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LANCASTER COUNTY  
CLERK

**CONTRACT DOCUMENTS**

**CITY OF LINCOLN, NEBRASKA,  
LANCASTER COUNTY,  
LINCOLN - LANCASTER COUNTY  
PUBLIC BUILDING COMMISSION**

**RFP for Online and On Site Auctioneer Services  
Bid No. 14-215**

**Stock Auction Company  
210 Beaver St.  
St. Edward, NE 68660  
402.678.2411**

**CITY OF LINCOLN-LANCASTER COUNTY, NEBRASKA and  
LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION  
CONTRACT TERMS**

THIS CONTRACT, made and entered into by and between Stock Auction Co., 210 Beaver St., St. Edward, NE 68660, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, and the Lincoln-Lancaster County Public Building Commission hereinafter called the "Owners".

WHEREAS, the Owners have 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:

**RFP for Online and On Site Auctioneer Services, Bid No. 14-214**

and,

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

WHEREAS, the Owners, 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 Owners have 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 Owners' award of this Contract to the Contractor, such award being based on the acceptance by the Owner of the Contractor's Proposal, or part thereof, as follows:

**Agreement to full proposal.**

2. The Owners agree 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 Owners:

**The City of Lincoln, Nebraska, Lancaster County, and Lincoln-Lancaster County Public Building Commission, will pay for products/services, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract for a total of 6% of gross sales for both Online and On Site Auctions.**

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 Owners 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 Owners 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 Owners and employees of the Owners shall not be deemed to be employees of the Contractor. The Contractor and the Owners shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owners' 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. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln, Lancaster County, Nebraska and Lincoln-Lancaster County Public Building Commission. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions or any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the City" or "the County" or "Building Commission") it shall mean the "Owners" encompassing the City of Lincoln, Lancaster County and Lincoln-Lancaster County Building Commission.

8. Period of Performance. This Contract shall be effective upon execution by all parties. The term of the contract is a one (1) year term with the option for three (3) additional one (1) year renewals..
9. The Contract Documents comprise the Contract, and consist of the following:
  1. Contract Terms
  2. Accepted Proposal\Supplier Response
  3. Supplier Attachments
  4. Specifications
  5. Addendums No.'s 1, 2, and 3
  6. Instructions to Proposers
  7. Notice to Proposers

The herein above mentioned Contract Documents form this Contract and are a part of the Contract as if hereto attached.

The Contractor and the Owners 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 Owners do hereby execute this contract.

**EXECUTION BY THE CITY OF LINCOLN, NEBRASKA**

ATTEST:

Teresa J. Meier  
City Clerk



CITY OF LINCOLN, NEBRASKA

[Signature]  
Mayor

Approved by:

Executive No. 197568

dated 10-2-14

**LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION**

Attest:

Don W. Tarte  
Public Building Commission Attorney

[Signature]  
Chairperson, Public Building Commission

dated 11-18-14

**EXECUTION BY LANCASTER COUNTY, NEBRASKA**

Contract Approved as to Form:

Richard Johnson  
Deputy Lancaster County Attorney

The Board of County Commissioners of  
Lancaster, Nebraska

Deb Schorr  
Greg Snay  
James Hillman  
Jack [unclear]  
Anna B. [unclear]  
dated 10/14/14

**EXECUTION BY CONTRACTOR**

IF A CORPORATION:

ATTEST:

\_\_\_\_\_  
Secretary (SEAL)

Stock Realty & Auction Co  
Name of Corporation  
210 Beaver St. St. Edward NE  
(Address) 68610

By: Mark [unclear]  
Duly Authorized Official  
V.P.  
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

\_\_\_\_\_  
Name of Organization  
\_\_\_\_\_  
Type of Organization  
\_\_\_\_\_  
(Address)  
By: \_\_\_\_\_  
Member  
By: \_\_\_\_\_  
Member

IF AN INDIVIDUAL:

\_\_\_\_\_  
Name  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
Signature

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

Bid Information		Contact Information		Ship to Information
Bid Creator	Shelly Hinze, Buyer	Address	Purchasing	Address
Email	rhinze@lincoln.ne.gov		440 S. 8th St.	
Phone	1 (402) 441-8313		Lincoln, NE 68508	
Fax	1 (402) 441-6513	Contact	Vince Mejer	Contact
			Purchasing Agent	
Bid Number	14-215 Addendum 3	Department		Department
Title	RFP for Online and On Site Auctioneer Services	Building		Building
Bid Type	RFP		Suite 200	Floor/Room
Issue Date	08/12/2014	Floor/Room		Telephone
Close Date	8/29/2014 12:00:00 PM CT	Telephone	1 (402) 441-8314	Fax
Need by Date		Fax	1 (402) 441-6513	Email
		Email	vmejer@lincoln.ne.gov	

### Supplier Information

Company Stock Auction Co.  
 Address 210 Beaver St  
  
 St Edward, NE 68660  
 Contact Mark Stock  
 Department  
 Building  
 Floor/Room  
 Telephone 1 (402) 678-2411  
 Fax 1 (402) 678-2511  
 Email mstock@stockra.com  
 Submitted 8/29/2014 10:06:39 AM CT  
 Total \$0.00

Signature \_\_\_\_\_

### Supplier Notes

### Bid Notes

Please follow the instructions in the Specifications on submitting your proposal. Thank you.

### 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	Contract Term	I acknowledge that the term of the contract is for a one (1) year term with the option for three (3) additional one (1) year renewals from the date of the executed contract.	Yes
4	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
5	Proposal Submission	I have prepared and delivered/mailed to the City Purchasing Agent one (1) original and five (5) copies of my proposal along with one USB electronic version as requested in the Specifications.	Yes
6	Contact	Name of person submitting this bid:	Stock Realty & Auction Co. a/k/a Stock Auction Co and Big Iron Online Auctions by Mark Stock, President
7	Electronic Signature	Please check here for your electronic signature.	Yes
8	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
9	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
10	Agreement to Addendum No. 3	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

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Line Items

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#	Qty	UOM	Description	Response
1	1	EA	Request for Proposal for Online and On-Site Auctioneer Services	\$0.00

Please prepare your written response and return your proposal to our office 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 402-441-8314.

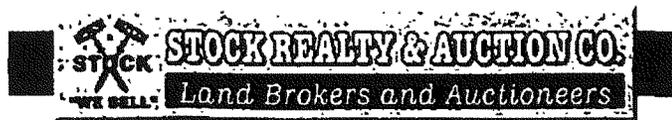
Item Notes:

Supplier Notes:

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Response Total: \$0.00

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1-800-WE SELL 8  
www.stockra.com  
PO Box 181 – St. Edward, NE 68660  
402-678-2411 – 402-678-2511 (fax)

August 29, 2014

City of Lincoln/Lancaster County  
Attn: Purchasing  
440 S. 8<sup>th</sup> St.  
Lincoln, NE 68508

**RE: RFP 14-215 Auctioneer Services**

Dear Mr. Vince Mejer, Purchasing Agent,

Thank you for allowing Stock Realty & Auction Company to submit this bid proposal for Auctioneering Services.

We are submitting this bid with two auction options City of Lincoln/Lancaster County can utilize throughout the contract period. For definition purposes, Stock Realty & Auction Co. throughout this proposal will be identified as Stock and City of Lincoln/Lancaster County will be identified as CITY.

**Option 1. Traditional On Site Auction Straight Commission**

Stock will conduct the CITY auctions for 6.0% of the gross sale. CITY will reimburse Stock for advertising, postage, live internet bidding and auction catalogs. Stock will advertise the sale conduct the auction and the distribution of vehicle titles. CITY will receive an itemized list of equipment sold, copies of all advertising invoices and the auction sales proceeds less commission within 10 business days after the sale. Recent auction settlement statements are attached. No buyer's premiums will be charged.

**Option 2. Online Auction with Big Iron**

*6.0% Per Mark Hank  
9/9/14*

CITY will use Bigiron.com online auctions for 7.0% of the gross sale. Online auctions are conducted on Wednesdays of every month unless date is a holiday. The Big Iron auction agreement is attached. A recent auction settlement is also attached. CITY will not have to deliver equipment as it can stay at the designated seller's location until picked up by the purchaser. CITY can determine if they want to invest in the \$250, \$500 or \$1,000 advertising fee per auction event. There will be no other fees assessed to the seller. No buyer's premiums will be charged. Big Iron is owned by Stock Realty & Auction Co. Attached is the auction schedule for the fourth quarter 2014 Big Iron auctions and the participation deadlines.

Note about Buyer Premiums. Buyer premiums were new to the industry a few years ago and now the auction buyer has figured out how to manage the extra fee. An example: A buyer has 5,000 to spend on an item, with a 10% buyers premium, they stop bidding at 4,500 and the seller nets 4,500. Now, the same buyer on Big Iron can bid up to 5,000. Deduct seven percent commission from the seller's proceeds and the seller nets 4,650. The first time a bidder was introduced to the buyer's premium, they didn't understand how it worked and were extremely upset when an extra 500 was added to their purchase price. They were paying extra for the service so if the item wasn't exactly like they wanted it to be, they really had a reason to complain. Big Iron doesn't penalize a buyer for bidding on an item.

We have based our proposal on the information available, and are anxious to discuss this personally. We remain flexible and open to any suggestions regarding the services you require. If you have any questions please call Mark Stock at 402-276-2077. Once again we thank you for the opportunity to present you with this proposal.

Sincerely,

Mark F. Stock, President  
STOCK REALTY & AUCTION COMPANY



1-800-937-3558

www.bigiron.com

City of Lincoln/Lancaster County  
Online Auction Sales Listing Agreement

This Sales Listing Agreement is by and between City of Lincoln/Lancaster County hereinafter referred to as the Seller, and Big Iron. The seller authorizes Big Iron to sell seller's equipment on Big Iron Online Unreserved Timed Internet Auctions

This agreement to remain in force as per the terms as stated in the RFP for Auctioneer Services dated \_\_\_\_\_

Both the Seller and Big Iron agree to the following:

1. Advertising: Auctions will be promoted through Big Iron and advertised through Internet, Newspaper, Radio, Trade Shows, Bulk Mailing, Bulk Emailing, and Major Trade Publications, your item may be listed to draw attention to the auction. The following applies to sale bill advertising per each weekly auction as seller's descretion.

- To list equipment with other equipment there is NO additional charge.
- To list equipment with your name and phone number separate from all other items the cost is \$250.00.
- To list equipment with your name, phone number and a picture separate from all other items the cost is \$500.00.
- To list 10 or more pieces of equipment with your name, phone number and a picture separate from all other items the cost is \$1,000.00.

2. Representation: Seller will allow Big Iron to use Seller's name as it appears above and phone number in all advertising. Seller agrees to answer questions on repair history and condition of equipment from potential buyers.

Contact Name: To be determine by City of Lincoln. Person most familiar with the item(s) selling are recommended

Contact Phone Number: \_\_\_\_\_

3. Exclusive Listing: The equipment will be listed for sale exclusively and solely with Big Iron. Seller agrees that during the time the equipment is listed and until the equipment is SOLD, Seller will withdraw the equipment from any other selling services.

4. Service Fee: A <sup>6.9%</sup> service fee (commission) will be deducted from the sale proceeds at the time of final settlement:

5. Unreserved Auction Terms: Seller understands and acknowledges that they are extending an irrevocable offer to sell the equipment to the highest bidder. Seller may not set a reserve price for their equipment. This shall be an absolute auction. No minimums, no reserves, no buybacks, no one bidding for the Seller. Seller will not use an alias to place bids on any of Seller's equipment. Seller will not have anyone else place bids on Seller's behalf.

6. Withdrawal of equipment: Though not encourage, the equipment may be withdrawn from the auction once the items are posted for sale. The equipment must remain at the location advertised.

7. Release of Item(s): Buyer must provide seller a paid invoice or seller may contact Big Iron to ensure payment has been received. Seller will have the equipment ready for transportation and release it to buyer.

8. Disbursement of Funds: When your equipment is sold and the transaction closes satisfactorily, Big Iron agrees to disburse any monies due to Seller, less fees within 14 business days after the date of sale.

9. Collapsed Sale: A Collapsed Sale shall be a sale that for any reason may become null and void. Big Iron reserves the right to collapse any sale between the Seller and a Buyer for any reason and may return any or all funds to the buyer.

10. Right to Refuse: Big Iron reserves the right to refuse any piece of equipment for any reason.

11. **Preparation of Equipment:** In getting the equipment presentable for potential buyer's pre buy inspections, Big Iron recommends Seller does the following:

- a). Wash the machine, remove all mud, dirt, grease and other hazardous materials.
- b). Clean the engine compartment and operator's station.
- c). Have all attachments and accessories being sold with the equipment at the same location, ready for inspection.
- d). Have the keys available. Machine needs to start and operate, unless advertised that it will not run.
- e). Machines should have adequate fuel minimum of 20 gallons.
- f). **Sellers Option** - Perform all necessary maintenance and repairs; fix leaks, replace broken windows, broken or worn parts.
- g). **Sellers Option** - Paint, if necessary, and apply new decals.
- h). Provide a copy of maintenance records and major repairs performed.

12. **Setup Fee:** Stock will assist the City with moving the equipment to achieve maximum visibility and exposure to the public.

13. **Descriptions:** Seller will review the content of all descriptions of seller's equipment that will be posted on Big Iron's sale brochures, web site or any other printed material. Big Iron will verify that the unit Serial or VIN Number is correct and proof read any text descriptions, maintenance records, graphics or pictures that describe Seller's equipment.

14. **Soliciting Bids:** Seller agrees not to offer to sell, or sell any of Seller's equipment when in contact with any potential buyers. When fielding questions of potential buyers, the Seller will refer buyers to the Big Iron Sales Rep and/or the Big Iron web site [www.bigiron.com](http://www.bigiron.com) to submit their bids.

15. **Restrictions of Use:** From the time the Seller lists their equipment with Big Iron, until the buyer satisfactorily takes delivery of the equipment from the Seller's location, unless noted otherwise in the description, seller may not, operate, use, lease, rent, modify, damage or alter the equipment in any way.

16. **Buyer Default:** If the winning bidder does not make timely payment to Big Iron for the equipment purchased, the buyer shall be considered to be in Default. Big Iron will notify Seller when any piece of equipment is in Default. As the Seller of any piece of equipment that is subject to buyer default, the Seller shall have the following options:

**Option 1:** Big Iron will offer the equipment to the second highest bidder at the second highest bidder's last bid price. If the second highest bidder accepts, the equipment will be sold and the Seller will receive the sales proceeds based on the second highest bidder's last bid price, less fees within 14 business days of sale.

**Option 2:** Seller may re-list the equipment on Big Iron.

17. **Ownership Certification and Lien Searches:** The Seller represents that he has the legal right to sell the equipment that is listed for sale and gives Big Iron permission to carry out, at Big Iron's discretion, title and lien searches to investigate the existence of UCC financing statements on equipment at the Seller's expense. Seller agrees to pay Big Iron an Ownership Verification and Lien Search Fee if applicable. Big Iron shall not be required to conduct nor be responsible for the results of such title and lien searches. Seller agrees that the equipment is free and clear of all liens and encumbrances. Seller also warrants to Big Iron and to the buyer that the equipment will be sold with a good and marketable title at the time of sale. Seller will convey to buyer a good and marketable title. Seller agrees that they will warrant and defend, at Seller's expense, title to any equipment sold.

Does any item listed for this auction have a lien filed against it: YES  NO . If YES please complete Lien Holders info below.

Item	Lien Holder & Address	Phone Number

18. **Titles:** Before a titled item will be listed on the Big Iron auction website, seller agrees to deliver to Big Iron evidence of title to the vehicles or equipment being sold. Evidence of title shall include but not be limited to the original Department of Motor Vehicle title, manufactures certificate of origin and any other documents required to transfer title of the equipment to any buyer. Prior to delivery, Seller will endorse titles and documents by signature or power of attorney as required so the buyer may properly register and license vehicle or equipment sold. If said title is not received before the advertising deadline, the titled item will be sold on the next available Big Iron Auction in accordance with the advertising deadlines as set by Big Iron.

20. **Jurisdiction and Venue:** This agreement shall be binding and effective when signed by a representative of Stock Realty and Auction Company, doing business as Big Iron, and shall be deemed to have been made in Nebraska and shall be governed and construed in accordance with the laws of the State of Nebraska. Seller knowingly and voluntarily consents and submits to the

jurisdiction of the State Courts of Nebraska for the purposes of adjudicating the rights and liabilities of the parties pursuant to this agreement.

**Seller Information:**

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

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

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

**Exact Equipment Location (911 Address Please):**

Address: \_\_\_\_\_ Inside City Limits  Yes  No

City: \_\_\_\_\_ Loading Dock Available  Yes  No

County: \_\_\_\_\_ Assist with Loading  Yes  No

State: \_\_\_\_\_ If yes, is there a loading charge? \$ \_\_\_\_\_

Zip: \_\_\_\_\_ Number of Items at the Location \_\_\_\_\_

Equipment Descriptions: See attached description sheet

**Sale Settlement Information:**

Name to appear on settlement check: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

*Owner agrees to have all property free and clear of liens and mortgages. Owner must pay accelerated personal property taxes prior to auction date.*

I agree to Big Iron's Sale Terms & Conditions. By signing below, I acknowledge my request to list the equipment with Big Iron in accordance with Big Iron's Sale Terms & Conditions.

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

Big Iron: 1-800-WE SELL 8

Owner: \_\_\_\_\_ Sales Agent: \_\_\_\_\_

Owner: \_\_\_\_\_ Agents Phone: \_\_\_\_\_