% of the total amount of required insurance in each category. Should any policy contain any unusual exclusions, said exclusions shall be so indicated on the certificate(s) of insurance.

CONSULTANT shall furnish AUTHORITY **certificates of insurance** which shall include a provision that policy cancellation, non-renewal or reduction of coverage will not be effective until at least **thirty (30) days** written notice has been made to the AUTHORITY. CONSULTANT shall include AUTHORITY as an **additional insured** on the General Liability and Automobile Liability insurance policy required by the Agreement. All of CONSULTANT'S sub-consultants shall be required to include AUTHORITY and CONSULTANT as **additional insured** on their General Liability insurance policies.

In the event that sub-consultants used by the CONSULTANT do not have insurance, or do not meet the insurance limits, CONSULTANT shall indemnify and hold harmless the AUTHORITY for any claim in excess of the sub-consultants insurance coverage.

The CONSULTANT shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the AUTHORITY.

## **ARTICLE 5 - STANDARD OF CARE**

CONSULTANT shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a comparable professional under similar circumstances and CONSULTANT shall, at no additional cost to AUTHORITY, re-perform services which fail to satisfy the foregoing standard of care.

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

## **ARTICLE 6 - INDEMNIFICATION**

### **6.1 GENERAL**

Having considered the risks and potential liabilities that may exist during the performance of the Services and in consideration of the promises included herein, AUTHORITY and CONSULTANT agree to allocate such liabilities in accordance with this Article 6.

### **6.2 INDEMNIFICATION**

CONSULTANT agrees to protect, defend, indemnify, and hold harmless the AUTHORITY, its employees and representatives, from any and all claims and liabilities including all attorney's fees and court costs, including appeals, for which the AUTHORITY, its employees and representatives, can or may be held liable as a result of injury (including death) to persons or damage to property occurring by reason of any acts or omissions of the CONSULTANT, its employees, or agents, arising out of or connected with this Agreement. The CONSULTANT shall not be required to indemnify the AUTHORITY or its agents, employees, or representatives, when an occurrence results solely from the wrongful acts or omissions of the AUTHORITY, or its agents, employees or representatives.

### **6.3 SURVIVAL**

Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive.

## **ARTICLE 7 - INDEPENDENT CONTRACTOR**

CONSULTANT undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance. AUTHORITY shall have no right to supervise the methods used, but AUTHORITY shall have the right to observe such performance. CONSULTANT shall work closely with AUTHORITY in performing Services under this Agreement.

The CONSULTANT shall not pledge the AUTHORITY'S credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The CONSULTANT 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 - AUTHORITY TO PRACTICE**

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

## **ARTICLE 9 - COMPLIANCE WITH LAWS**

In performance of the Services, CONSULTANT will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards.

## **ARTICLE 10 - SUB-CONSULTING**

The AUTHORITY reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and to inspect all facilities of any sub-consultant to perform properly under this Agreement.

If a sub-consultant fails to perform or make progress, as required by this Agreement, and it is necessary to replace the sub-consultant to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new sub-consultant by the AUTHORITY.

## **ARTICLE 11 - FEDERAL AND STATE TAXES**

The AUTHORITY is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the AUTHORITY will provide an exemption certificate to CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the AUTHORITY, nor shall the CONSULTANT be authorized to use the AUTHORITY'S Tax Exemption Number in securing such materials.

## **ARTICLE 12 - AVAILABILITY OF FUNDS**

The obligations of the AUTHORITY under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the Board of the Solid Waste Authority of Palm Beach County.

## **ARTICLE 13 - AUTHORITY'S RESPONSIBILITIES**

AUTHORITY shall be responsible for providing access to all project sites, and providing information on hand required by CONSULTANT, including; existing reports, studies, financial information, and other required data that are available in the files of the AUTHORITY.

## **ARTICLE 14 - TERMINATION OF AGREEMENT**

This Agreement may be terminated by the CONSULTANT upon thirty (30) days prior written notice to the AUTHORITY in the event of substantial failure by the AUTHORITY to perform in accordance with the terms of the Agreement or through no fault of the CONSULTANT. It may also be terminated by the AUTHORITY with or without cause immediately upon written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Agreement, the CONSULTANT shall be paid for services rendered to the AUTHORITY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the AUTHORITY, the CONSULTANT shall:

- a. Stop work on the date and to the extent specified.
- b. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- c. Transfer all work in process, completed work, and other material related to the terminated work to the AUTHORITY.
- d. Continue and complete all parts of the work that have not been terminated.

The CONSULTANT shall be paid for services actually rendered to the date of termination.

## **ARTICLE 15 - UNCONTROLLABLE FORCES**

Neither the AUTHORITY nor CONSULTANT shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

## **ARTICLE 16 - GOVERNING LAW AND VENUE**

This Agreement shall be governed by the laws of the State of **Florida**. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County and the Agreement will be interpreted according to the laws of Florida.

## **ARTICLE 17 - NON-DISCRIMINATION**

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

## **ARTICLE 18 - WAIVER**

A waiver by either AUTHORITY or CONSULTANT of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

## **ARTICLE 19 - SEVERABILITY**

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

## **ARTICLE 20 - ENTIRETY OF AGREEMENT**

The AUTHORITY and the CONSULTANT agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the AUTHORITY and CONSULTANT pertaining to the Services, whether written or oral. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

## **ARTICLE 21 - MODIFICATION**

The Agreement may not be modified unless such modifications are evidenced in writing signed by both AUTHORITY and CONSULTANT. Such modifications shall be in the form of a written Amendment executed by both parties.

## **ARTICLE 22 - SUCCESSORS AND ASSIGNS**

AUTHORITY and CONSULTANT each binds itself and its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives. CONSULTANT shall not assign this Agreement without the express written approval of the AUTHORITY via executed amendment.

## **ARTICLE 23 - CONTINGENT FEES**

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT 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 CONSULTANT, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

## **ARTICLE 24 - TRUTH-IN-NEGOTIATION CERTIFICATE**

Execution of this Agreement by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.

The said rates and costs shall be adjusted to exclude any significant sums should the AUTHORITY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The AUTHORITY shall exercise its rights under this "Certificate" within one (1) year following payment.

## **ARTICLE 25 - OWNERSHIP OF DOCUMENTS**

CONSULTANT shall be required to cooperate with other consultants relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the AUTHORITY for its use and/or distribution as may be deemed appropriate by the AUTHORITY.

## **ARTICLE 26 - ACCESS AND AUDITS**

CONSULTANT shall maintain adequate records to justify all charges and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The AUTHORITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal working business hours at the CONSULTANT'S place of business.

**ARTICLE 27 - OFFICE OF INSPECTION GENERAL**

Palm Beach County has established the Office of the Inspector General, Ordinance (OIG) No. 2009-049 which is authorized and empowered to review past, present and proposed county contracts, transactions, accounts and records. It is anticipated that the AUTHORITY will enter into a similar contract with the OIG and if so, all parties doing business with the AUTHORITY and receiving AUTHORITY funds shall fully cooperate with the Inspector General including providing access to records relating to this RFP and any resulting contract. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and audit, investigate, monitor, and inspect the activities of the PROPOSER, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

**ARTICLE 28 - NOTICE**

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

**As To AUTHORITY**

Solid Waste Authority of Palm Beach County  
7501 N. Jog Road  
West Palm Beach, Florida 33412  
Attention: Executive Director

**As To CONSULTANT**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e.; printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of CONSULTANT and AUTHORITY.

**ARTICLE 29 - CONTRACT ADMINISTRATION**

Services of CONSULTANT shall be under the general direction of \_\_\_\_\_, \_\_\_\_\_, or his/her successor, who shall act as the AUTHORITY'S representative during the term of the Agreement.

**ARTICLE 30 - KEY PERSONNEL**

CONSULTANT shall notify AUTHORITY in the event of key personnel changes which might affect this Agreement. Notification shall be made within ten (10) days of said changes. AUTHORITY has the right to reject proposed changes in key personnel. The following personnel shall be considered key personnel:

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

**ARTICLE 31 - MINORITY/WOMAN/SMALL BUSINESS ENTERPRISE (M/W/SBE) AFFIRMATIVE ACTION PROGRAM**

The Governing Board of the AUTHORITY has set 15% as the AUTHORITY'S goal for minority participation in contracts and purchases. CONSULTANT shall submit a plan showing how he/she will assist the AUTHORITY in achieving this goal through woman/minority subcontractor participation or any other method. Minority hiring, although laudable, does not qualify for the purpose of meeting the goal above cited. The goal is to encourage doing business with certified M/W/SBE'S. The AUTHORITY will require documentary proof of the implementation and progress of the proposed plan.

The CONSULTANT understands that each minority and/or woman-owned firm utilized pursuant to this Agreement to meet the AUTHORITY M/W/SBE goals must be certified by a governmental entity. Certificates shall be submitted for specific M/W/SBE'S listed in the plan.

**ARTICLE 32 - CONFIDENTIALITY**

No reports, information, computer programs, documentation, and/or data given to, or prepared or assembled by the CONSULTANT under this Agreement shall be made available to any individual or organization by the Consultant without prior written approval of the Authority.

***REMAINDER OF PAGE INTENTIONALLY LEFT BLANK***

***In Witness Whereof***, the Solid Waste Authority of Palm Beach County, and \_\_\_\_\_ has executed this Agreement all as of the day and year first above written.

**OR**

***In Witness Whereof***, the **Solid Waste Authority of Palm Beach County**, at a regular meeting thereof, by action of the Authority Board authorizing and directing the foregoing be adopted, has caused these presents to be signed by it's Executive Director, and it's seal to be hereunto affixed, and \_\_\_\_\_ has executed this Agreement all as of the day and year first above written.

**SOLID WASTE AUTHORITY OF PALM BEACH COUNTY:**

Witness:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_

By: \_\_\_\_\_  
 Mark Hammond  
 Executive Director

Approved as to Form and Legal Sufficiency:

By: \_\_\_\_\_  
*General Counsel to the Authority*

**CONSULTANT:**

Attest:

\_\_\_\_\_  
*Corporate Secretary*

By: \_\_\_\_\_  
 \_\_\_\_\_  
 (*Corporate Seal*)

Witness:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_

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

Approved by Authority Board on \_\_\_\_\_, 200\_\_, Item \_\_\_\_\_ (*if necessary*)

***SCOPE OF WORK***

*(See RFP Part III, Statement of Work)*

***FEE SCHEDULE***

THE UNDERSIGNED PROPOSER, having familiarized themselves with the specifications in the Request for Proposals, regulations and other factors affecting performance of the work, and having satisfied themselves of the expenses and difficulties attended in the performance of a contract.

HEREBY PROPOSES AND AGREES, in this RFP NO. 10-243/PF, that the PROPOSER hereby accepts all terms and conditions as stated herein, and shall enter into a Contract to perform for the following gross percentage rate of each auction.

GROSS PERCENTAGE (%) OF PROCEEDS FROM EACH AUCTION \_\_\_\_\_%