LAKE COUNTY
FLORIDA

September 13, 2016

Mr. Jason Gideon
George Gideon Auctioneers, Inc.
2753 N HWY 441
PO Box 1799
Zellwood FL 32798

Subject: Contract 16-0625A / Auction Services

Dear Mr. Gideon:

The contract between Lake County and your firm in support of the subject contract effort has been approved by the Lake County Board of County Commissioners. Enclosed is an original executed contract for your records. You will be contacted by the County's designated representative to initiate services under the contract as needed.

If you have any questions regarding the contract itself, or the award process, please contact me at (352) 343-9765 or dvillinis@lakecountyfl.gov.

We look forward to working with you and anticipate our mutual success under this contract.

Sincerely,

Donna Villinis, CPPB
Senior Contracting Officer

Original: George Gideon Auctioneers
Copy: County Attorney
Procurement Manager
P.O.O.L. Entities
Contract File

AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA, AND
GEORGE GIDEON AUCTIONEERS, INC.
FOR AUCTION SERVICES

RFP #16-0625A

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, herein referred to as the COUNTY, by and through its Board of County Commissioners, and George Gideon Auctioneers, Inc., a Florida for profit corporation, its successors and assigns, herein referred to as the CONTRACTOR.

WHEREAS, the COUNTY publicly submitted a Request for Proposals (RFP), #16-0625, seeking firms or individuals to provide auctioneering services on behalf of members of the Purchasing Officials of Lake County (hereinafter "POOL") to dispose of surplus property in conjunction with the needs of said entities; and

WHEREAS, the CONTRACTOR desires to perform such services subject to the terms of this Agreement; and

WHEREAS, the provision of such services will benefit the parties and the residents of Lake County, Florida.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

Article 1. Recitals

1.1 The foregoing recitals are true and correct and incorporated herein by reference.

Article 2. Purpose

2.1 The purpose of this Agreement is for the CONTRACTOR to provide auctioneering services on behalf of members of the POOL to dispose of surplus property in conjunction with the needs of said entities.

Article 3. Scope of Professional Services

3.1 On the terms and conditions set forth in this Agreement, the COUNTY hereby engages the CONTRACTOR to perform the services set forth herein in **Attachment A**, known as the Scope of Services attached hereto and incorporated herein by reference, on behalf of the entities named herein. The CONTRACTOR shall be governed by the Price Summary set forth in **Attachment B**, attached hereto and incorporated herein by reference, unless such schedule is amended by mutual, written agreement of each party's project manager.

3.2 This Agreement shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter distributed by the County's Office of Procurement Services and contingent upon the completion and submittal of all required pre-award documents. The initial term of this Agreement shall be

sixty (60) months. The prices set forth in **Attachment B** shall prevail for the full duration of the initial term unless otherwise indicated elsewhere in this Agreement. Any proposed services that are not included in this Agreement shall not exceed what is reasonable and customary rate for this area. The CONTRACTOR shall maintain, for the entirety of this Agreement, if any, the same prices, terms, and conditions included within this Agreement.

3.3 The COUNTY is acting as "Solicitation Agent" for the entities identified herein and shall not be held liable for any costs, damages, etc. incurred by any party to any agreement between the CONTRACTOR and an entity arising from services rendered a result of this solicitation. By utilizing this solicitation, the entity(ies) shall indemnify and hold the COUNTY harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of services rendered to said entity(ies).

3.4 The following entities are referenced in this Agreement: Lake County BCC, Lake EMS, the Lake County School Board, the Lake County Sheriff's Office, the Towns of Astatula and Lady Lake, and the Cities of Clermont, Eustis, Leesburg, Mount Dora, and Tavares Florida (hereafter "Entity(ies)"). Other governmental entities may participate under this Agreement with the permission of the COUNTY and the CONTRACTOR. The County maintains the sole authority to modify the contract in response to the needs of the Entity(ies).

3.5 Each Entity will issue its own requests for service via task orders throughout the period of this Agreement as individual needs are determined. The CONTRACTOR acknowledges and agrees that if work is assigned by one of the entities to the CONTRACTOR, each individual project shall have a specific Scope of Services agreed to by the parties and a task order shall be executed by said parties. The task order shall include all necessary provisions including, but not limited to, setting forth the time of payment, time for completion, deliverables, electronic and printed formats and any other items relevant to the task. The task order shall be signed by both parties prior to the CONTRACTOR performing any of the agreed upon work. Each Entity will be paid separately by the CONTRACTOR from the sale revenue gained as a result of that Entity's auctioned items.

3.6 The CONTRACTOR shall coordinate and work with any other consultants retained by the COUNTY. The CONTRACTOR acknowledges that nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONTRACTOR or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

Article 4. Payment

4.1 This shall be a revenue generating contract. The CONTRACTOR shall receive a paid commission from the contracting Entity as set forth in the Price Summary as attached in Attachment B. The CONTRACTOR shall remit the auction proceeds to the Entity within fourteen (14) business days after the auction closing date. Any fees owed the CONTRACTOR shall be deducted from the amount remitted to the Entity.

Article 5. County Responsibilities

5.1 The COUNTY shall promptly review any materials submitted by the CONTRACTOR and provide direction to the CONTRACTOR as needed.

5.2 The COUNTY will provide to the CONTRACTOR all necessary and available data, photos and documents the COUNTY possesses that would be useful to the CONTRACTOR in the completion of the required services.

Article 6. Contractor's Responsibilities

6.1 The CONTRACTOR shall perform the work described in the Scope of Services and the Scope of Work, attached and incorporated by reference herein as **Attachment A,** as well as addenda, attached and incorporated by reference herein as **Attachment C**.

6.2 The CONTRACTOR shall coordinate and lead all meetings necessary to accomplish the Scope of Services, including preparation of all agendas, advertising, meeting minutes and sign-in sheets as necessary.

6.3 The CONTRACTOR shall manage all sub-consultants to fulfill the Scope of Services.

Article 7. Special Terms and Conditions

7.1 Qualifications. All firms or individuals will be registered with the State of Florida and have obtained at least the minimum thresholds of education and professional experience required by the statutes to perform the work required under this Agreement.

7.2 Termination. The COUNTY reserves the right to terminate this contract, in part, or in whole, or affect other appropriate remedy in the event the CONTRACTOR fails to perform in accordance with the terms and conditions stated herein. The COUNTY further reserves the right to suspend or debar the CONTRACTOR in accordance with County ordinances, resolutions, and/or administrative orders. The CONTRACTOR will be notified by a written letter of the COUNTY's intent to terminate with a fifteen (15) days' notice and an appropriate time period to cure any such breach. In the event of termination for default, the COUNTY may procure the required goods and/or services from any source and use any method deemed in its best interest.

A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of the COUNTY with the required advance written notice, the COUNTY shall reimburse the CONTRACTOR for actual work satisfactorily completed.

B. Termination for Cause. Termination by COUNTY for cause, default, or negligence on the part of the CONTRACTOR shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The advance notice requirement is waived in the event of termination for cause.

7.3 Subletting of Contract. This Agreement shall not be sublet except with the written consent of the COUNTY's Procurement Services Director. No such consent shall be construed as making the COUNTY a party to the subcontract or subjecting the COUNTY to liability of any kind to any subcontractor. No subcontract shall under any circumstances relieve the CONTRACTOR of liability and obligations under this Agreement and all transactions with the COUNTY must be through the CONTRACTOR.

7.4 Indemnity. The CONTRACTOR agrees for good and valuable consideration in the amount of ten dollars ($10.00) to indemnify and hold harmless the COUNTY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR and other persons employed or utilized by the professional in the performance of the contract.

7.5 Independent Contractor. The CONTRACTOR agrees that it shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of the COUNTY. The CONTRACTOR shall have no authority to contract for or bind the COUNTY in any manner and shall not represent itself as an agent of the COUNTY or as otherwise authorized to act for or

on behalf of the COUNTY. Additionally, the CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

7.6 Ownership of Deliverables. The CONTRACTOR agrees all Tasks and/or deliverables under this Agreement, and other data generated or developed by the CONTRACTOR under this Agreement or furnished by the COUNTY to the CONTRACTOR shall be and remain the property of the COUNTY, including any applicable copyrights. The CONTRACTOR shall perform any acts that may be deemed necessary or desirable by the COUNTY to evidence more fully transfer of ownership of all Tasks and/or deliverables to the COUNTY. Additionally, the CONTRACTOR hereby represents and warrants that it has full right and authority to perform its obligations specified in this Agreement.

7.7 Return of Materials. Upon the request of the COUNTY, but in any event upon termination of this Agreement, the CONTRACTOR shall surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services hereunder, that were furnished to the CONTRACTOR by the COUNTY pursuant to this Agreement.

7.8 NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE COUNTY BY REASON OF ANY DELAYS. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work shall relieve the CONTRACTOR of his duty to perform or give rise to any right to damages or additional compensation from the COUNTY. The CONTRACTOR expressly acknowledges and agrees that the CONTRACTOR shall receive no damages for delay. However, this provision shall not preclude recovery or damages by the CONTRACTOR for hindrances or delays due solely to fraud, bad faith or active interference on the part of the COUNTY. Otherwise, CONTRACTOR shall be entitled to extensions of the contract time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above. Should the CONTRACTOR be obstructed or delayed in the prosecution of or completion of the work as a result of unforeseeable causes beyond the control of the CONTRACTOR, the CONTRACTOR shall notify the COUNTY in writing within two (2) regular work days after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the CONTRACTOR may have had to request a time extension.

7.9 Retaining Other Consultants. Nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONTRACTOR or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

7.10 Accuracy. The CONTRACTOR is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. The CONTRACTOR shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its designs, drawings, reports or other services.

7.11 Codes and Regulations. All work completed under this Agreement shall conform to all applicable federal, state and local statutes, codes, regulations and ordinances.

7.13 Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold

amount provided in Florida Statutes, section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

7.14 Prohibition Against Contingent Fees. The CONTRACTOR warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

7.15 Right to Audit. The COUNTY reserves the right to require the CONTRACTOR to submit to an audit by any auditor of the COUNTY's choosing. The CONTRACTOR shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The CONTRACTOR shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) years following expiration of the Agreement. The CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards.

7.16 Public Records/Copyrights.

A. All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the CONTRACTOR for or on behalf of the COUNTY shall be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONTRACTOR's office or facility. The CONTRACTOR shall maintain the files and papers for not less than five (5) complete calendar years after the Project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of this Agreement, the CONTRACTOR shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the Contracting Officer.

B. Any copyright derived from this Agreement shall belong to the author. The author and the CONTRACTOR shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONTRACTOR in any deliverable and/or report for the COUNTY's use which may include publishing in the COUNTY documents and distribution as the COUNTY deems to be in the COUNTY's best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONTRACTOR will not be eligible for any compensation.

C. Pursuant to Section 119.0701, Florida Statutes, the CONTRACTOR shall comply with the Florida Public Records' laws, and shall:

1. Keep and maintain public records required by the COUNTY to perform the services identified herein.

2. Upon request from the COUNTY's custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the

contract term and following completion of the contract if the CONTRACTOR does not transfer the records to COUNTY.

4. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records required by the COUNTY to perform the service. If the CONTRACTOR transfers all public records to the COUNTY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LAKE COUNTY PROCUREMENT SERVICES, 352-343-9839, 315 W. MAIN STREET, TAVARES, FLORIDA 32778, dvillinis@lakecountyfl.gov.

7.17 Insurance. The CONTRACTOR shall provide and maintain at all times during the term of this Agreement, without cost or expense to the COUNTY, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring CONTRACTOR against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the CONTRACTOR under the terms and provisions of this Agreement. The CONTRACTOR is responsible for timely provision of certificate(s) of insurance to the COUNTY at the certificate holder address evidencing conformance with the requirements under this Agreement at all times throughout the term of the Agreement.

Such policies of insurance, and confirming certificates of insurance, shall insure the CONTRACTOR in accordance with the following minimum limits:
General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	$1,000,000/2,000,000
Products-Completed Operations	$2,000,000
Personal & Adv. Injury	$1,000,000
Fire Damage	$50,000
Medical Expense	$5,000
Contractual Liability	Included

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	$1,000,000

Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the CONTRACTOR must provide a notarized statement that if he or she is injured; he or she will not hold the COUNTY responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

Each Accident	$1,000,000
Disease-Each Employee	$1,000,000
Disease-Policy Limit	$1,000,000

Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of $1,000,000 and annual aggregate of $2,000,000. **Note: Professional Liability Insurance must be carried at or above the specified level by prime consultant.**

The following additional coverage must be provided if a dollar value is inserted below:

Loss of Use at coverage value:	$ _____
Garage Keepers Liability at coverage value:	$ _____

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance shall provide for a minimum of thirty (30) days prior written notice to the COUNTY of any change, cancellation, or nonrenewal of the provided insurance. It is the CONTRACTOR's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

If it is not possible for the CONTRACTOR to certify compliance, on the certificate of insurance, with all of the above requirements, then the CONTRACTOR is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

Certificate(s) of insurance shall identify the applicable solicitation number in the Description of Operations section of the Certificate.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

Certificates of insurance shall evidence a waiver of subrogation in favor of the COUNTY, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the COUNTY.

Note: The CONTRACTOR shall provide a separate Certificate of Insurance (COI) that complies with the requirements stated above to each participating Entity citing that Entity as a certificate holder. Participating entities will request a COI from awarded vendor when needed.

The CONTRACTOR shall be responsible for subconsultants and their insurance. Subconsultants are to provide certificates of insurance to the CONTRACTOR evidencing coverage and terms in accordance with the CONTRACTOR's requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the COUNTY. At the option of the COUNTY, the insurer shall reduce or eliminate such self-insured retentions or the CONTRACTOR or subconsultant shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The COUNTY shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the CONTRACTOR and/or subconsultant providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of this Agreement for default.

Neither approval by the COUNTY of any insurance supplied by the CONTRACTOR or Subconsultant(s), nor a failure to disapprove that insurance, shall relieve the CONTRACTOR or Subconsultant(s) of full responsibility for liability, damages, and accidents as set forth herein.

7.18 Federal and/or State Clauses, Terms, and Conditions.

A. Use of the Federal E-Verify System

The CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

1. All persons employed by the vendor during the term of the contract to perform employment duties within Lake County; and

2. All persons, including subcontractors, assigned by the vendor to perform work pursuant to the contract.

B. Employment of State Residents:

The CONTRACTOR shall give preference to the employment of state residents in the performance of the work on the project if state residents have substantially equal qualifications to those of nonresidents. The term "substantially equal qualifications" refers to a situation wherein the CONTRACTOR cannot make a reasonable determination that the qualifications held by one person are better than the qualifications of another person. The CONTRACTOR must contact the Department of Economic Opportunity to post its employment needs in the state's job bank system. However, in work involving the expenditure of federal aid funds, this section may not be enforced in such a manner as to conflict with or be contrary to federal law prescribing a labor preference to honorably discharged soldiers, sailors, or marines, or prohibiting as unlawful any other preference or discrimination among the citizens of the United States.

C. Indemnification:

The CONTRACTOR shall indemnify, defend, save and hold harmless the State of Florida, Department of Transportation and all of its officers, agents, or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the CONTRACTOR, its officers, agents or employees.

7.19 Conflict of Interest. The CONTRACTOR hereby certifies that no officer, agent, or employee of the COUNTY has any material interest, as defined in Chapter 112, Florida Statutes, either directly or indirectly in the CONTRACTOR as a business entity, and that no such person shall have any such interest at any time during the term of this Agreement unless approved in writing by the COUNTY upon consultation with its attorney.

7.20 Key Personnel. The CONTRACTOR agrees that each person listed or referenced in the qualifications package shall be available to perform the services described herein for the COUNTY barring illness, accident, or other unforeseeable events of a similar nature in which case the CONTRACTOR must be able to promptly provide a qualified replacement. In the event the CONTRACTOR desires to substitute personnel, the CONTRACTOR shall propose a person with equal or higher qualifications and each replacement person is subject to prior written approval of the COUNTY. In the event the requested substitute is not satisfactory to the COUNTY and the matter cannot be resolved to the satisfaction of the COUNTY, the COUNTY reserves the right to terminate this Agreement.

7.21 Grant Funding. In the event any part of this Agreement is to be funded by federal, state, or other local agency monies, the CONTRACTOR hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Payments under this Agreement may be withheld pending completion and submission of all required forms and documents required of the CONTRACTOR pursuant to the grant funding requirements.

7.22 Tobacco Products. Due to the acknowledged hazards arising from exposure to tobacco products, and to protect the public and employees' health, safety, comfort and environment, tobacco use is prohibited on any COUNTY owned building and property. Tobacco products include both smoking and smokeless tobacco.

7.23 Certificate of Competency/Licensure, Permits, and Fees. The CONTRACTOR shall, at all times during the term of this Agreement, hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying all persons, firms, corporations or joint ventures performing the work described herein. If work for other trades is required in conjunction with this Agreement and will be performed by a sub-contractor(s) or vendor(s) hired by the CONTRACTOR, an applicable Certificate of Competency/license issued to the sub-contractor(s)/hired vendor(s) shall be submitted by the CONTRACTOR to the COUNTY prior to beginning the relevant work; provided, however, that the COUNTY may at its option and in its best interest allow the CONTRACTOR to supply the subcontractor(s)/hired vendor(s) certificate/license to the COUNTY during the pendency of the work being performed. The CONTRACTOR is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required for this Project are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated herein. Damages, penalties, and/or fines imposed on the COUNTY or the CONTRACTOR for failure to obtain required licenses, permits, inspection or other fees, or inspections shall be borne by the CONTRACTOR.

7.24 Force Majeure. The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with revisions to Government law or regulation, acts of nature, acts or omissions of the other party, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause may be cause for appropriate extension of the performance period.

Article 8. Miscellaneous Provisions

8.1 This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida.

8.2 Neither party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

8.3 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

8.4 This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

8.5 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

8.6 The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

8.7 During the term of this Agreement the CONTRACTOR assures the COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against CONTRACTOR employees or applicants for employment. The CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

8.8 The CONTRACTOR shall at all times comply with all Federal, State and local laws, rules and regulations.

8.9 The CONTRACTOR shall act as the prime CONTRACTOR for all required items and services and shall assume full responsibility for the procurement and maintenance of such items and services. The CONTRACTOR shall be considered the sole point of contact with regards to all stipulations, including payment of all charges and meeting all requirements of this Agreement. All sub-consultants will be subject to advance review by the COUNTY in terms of competency and security concerns. No change in sub-consultants shall be made without consent of the COUNTY. The CONTRACTOR shall be responsible for all insurance, permits, licenses and related matters for any and all sub-contractors. Even if the sub-contractor is self-insured, the COUNTY may require the CONTRACTOR to provide any insurance certificates required by the work to be performed.

8.10 The CONTRACTOR shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes.

8.11 The CONTRACTOR shall not assign or transfer this Agreement, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the COUNTY. This provision specifically includes any acquisition or hostile takeover of the awarded vendor. Failure to comply in this regards may result in termination of this Agreement for default.

8.12 Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or other material misstatement, may be debarred for up to five (5) years. The COUNTY as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity with such vendor held responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

8.13 The COUNTY reserves the right to perform, or cause to be performed, all or any of the work and services herein described in the manner deemed to represent its best interests. In no case will the COUNTY be liable for billings in excess of the quantity of goods or services actually provided under this contract.

8.14 This Agreement may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to this Agreement and/or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable COUNTY procedures.

8.15 The COUNTY has the unilateral option to extend this Agreement for up to ninety (90) calendar days beyond the current contract period. In such event, the COUNTY will notify the vendor(s) in writing of such extensions. This Agreement may be extended beyond the initial ninety (90) day extension upon mutual agreement between the COUNTY and the CONTRACTOR. Exercise of the above options requires the prior approval of the Procurement Services Manager.

8.16 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

8.17 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to CONTRACTOR:
George Gideon, President
2753 N. Orange Blossom Trail
Zellwood, FL 32798

If to COUNTY:
County Manager
Lake County Administration Bldg.
Post Office Box 7800
Tavares, Florida 32778-7800

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

Article 9. Scope of Agreement

9.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

9.2 This Agreement contains the following Attachments:

Attachment A	Scope of Services
Attachment B	Pricing Summary
Attachment C	Addenda

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Agreement between Lake County, Florida and George Gideon Auctioneers, Inc., for Auction Services, RFP #16-0625.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chair and by CONTRACTOR through its duly authorized representative.

CONTRACTOR

George Gideon, President
George Gideon Auctioneers, Inc.
License No: AU672

This 15 day of August, 2016.

COUNTY

Lake County, Florida

Sean M. Parks, Chairman

This 13th day of Sept, 2016

ATTEST:

Neil Kelly, Clerk of the
Board of County Commissioners
of Lake County, Florida

Approved as to form and legality:

Melanie Marsh, County Attorney

ATTACHMENT A

STATEMENT OF WORK

GENERAL REQUIREMENTS:

The auctioneer shall:

- Be licensed and bonded by the State of Florida. Please provide current license information in your proposal. The auctioneer must notify the County immediately if at any time during the contract term the auctioneer is not licensed.

- Be licensed to sell titled vehicles in the State of Florida and will be responsible for title transfers and all vehicle sale requirements by the State of Florida.

- Collect and pay all sales taxes to the State of Florida.

- Perform all customary clerical tasks relating to conducting an auction including, but not limited to, presale advertising/marketing, consolidation and arrangement of items in the best sale order, tagging and assigning lot numbers, registering bidders, conducting and monitoring the auction, selling and disposing of unsold items, financial record-keeping of all sales transactions and moneys, issuing receipts for payments.

- Keep records of all financial matters pertaining to the online auctions in accordance with generally accepted accounting principles. The financial records shall be made available to representatives of the County or any other governmental agency with jurisdiction for audit, as such reasonable times and places as the County shall designate.

- With regard to online auctions, the auctioneer shall provide and maintain the software utilized that includes inventory control and all aspects of asset disposal pertaining to online auction process.

- Have considerable knowledge of the advertising media in prospective markets and have demonstrated municipal/governmental experience.

- Provide the Entity with complete records of all transactions, including an itemized report of sale that includes identification of each item sold, name and contact information of the successful bidder (at a minimum, a valid mailing address), and the sale amount.

- Provide the County with a sales reconciliation report that includes gross sale proceeds, auction expenses, and net amount due to the County.

- Remit proceeds to the County within fourteen (14) business days of the auction.

- Provide training and instruction to County staff pertaining to the implementation of the auction process at no cost upon request.

SCOPE OF SERVICES – OPTION 1:

Under Option 1A, the auctioneer shall pick up and transport items to its facility and conduct a live auction at the auctioneer's facility.

Under Option 1B, the auctioneer shall pick up and transport items to its facility and conduct an online auction.

Requirements for Option 1:

- For live auctions, which shall be performed at the auctioneer's facility, the auctioneer shall use its own staff for all aspects of the sale, including conducting the auction and managing all administrative and accounting tasks related to the auction.

- The auctioneer must have a secure storage area in which to store surplus items picked up from the Entity while items are in the possession of auctioneer before and during auctions and until the successful buyer retrieves the item(s). The auctioneer shall make all arrangements for interested bidders to view the items when requested. The County may tour and inspect the auctioneer's site prior to contract award.

- Services under the contract shall include transportation of all surplus vehicles, equipment and miscellaneous items from designated locations to the auctioneer's facility. The auctioneer will pick up all items designated for auction within fifteen (15) days from request by Entity staff. The auctioneer shall be responsible for loading and transportation of all items. The auctioneer must accept all items designated as surplus by the Entity. The auctioneer will not be allowed to select items to auction.

- Designated Lake County locations for pickup of items are: Facilities Warehouse, 32400 CR 473, Leesburg (palleted items such as computer/office equipment, furniture, etc.), and Fleet Maintenance, 20423 Independence Blvd., Groveland (vehicles and large equipment). The County reserves the right to add pickup locations if needed. Lake County Schools designated location for pickup of items is 512 South Palm Avenue, Howey-In-The-Hills, Florida 34737. Designated pickup locations for other Entities will be given to the selected vendor(s) upon contract award for those entities participating in Option 1.

- The auctioneer must obtain direction from the Entity regarding the disposition of items not sold. The Entity shall provide such disposition in writing; electronic mail is acceptable. All costs associated with the disposition of unsold items will be the auctioneer's responsibility. The County encourages the auctioneer to dispose of all unsold items in a responsible manner by recycling any materials possible.

- In the event there are items too difficult or impossible to transport to the auctioneer's facility, these items would remain at the Entity's location. Auctioneer will be required to take pictures at the Entity's site to upload to an online auction. Interested buyers would be required to make prior arrangements through the auctioneer to view these items at the Entity location, and the item(s) would still be sold "as is", "where is", with no warranties

expressed or implied, with removal of purchased items being the responsibility of the successful buyer.

SCOPE OF SERVICES – OPTION 2:

Under Option 2, the auctioneer shall provide a website for online auctions, whereby the Entity shall upload items to the vendor's auction site, while retaining items at its own facility.

Under Option 2, the vendor shall:

- Provide and maintain the software utilized that includes inventory control and all aspects of asset disposal pertaining to online auction process.
- Be experienced at auctioning via the internet, have considerable knowledge of the advertising media in prospective markets and must have demonstrated municipal/governmental experience.
- Provide information about the technical and non-technical support features of your online site and include information about the following:
  - ✓ Training
  - ✓ Technical Support / Help Desk
  - ✓ Maintenance
  - ✓ Account Representatives
- Provide training and instruction to Entities pertaining to the implementation of the online auction process at no cost.
- Provide real-time monitoring of the auction progress.
- All items sold at auction will be sold "AS IS, WHERE IS". The Entity will not warrant condition, merchantability or fitness of items sold at auction. This information shall be made a part of the auction advertisement, posted in sales areas and made available to the general public upon request.

ATTACHMENT B

PRICING SUMMARY

RFP 16-0625 / Auction Services
REVISED PRICING SECTION

NOTES:

- "Titled Items and Equipment" includes anything that requires a title by the State of Florida. "Miscellaneous Items" includes anything else.
- The "adjusted gross revenue" for an auction shall mean the actual payments collected for items sold during the auction, less the applicable sales tax collected for such sales.

OPTION 1A – Live Auction By Auctioneer With Items Transported to Auctioneer's Facility by Auctioneer:

Titled Items and Equipment:

1. Auctioneering commission for live auctions performed by the Auctioneer shall be performed for 0 percent of the adjusted gross revenue of each auction.
2. Buyer premium to be paid by the successful buyer, if any: 0
3. Pickup and delivery shall be performed for a unit price of $ 0 each for items less than 3/4 ton.
4. Pickup and delivery shall be performed for a unit price of $ 0 each for items 3/4 ton to one (1) ton.
5. Pickup and delivery shall be performed for a unit price of $ 0 each for items over one (1) ton.

Miscellaneous Items:

1. Auctioneering commission for live auctions performed by the Auctioneer shall be performed for 0 percent of the adjusted gross revenue of each auction.
2. Buyer premium to be paid by the successful buyer, if any: 0
3. Pickup and delivery shall be performed at an hourly rate of $ 0 for a truck and two (2) workers, including the driver, to load, deliver, and unload items. The hourly rate becomes effective on arrival at the designated County location and concludes upon the completion of the unloading at the auctioneer's facility.
4. Pickup and delivery shall be performed at an hourly rate of $ 0 for a truck and three (3) workers, including the driver, to load, deliver, and unload items. The hourly rate becomes effective on arrival at the designated County location and concludes upon the completion of the unloading at the auctioneer's facility.

OPTION 1B – Online Auction By Auctioneer With Items Transported And Stored At Auctioneer's Facility by Auctioneer:

Titled Items and Equipment:

1. Auctioneering commission for online auctions performed by the Auctioneer shall be performed for ____5%____ percent of the adjusted gross revenue of each auction.
2. Buyer premium to be paid by the successful buyer, if any: ____5%____
3. Pickup and delivery shall be performed for a unit price of $____65.00____ each for items less than 3/4 ton.
4. Pickup and delivery shall be performed for a unit price of $____85.00____ each for items 3/4 ton to one (1) ton.
5. Pickup and delivery shall be performed for a unit price of $____125.00____ each for items over one (1) ton.

Miscellaneous Items:

1. Auctioneering commission for online auctions performed by the Auctioneer shall be performed for ____7%____ percent of the adjusted gross revenue of each auction.
2. Buyer premium to be paid by the successful buyer, if any: ____5%____
3. Pickup and delivery shall be performed at an hourly rate of $____90.00____ for a truck and two (2) workers, including the driver, to load, deliver, and unload items. The hourly rate becomes effective on arrival at the designated County location and concludes upon the completion of the unloading at the auctioneer's facility.
4. Pickup and delivery shall be performed at an hourly rate of $____120.00____ for a truck and three (3) workers, including the driver, to load, deliver, and unload items. The hourly rate becomes effective on arrival at the designated County location and concludes upon the completion of the unloading at the auctioneer's facility.

OPTION 2 – Online Auction By Entity Using Auctioneer's Website with Items Remaining at Entity's Site:

Titled Items and Equipment:

1. Auctioneering commission for online auctions by Entity using the Auctioneer's website shall be performed for 5% percent of the adjusted gross revenue of each auction.
2. Buyer premium to be paid by the successful buyer, if any: 5%

Miscellaneous Items:

1. Auctioneering commission for online auctions by Entity using the Auctioneer's website shall be performed for 7% percent of the adjusted gross revenue of each auction.
1. Buyer premium to be paid by the successful buyer, if any: 5%

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Other Pricing Options:

Indicate other pricing options offered (i.e. if all or some of the commission could be transferred to the buyer, etc.) (Number each alternate pricing option and attach a separate sheet if necessary immediately following this page in your response):

• 1% Discount for the agency taking the pictures, inventory and send it to us.

• 2% Discount for the agency doing everything

• Relist any items that received no bids through the On-Line Auction. *Any items that do not receive bids on the second time are to be disposed of by George Gideon Auctioneers, Inc., with a disposal fee applied to Lake County. *Items that occasionally receive no bids are such as, but not limited to wooden desk, old chairs, outdated office furniture.

ATTACHMENT C

ADDENDA

LAKE COUNTY
FLORIDA

OFFICE OF PROCUREMENT SERVICES
315 WEST MAIN STREET, SUITE 441
PO BOX 7800
TAVARES FL 32778-7800

PHONE: (352) 343-9839
FAX: 352) 343-9473

ADDENDUM NO. 1
June 24, 2016

RFP 16-0625
Auction Services

It is the vendor's responsibility to ensure their receipt of all addenda, and to clearly acknowledge all addenda within their initial bid or proposal response. Acknowledgement may be confirmed either by inclusion of a signed copy of this addendum within the proposal response, or by completion and return of the addendum acknowledgement section of the solicitation. Failure to acknowledge each addendum may prevent the bid or proposal from being considered for award.

This addendum does not change the date for receipt of bids or proposals.

Questions concerning this RFP are due July 8, 2016. The purpose of this addendum is to revise the Pricing Section of the RFP. Vendors are instructed to use the following REVISED PRICING SECTION to submit pricing in their proposal. The following replaces pages 21 through 24 of the RFP document.

Acknowledgement of receipt of Addendum:

Firm Name: George Gideon Auctioneers, Inc Date: July 19, 2016

Signature: _____ Title: President

Typed/Printed Name: George Gideon

Question 4: What has been the volume of surplus inventory? How many pieces you have sold last year to date, 200? 300? What is the volume of cars, trucks & equipment pieces? How much are you disposing with miscellaneous items? I'm trying to get some idea of how much inventory the entities have

Answer 4: Please see attached prior surplus lists from Lake County and Lake County School Board that were readily available.

Per Lake Emergency Management Services (LEMS): Their volume has been approximately 100 per year: 2-3 chassis; 2 ice maker; 2 pickup bed slides out; pallet of military cots, cardiac monitor and chargers.

Question 5: Mixture of inventory, cars, trucks, heavy equipment, miscellaneous items; history of?

Answer 5: Per City of Clermont (and similar for Lake County): All of the above including laptops, miscellaneous electronic equipment, bicycles, fire fighter gear, police equipment, lost and found by local enforcement agency, mowers, water and fuel tanks, wearables, jewelry, etc.

Per LEMS: Chassis, medical supplies, fleet maintenance equipment.

Question 6: Monthly or annual sales?

Answer 6: Periodic as required.

Acknowledgement of receipt of Addendum:

Firm Name: George Gideon Auctioneers, Inc Date: July 19, 2016

Signature: _____ Title: President

Typed/Printed Name: George Gideon

RFP 16-0625
Addendum 3

Question 17: Is it required to have a dealer's license in the state of Florida?
Answer 17: Yes, if submitting proposed pricing under Options 1A and 1B. If only submitting for Option 2, this could be listed as an Exception.

Question 18: It is not noted under the statement of work but is expressed in the bid that the Auctioneer have a facility for items to be delivered to by the County or transported to by the Vendor, is it safe to say that it is a requirement to have an Auction facility in central Florida for item storage?
Answer 18: See answer to question 17.

Question 19: Under the requirements for option 1 will a county rep be available for viewing of specialty offsite items for potential bidders?
Answer 19: No, under Options 1A and 1B, the County would not retain any items at its facilities. All items would be transported to the vendor's facility.

Question 20: Under scope of services option 2, who collects the money? Who handles the title work? Who collects and remits taxes?
Answer 20: Auctioneer will collect the money and collect and remit sales taxes; Entity will handle the title work.

Question 21: . Can we petition for an increase in commission if the base price index of fuel rises by more than 10% of what it was when the contract is awarded? This will only be to match the increase in cost of fuel and no more.
Answer 21: Yes, awarded firm(s) may request revisions as noted in question 21, but County and Entities would expect a decrease as well should fuel prices decrease by same.

Acknowledgement of receipt of Addendum:

Firm Name: George Gideon Auctioneers, Inc Date: July 19, 2016

Signature: _____ Title: President

Typed/Printed Name: George Gideon