

**AMENDMENT TO AGREEMENT
CITY OF LINCOLN
ANNUAL REQUIREMENTS FOR
AUCTION SERVICES FOR LINCOLN POLICE DEPARTMENT TO DISPOSE OF
UNCLAIMED/ABANDONED PROPERTY
BID NO: 13-091
FIRST RENEWAL**

This Amendment is hereby entered into on this 29 day of APRIL, 2014 by and between **Jim Peterson Auction Co., 2208 A Street, Lincoln, NE 68502** (hereinafter "Contractor") and **City of Lincoln** (hereinafter "City"), for the purpose of amending an Agreement dated **May 28, 2013**, under E. O. No. **086125**, (the "Agreement"), for **The Annual Requirements for Auction Services for Lincoln Police Department to Dispose of Unclaimed/Abandoned Property, Bid No. 13-091**, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is **May 28, 2013 through May 27, 2014, 2014**, with the option to renew for three (3) additional **one (1) year terms** upon written mutual consent of both parties; and

WHEREAS, the parties wish to renew the agreement for an additional one (1) year term beginning **May 28, 2014 through May 27, 2015**; and

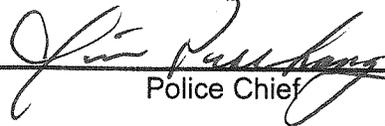
NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

- 1) The term of the Agreement shall be from **May 28, 2014 through May 27, 2015**.
- 2) All other terms of the Agreement, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

Official City Use Only

Dated this <u>5th</u> day
of <u>May</u> 2014
 _____ Police Chief

Supplier, please fill in the date and following information and mail back to our office; a faxed copy is not acceptable.

Company Name: (Please Print)	Jim Peterson Auction Co.
By: (Please Sign)	James L. Peterson
By: (Please Print)	James L. Peterson
Title: (Please Print)	owner
Company Address: (Please Print)	2208 A St. Lincoln NE 68502
Company Phone & Fax: (Please Print))	402-477-2273 (both)
E-Mail Address: (Please Print)	coljimpeterson@hotmail.com
Date: (Please Print)	April 29, 2014
Contact Person For: "Orders or Service" (Please Print)	Jim Peterson
Phone Number: (Please Print)	402-477-2273 or 402-430-4052

86125 E0

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL REQUIREMENTS
FOR
Auction Services for Lincoln Police Department to
Dispose of Unclaimed/Abandoned Property
Bid No. 13-091**

**Jim Peterson Auction Co.
2208 A Street
Lincoln, NE 68502
(402)477-2273**

**CITY OF LINCOLN
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this _____ day of _____ 2013, by and between Jim Peterson Auction Co., 2208 A Street, Lincoln, NE 68502, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called "City".

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

For providing **Annual Requirements for Auction Services for Lincoln Police Department to Dispose of Unclaimed/Abandoned Property, Bid No. 13-091** and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Responses, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the City has agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

Agreement to full proposal

2. The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

City agrees to pay 10% of the gross sales for the Auctioneer's Fee. Estimated \$25,000.00 per year to be paid for the Auctioneer's Fee.

3. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

4. **E-Verify.** In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.

5. **Termination.** This Contract may be terminated by the following:
 - 5.1) **Termination for Convenience.** Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 5.2) **Termination for Cause.** The City may terminate the Contract for cause if the Contractor:
 - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
 - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the City will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.

6. **Independent Contractor.** It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

7. **Contract Term.** This Contract shall be effective upon execution by both parties. The term of the contract shall be a one (1) year term, with option to renew for three (3) additional one (1) year terms.

Unclaimed/Abandoned Property Auctions per year estimated as follows:
Approximately twelve (12) abandon vehicle auctions.
Approximately nine (9) abandoned bicycle auctions.
*Note: Several of the auctions my run concurrently.
The auction dates and times will be arranged by the Lincoln Police Department.

8. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Agreement
 2. Accepted Proposal/Supplier Response
 3. Addendums Nos. 1 and 2
 4. Specifications
 5. Instructions to Bidders
 6. Insurance Requirements

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

Terrance J. Meier
City Clerk



CITY OF LINCOLN, NEBRASKA

[Signature]
Mayor

Approved by Executive No. 086125

dated May 28, 2013

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary (SEAL)

Name of Corporation

(Address)

By: _____
Duly Authorized Official

Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Jim Peterson Auction Co.
Name of Organization

Sole Proprietorship
Type of Organization

2708 A St. - Lincoln, NE
(Address) *68502*

By: *owner*
Member
By: *JAMES L. PETERSON*
Member

IF AN INDIVIDUAL:

JAMES L. PETERSON
Name

2708 A St. - Lincoln, NE
Address *68502*

James L. Peterson
Signature

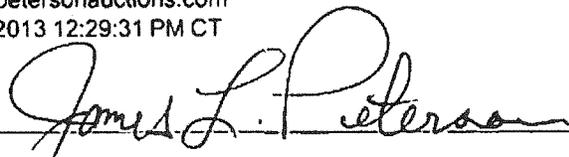
City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Suzanne Siemer Asst. Purchasing Agent	Address	Purchasing\City & County 440 S. 8th St. Lincoln, NE 68508	Address
Email	ssiemer@lincoln.ne.gov	Contact	Suzanne Siemer, Asst. Purchasing Agent	Contact
Phone	(402) 441-7414	Department		Department
Fax	(402) 441-6513	Building		Building
Bid Number	13-091 Addendum 2	Floor/Room		Floor/Room
Title	Auction Services for Lincoln Police Department to Dispose of Unclaimed/Abandoned Property	Telephone	1 (402) 441-7414	Telephone
Bid Type	RFP	Fax	1 (402) 441-6513	Fax
Issue Date	03/20/2013	Email	ssiemer@lincoln.ne.gov	Email
Close Date	4/10/2013 12:00:00 PM CT			
Need by Date				

Supplier Information

Company Jim Peterson Auction Co.
 Address 2208 A St.
 Lincoln, NE 68502
 Contact Jim Peterson
 Department
 Building
 Floor/Room
 Telephone 1 (402) 477-2273
 Fax 1 (402) 477-2273
 Email jim@petersonauctions.com
 Submitted 3/25/2013 12:29:31 PM CT
 Total \$0.00

Signature _____



Supplier Notes _____

Bid Notes

This is to notify you that RFP 13-091 for (Auction Services for Lincoln Police Department to Dispose of Unclaimed/Abandoned Property) is available. Please prepare your written response and return your proposals as instructed in the RFP according to the specifications. Respond to the Attribute section of this electronic bid and submit before the closing date and time. Also, you are required to enter a 0 for your response in this line item. If you have any questions, call
402-441-7417

Bid Activities _____

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Instructions to Proposers	I acknowledge reading and understanding the Instructions to Proposers.	Yes
2	Specifications	I acknowledge reading and understanding the specifications.	Yes
3	Renewal is an Option	Contract Extension Renewal is an option.	Yes
4	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
5	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
6	References	I have attached my References to the Response Attachment section of this bid.	Yes
7	Bid award	I acknowledge and understand that the City, County and/or Public Building Commission reserves the right to award bids item-by-item, with or without alternates/options, by groups, or "lump sum" such as shall best serve the requirements and interests of the City, County and/or Public Building Commission. If your pricing is based on an all-or-nothing basis, please indicate so in the Supplier Notes section of your E-Bid response.	Yes
8	Numbers in Price Box	 I acknowledge, understand and hereby verify that ONLY numbers have been typed into the Unit Price box in the Line Item section of this ebid response. I further understand that if any symbols or letters (other than a decimal point for dollars and cents) have been typed into the Unit Price box that it will result in my bid showing an amount of \$0 for respective line items. 	Yes
9	Agreement to Addendum No. 1	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.	Yes
10	Agreement to Addendum No. 2	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.	Yes
11	Contact	Name of person submitting this Proposal:	Jim Peterson
12	Electronic Signature	Please check here for your electronic signature.	Yes

Line Items

#	Qty	UOM	Description	Response
1	1	EA	This is to notify you that RFP 13-091 "Auction Services for Lincoln Police Department to Dispose of Unclaimed/Abandoned Property" is available. Respondents are not required to respond to this line item. Please prepare your written response and return to our office as noted in the RFP specifications by the bid closing date and time.	\$0.00

Item Notes: Enter a zero "0" for the response.

Supplier Notes:

Response Total: \$0.00

City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Suzanne Siemer Asst. Purchasing Agent	Address	Purchasing City & County	Address
Email	ssiemer@lincoln.ne.gov		440 S. 8th St.	Contact
Phone	(402) 441-7414	Contact	Lincoln, NE 68508	Department Building
Fax	(402) 441-6513		Suzanne Siemer, Asst. Purchasing Agent	Floor/Room Telephone Fax Email
Bid Number	13-091 Addendum 2	Department Building		
Title	Auction Services for Lincoln Police Department to Dispose of Unclaimed/Abandoned Property	Floor/Room		
Bid Type	RFP	Telephone	1 (402) 441-7414	
Issue Date	03/20/2013	Fax	1 (402) 441-6513	
Close Date	4/10/2013 12:00:00 PM CT	Email	ssiemer@lincoln.ne.gov	
Need by Date				

Supplier Information

Company Jim Peterson Auction Co.
 Address 2208 A St.
 Lincoln, NE 68502
 Contact Jim Peterson
 Department
 Building
 Floor/Room
 Telephone 1 (402) 477-2273
 Fax 1 (402) 477-2273
 Email jim@petersonauctions.com
 Submitted 3/25/2013 12:29:31 PM CT
 Total \$0.00

Signature _____

Supplier Notes

Bid Notes

This is to notify you that RFP 13-091 for (Auction Services for Lincoln Police Department to Dispose of Unclaimed/Abandoned Property) is available. Please prepare your written response and return your proposals as instructed in the RFP according to the specifications. Respond to the Attribute section of this electronic bid and submit before the closing date and time. Also, you are required to enter a 0 for your response in this line item. If you have any questions, call
 402-441-7417

Bid Activities

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Please review the following and respond where necessary

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6	References	I have attached my References to the Response Attachment section of this bid.	Yes
7	Bid award	I acknowledge and understand that the City, County and/or Public Building Commission reserves the right to award bids item-by-item, with or without alternates/options, by groups, or "lump sum" such as shall best serve the requirements and interests of the City, County and/or Public Building Commission. If your pricing is based on an all-or-nothing basis, please indicate so in the Supplier Notes section of your E-Bid response.	Yes
8	Numbers in Price Box	 I acknowledge, understand and hereby verify that ONLY numbers have been typed into the Unit Price box in the Line Item section of this ebid response. I further understand that if any symbols or letters (other than a decimal point for dollars and cents) have been typed into the Unit Price box that it will result in my bid showing an amount of \$0 for respective line items. 	Yes
9	Agreement to Addendum No. 1	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.	Yes
10	Agreement to Addendum No. 2	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.	Yes
11	Contact	Name of person submitting this Proposal:	Jim Peterson
12	Electronic Signature	Please check here for your electronic signature.	Yes

Line Items

#	Qty	UOM	Description	Response
1	1	EA	This is to notify you that RFP 13-091 "Auction Services for Lincoln Police Department to Dispose of Unclaimed/Abandoned Property" is available. Respondents are not required to respond to this line item. Please prepare your written response and return to our office as noted in the RFP specifications by the bid closing date and time.	\$0.00

Item Notes: Enter a zero "0" for the response.

Supplier Notes:

Response Total: \$0.00

**REQUEST FOR PROPOSALS
AUCTION SERVICES FOR LINCOLN POLICE DEPARTMENT
TO DISPOSE OF UNCLAIMED/ABANDONED PROPERTY
RFP 13-091**

1. GENERAL INFORMATION

- 1.1 It is the intent of the City of Lincoln to contract with one or more professional auctioneers to conduct auctions and related asset recovery services as may be required during the term of the contract(s).
 - 1.1.1 Unclaimed/Abandoned Property Auction Services
 - 1.1.2 May also include vehicles.
- 1.2 Upon contract execution by both parties, the contract shall be in effect for a period of one (1) year with the option to renew for three (3) additional one (1) year periods.
- 1.3 The selling conditions for all auctions are "AS IS, WHERE IS".
- 1.4 Each firm agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status.
 - 1.4.1 Auctioneer(s) will be required to comply with the provisions of the City's Affirmative Action Policy.
 - 1.4.2 The City's Equal Opportunity Officer will determine compliance or non-compliance with the City's Affirmative Action Policy upon a complete and substantial review of Auctioneer's equal opportunity policies, procedures and practices.
- 1.5 By submitting this proposal, the firm certifies that the commission rates and prices contained in the proposal have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such commission rates or prices with any other firm or with any competitor; unless otherwise required by law, the commission rates and prices which have been quoted in this proposal have not been knowingly disclosed by the firm directly or indirectly to any other firm or to any competitor prior to the City receiving the proposals ; and no attempt has been made, or will be made, by the firm to induce any person or firm to submit, or not to submit, a proposal for the purpose of restricting competition.
- 1.6 It is the express intent of the parties to any agreement reached as a result of this process that such agreement shall not create an employer-employee relationship; and that the Auctioneer(s), any employees of the Auctioneer(s) any persons acting on behalf of the Auctioneer(s) shall be deemed to be an independent contractor during the entire term of the resultant agreement.
- 1.7 Auctioneer(s) shall not accept or offer gifts or anything of value, nor enter into any business arrangements with, any employee or official of the City of Lincoln with regard to the performance of the contract; and no employee or official of the City of Lincoln shall have personal financial interest in the contract.
- 1.8 The laws of the State of Nebraska shall govern the rights, obligations, and remedies of the parties under this proposal and any agreement reached as a result of this process.
- 1.9 The terms and conditions of the contract(s) may be reviewed periodically as either party desires.
 - 1.9.1 Any modifications to the original contract for auctioneer services must be properly documented by mayoral change order, as an attachment to the original contract.
- 1.10 The auctioneer shall not sell, assign, transfer or convey any interest in the contract, in whole or in part, without prior written consent of the City of Lincoln.
- 1.11 All reports and supporting documents of all auctions that contain detailed records of auction proceedings shall become the property of the City of Lincoln.
- 1.12 If Vendor has any deviations to the minimum specifications outlined herein, they must attach a written explanation for each in the Response Attachment section of the E-bid.

- 1.13 The Vendor and/or subcontractor shall not commence work under this agreement until the company has obtained all insurance required in the "Insurance Requirements" to be used for all City Contracts," and such insurance has been approved by the City Attorney.
 - 1.13.1 See the "Insurance Requirements" under the Attachment section of the e-bid.
 - 1.13.2 All certificates of insurance shall be filed with the City on the standard **Accord Certificate of Insurance** form showing the specific limits of insurance coverage required and showing City of Lincoln as named additional insured.
 - 1.13.2.1 The Insurance shall insure the City from any and all demands, claims, causes of action at law or inequity resulting from the performance of the services.

2. **SUBMITTAL REQUIREMENTS**

- 2.1 Vendors must submit an electronic response on the City/County Purchasing E-bid System and a written proposal which will be received in the City of Lincoln/Lancaster County Purchasing Office prior to the date and time listed in the RFP.
 - 2.1.1 Proposals received after the specified day and hour will be considered null and void and will not be accepted.
 - 2.1.2 Three (3) copies of each proposal should be submitted to the attention of Suzanne Siemer, Assistant Purchasing Agent for the City of Lincoln/Lancaster County.
 - 2.1.3 Proposals shall be submitted in a sealed envelope clearly indicating the Auction Services for the Lincoln Police Department RFP 13-091" and your company name.
- 2.2 Proposers must also complete the electronic portion of this proposal on the E-bid system.
 - 2.2.1 In order for this electronic notification to submit, enter a zero (0) for your response in this line item.
 - 2.2.2 The electronic response of this proposal will include information such as addendums and acknowledgment of requirements.
 - 2.2.3 The electronic response will be printed and made a part of the proposal.
- 2.3 All inquiries regarding these specifications shall be directed via e-mail or faxed written request to Suzanne Siemer, Asst. Purchasing Agent (ssiemer@lincoln.ne.gov) or fax: (402) 441-6513.
 - 2.3.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda.
 - 2.3.2 Purchasing shall reply to written inquiries received within five (5) calendar days of Proposal opening.
 - 2.3.3 No direct contact is allowed between Vendor and other City staff throughout the bid process.
 - 2.3.3.1 Failure to comply with this directive may result in Vendor proposal being rejected.
- 2.4 The City reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities in proposals such as shall best serve the requirements and interests of the City.
- 2.5 Submit your firm's rates with the written proposal response outlining ALL fees and commissions on your company letterhead, indicating your schedule of commissions on a percent of gross proceeds basis.
 - 2.5.1 Your rates shall be submitted with the proposal response, but in a separate, sealed envelope clearly marked with your firm's name and this Project number.
 - 2.5.2 Proposals will be opened electronically, reading only the names of the firms submitting proposals.
 - 2.5.2.1 Fee and commission envelopes will not be publicly opened, but will be considered as part of the selection and negotiation process.
 - 2.5.3 All fees and commissions submitted as part of your proposal may be further negotiated during the selection and negotiation process.
- 2.6 Any material included in your proposal which is to be considered as confidential must be clearly marked as such by your firm; and such material will be treated as confidential by the City of Lincoln.

3. SCOPE OF SERVICES AND VENDOR REQUIREMENTS:

- 3.1 Unclaimed/abandoned property auctions per year estimated as follows:
 - 3.1.1 Approximately twelve (12) abandoned vehicle auctions.
 - 3.1.2 Approximately nine (9) abandoned bicycle auctions.
 - 3.1.3 Note: Several of the auctions may run concurrently.
- 3.2 The Auction Dates and time will be arranged by the Lincoln Police department.
- 3.3 The following auction services for unclaimed/abandoned property auctions shall be performed by the Auctioneer as essential elements of the contract:
 - 3.3.1 Advertise in local newspaper, Lincoln Journal/Star.
 - 3.3.1.1 Advertisement must run for five (5) days before the auction date.
 - 3.3.1.2 The expense of advertisement will be assessed to auction proceeds.
 - 3.3.2 Advertise the auction on the Proposer's Website.
 - 3.3.3 Register all bidders
 - 3.3.3.1 Registration record shall include bidder's name, address, telephone number and bidder number.
 - 3.3.3.2 At end of each auction, a copy of the registration record shall be supplied to the Lincoln Police Department for their records.
 - 3.3.4 Perform the following cashiering functions:
 - 3.3.4.1 Provide 2-part invoice for each lot/item sold for items purchased by individual bidder.
 - 3.3.4.2 Invoice shall include sale date, successful bidders name, bidder number, item description, gross selling price and tax paid.
 - 3.3.4.3 Provide successful bidder of vehicles with Nebraska Sales Tax Statement, given out at end of auction.
 - 3.3.4.4 The statement can serve as "two part invoice" for vehicles with the pink copy given to the police department.
 - 3.3.5 Provide "porta-potty" facility near auction area, expense to be assessed to auction proceeds.
 - 3.3.6 Collect all auction proceeds including taxes collected, total all invoices, prepare a final report of auction proceeds, and within ten (10) working days after each auction deliver to the Lincoln Police Department the final report and all auction proceeds, net of expenses, commission and taxes.
 - 3.3.6.1 The final report of auction proceedings shall include a statement itemizing all commissions, taxes and advertising expenses and indication of gross and net totals.
 - 3.3.6.2 Final report for unclaimed vehicle auctions shall be submitted separate form final report for unclaimed bicycles and property.
 - 3.3.6.3 Vehicles will have a minimum bid of \$100 and motorcycles will have a minimum bid of \$50.
 - 3.3.6.4 Any unsold item will be disposed of by the police department at no cost to Lincoln Police Department.
 - 3.3.7 Assume liability and responsibility for:
 - 3.3.7.1 Unpaid and/or bad checks accepted by Auctioneer in payment for lots/items auctioned.
 - 3.3.7.2 Remittance of all Nebraska sales and use taxes due for lots/items auctioned.
 - 3.3.8 Provide adequate personnel for clerical duties, conducting preview and auction services.

4. RIGHTS AND RESPONSIBILITIES OF LINCOLN POLICE DEPARTMENT

- 4.1 The following are the rights and responsibilities of the Lincoln Police Department associated with auctions:
 - 4.1.1 Provide auction site.
 - 4.1.2 Provide security personnel.
 - 4.1.3 Assist Auctioneer in general arranging and movement of lots/items at the auction site prior to auction.

- 4.1.4 All sales are subject to the approval of the Lincoln Police Department; and the Police Department reserves the right to withdraw from an auction any lot/item prior to the auction date, and to reject any bid at auction.
 - 4.1.4.1 Any bid item that is rejected by the Police Department will not be included in gross sales.

5. **QUALIFICATIONS OF AUCTIONEER**

- 5.1 Auctioneer shall have obtained City of Lincoln Permit to sell real or personal property at auction in accordance with L.M.C. Section 5.08.020
- 5.2 Auctioneer must demonstrate general auction experience.

6. **EVALUATION CRITERIA AND CONTRACT AWARD**

- 6.1 The evaluation criteria will consist of, but not be limited to the following factors:
 - 6.1.1 The ability, capacity and skill of the Vendor to handle the necessary elements to meet the requirements of the RFP.
 - 6.1.2 The ability, capacity and skill of the Vendor to understand the project and meet deadlines;
 - 6.1.3 Professional integrity, efficiency, character and judgement of the Vendor;
 - 6.1.4 Vendor's qualifications and prior experience for handling projects with similar scope and scale;
 - 6.1.5 The quality of Vendor's performance (management and technical) on projects;
 - 6.1.6 Firm's procedures and methods utilized to meet the Scope of Services and Vendor requirements; and
 - 6.1.7 The detailed price list.
- 6.2 If necessary, the selection committee shall interview at least two, but not more than four, of the vendors for additional consideration.
 - 6.2.1 Key staff members proposed to be involved with this project are requested to be in attendance at the interview.
 - 6.2.2 Firms submitting proposals are asked to make time available for interviewing.
- 6.3 Following a recommendation from the Selection Committee, a meeting with the top ranked firm(s) may be held to develop the final scope of work, negotiate terms, conditions and final compensation.
 - 6.3.1 If an agreement with the top ranked firm(s) cannot be reached, the negotiations with firm(s) shall be terminated.
 - 6.3.2 The negotiation procedure shall be repeated with each firm in the order of ranking, as long as factors for ranking have not changed, until an agreement is reached or until negotiations with all firms fail.
- 6.4 The award of contract(s) will be made to the most qualified firm(s) utilizing the above criteria and as a result of negotiations.
 - 6.4.1 The determination of most qualified firm(s) rests solely with the City of Lincoln.

7. **REFERENCES**

- 7.1 The bidder shall submit references for their company and any subcontractors in the Response Attachment section of the e-bid which includes a minimum of the following:
 - 7.1.1 Number of years of experience in similar type of work.
 - 7.1.2 Two references with contact information for communities or businesses in which the Vendor provides Auction Services similar in scope and scale as those outlined in these specifications.