

FIRST AMENDMENT OF THE AGREEMENT FOR
LIVE AUCTION SERVICES-COUNTYWIDE

THIS FIRST AMENDMENT OF THE AGREEMENT FOR LIVE AUCTION SERVICES-COUNTYWIDE is made and entered into by and between the Lee County Board of County Commissioners, a political subdivision of the State of Florida ("County") and Manheim Remarketing, Inc. dba Manheim of Fort Myers ("Vendor"), collectively, the "Parties."

WHEREAS, the County entered into an Agreement to purchase live auction services, through Solicitation No. RFP170427TJM, with Vendor on the 29th day of May, 2018 ("Agreement"); and,

WHEREAS, after the execution of the Agreement the COVID-19 pandemic caused government mandated social distancing requirements making it impossible for the Vendor to conduct the live auction services as anticipated; and,

WHEREAS, the County wants to add online auction services to the Exhibit A. Scope of Services for the Agreement; and,

WHEREAS, pursuant to Article XIV. Miscellaneous of the Agreement, the Parties desire to modify the Agreement to add the online auction services.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

1. The Parties agree that the first WHEREAS clause of the Agreement shall be superseded by the following:

"WHEREAS, the County intends to purchase live and online auction services from the Vendor in connection with "Online Auction/Live Auction Services-Countywide" (the "Purchase");"

[The remainder of this page intentionally left blank.]

2. The Parties agree that Exhibit A. Scope of Services shall be superseded by the following:

EXHIBIT A
SCOPE OF SERVICES

Vendor shall provide live and online auction services on an as-needed basis as described in RFP170427TJM and its addenda, and as further described in this Agreement and the Vendor's Submittals. Vendor shall also provide the additional services as described below. For purposes of this Agreement, Buyer is defined as the third-party purchaser of the auctioned item.

Transportation:

- Vendor shall transport vehicles, upon notification from the County and pick up vehicles and equipment within ten (10) business days.
- Vendor shall require the transporter to create a manual condition report ensuring an accurate documentation trail for vehicles and equipment.
- All vehicles and equipment shall be transported to Manheim Ft. Myers for storage. The vehicles shall be checked into the auction using Vendor's automated inventory management system.
- An electronic condition report shall be generated and the Vendor shall take digital pictures of all vehicles.
- The condition report shall note any damage that resulted from vehicle transport. Vendor is solely responsible for all transport damage.
- Transportation of Cars and Light Trucks at no charge to the County.
- Transportation of Heavy Equipment or Large Trucks that need to be towed are to be negotiated on a case by case basis.

Buyer Failure to Pay/Pick-Up:

In the event an item is not sold due to non-payment or not picked up by the Buyer, the Vendor shall pay the County the funds due from the Vendor at the price bid.

Inspection:

The Vendor shall stage County vehicles for public inspection not less than five (5) business days prior to the commencement of the auction sale.

Security & Storage:

- Vendor shall provide a completely fenced and lighted facility, manned by auction-employed fulltime security staff 24/7/365 located at Manheim Ft. Myers.

- Vehicles shall be stored directly on the Manheim Ft. Myers location property until they sell to an approved Buyer.
- Vendor shall continue to store the vehicle for up to five (5) business days after it is sold, unless a different mutually agreed upon timeframe has been determined between the Buyer and Vendor's General Manager.

Reconditioning & Maximum Returns:

- Vendor shall review all vehicles and equipment being prepared for auction and shall make notations in the MyLocalAuction system pertaining to recommended reconditioning and mechanical repairs and provide estimates to the County.
- Any recommended reconditioning and/or mechanical repairs are for the County to consider for approval at the County's sole discretion.

Mileage (Odometer) Statements:

- Vendor shall check and verify all odometer readings on County vehicles.
- The Vendor shall also conduct the following inspections:
 - Vehicle Identification Inspections
 - Police Inspections
 - Stolen Recovery
 - Odometer Inspections

Titles:

- Vendor shall process all title paperwork at the auction site for Buyers at no cost to the County.
- Vendor shall ensure that County taxes are paid upon completion of a selling transaction within the requirements of Florida law.

Report and Inventory Tracking:

- The Vendor shall report dollar value, as required by the Agreement, on all sales that occur at Manheim Ft. Myers. The Vendor shall provide access to MyLocalAuction (online tool located at www.manheim.com) so that the County may extract its own reports, or the County may request, and the Vendor shall provide, reports directly from the Vendor.

Training:

Vendor shall provide training material to County staff for Manheim.com, for the use of MyLocalAuction, and all other Vendor tools provided to the County.

Marketing:

Vendor shall provide marketing and advertising services for each auction as specified in their Submittals.

IN WITNESS WHEREOF, this First Amendment of the Agreement has been signed and sealed,
in duplicate, by the respective parties hereto.

DATED this 28 day of September, 2020 by the Lee County Board of County
Commissioners.

COUNTY: LEE COUNTY, FLORIDA

BY: 

Mary G. Tucker

Director of Procurement Management, on
behalf of the Board of County
Commissioners

APPROVED as to Form for the Reliance of
Lee County Only

BY: 

County Attorney's Office

DATED this 14TH day of SEPTEMBER 2020 by Manheim Remarketing, Inc. dba
Manheim of Fort Myers

ATTEST:


(Witness)

BY: 

Authorized Signature

MARK D FORD

Authorized Signature Printed Name

REGIONAL VICE PRESIDENT
Authorized Signature Title

CORPORATE SEAL:



