

NOTICE OF AWARD EXTENSION-4954-22-SH

October 6, 2021

Graig Medvesk  
The Auction Team  
1610 Hwy 50  
Grand Junction, CO 81503

**SOLICITATION DESCRIPTION: FIRST (OF THREE) ANNUAL EXTENSION FOR  
RFP-4928.20-SH  
Local Auction Services**

Dear Mr. Medvesk,

You are hereby notified that your firm's contract has been extended for Local Auction Services for the City of Grand Junction as needed from **January 1, 2022 through December 31, 2022.**

This extension continues to include the same terms and conditions of the original contract. The contract has been established using the Scope of Service in the formal solicitation.

Commission rates remain as follows:

- 10% for each vehicle/equipment, not to exceed \$750 per item
- 25% for all other surplus and police confiscated items

If you have any questions or need to discuss this extension, please call me at 244-1513.

Sincerely,  
Susan J. Hyatt, C.P.M., CPPB  
City of Grand Junction  
Purchasing Division

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**SUPPLIER ACKNOWLEDGEMENT**

Receipt of this Extension is hereby acknowledged:

Contractor: The Auction Team  
By: Graig Medvesk  
Title: President/owner  
Date: 10-15-21



CITY OF GRAND JUNCTION/MESA COUNTY, COLORADO

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CONTRACT

This CONTRACT made and entered into this 2nd day of December, 2020 by and between the City of Grand Junction, a government entity in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "Owner" and The Auction Team, hereinafter in the Contract Documents referred to as the "Contractor."

The Contractor shall perform the work set forth and described by the Solicitation Documents and known as Local Auction Services RFP-4828-20-SH.

The Contractor shall be paid in accordance with the fee schedule set forth in the Solicitation Documents incorporated by this reference. To receive payment, Contractor will deduct commission from items sold at public auction. The Contractor shall provide a detailed consignment sales/auction recap report containing the property description, actual sale price and commission for each line item.

The Contractor shall be paid by the Owner a commission per the following fee schedule:

- 10% for each vehicle/equipment, not to exceed \$750 per item
- 25% for all other surplus and police confiscated items

The amount of the Contract Price is and has heretofore been appropriated by the Owner for the use and benefit of this Project. The Contract Price shall not be modified except by Change Order or other written directive of the Owner. The Owner shall not issue a Change Order or other written directive which requires additional work to be performed, which work causes the aggregate amount payable under this Contract to exceed the amount appropriated for this Project, unless and until the Owner provides Contractor written assurance that lawful appropriations to cover the costs of the additional work have been made.

Contract Administrator for the Owner is Shane O'Neill, 970-244-1433, shaneo@gjcity.org.

Contract Administrator for the Contractor is Graig Medvesk, 970-629-9520, graig@theauctionteam.com.

The term of this Contract shall be from January 1, 2021 to December 31, 2022. Upon mutual agreement, this contract may be renewed up to three additional one year periods.

Contractor shall provide the insurance bonds and indemnities required in the Solicitation Documents.

Contract Documents: It is agreed by the parties hereto that the following list of instruments, drawings, and documents which are attached hereto, bound herewith, or incorporated herein by reference constitute and shall be referred to either as the "Contract Documents" or the "Contract", and all of said instruments, drawings, and documents taken together as a whole constitute the Contract between the parties hereto, and they are fully a part of this agreement as if they were set out verbatim and in full herein:

The order of contract document governance shall be as follows:

- a. The body of this contract agreement
- b. Solicitation Documents for the Project; **RFP-4828-20-SH Local Auction Services**
- c. Contractors Response to the Solicitation

IN WITNESS WHEREOF, City of Grand Junction, Mesa County, Colorado, has caused this Contract to be subscribed and sealed and attested in its behalf; and the Contractor has signed this Contract the day and the year first mentioned herein.

**CITY OF GRAND JUNCTION, COLORADO**

DocuSigned by:  
 By: Shane O'Mill  
 Title: Business Analyst

12/15/2020 | 10:03 MST  
 Date

**THE AUCTION TEAM**

DocuSigned by:  
 By: Graig Nabe  
 Title: President

12/15/2020 | 08:37 MST  
 Date







**Request for Proposal  
RFP-4828-20-SH**

**LOCAL AUCTION SERVICES**

**RESPONSES DUE:**

October 21, 2020 prior to 2:30 P.M. Local Time

**Accepting Electronic Responses Only**

**Responses Only Submitted Through the Rocky Mountain E-Purchasing System (RMEPS)**

**[www.bidnetdirect.com/colorado](http://www.bidnetdirect.com/colorado)**

**(Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor MUST contact RMEPS to resolve issue prior to the response deadline. 800-835-4603)**

**PURCHASING REPRESENTATIVE:**

Susan Hyatt  
susanh@gjcity.org  
970-244-1513

This solicitation has been developed specifically for a Request for Proposal intended to solicit competitive responses for this solicitation, and may not be the same as previous City of Grand Junction solicitations. All offerors are urged to thoroughly review this solicitation prior to submitting. Submittal by **FAX, EMAIL or HARD COPY IS NOT ACCEPTABLE** for this solicitation.

# **REQUEST FOR PROPOSAL**

## **Local Auction Services**

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## REQUEST FOR PROPOSAL

### **SECTION 1.0: ADMINISTRATIVE INFORMATION & CONDITIONS FOR SUBMITTAL**

- 1.1 Issuing Office:** This Request for Proposal (RFP) is issued for the City of Grand Junction (Owner) on behalf of the General Services Department. All contact regarding this RFP is directed to:

**RFP Questions:**

Susan Hyatt

[susanh@gjcity.org](mailto:susanh@gjcity.org)

The City would like to remind all Contractors, Sub-Contractors, Vendors, Suppliers, Manufacturers, Service Providers, etc. that (with the exception of Pre-Bid or Site Visit Meetings) all questions, inquiries, comments, or communication pertaining to any formal solicitation (whether process, specifications, scope, etc.) must be directed (in writing) to the Purchasing Agent assigned to the project, or Purchasing Division. Direct communication with the City assigned Project Managers/Engineers is not appropriate for public procurement prior to award, and may result in disqualification.

- 1.2 Purpose:** The purpose of this RFP is to obtain proposals from qualified professional firms or individuals to provide local auction services as needed. Online auction services are not part of this solicitation.
- 1.3 Compliance:** All participating Offerors, by their signature hereunder, shall agree to comply with all conditions, requirements, and instructions of this RFP as stated or implied herein. Should the City omit anything from this packet which is necessary to the clear understanding of the requirements, or should it appear that various instructions are in conflict, the Offeror(s) shall secure instructions from the Purchasing Division prior to the date and time of the submittal deadline shown in this RFP.
- 1.4 Procurement Process:** Procurement processes shall be governed by the most current version of the City of Grand Junction [Purchasing Policy and Procedure Manual](#).
- 1.5 Submission:** Please refer to section 5.0 for what is to be included. Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website, [www.bidnetdirect.com/colorado](http://www.bidnetdirect.com/colorado). The uploaded response shall be a single PDF document with all required information included. This site offers both “free” and “paying” registration options that allow for full access of the City’s documents and for electronic submission of proposals. (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.) For proper comparison and evaluation, the City requests that proposals be formatted as directed in Section 4.0 “Preparation and Submittal of Proposals.” Submittals received that fail to follow this format may be ruled non-responsive. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. **800-835-4603**)



- 1.6 Altering Proposals:** Any alterations made prior to opening date and time must be initialed by the signer of the proposal, guaranteeing authenticity. Proposals cannot be altered or amended after submission deadline.
- 1.7 Withdrawal of Proposal:** A proposal must be firm and valid for award and may not be withdrawn or canceled by the Offeror for sixty (60) days following the submittal deadline date, and only prior to award. The Offeror so agrees upon submittal of their proposal. After award this statement is not applicable.
- 1.8 Addenda:** All Questions shall be submitted in writing to the appropriate person as shown in Section 1.1. Any interpretations, corrections and changes to this RFP or extensions to the opening/receipt date shall be made by a written Addendum to the RFP by the City. Sole authority to authorize addenda shall be vested in the City of Grand Junction Purchasing Representative. Addenda will be issued electronically through the Rocky Mountain E-Purchasing website at [www.bidnetdirect.com/colorado](http://www.bidnetdirect.com/colorado). Offerors shall acknowledge receipt of all addenda in their proposal. Addenda and solicitations are posted on the City's website, [www.gjcity.org/business-and-economic-development/bids](http://www.gjcity.org/business-and-economic-development/bids), for informational purposes.
- 1.9 Exception and Substitutions:** All proposals meeting the intent of this RFP shall be considered for award. Offerors taking exception to the specifications shall do so at their own risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, Offeror must state these exceptions in the section pertaining to that area. Exception/substitution, if accepted, must meet or exceed the stated intent and/or specifications. The absence of such a list shall indicate that the Offeror has not taken exceptions, and if awarded a contract, shall hold the Offeror responsible to perform in strict accordance with the specifications or scope of work contained herein.
- 1.10 Confidential Material:** All materials submitted in response to this RFP shall ultimately become public record and shall be subject to inspection after contract award. **"Proprietary or Confidential Information"** is defined as any information that is not generally known to competitors and which provides a competitive advantage. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information clearly identified with the words **"Confidential Disclosure"** and uploaded as a separate document shall establish a confidential, proprietary relationship. Any material to be treated as confidential or proprietary in nature must include a justification for the request. The request shall be reviewed and either approved or denied by the City. If denied, the proposer shall have the opportunity to withdraw its entire proposal, or to remove the confidential or proprietary restrictions. Neither cost nor pricing information nor the total proposal shall be considered confidential or proprietary
- 1.11 Response Material Ownership:** All proposals become the property of the City upon receipt and shall only be returned to the proposer at the City's option. Selection or rejection of the proposal shall not affect this right. The City shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to this RFP, subject to limitations outlined in the section titled "Confidential Material". Disqualification of a proposal does not eliminate this right.

- 1.12 Minimal Standards for Responsible Prospective Offerors:** A prospective Offeror must affirmably demonstrate their responsibility. A prospective Offeror must meet the following requirements:
- Have adequate financial resources, or the ability to obtain such resources as required.
  - Be able to comply with the required or proposed completion schedule.
  - Have a satisfactory record of performance.
  - Have a satisfactory record of integrity and ethics.
  - Be otherwise qualified and eligible to receive an award and enter into a contract with the City.
- 1.13 Nonconforming Terms and Conditions:** A proposal that includes terms and conditions that do not conform to the terms and conditions of this Request for Proposal is subject to rejection as non-responsive. The City reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its proposal prior to a determination by the City of non-responsiveness based on the submission of nonconforming terms and conditions
- 1.14 Open Records:** All proposals shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the proposal so identified by offer as such shall be treated as confidential by the City to the extent allowable in the Open Records Act.
- 1.15 Sales Tax:** City of Grand Junction is, by statute, exempt from the State Sales Tax and Federal Excise Tax; therefore, all fees shall not include taxes.
- 1.16 Public Opening:** Proposals shall be opened in the City Hall Auditorium, 250 North 5<sup>th</sup> Street, Grand Junction, CO 81501, immediately following the proposal deadline. Offerors, their representatives and interested persons may be present. Only the names and locations on the proposing firms will be disclosed. **NOTE: Due to COVID-19 City Hall may be closed to the public. If so, following normal operating procedure the names and location of proposing firms will be posted on the City's website.**

## SECTION 2.0: GENERAL CONTRACT TERMS AND CONDITIONS

- 2.1. Acceptance of RFP Terms:** A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgment of this condition shall be indicated on the Letter of Interest or Cover Letter by the autographic signature of the Offeror or an officer of the Offeror legally authorized to execute contractual obligations. A submission in response to the RFP acknowledges acceptance by the Offeror of all terms and conditions including compensation, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its proposal and the Owner's RFP requirements. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.
- 2.2. Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed in not less than triplicate by the Owner (Owner) and Contractor. Owner will provide the contract. By executing the contract, the Contractor represents that he/she has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by any

one, shall be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment and other items necessary for the proper execution and completion of the scope of work as defined in the technical specifications and drawings contained herein. All drawings, specifications and copies furnished by the Owner are, and shall remain, Owner property. They are not to be used on any other project, and with the exception of one contract set for each party to the contract, are to be returned to the owner on request at the completion of the work.

- 2.3. Permits, Fees, & Notices:** The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the work. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the work. If the Contractor observes that any of the Contract Documents are at variance in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be adjusted by approximate modification. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility and shall bear all costs attributable.
- 2.4. Responsibility for those Performing the Work:** The Contractor shall be responsible to the Owner for the acts and omissions of all his employees and all other persons performing any of the work under a contract with the Contractor.
- 2.5. Use of the Site:** The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents, and shall not unreasonably encumber the site with any materials or equipment.
- 2.6. Cleanup:** The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of work he shall remove all his waste materials and rubbish from and about the project, as well as all his equipment and surplus materials.
- 2.7. Protection of Persons & Property:** The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He shall erect and maintain, as required by existing safeguards for safety and protection, and all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Contractor in the execution of the work, or in consequence of the non-execution thereof by the Contractor, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or it shall make good such damage or injury in an acceptable manner.
- 2.8. Changes in the Work:** The Owner, without invalidating the contract, may order changes in the work within the general scope of the contract consisting of additions, deletions or other revisions. All such changes in the work shall be authorized by Change Order and shall be executed under the applicable conditions of the contract documents. A Change Order is a written order to the Contractor signed by the Owner issued after the execution

of the contract, authorizing a change in the work or an adjustment in the contract sum or the contract time.

- 2.9. Minor Changes in the Work:** The Owner shall have authority to order minor changes in the work not involving an adjustment in the contract sum or an extension of the contract time and not inconsistent with the intent of the contract documents.
- 2.10. Uncovering & Correction of Work:** The Contractor shall promptly correct all work found by the Owner as defective or as failing to conform to the contract documents. The Contractor shall bear all costs of correcting such rejected work, including the cost of the Owner's additional services thereby made necessary. The Owner shall give such notice promptly after discover of condition. All such defective or non-conforming work under the above paragraphs shall be removed from the site where necessary and the work shall be corrected to comply with the contract documents without cost to the Owner.
- 2.11. Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All amendments to the contract shall be made in writing by the Owner Purchasing Division.
- 2.12. Assignment:** The Offeror shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written approval from the Owner.
- 2.13. Compliance with Laws:** Proposals must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements.
- 2.14. Confidentiality:** All information disclosed by the Owner to the Offeror for the purpose of the work to be done or information that comes to the attention of the Offeror during the course of performing such work is to be kept strictly confidential.
- 2.15. Conflict of Interest:** No public official and/or Owner employee shall have interest in any contract resulting from this RFP.
- 2.16. Contract:** This Request for Proposal, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute a contract equally binding between the Owner and Offeror. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, including the Proposal documents. The contract may be amended or modified with Change Orders, Field Orders, or Addendums.
- 2.17. Project Manager/Administrator:** The Project Manager, on behalf of the City, shall render decisions in a timely manner pertaining to the work proposed or performed by the awarded Contractor. The Project Manager shall be responsible for approval and/or acceptance of any related performance of the Scope of Services.
- 2.18. Contract Termination:** This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) acceptance of services or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty days past notification.

- 2.19. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Offeror, by submitting a Proposal, agrees to the following conditions:
- 2.19.1.** The Offeror shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Offeror. The Offeror agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - 2.19.2.** The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, shall state that such Offeror is an Equal Opportunity Employer.
  - 2.19.3.** Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 2.20. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Offeror certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, *et.seq.* (House Bill 06-1343).
- 2.21. Ethics:** The Offeror shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the Owner.
- 2.22. Failure to Deliver:** In the event of failure of the Offeror to deliver services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure the services from other sources and hold the Offeror responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the Owner may have.
- 2.23. Failure to Enforce:** Failure by the Owner at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Owner to enforce any provision at any time in accordance with its terms.
- 2.24. Force Majeure:** The Offeror shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Offeror, unless otherwise specified in the contract.
- 2.25. Indemnification:** Offeror shall defend, indemnify and save harmless the Owner, State of Colorado, and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Offeror, or of any Offeror's agent, employee, subcontractor or supplier in the execution of, or performance

under, any contract which may result from proposal award. Offeror shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.

- 2.26. Independent Firm:** The Offeror shall be legally considered an Independent Firm and neither the Firm nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Firm, its servants, or agents. The Owner shall not withhold from the contract payments to the Firm any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the Firm. Further, the Owner shall not provide to the Firm any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.
- 2.27. Nonconforming Terms and Conditions:** A proposal that includes terms and conditions that do not conform to the terms and conditions of this Request for Proposal is subject to rejection as non-responsive. The Owner reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its proposal prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.
- 2.28. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- 2.29. Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the Owner.
- 2.30. Patents/Copyrights:** The Offeror agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Offeror for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this RFP.
- 2.31. Remedies:** The Offeror and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.32. Venue:** Any agreement as a result of responding to this RFP shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.
- 2.33. Expenses:** Expenses incurred in preparation, submission and presentation of this RFP are the responsibility of the company and can not be charged to the Owner.
- 2.34. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.
- 2.35. Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the City of Grand Junction/Mesa County budget approved by the City Council/Board of County Commissioners for the stated fiscal year only. State of Colorado

statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated City of Grand Junction/Mesa County fiscal year shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.

- 2.36. Collusion Clause:** Each Offeror by submitting a proposal certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all proposals shall be rejected if there is evidence or reason for believing that collusion exists among the proposers. The Owner may or may not, at the discretion of the Owner Purchasing Representative, accept future proposals for the same service or commodities for participants in such collusion.
- 2.37. Gratuities:** The proposer certifies and agrees that no gratuities, kickbacks or contingency fees were paid in connection with this contract, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this contract. If the proposer breaches or violates this warranty, the Owner may, at their discretion, terminate this contract without liability to the Owner.
- 2.38. Safety Warranty:** Offeror also warrants that the services performed shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970.
- 2.39. OSHA Standards:** All Offerors agree and warrant that services performed in response to this invitation shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the services do not conform to OSHA Standards, the Owner may require the services to be redone at no additional expense to the Owner.
- 2.40. Performance of the Contract:** The Owner reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the Owner in the event of breach or default of resulting contract award.
- 2.41. Benefit Claims:** The Owner shall not provide to the Offeror any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Owner for its employees.
- 2.42. Default:** The Owner reserves the right to terminate the contract immediately in the event the Offeror fails to meet delivery or completion schedules, or otherwise perform in accordance with the accepted proposal. Breach of contract or default authorizes the Owner to purchase like services elsewhere and charge the full increase in cost to the defaulting Offeror.
- 2.43. Multiple Offers:** Proposers must determine for themselves which product to offer. If said proposer chooses to submit more than one offer, THE ALTERNATE OFFER must be clearly marked "Alternate Proposal". The Owner reserves the right to make award in the best interest of the Owner.
- 2.44. Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the Owner. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating

agencies. All participating entities will be required to abide by the specifications, terms, conditions and pricings established in this Proposal. The quantities furnished in this proposal document are for only the Owner. It does not include quantities for any other jurisdiction. The Owner will be responsible only for the award for our jurisdiction. Other participating entities will place their own awards on their respective Purchase Orders through their purchasing office or use their purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The Owner accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate their specific delivery and invoicing instructions.

## **2.45. Definitions:**

- 2.45.1.** “Consultant” refers to the person, partnership, firm or corporation entering into an Agreement with the Owner for the services required and the legal representatives of said party or the agent appointed to act for said party in the performance of the service(s) contracted for.
- 2.45.2.** “Offeror” refers to the person or persons legally authorized by the Consultant to make an offer and/or submit a bid (fee) proposal in response to the Owner’s RFP.
- 2.45.3.** The term “Work” includes all labor necessary to produce the requirements by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.
- 2.45.4.** “Owner” is the City of Grand Junction/Mesa County, Colorado and is referred to throughout the Contract Documents. The term Owner means the Owner or his authorized representative. The Owner shall, at all times, have access to the work wherever it is in preparation and progress. The Contractor shall provide facilities for such access. The Owner will make periodic visits to the site to familiarize himself generally with the progress and quality of work and to determine, in general, if the work is proceeding in accordance with the contract documents. Based on such observations and the Contractor’s Application for Payment, the Owner will determine the amounts owing to the Contractor and will issue Certificates for Payment in such amounts, as provided in the contract. The Owner will have authority to reject work which does not conform to the Contract documents. Whenever, in his reasonable opinion, he considers it necessary or advisable to insure the proper implementation of the intent of the Contract Documents, he will have authority to require the Contractor to stop the work or any portion, or to require special inspection or testing of the work, whether or not such work can be then be fabricated, installed, or completed. The Owner will not be responsible for the acts or omissions of the Contractor, and sub-Contractor, or any of their agents or employees, or any other persons performing any of the work.
- 2.45.5.** “Contractor and/or Auctioneer” is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents. The term Contractor means the Contractor or his authorized representative. The Contractor shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Work, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. Contractor shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Contractor



shall not commence work without clarifying Drawings, Specifications, or Interpretations.

**2.45.6.** "Sub-Contractor is a person or organization who has a direct contract with the Contractor to perform any of the work at the site. The term sub-contractor is referred to throughout the contract documents and means a sub-contractor or his authorized representative.

**2.46. Public Disclosure Record:** If the bidder has knowledge of their employee(s) or sub-Bidders having an immediate family relationship with a Owner employee or elected official, the bidder must provide the Purchasing Representative with the name(s) of these individuals. These individuals are required to file an acceptable "Public Disclosure Record", a statement of financial interest, before conducting business with the Owner.

**2.47. Keep Jobs in Colorado Act:** Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works projects. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a). If Contractor claims it is entitled to a waiver pursuant to C.R.S. §8-17-101(1), Contractor shall state that there is insufficient Colorado labor to perform the work such that compliance with Article 17 would create an undue burden that would substantially prevent a project from proceeding to completion, and shall include evidence demonstrating the insufficiency and undue burden in its response.

Unless expressly granted a waiver by the Owner pursuant to C.R.S. §8-17-101(1), Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a).

**2.47.1.** "Public works project" is defined as:

- (a) any construction, alteration, repair, demolition, or improvement of any land, building, structure, facility, road, highway, bridge, or other public improvement suitable for and intended for use in the promotion of the public health, welfare, or safety and any maintenance programs for the upkeep of such projects
- (b) for which appropriate or expenditure of moneys may be reasonably expected to be \$500,000.00 or more in the aggregate for any fiscal year
- (c) except any project that receives federal moneys.

## SECTION 3.0: INSURANCE REQUIREMENTS

**3.1 Insurance Requirements:** The selected Firm agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Firm pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Firm shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Section by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

Firm shall procure and maintain and, if applicable, shall cause any Subcontractor of the Firm to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to The Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Firm pursuant to this Section. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise in the Special Conditions:

(a) Worker Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Contract, and Employers' Liability insurance with minimum limits of:

ONE MILLION DOLLARS (\$1,000,000) each accident,  
ONE MILLION DOLLARS (\$1,000,000) disease - policy limit, and  
ONE MILLION DOLLARS (\$1,000,000) disease - each employee

(b) General Liability insurance with minimum combined single limits of:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and  
ONE MILLION DOLLARS (\$1,000,000) per job aggregate.

The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

(c) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and  
ONE MILLION DOLLARS (\$1,000,000) aggregate

(d) Professional Liability & Errors and Omissions Insurance policy with a minimum of:

ONE MILLION DOLLARS (\$1,000,000) per claim

This policy shall provide coverage to protect the contractor against liability incurred as a result of the professional services performed as a result of responding to this Solicitation.

With respect to each of Consultant's owned, hired, or non-owned vehicles assigned to be used in performance of the Work. The policy shall contain a severability of interests provision. The policies required by paragraphs (b), and (c) above shall be endorsed to include the Owner and the Owner's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by Consultant. No additional insured endorsement to any required policy shall contain any exclusion for bodily

injury or property damage arising from completed operations. The Consultant shall be solely responsible for any deductible losses under any policy required above.

## SECTION 4.0: SPECIFICATIONS/SCOPE OF SERVICES

- 4.1. General/Background:** The City of Grand Junction is interested in obtaining a full range of local auction services for disposal of surplus property, equipment, vehicles, police confiscated items and other miscellaneous articles. The successful auctioneer must accept all surplus and confiscated items. The auctioneer will not be allowed to pick and choose items. The City of Grand Junction requires that all items be auctioned within eight (8) weeks after auctioneer is notified the City is ready to begin the auction process. Sales are not to be conducted at City locations unless otherwise authorized by the City. Online auction services are not part of this solicitation.
- 4.2. Special Conditions/Provisions:** The purpose of the resulting agreement is to provide local auction services by experienced, professional auctioneers. The awarded auctioneer shall conduct effective and professional auctions, which reflects a good public image for the City of Grand Junction. All auctions must be open to the general public. The auctioneer will be expected to perform all customary auction related duties including, but not limited to, presale advertising, consolidation and arrangement of items in the best sale order, tagging and assigning lot numbers, conducting the auction, selling and disposing of unsold items. The resulting contract will be non-exclusive, meaning the City reserves the right to use other means of disposal as deemed necessary.
- 4.3 Specifications/Scope of Services:** The following is a list of requirements the awarded auctioneer will be expected to perform.
- 4.3.1** Auctioneer must be insured per Section 3 above and continue to maintain insurance coverage through the term of the contract.
  - 4.3.2** Auctioneer is to auction items on an on-call, as required basis. Typically, two auctions are held each year, one in the Spring and one in the Fall.
  - 4.3.3** Auction site shall be determined by the awarded auctioneer and shall be approved by the City.
  - 4.3.4** Auctioneer shall transport all items from City locations to the auction site.
  - 4.3.5** Awarded auctioneer shall provide all necessary space, equipment, material, supervision and personnel to accomplish the transport and/or storage of property pending sale.
  - 4.3.6** Auctioneer shall provide complete documentation for each auction, along with a detailed summary of all items sold, including quantity and price. Auctioneer is responsible for complete accountability for collection of funds and the record of all transactions. Auctioneer shall provide detailed consignment sales/auction recap report containing the property description, actual sale price and commission for each line item.
  - 4.3.7** Auctioneer shall advertise each auction in the local newspaper and other known sites. Cost of advertisements and any other marketing expenses related to City auctions will be the responsibility of the awarded auctioneer.

- 4.3.8** Auctioneer is expected to work cooperatively with the City of Grand Junction personnel in preparing an auction, including but not limited to, pre-auction site visits to show property, scope of advertisement, and proposed auction date.
- 4.3.9** Auctioneer shall remit all sales proceeds to the City of Grand Junction Purchasing Office, less commission, within seven (7) business days of actual sale.
- 4.3.10** Disposal of items not sold shall be the responsibility of the awarded auctioneer. All costs associated with the disposal shall be the auctioneer's responsibility. The auctioneer shall document the disposal and return the documentation to the City.

**4.4 Term of Contract:** Contract shall be a two-year contract covering 2021 and 2022, with the option for three (3) annual renewals. The total length of this contract could conceivably be a span of five years.

**4.5 RFP Tentative Time Schedule:**

- |  |                          |
|--|--------------------------|
| • Request for Proposal available                 | September 21, 2020       |
| • Inquiry deadline, no questions after this date | October 9, 2020          |
| • Addendum issued (if needed)                    | October 13, 2020         |
| • Submittal deadline for proposals               | October 21, 2020         |
| • Owner evaluation of proposals                  | week of October 26, 2020 |
| • Final selection                                | week of November 2, 2020 |
| • Contract execution                             | early December           |
| • Work begins no later than                      | January 1, 2021          |

**4.6 Questions Regarding Scope of Services:**

Susan Hyatt, Senior Buyer  
[susanh@gjcity.org](mailto:susanh@gjcity.org)

## SECTION 5.0: PREPARATION AND SUBMITTAL OF PROPOSALS

**Submission:** Each proposal shall be submitted in electronic format only, and only through the BidNet website, [www.bidnetdirect.com/colorado](http://www.bidnetdirect.com/colorado). This site offers both "free" and "paying" registration options that allow for full access of the City's documents and for electronic submission of proposals. (Note: "free" registration may take up to 24 hours to process. Please Plan accordingly.) (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline; **800-835-4603**). For proper comparison and evaluation, the City requests that proposals be formatted as directed. The uploaded response to this RFP shall be a single PDF document with all required information included. Offerors are required to indicate their interest in this Project, show their specific experience and address their capability to perform the Scope of Services in the Time Schedule as set forth herein. For proper comparison and evaluation, the City requires that proposals be formatted **A to G**.

**A. Cover Letter:** Cover letter shall be provided which explains the Firm's interest in the project. The letter shall contain the name/address/phone number of the person who will serve as the firm's principal contact person with Owner's Contract Administrator and shall identify individual(s) who will be authorized to make presentations on behalf of the firm. The statement shall bear the signature of the person having proper authority to make formal commitments on behalf of the firm. By submitting a response to this solicitation the Contractor agrees to all requirements herein.

**B. Qualifications/Experience/Credentials:** Proposers shall provide their qualifications for consideration as a contract provider to the City of Grand Junction and include prior experience in auctioneering and auction services. Please state the number of auctioneers available for a typical auction. Include years of experience and list any professional certifications. Include any specialized services, fees, marketing avenues.

**C. Strategy and Implementation Plan:** Describe your firm's interpretation of the Owner's objectives with regard to this RFP. Describe the proposed strategy and/or plan for achieving the objectives of this RFP. The Firm may utilize a written narrative or any other printed technique to demonstrate his/her ability to satisfy the Scope of Services. The narrative should describe a logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described and the RFP objectives are accomplished. Include a **time schedule** for completion of your firm's implementation plan and an estimate of time commitments from Owner staff. Include a description of how you intend to transport items for auction.

**D. References:** Provide a minimum of three (3) **references** with their names, addresses and telephone numbers that can attest to your experience in projects of similar scope and size.

**E. Fee Proposal:** Provide your proposed commission using Solicitation Response Form found in Section 7.

**F. Additional Data (optional):** Provide any additional information that will aid in evaluation of your qualifications with respect to this project.

## SECTION 6.0: EVALUATION CRITERIA AND FACTORS

**6.1 Evaluation:** An evaluation team shall review all responses and select the proposal or proposals that best demonstrate the capability in all aspects to perform the scope of services and possess the integrity and reliability that will ensure good faith performance.

**6.2 Intent:** Only respondents who meet the qualification criteria will be considered. Therefore, it is imperative that the submitted proposal clearly indicate the firm's ability to provide the services described herein.

Submittal evaluations will be done in accordance with the criteria and procedure defined herein. The City reserves the right to reject any and all portions of proposals and take into consideration past performance, if available. The following parameters will be used to evaluate the submittals (in no particular order of priority). Definitions of each criterion is shown in parenthesis below each point.

- **Responsiveness of submittal to the RFP**  
(Contractor has submitted a proposal that is fully comprehensive, inclusive, and conforms in all respects to the Request for Proposals (RFP) and all of its requirements, including all forms and substance.)
- **Understanding of the project and the objectives**  
(Contractor's ability to demonstrate a thorough understanding of the City's goals pertaining to this specific project.)
- **Experience**  
(Firm's proven proficiency in the successful completion of similar projects.)
- **Necessary Resources/Capability**  
(Firm has provided sufficient information proving their available means to perform the required scope of work/service; to include appropriate bonding, insurance and all other requirements necessary to complete the project.)
- **Methodology & Implementation Plan**  
(Firm has provided a clear interpretation of the City's objectives in regard to the project, and a fully comprehensive plan to achieve successful completion. See Section 5.0 Item C. – Strategy and Implementation Plan for details.)
- **References**  
(Proof of performance in projects of similar scope and size from previous clients. See Section 5.0 Item E – References.)
- **Fees/Commissions**  
(All fees/commissions associated with the project are provided and are complete and comprehensive.)

The Owner will undertake negotiations with the top rated firm and will not negotiate with lower rated firms unless negotiations with higher rated firms have been unsuccessful and terminated.

City also reserves the right to take into consideration past performance of previous awards/contracts with the City of any vendor, contractor, supplier, or service provider in determining final award(s). The City will undertake negotiations with the top rated firm and will not negotiate with lower rated firms unless negotiations with higher rated firms have been unsuccessful and terminated.

**6.3 Oral Interviews:** The City may invite the most qualified rated proposers to participate in oral interviews.

**6.4 Award:** Firms shall be ranked or disqualified based on the criteria listed in Section 6.2. The City reserves the right to consider all of the information submitted and/or oral presentations, if required, in selecting the Consultant.

**SECTION 7.0: SOLICITATION RESPONSE FORM**  
**RFP-4828-20-SH Local Auction Services**

*Offeror must choose one of the commission methods and submit entire Form completed, dated and signed.*

**Commission will be paid only on proceeds collected:**

Vehicles and Equipment \_\_\_\_\_ %  
All Other Surplus or Confiscated Items \_\_\_\_\_ %  
Other (please state) \_\_\_\_\_ %

- OR -

**Commission for total selling price:**

For items selling between \$0 and \$200 \_\_\_\_\_ %  
For items selling between \$201 and \$400 \_\_\_\_\_ %  
For items selling between \$401 and \$700 \_\_\_\_\_ %  
For items selling between \$701 and \$1,000 \_\_\_\_\_ %  
For items selling between \$1,001 and \$2,000 \_\_\_\_\_ %  
For items selling between \$2,001 and \$4,999 \_\_\_\_\_ %  
For items selling between \$5,000 and \$7,999 \_\_\_\_\_ %  
For items selling between \$8,000 and \$10,000 \_\_\_\_\_ %  
For items selling over \$10,001 \_\_\_\_\_ %

The City reserves the right to accept any portion of the work to be performed at its discretion

The undersigned has thoroughly examined the entire Request for Proposals and therefore submits the proposal and schedule of fees and services attached hereto.

This offer is firm and irrevocable for sixty (60) days after the time and date set for receipt of proposals.

The undersigned Offeror agrees to provide services and products in accordance with the terms and conditions contained in this Request for Proposal and as described in the Offeror's proposal attached hereto; as accepted by the City.

Prices in the proposal have not knowingly been disclosed with another provider and will not be prior to award.

- Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.

- No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-903544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of \_\_\_\_\_ percent of the net dollar will be offered to the City if the invoice is paid within \_\_\_\_\_ days after the receipt of the invoice.

**RECEIPT OF ADDENDA:** the undersigned Contractor acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents.

State number of Addenda received: \_\_\_\_\_.

It is the responsibility of the Proposer to ensure all Addenda have been received and acknowledged.

\_\_\_\_\_  
Company Name – (Typed or Printed)

\_\_\_\_\_  
Authorized Agent – (Typed or Printed)

\_\_\_\_\_  
Authorized Agent Signature

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Address of Offeror

\_\_\_\_\_  
E-mail Address of Agent

\_\_\_\_\_  
City, State, and Zip Code

\_\_\_\_\_  
Date





Purchasing Division

**ADDENDUM NO. 1**

**DATE:** October 13, 2020  
**FROM:** City of Grand Junction Purchasing Division  
**TO:** All Interested Parties  
**RE:** Local Auction Services RFP-4828-20-SH

Bidders responding to the above referenced solicitation are hereby instructed that the requirements have been clarified, modified, superseded and supplemented as to this date as hereinafter described.

Please make note of the following:

1. **Question:** Who is the incumbent firm that provided auction services for the City under its last contract?  
**Answer:** The incumbent is Buster Cattles Auction Services.
2. **Question:** Where were previous auctions for the city held (including address)?  
**Answer:** See Section 4.3.3 of the original RFP document. Auction sites vary based on the schedule and activities of the awarded auctioneer.
3. **Question:** What pricing schedule did the incumbent firm use in their prior agreement with the City?  
**Answer:** The current rates are as follows:  
10% for each titled vehicle/equipment, not to exceed \$500 per item  
18% for each untitled vehicle/equipment, not to exceed \$500 per item  
24.75% for all other surplus and police confiscated items
4. **Question:** What were the gross sales for each of the city's auctions for the past 5 years?  
a. What were the gross sales for each auction by asset type (vehicles, equipment, seized property, other)?

**Answer:** Gross sales for past five years:

	Spring	Fall
2019	\$ 22,970	\$ 53,795
2018	\$ 38,060	\$ 15,758
2017	\$ 79,860	\$ 60,345
2016	\$ 52,325	\$ 78,855
2015	\$ 49,730	\$ 87,785

a. This information is not available.

5. **Question:** What were the number of lots for each of the city's auctions for the past 5 years?

- a. What were the number of lots for each auction by asset type (vehicles, heavy equipment, seized property, other)?

**Answer:** This information is unknown and is not available.

6. **Question:** For the past 5 years, what were the number of lots at each auction that sold for the following price points?

- a. Between 0 and 200 Dollars?
- b. Between 201 and 400 Dollars?
- c. Between 401 and 700 Dollars?
- d. Between 701 and 1000 Dollars?
- e. Between 1001 and 2000 Dollars?
- f. Between 2001 and 4999 Dollars?
- g. Between 5000 and 7999 Dollars?
- h. Between 8000 and 10000 Dollars?
- i. In excess of 10000 Dollars?

**Answer:** This information is unknown and is not available.

7. **Question:** How many registered bidders did each auction have for the past 5 years?

- a. Were all registered bidders in attendance in-person, or were some/all of the bidders in attendance over the internet via an internet pre-bid or simulcast auction?

**Answer:** This information is unknown and is not available.

8. **Question:** Section 2.7 states that the contractor shall comply with all, “applicable laws, ordinances, rules, regulations, and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss”. Since the city is still operating under a “partial shutdown” of offices due to the COVID-19 Outbreak:

- a. Who is responsible for developing procedures to comply with state or county public health orders, such as social distancing, hand sanitization, PPE, etc.
- b. Who is responsible for providing the equipment to comply with state or county public health orders?
- c. If the county or state continues to be under a full or partial shutdown due to COVID-19 or other public health emergency, Will the city consider expanding the scope of work for this contract to include online-only or simulcast bidding?

**Answer:** a. The awarded auctioneer.

b. The awarded auctioneer.

c. No.

9. **Question:** Did the city hold any auctions in 2020 in light of the COVID-19 public health emergency?

- a. If not, what is the current status of the assets that were to be sold?
  - i. If they were not sold, were they held for a 2021 auction?
  - ii. If they were sold, How were they liquidated? Were they liquidated via other methods such as online auctions or sealed bids?

**Answer:** There was an auction hosted in March 2020. Another one is planned for late in the Fall.

10. **Question:** Our firm does not have dedicated certificates of insurance, because our insurance is purchased and maintained by a parental corporate holding company. Does the city require insurance to be carried by the exact corporate entity that is submitting the bid?

**Answer:** Certificates of insurance must be provided prior to contract award. The chosen contractor shall ensure the City of Grand Junction is listed at the "Additional Insured". Your parent company may provide the certificate(s).

11. **Question:** Who is responsible for the payment and arrangement of transportation of assets from the point of origin to the auction site?  
**Answer:** See Sections 4.3.4 and 4.3.5 of the original RFP document.
12. **Question:** Who is responsible for the security and storage of assets between the time of delivery and the auction?
  - a. If the auctioneer is responsible for the storage of assets, is the auctioneer under any circumstances permitted to charge a storage fee to the City, such as if storage exceeds 1 week?**Answer:** The auctioneer is responsible for security and storage of assets. See Section 4.3.5 of the original RFP document. The auctioneer may not charge a storage fee to the City.
13. **Question:** What is the minimum and maximum number of days that the auctioneer is required to store items under 4.3.5 of the scope of work?  
**Answer:** There is no minimum or maximum as long as the eight week requirement in Section 4.1 is met. The auctioneer is expected determine what this time frame should be.
14. **Question:** What are the minimum requirements upon the contracted firm in regards to the number of personnel to conduct the auction?  
**Answer:** The auctioneer is expected to determine how many personnel are needed. The general thought is a proficient and professional auctioneer should know how many personnel are needed to perform necessary duties.
15. **Question:** What are the minimum requirements upon the contracted firm in regards to public safety?
  - a. If there is a significant crowd size, will the contracted firm be expected to provide EMT's for a medical emergency?
  - b. If there is a significant crowd size, will the contracted firm be expected to provide armed security or off-duty law enforcement protection?
  - c. In order to minimize the risk of personal injury, is the auctioneer permitted to restrict children under the age of 18 from the auction site?
  - d. Is the auctioneer permitted to open carry or concealed carry a personal firearm to protect auction funds, assuming it is legal to do so at the location site?**Answer:** The auctioneer is expected to determine these requirements for themselves.
16. **Question:** Who is responsible for generating the auction catalog?  
**Answer:** See Sections 4.2 and 4.3.7 of the original RFP document. The awarded auctioneer is responsible for all auction related activities under this contract.
17. **Question:** Who is responsible for photographing assets to be sold for the required marketing and advertising?  
**Answer:** See Sections 4.2 and 4.3.7 of the original RFP document. The awarded auctioneer is responsible for all auction related activities under this contract.

18. **Question:** Who is responsible for verifying that the auction catalog is present at the auction site?  
**Answer:** See Sections 4.2 and 4.3.7 of the original RFP document. The awarded auctioneer is responsible for all auction related activities under this contract.
19. **Question:** In the past five years, has the auction firm been required to sell firearms for the city?  
a. If yes, are you requiring the incumbent auctioneer to hold a Federal Firearms License?  
b. If yes, who is responsible for conducting the CBI background check?  
c. If yes, where is the place of transfer for the ATFE/CBI background checks?  
**Answer:** No.
20. **Question:** In the past five years, has the auction firm been required to sell any of the following assets:  
a. Personal Property Items with high risk of theft such as:  
i. Numismatics (coins)?  
ii. Paper Currency?  
iii. Philatelies (stamps)?  
iv. Gold or Silver Bullion (including coins)?  
v. Fine Jewelry containing gold, silver, diamonds, or other precious minerals?  
vi. Electronics such as: Cell Phones, Game Consoles, Tablets and, Laptop Computers?  
b. Personal Property Items that may be regulated at the state or federal level such as:  
i. Native American Art or Artifacts  
ii. Archeological items such as fossils  
iii. Taxidermy, animal derived products such as bear rugs, or items containing bird feathers?  
iv. Ivory or Bone-derived items?  
1. If so, who is responsible for ensuring that these items are legal to sell?  
v. Military Surplus, Para-military, aviation, or first responder items such as uniforms, armored vests, shields, batons, etc?  
vi. Health or Medical Devices, including child car seats, canes, walkers, wheelchairs and crutches?  
c. Personal Property at high risk of damage including:  
i. Pottery?  
ii. Glassware?  
iii. Televisions?  
iv. Scripophily (antique documents)?  
v. Fine Art?  
vi. Neon or other lighted electric signs?  
d. Items requiring specialty moving, rigging, or storage such as:  
i. Pool Tables?  
ii. Pianos and Organs?  
iii. Industrial Equipment?  
iv. Restaurant Equipment?  
v. Boats without Trailers?  
vi. Bicycles?  
vii. Bulk Materials such as pipe, brick, concrete, barriers  
viii. Recreational Vehicles, Buses, or Heavy Duty Trucks per 49 CFR 523.6

- e. Items subject to high risk of counterfeiting or reproduction such as:
  - i. Watches?
  - ii. Tin or Porcelain Signs?
  - iii. Celebrity Autographed items?
  - iv. Television / Movie / Music / Sports Memorabilia?
- f. Items subject to Software or Other Copyright Licensing Restrictions such as:
  - i. Desktop and Laptop Computers?
  - ii. Point of Sale Equipment?
  - iii. Movie, Television and Music Recordings?
  - iv. Computer Software Packages?
- g. Other Regulated items
  - i. Cannabis / CBD / Hash Oil Equipment
  - ii. Alcohol
  - iii. Tobacco Products
  - iv. Aircraft

**Answer:** a. No.

b. No.

c. No.

d. This information is unknown. If the equipment is needed, it is the responsibility of the auctioneer.

e. This information is unknown.

f. This information is unknown.

g. No.

21. **Question:** Who is responsible for ensuring that any personal property items are not under an active Consumer Product Safety Commission recall?

**Answer:** Personal property is not part of this contract.

22. **Question:** Who is responsible for researching and disclosing any open National Highway and Transportation Safety Administration recalls for motor vehicles?

**Answer:** Only City-owned motor vehicles are part of this contract and recalls would be handled prior to sale at auction. Any recalls issued after sale at auction would be handled as they are for any other used vehicle sold as is.

23. **Question:** In the past five years, has the auction firm been required to sell surplus titled motor vehicles for the City?

- a. If yes, are you requiring the incumbent auctioneer to hold a Colorado Used Auto Dealer's License?
- b. If yes, who is responsible for the verification of the vehicle's VIN number to the documentation?
- c. If yes, who is responsible for calculation of motor vehicle sales tax, and the preparation of the Standard Tax Receipt?
- d. If yes, are you requiring the incumbent auctioneer to issue emissions coupons for gasoline-powered vehicles sold to buyers within the emissions testing area?
- e. If yes, are you requiring the incumbent auctioneer to obtain a passing emissions test for diesel-powered vehicles sold to buyers within the diesel emissions testing area?
- f. If yes, who is responsible for obtaining a temporary registration tag for the buyers?
- g. If yes, who is responsible for the preparation of the sales documents (bill of sale, application for title, FTC buyer's guide) ?
- h. Who is responsible for verifying that the buyer has mandatory minimum insurance?

**Answer:** Yes, titled motor vehicles are sold at City auctions. The awarded auctioneer is responsible for all auction related activities under this contract.

24. **Question:** In the past five years, has the auction firm been required to sell seized, impounded, or abandoned motor vehicles for the City without a title?
- a. If yes, are you requiring the incumbent auctioneer to hold a Colorado Used Auto Dealer's License?
  - b. If yes, who is responsible for the verification of the vehicle's VIN number to the documentation?
  - c. If yes, who is responsible for the preparation of the sales documents (bill of sale) ?
  - d. Who is responsible for verifying that the buyer has mandatory minimum insurance?
  - e. Who is responsible for conducting an appraisal of the vehicle?
  - f. Who is responsible for determining that the vehicle is roadworthy?

**Answer:** No.

25. **Question:** What are the geographic requirements for the auction site?
- a. Can the Auction Site be located outside of the City of Grand Junction?
  - b. Can the Auction Site be located outside of Mesa County?
  - c. Can the Auction Site be located outside of the State of Colorado?

**Answer:** See Question 2 above.

- a. No.
- b. No.
- c. No.

26. **Question:** What are minimum requirements for the auction location?
- a. What is the minimum indoor square footage required by the city?
  - b. What is the minimum outdoor square footage required by the city?
  - c. Does any indoor space have minimum improvements (electricity, restrooms, seating, display fixtures, locked cages for high-theft items, jewelry cases, video display boards, Security Cameras, access control doors, food options)?
    - i. If so, what are they?
  - d. Does any outdoor space have minimum improvements (fencing, carports, paved surfaces, security cameras, guard sheds, etc)?

**Answer:** See Question 2 above.

- a. The City has no requirements for this – the awarded auctioneer is responsible for all auction related activities under this contract.
- b. The City has no requirements for this – the awarded auctioneer is responsible for all auction related activities under this contract.
- c. The awarded auctioneer is responsible for all auction related activities under this contract.
- d. The awarded auctioneer is responsible for all auction related activities under this contract.

27. **Question:** Regardless of the type of facility proposed by the auction company, Is the contracted firm expected to provide any or all of the following to meet the minimum requirements of this contract?
- a. An indoor facility
  - b. An outdoor space under a tent
  - c. Electricity
  - d. Internet Access

- e. Tables
- f. Chairs
- g. Jewelry Cases
- h. Carports, tents, or other coverings for vehicles

**Answer:** The awarded auctioneer is responsible for all auction related activities under this contract.

28. **Question:** In the past five years, has the auction firm been required to sell items seized or distrained by the City's finance department for failure to pay sales tax, such as restaurants?
- a. If so, does the finance department hold its own auctions, or are they incorporated into this general contract?

**Answer:** No.

29. **Question:** For all vehicles and heavy equipment previously owned by the city:
- a. Who is responsible for demarking the vehicles of any logos, seals, or other identifying information from decommissioned vehicles?
  - b. Who is responsible for removing restricted items such as radio equipment and emergency lights from vehicles?

**Answer:** The City's Fleet Services Division prepares vehicles for auction.

30. **Question:** For any asset sold by the city in the past five years?
- a. Have any vehicles been inoperable and required a tow truck to transport?
  - b. Have any pieces of heavy equipment been sold that were inoperable and/or could not be driven to the auction site?
  - c. Is the auctioneer required to provide appraisals or pre-auction estimates to the city?

**Answer:** a. Yes.  
b. Yes.  
c. No.

31. **Question:** For any vehicles or heavy equipment sold:
- a. Who is responsible for security of keys?
  - b. Is the contracted auctioneer required to provide one or more "preview days" prior to the auction?
  - c. Is the contracted auctioneer required to develop a "check out system" for keys to be loaned out during any preview periods?
  - d. Is the contracted auctioneer required to permit the public to test drive vehicles?
    - i. If so, under what circumstances?
  - e. Is the contracted auctioneer required to demonstrate the operational ability of vehicles and/or heavy equipment by driving them through a lane, or is selling them from a parked, stationary position sufficient?
  - f. Is an online video demonstration in lieu of an in-person public preview within the minimum scope of work for this project?

**Answer:** a. The awarded auctioneer is responsible for all auction related activities under this contract.

b. No.

c. The awarded auctioneer is responsible for all auction related activities under this contract.

d. No.

e. There is no requirement for the auctioneer to demonstrate the operational ability of vehicles prior to sale.

f. No.

32. **Question:** Scope of Work Item 4.1 prohibits auctions to be held at “city locations with permission of the city”. Does this prohibition on “City Locations” extend to:

- a. The Grand Junction Regional Airport or any of its associated hangars?
- b. Mesa County Fairgrounds?
- c. Canyon View Park?
- d. The Grand Junction Convention Center?

**Answer:** a. Grand Junction Regional Airport is not part of this contract.

b. No Mesa County venues are part of this contract.

c. Yes.

d. Yes.

33. **Question:** Scope of Work item 4.3.6 states, “Auctioneer is responsible for complete accountability for collection of funds and the record of all transactions.”

- a. Who gets to determine the payment policies for the auction?
- b. Is the auctioneer permitted to charge a “gate fee” or other admission charge to enter the auction site?
- c. Is the auctioneer permitted to charge a “buyer’s premium” to the buyers to minimize the commission costs to the city?
- d. Is the auctioneer permitted to charge a “buyer’s premium” at the auctions to assist with credit card charges, if they waive the “buyer’s premium” for cash payments?
- e. Is the auctioneer permitted to require all buyers to post a cash deposit in order to obtain a bid number and ensure compliance with all Terms and Conditions of the auction?
  - i. For heavy equipment items?
  - ii. For vehicles and heavy equipment items?
  - iii. For all items in the auction?
- f. Assuming that an auctioneer is permitted to charge a bid deposit, In the event that a buyer defaults on payment of their items, is the auctioneer permitted to keep any forfeited bid deposits as liquidated damages?
- g. Who is responsible for uncollected funds in the following circumstances?
  - i. The customer’s credit card is declined?
  - ii. The customer’s check was returned for insufficient funds?
  - iii. A buyer pays for an item with a counterfeit note?
  - iv. The buyer pays for an item with a credit card, but files a chargeback?
  - v. A customer bids on an item, but has no funds to pay for it?
- h. Is the auctioneer permitted to develop special policies regarding coin acceptance or disbursement if the US Federal Reserve continues to experience a coin shortage, such as “no change given”?
- i. Is the auctioneer required to collect sales tax on personal property items?
- j. Who is responsible to remit any applicable sales or use tax on personal property items sold during the auction, the City, the Auctioneer, or the Buyers?
- k. Is the auctioneer permitted to use a City-owned credit card machine / credit card merchant account to process credit card payments?
- l. What is the time frame required to remit net funds to the city to meet the definition of “complete accountability”?
- m. Is the auctioneer permitted to hold keys and/or title to an asset until funds clear the auctioneer’s bank?



- n. Under what circumstances would the city take back possession of an asset as “unsold”, such as for a payment default?
  - i. Is the auctioneer required to guarantee payment for any and all bids placed during the auction?

**Answer:** a. The auctioneer.

b. No.

c. No.

d. No.

e. The awarded auctioneer is responsible for all auction related activities under this contract. There has never been a need for cash deposits in Grand Junction.

f. The awarded auctioneer is responsible for all auction related activities under this contract. The incumbent does not charge bid deposits. Items are paid in full at time of sale by cash or check.

g. The awarded auctioneer is responsible for all auction related activities under this contract.

- i. Credit cards are not accepted by the current auctioneer.

- ii. The awarded auctioneer is responsible for all auction related activities under this contract.

- iii. The awarded auctioneer is responsible for all auction related activities under this contract.

- iv. See item g.i above.

- v. There is no evidence this has happened in the past.

h. The expectation is, as a reputable auctioneer, all business transactions are handled fairly and openly. If a transaction requires coins be returned, then coins should be returned,

i. No.

j. The awarded auctioneer is responsible for all auction related activities under this contract.

k. No, the awarded auctioneer is responsible for all auction related activities under this contract.

l. See Section 4.3.9 of the original RFP document.

m. The awarded auctioneer is responsible for all auction related activities under this contract.

n. The City will not retake possession. See Section 4.3.10 of the original RFP document. All items become the auctioneer’s responsibility once he takes possession.

- i. The awarded auctioneer is responsible for all auction related activities under this contract.

34. **Question:** Is the auctioneer required to develop terms and conditions for auction(s) at the time of submission of this RFP to the City?

**Answer:** Yes. See Section 5.C of the original RFP document. This information should be part of the Strategy and Implementation Plan.

35. **Question:** In Scope of work item 4.3.7:

- a. What is minimum number of insertions required to meet the minimum Scope of Work?

- b. What is the minimum size of advertisement required to meet the minimum Scope of Work?

- c. Are ads required to run in specific newspaper(s) to meet the minimum scope of work, or will any publication that is approved to run legal notices be sufficient?
- d. What are "other known sites"?

**Answer:** The awarded auctioneer is responsible for all auction related activities under this contract. Please explain your plan to fulfill this requirement in your Proposal under Section 5.C of the original RFP document. Since this contract is for local auction services, it is expected the local newspaper would be used as a minimum. Other known sites is referring to standard sites typically used by your firm to announce upcoming auctions. Please provide details in your Proposal.

36. **Question:** In Scope of Work Item 4.4:

- a. Was the previous auction vendor utilized for all renewal periods for the entire five year cycle?

**Answer:** Yes.

37. **Question:** Is the auctioneer responsible for the repair or replacement of an item if a member of the public damages it?

**Answer:** Yes, once the item is in the auctioneer's possession, the auctioneer bears all responsibility for the items.

38. **Question:** Is the auctioneer responsible for the replacement of an item if a member of the public steals it?

**Answer:** Yes. Once the item is in the auctioneer's possession, the auctioneer bears all responsibility for the items. There is no knowledge of theft in the past.

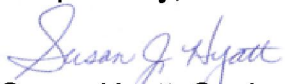
39. **Question:** If the auctioneer is required to provide tables or fixtures to display personal property items, are they permitted to sell the tables or fixtures at the end and keep those proceeds?

**Answer:** The awarded auctioneer is responsible for all auction related activities under this contract. No personal property is sold at City auctions.

The original solicitation for the project referenced above is amended as noted.

All other conditions of subject remain the same.

Respectfully,



Susan Hyatt, Senior Buyer  
City of Grand Junction, Colorado

# *Auction Proposal*

**Prepared for:**  
**City Of Grand Junction**  
**2020**

**Prepared by:**  
**Graig Medvesk**  
**The Auction Team**  
**1610 HWY 50 Grand Junction, CO 81503**  
**970-245-1185**  
**Cell-970-629-9520**  
[www.TheAuctionTeam.com](http://www.TheAuctionTeam.com)



October 12<sup>th</sup> 2020

## **(A) PURPOSE**

The purpose of this proposal is to provide the City of Grand Junction with information on how The Auction Team can assist you in selling the assets of the CITY OF GRAND JUNCTION AND MESA COUNTY, Grand Junction, Colorado 81501. Our proposal will address the marketing and liquidation of all material/assets at absolute public auction. It is our desire to provide services that not only allow the City to take pride in the method that will retrieve the highest dollar amount but will also recover as much of the taxpayers dollars as possible.

## **BENEFITS OF AUCTION MARKETING**

Auctions allow you the opportunity to determine the sale date of your assets. A carefully planned, accelerated marketing program gives your property high exposure. You can stop costs of lost revenue, maintenance, vandalism, insurance, and other costs of storage. Auctions are an excellent way to convert city property to cash in a short time period. Competitive bidding determines the best price for your property.

Today, around the world, more than ever, auctions are providing buyers and sellers the results they are seeking. eBay and other online sales methods have created a buzz around the word "auction". When

trainers have a champion thoroughbred horse, they sell it at auction. The finest art in the world is sold at auction. Classic automobiles sell at auction. \$80 billion in automobiles were sold nationwide at auction. Auctions are transparent, and buyers and sellers like that - among the other benefits of buying and selling at auction.

### **(B) INTRODUCTION OF FIRM**

The Auction Team was established in 1987 as a real estate auction firm. Over the past 29 years our staff has sold thousands of assets (real and personal property) for millions of dollars. We are the only live and online auction company on the western slope. The Auction Team will perform a live auction for the city items.

We have served dozens of individuals as well as attorneys; local and national banks, mortgage companies, asset managers, Fortune 500 companies, local, state, and federal governments; universities; major corporations; brokers and others. Our auction team has sold single family, multi-family, acreage, commercial and industrial properties, as well as countless estates and specialty items at public auction.

We currently have a contract with the bankruptcy trustee on the western slope and have had that contract since 2008, along with that comes a professional advertising, marketing and clerking responsibility which allows us to renew that contract each year.

Our personnel include experienced auctioneers, clerks, bid assistants, bookkeepers, set-up crew, and support staff. Together we make a dedicated team committed to making your auction a success.

**LOCATIONS:** We have several locations that are fenced and secured for consignments and bankruptcy auctions. This allows us to gather a great quantity throughout the year, we are able to pick up items and deliver them to our locations.

**License.** The Auction Team is Licensed, Insured and Bonded. We also hold an FFL license and are able to perform background checks in house for firearm sales, another benefit we add.

We are members of the Colorado and National Auctioneers Associations. These networks provide us with the support necessary to conduct auctions across the State of Colorado. In October 2008, The Auction Team became a member of MarkNet Alliance – the largest National Auction Alliance. This affiliation allows The Auction Team a greater national presence outside the Colorado region. The company presently consists of 70 locations across the U.S., and with this affiliation, has access to Institutional investors and financing markets. The Auction Team is now poised to offer a nationwide advertising and management system in the Auction Industry.

There are two sides to the auction business. One is showmanship. This is the part that many people see when the auctioneer is calling bids and the bid assistants are yelling out bids from participants at the auction. While we believe we are very good at this side, about 90% of our time will be on the business side. The business side is all the steps necessary to prepare for the auction. It includes property inspections, meeting, planning, development, accounting and much more. It is much more time consuming than the actual auction itself.

### **GOAL OF AUCTION**

Our primary goal is to sell your property for the most money in a short time frame and convert your assets to cash.

## ADVERTISING PLAN

1. WEBSITES: These are some of the websites we will advertise the auction and promote the auction.
  - The Auction Team ([www.theauctionteam.com](http://www.theauctionteam.com))
  - Auction Zip ([www.auctionzip.com](http://www.auctionzip.com))
  - Colorado Auctioneers Association ([www.coauctioneers.org](http://www.coauctioneers.org))
  - National Auctioneers Association ([www.auctioneers.org](http://www.auctioneers.org))
  - MarkNet Alliance member websites plus over 700 auction based websites
  - Many of the above sites are major auction platforms in which millions of dollars of real estate and personal property (i.e. – real estate, equipment, coins, etc.) are made available to the public on a daily basis. The online auction has become a very accepted way of selling property and also helps you substantiate the fact that market value was attained. **You will get a national audience versus a local/regional audience**
2. NEWSPAPERS/Other Printed Media:
  - Classified and/or display ads in local, regional and national print media we deem appropriate.
3. BROCHURES
  - Four-color brochures or postcards will be printed and mailed to a targeted market. We will determine the number to be sent out once the target market has been identified.
4. EMAIL BLAST/SOCIAL MEDIA
  - An email blast will be sent to our email list, which consists of 2900 individuals who have attended our auctions in the past.
  - Facebook presence will be provided

One other key part of our advertising campaign will be our one-on-one contacts. We will attempt to seek out individuals and/or businesses that are looking for this type of personal property. As you can see, we will put together a major advertising campaign that will get local, regional and national attention. We want to understand what you want so that we can provide maximum regional and national exposure.

## **OUR TEAM**

Behind the scenes you will have experienced ad designers, computer technicians, auctioneers, and clerical staff working diligently to properly plan and promote your auction.

## **SUMMARY**

I am confident that the auction method of marketing this property will bring the best value for you. Yes, some things may bring less than you think they should bring, however, there will be other items that bring

much more than you expect. Selling the property at auction will bring every interested local and regional buyer to the table along with potential buyers from across the country. The number of bidders we are drawing is a huge advantage to you. Please contact me if you wish to discuss anything more about the auction scenario.

Thank you for the opportunity you have given me to submit this proposal. I look forward to hearing from you soon.

Regards,

Graig Medvesk  
The Auction Team  
1610 HWY 50 Grand Junction CO 81503  
970-629-9520

## Memberships



The Colorado Auctioneers Association is a professional association for auctioneers. It provides educational opportunities for auctioneers to stay abreast of changes and terms in the industry. Eric Arrington has served many years on the CAA Board and is 1<sup>st</sup> Vice President.



The National Auctioneers Association is a dynamic, harmonious, proactive trade association for professional auctioneers across America and Canada. The NAA provides progressive leadership and education for the membership, industry and consumer.

The goals and objectives are:

1. To provide educational advancement for its members;
2. To educate consumers and governmental agencies on the benefits of the auction method of marketing;
3. Promote professionalism and ethical behavior among auctioneers;
4. To promote programs that increase membership participation and growth;
5. To influence legislation;
6. To compile and disseminate industry data

### (D) REFERENCES:

- Terry Coutee, 1357 M1/4 Rd. Loma CO. 970-201-9033
- Patrick Unverferth 440 McNulty Lane Ouray CO. 970-270-8097
- Mike Kelly 765 S Mesa St. Fruita CO. 970-640-0492

**SECTION 7.0: SOLICITATION RESPONSE FORM**  
**RFP-4154-16-SH Local Auction Services**

*Offeror must choose one of the commission methods and submit entire Form completed, dated and signed.*

**Commission will be paid only on proceeds collected:**

Vehicles and Equipment	<u>10</u>	%
All Other Surplus or Confiscated Items	<u>25</u>	%
Other (please state) _____	_____	%

**- OR -**

**Commission for total selling price:**

For items selling between \$0 and \$200	_____	%
For items selling between \$201 and \$400	_____	%
For items selling between \$401 and \$700	_____	%
For items selling between \$701 and \$1,000	_____	%
For items selling between \$1,001 and \$2,000	_____	%
For items selling between \$2,001 and \$4,999	_____	%
For items selling between \$5,000 and \$7,999	_____	%
For items selling between \$8,000 and \$10,000	_____	%
For items selling over \$10,001	_____	%

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*The Owner reserves the right to accept any portion of the work to be performed at its discretion*  
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The undersigned has thoroughly examined the entire Request for Proposals and therefore submits the proposal and schedule of fees and services attached hereto.

This offer is firm and irrevocable for sixty (60) days after the time and date set for receipt of proposals.

The undersigned Offeror agrees to provide services and products in accordance with the terms and conditions contained in this Request for Proposal and as described in the Offeror's proposal attached hereto; as accepted by the Owner.



Prices in the proposal have not knowingly been disclosed with another provider and will not be prior to award.

- Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies that he/she is a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the Owner are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-903544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.

**RECEIPT OF ADDENDA:** the undersigned Contractor acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents.

State number of Addenda received: No. 1

It is the responsibility of the Proposer to ensure all Addenda have been received and acknowledged.

The Auction Team  
Company Name - (Typed or Printed)

Graig Medvesk  
Authorized Agent Signature

1610 HWY 50 Grand Junction  
Address of Offeror

245-1185  
Phone Number

Graig Medvesk  
Authorized Agent - (Typed or Printed)

President  
Title

Grand Junction CO, 81503  
City, State, and Zip Code

Graig@theauctionteam.com  
Email Address



## **General Business Information**

- The Auction Team Inc.
- 1610 Hwy 50, Grand Junction, CO 81505
- [bid.TheAuctionTeam.com](http://bid.TheAuctionTeam.com)
- The leading On-Line and Live Auction Service on the Western Slope
- Graig Medvesk, Eric Arrington Owner  
[grraig@theauctionteam.com](mailto:grraig@theauctionteam.com) / 970-629-9520 (cell)

## **Business Details**

- Established 1987
- Serving Grand Junction and the Western Slope
- Auction Services
- General Appraisals, Liquidations
- Bankruptcy, Business Liquidations, General Estates, Specialty Auctions

## **Business Capacity**

### **Human Resources**

- Member of Colorado and National Auctioneers Associations
- Experienced Auctioneers, Clerks, Advertising Agents
- Past President of Colorado Auctioneers Association

### **Technical**

- 30 plus years of Auction Service,
- Bankruptcy Trustee Appraisal / Evaluator
- Bonded and Insured
- Continuous Education Through NAA and CAA