

## AUCTIONEER SERVICES AGREEMENT

THIS AGREEMENT is made and entered by and between The City of Daytona Beach, Florida (the "CITY"), and Manheim Remarketing, Inc., d/b/a Manheim Daytona Beach, a foreign profit corporation authorized to do business in the State of Florida ("CONTRACTOR").

WHEREAS, CONTRACTOR is currently under written contract to provide auctioneer services for the sale of surplus for the City of Lakeland, Florida, under terms and conditions specified in CONTRACTOR's contract with City of Lakeland (Lakeland RFP No. 5301, including all addenda and attachments, and including CONTRACTOR's written proposal in response to such RFP) (hereinafter collectively, the "City of Lakeland Contract"), which was competitively awarded pursuant to that city's request for proposals procedure; and

WHEREAS, the CITY is in need of auctioneer services for the sale of various surplus items; and

WHEREAS, the CITY desires to have CONTRACTOR perform such services, subject to the terms and conditions of the above-referenced Contract with the specific exceptions noted herein, at pricing and under other terms and conditions that are substantially similar to those contained in the City of Lakeland Contract; and

WHEREAS, CONTRACTOR is willing to perform the installation these terms and conditions, which are referenced herein.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and covenants contained herein, the parties do mutually agree as follows:

**1. Scope of Service.** CONTRACTOR will provide auctioneer services for surplus CITY-owned vehicles equipment (collectively, "Auction Items") that the CITY desires to sell. These services are more fully described in the City of Lakeland Contract, including the "Guidelines for Sale of Surplus Vehicles and Equipment" (hereinafter the "Lakeland Guidelines") and completed Auctioneer's Questionnaire incorporated therein by reference.

**2. Term.** The Initial Term of this Contract will commence on the date last signed below (the "Effective Date") and end on September 30, 2019. The CITY will have the option to renew this Contract for up to 3 Terms of 1 year each by providing CONTRACTOR written notice. Such notice must be provided at least 30 days prior to the end of the current Term unless waived by CONTRACTOR.

**3. Payment and Billing.** CONTRACTOR's sole compensation will be payment of a commission of 3% for every Auction Item sold, which CONTRACTOR will retain from the sale proceeds as set forth in the City of Lakeland Contract. As referenced in said Contract, CONTRACTOR will remit the net proceeds of such sales to the CITY by wire transfer by 5 pm of the date of sale of the item (i.e., the date on which the buyer's payment is received by CONTRACTOR). In addition to remitting such proceed, CONTRACTOR will provide the CITY the detailed report required by Paragraph F of the Lakeland Guidelines. The CITY will provide CONTRACTOR notice as to the name, title, street address, and phone number of the CITY's addressee for receipt of such detailed reports.

**4. Incorporation of Contract; Exceptions.** All other terms and conditions of the City of Lakeland Contract will apply to this Agreement, except to where such terms and conditions conflict with the provisions herein. These exceptions include the following:

(a) All references to "City of Lakeland" will be deemed to refer to the CITY. All references to City of Lakeland officials and City of Lakeland facilities and locations will be deemed to refer to their CITY as logic dictates, except where specified otherwise below.

(b) CONTRACTOR will transport all surplus equipment items provided by CITY for auction under this Agreement, to CONTRACTOR's Daytona Beach facility, located at 1305 Indian Lake Road, Daytona

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Beach, FL 32124. CONTRACTOR will also conduct all auctioneer services provided under this Agreement solely from this facility. In light of this, **CONTRACTOR hereby waives all travel and transportation charges otherwise provided for in the City of Lakeland contract.**

(c) CONTRACTOR acknowledges and agrees that **CONTRACTOR will not be entitled to any reimbursement from the CITY for the cost of providing services herein. CONTRACTOR will solely bear all such costs.**

**5. Standard of Performance.** In addition to any standards of performance or warranties set forth in the City of Lakeland Contract, CONTRACTOR affirms that CONTRACTOR's services will at a minimum meet the level care and skill ordinarily used by members of CONTRACTOR's profession performing the type of services provided herein within the State of Florida.

**6. Public Records.**

(a) To the extent applicable, CONTRACTOR will comply with the requirements of Florida Statutes Section 119.0701, which include the following:

(1) Keeping and maintaining public records that the CITY requires for performance of the service provided herein.

(2) Upon the request of the City Clerk of the CITY, (i) providing the City Clerk with a copy of requested public records or (ii) allowing inspection or copying of the records, within a reasonable time after receipt of the City Clerk's request, at a cost that does not exceed the cost provided in Ch. 119, Florida Statutes, or as otherwise provided by law.

(3) Ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law until completion of this Agreement, or, if this is a Contract for a specified Term, through the expiration of the Term; and following such completion or expiration, as applicable, if CONTRACTOR fails to transfer such records to the CITY.

(4) Upon completion of the work, or, if this is a Contract for a specified Term, upon expiration of the Term, keep and maintain public records required by the CITY to perform the service. CONTRACTOR will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY upon request from the City Clerk, in a format that is compatible with the CITY's information technology systems.

**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 AGREEMENT, CONTRACTOR MUST CONTACT THE CITY CLERK, WHOSE CONTACT INFORMATION IS AS FOLLOWS:**

(Phone)	386 671-8023
(Email)	clerk@codb.us
(Address)	301 S. Ridgewood Avenue Daytona Beach, FL 32114

**7. Notices.** All notices, requests, demands and other communications required under this Agreement will be in writing and deemed delivered if delivered in person, by telefax, by overnight courier or by certified or registered mail:



If by City, to:

John Drago, Business Enterprise  
Management Director  
301 S. Ridgewood Avenue  
Daytona Beach, FL 32115-2451  
Fax: (386) 671-3545

If to CONTRACTOR, to:

Butch Herdegen, General Manager  
1305 Indian Lake Road  
Daytona Beach, FL 32124  
Fax: 386-255-3501

## 8. Termination.

(a) Termination by either Party will be governed by the City of Lakeland Contract; provided, however, that upon termination CONTRACTOR will immediately (i) discontinue all services affected, (ii) return to the CITY all surplus equipment currently held by CONTRACTOR to the locations specified by CITY, which equipment will be in the same condition in which such equipment was provided to CONTRACTOR, and (iii) deliver to the CITY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and services of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) The rights and remedies of CITY to terminate this Agreement are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

**9. Indemnification.** In consideration of the CITY's payment of \$10.00. receipt of which is hereby acknowledged, CONTRACTOR will indemnify and hold harmless the CITY, including the CITY's officers, employees, and agents, 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 CONTRACTOR, or CONTRACTOR's officers, employees, or agents, including subcontractors and other persons employed or use by CONTRACTOR in the performance of this Agreement. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this agreement or otherwise. This indemnification is also in addition to any indemnifications provided by CONTRACTOR to CITY pursuant to the terms and conditions of the City of Lakeland Contract incorporated herein by reference.

**10. Insurance.** CONTRACTOR will provide and maintain at CONTRACTOR's own expense, insurance of the kinds of coverage and in the amounts set forth in this Section. All such insurance will be primary and non-contributory with the CITY's own insurance. In the event any request for the performance of services presents exposures to the CITY not covered by the requirements set forth below, the CITY reserves the right to add insurance requirements that will cover such an exposure.

(a) *Coverage and Amounts.*

(1) Workers Compensation Insurance as required by Florida Statutes, Chapter 440, Workers' Compensation Insurance, for all employees of CONTRACTOR, employed at the site of the service or in any way connected with the work, which is the subject of this service. The insurance required by this provision will comply fully with the Florida Workers' Compensation Law and include Employers' Liability Insurance with limits of not less than \$500,000 per occurrence. Any associated or subsidiary company involved in the service must be named in the Workers' Compensation coverage.

(2) Liability Insurance, including (i) Commercial General Liability coverage for operations, independent contractors, products-completed operations, broad form property damage, and personal injury on an "occurrence" basis insuring CONTRACTOR and any other interests, including but not limited to any associated or subsidiary companies involved in the work; and (ii) Automobile Liability Insurance, which will insure claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle used by the CONTRACTOR in the performance of this Agreement.

THE COMMERCIAL GENERAL LIABILITY INSURANCE POLICY WILL NAME THE CITY AS AN ADDITIONAL INSURED. The limit of liability for each policy will be a combined single limit for bodily injury and property damage of no less than \$1,000,000 per occurrence. If insurance is provided with a general aggregate, then the aggregate will be in an amount of no less than \$1,000,000. The Risk Manager for the CITY may authorize lower liability limits for the automobile policy only, at the Risk Manager's sole discretion.

(3) Garage Liability Insurance for legal liability for claims of bodily injury and property damage arising out of business operations. The limit of liability shall be no less than \$1,000,000 per occurrence.

(4) Garage-Keeper's Insurance for property damage to vehicles and equipment owned by the City while in the care, custody or control of the CONTRACTOR. The limit of liability shall be no less than \$100,000 per occurrence.

Unless specifically waived hereafter in writing by the Risk Manager, Contractor agrees that the insurer shall waive its rights of subrogation, if any, against the City on each of the foregoing types of required insurance coverage.

(b) *Proof of Insurance.* CONTRACTOR will furnish proof of insurance acceptable to the CITY prior to or at the time of execution of this Agreement. CONTRACTOR will not commence work until all proof of such insurance has been filed with and approved by the CITY. CONTRACTOR will furnish evidence of all required insurance in the form of certificates of insurance which will clearly outline all hazards covered as itemized above, the amounts of insurance applicable to each hazard, and the expiration dates.

If requested by the CITY, CONTRACTOR will furnish copies of the insurance contracts to support the certificates of insurance and the copies of said insurance must be acceptable to the CITY.

(c) *Cancellation; Replacement Required.* CONTRACTOR will file replacement certificates 30 days prior to expiration or termination of the required insurance occurring prior to the acceptance of the work by the CITY. If a required policy is canceled without CONTRACTOR's prior knowledge CONTRACTOR will immediately notify the CITY immediately upon becoming aware that a required insurance coverage has been canceled for any reason, and promptly replace the canceled policy. The CITY expressly reserves the right or replace the canceled policy at CONTRACTOR's expense if CONTRACTOR fails to do so.

(d) *Termination of Insurance.* CONTRACTOR may not cancel the insurance required by this Agreement until the work is completed, accepted by the CITY and CONTRACTOR has received written notification from the Risk Management Division of the CITY that CONTRACTOR may cancel the insurance required by this Agreement and the date upon which the insurance may be canceled. The Risk Management Division of the CITY will provide such written notification at the request of CONTRACTOR if the request is made no earlier than two weeks before the work is to be completed.

(e) *Liabilities Unaffected.* CONTRACTOR's liabilities under this Agreement will survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverages. Similarly, CONTRACTOR's liabilities under this Agreement will not be limited to the extent of by the existence of any exclusions or limitations in insurance coverages, or by CONTRACTOR's failure to obtain insurance coverage.

CONTRACTOR will not be relieved from responsibility to provide required insurance by any failure of the CITY to demand such coverage, or by CITY's approval of a policy submitted by CONTRACTOR that does not meet the requirements of this Agreement.

**11. Disputes.** If a dispute exists concerning this Agreement, the Parties agree to use the following procedure prior to pursuing any judicial remedies.

(a) *Negotiations.* A Party will request in writing that a meeting be held between representatives of each Party within 14 Calendar Days of the request or such later date that the Parties may agree to. Each Party

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will attend and will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization. The purpose of this meeting is to negotiate in the matters constituting the dispute in good faith. The Parties may mutually agree in writing to waive this step and proceed directly to mediation as described below.

(b) *Non-Binding Mediation.* Mediation is a forum in which an impartial person, the mediator, facilitates communication between parties to promote reconciliation, settlement, or understanding among them. Within 30 days after the procedure described above proves unsuccessful or the Parties mutually waive the procedure, the Parties will submit to a non-binding mediation. The mediation, at a minimum, will provide for (i) conducting an on-site investigation, if appropriate, by the mediator for fact gathering purposes, (ii) a meeting of all Parties for the exchange of points of view and (iii) separate meetings between the mediator and each Party to the dispute for the formulation of resolution alternatives. The Parties will select a mediator trained in mediation skills and certified to mediate by the Florida Bar, to assist with resolution of the dispute. The Parties will act in good faith in the selection of the mediator and give consideration to qualified individuals nominated to act as mediator. Nothing in this Agreement prevents the Parties from relying on the skills of a person who also is trained in the subject matter of the dispute or a contract interpretation expert. Each Party will attend will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization.

If the Parties fail to reach a resolution of the dispute through mediation, then the Parties are released to pursue any judicial remedies available to them.

**12. Additional Provisions.** The following additional provisions apply:

(a) CONTRACTOR will comply with the terms and conditions of any and all federal, state and local permits, which may be required for the work to be performed. The CITY will be responsible for obtaining all other permits at the CITY's cost.

(b) CONTRACTOR will not assign, transfer, delegate or in any other manner dispose of its rights, privileges or obligations under this Agreement, without the written consent of the CITY.

(c) This Agreement will be governed by and construed in accordance with the laws of the State of Florida. Captions and paragraph headings used herein are for convenience only, are not a part of this Agreement and will not be deemed to limit or alter any provisions hereof or to be relevant in construing this Agreement. The use of any gender herein will be deemed to be or include the other genders, and the use of the singular herein will be deemed to be or include the plural (and vice versa), wherever appropriate. If any word, phrase, clause, sentence or provision of the Contract, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, invalid or unenforceable, that finding will only effect such word, phrase, clause, sentence or provision, and such finding will not affect the remaining portions of this Agreement; this being the intent of the Parties in entering into the Contract; and all provisions of the Contract are declared to be severable for this purpose.

(d) The exclusive venue for any litigation arising out of this Agreement will be Volusia County, Florida if in state court, or the U.S. District Court, Middle District of Florida if in federal court.

(e) JURY TRIAL WAIVED. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, OR ANY DEALINGS BETWEEN THE PARTIES. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY DISPUTES BETWEEN THE PARTIES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER, INCLUDING WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS.

(h) Except where specifically provided herein, in case of litigation between the Parties concerning this Agreement, each party will bear all of its litigation costs, including attorney's fees.

(i) A force majeure event is an act of God or of the public enemy, riots, civil commotion, war, acts of government or government immobility (whether federal, state, or local) fire, flood, epidemic, quarantine restriction, strike, freight embargo, or unusually severe weather, provided, however, that no event or occurrence will be deemed to be a force majeure event unless the failure to perform is beyond the control and without any fault or negligence of the Party charged with performing or that Party's officers, employees, or agents. Whenever this Agreement imposes a deadline for performing upon a Party, the deadline will be extended by one day for each day that a Force Majeure event prevents the Party from performing, provided, however, that the Party charged with performing and claiming delay due to a Force Majeure event will promptly notify the other Party of the Event and will use its best efforts to minimize any resulting delay.

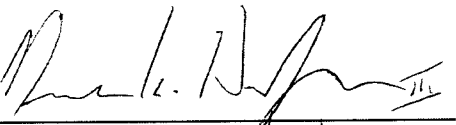
(g) This Agreement represents the entire agreement of the parties with respect to the subject matter hereof. No representations, warranties, inducements, or oral agreements have been made by either Party except as expressly set forth herein, or in other contemporaneous written agreements

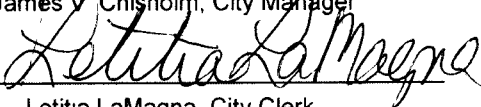
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as below

**THE CITY**

**CONTRACTOR**

By   
James V. Chisholm, City Manager

By 

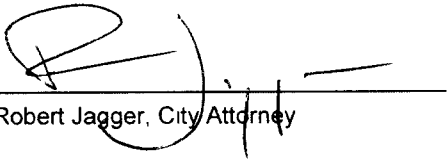
Attest   
Letitia LaMagna, City Clerk

Printed Name Duane Herdgen II  
Title GM

Date: 4-10-18

Date: 4/3/18

Approved as to legal form.

By   
Robert Jagger, City Attorney



PROPOSAL SHEET:

ANNUAL AUCTIONEER SERVICES

For the  
SALE OF SURPLUS VEHICLES AND EQUIPMENT

OCTOBER 7, 2015

RFP NO. 5301

THIS RFP SHALL BE VALID FOR SIXTY (60) DAYS FROM DATE OF OPENING

Company Name Manheim Remarketing Inc. DBA Manheim Central Florida

Company Address 8025 North State Road 33

City Lakeland State Florida Zip 33809

Telephone ( 863 ) 984-1795 Fax ( 863 ) 984-1795

E-Mail Address www.manheim.com

The following RFP is in strict accordance with the City of Lakeland Request for Proposal No. 5301, dated October 7, 2015 and all attachments as referenced therein.

A. Total Amount Requested in Consideration for Any Additional Cost of the Insurance as Required for this RFP:

\$ 0.00

Written Out Zero Dollars

B. Total Amount Requested in Consideration for Acceptance of the City of Lakeland Indemnification Agreement: (Minimum amount shall be \$100.00):

\$ 0.00

Written Out Zero Dollars

C. As a Responsive Respondent I Have Attached All Required Data as Requested in Specification No. A.S.S.V. - 15, Especially the Section Entitled, "Documentation Section." If "No" is checked please explain: Yes  No We do not charge for these services.

Note: Failure to provide full information with the proposal may be cause for proposal disqualification as non-responsive.

Proposal Sheet continued on the next page:





## EXCEPTIONS AND CLARIFICATIONS TO AGREEMENT

### CITY OF LAKELAND – RFP NO. 5301

#### AUCTIONEER SERVICES FOR THE SALE OF SURPLUS VEHICLES AND EQUIPMENT

The following exceptions and clarifications are requested to the proposed Agreement that would be entered into between Manheim Remarketing, Inc. (“Contractor”) and the City of Lakeland (“City”) upon any award of the above-referenced bid or proposal to Contractor. In the event of any conflict between the Agreement and any of the following exceptions or clarifications, the applicable exception or clarification would control.

**1. Section 5 | Assignment/Subcontracting**

Notwithstanding anything to the contrary in Section 5 of the Agreement, the City acknowledges that Contractor may utilize the services of certain third party contractors from time to time in the ordinary course of Contractor’s business. Contractor shall be permitted to utilize such third party contractors, provided that (i) Contractor shall in all events remain primarily liable to the City for the performance of all of Contractor’s obligations under the Agreement, and (ii) Contractor shall replace any third party contractor upon any reasonable written request to do so by the City. Additionally, in the event Contractor fails to provide the City with notice of any corporate acquisition or merger as provided for in Section 5 of the Agreement, the City’s sole and exclusive remedy shall be to terminate the Agreement.

**2. Section 9 | Ownership of Documents**

Notwithstanding anything to the contrary in Section 9 of the Agreement, Contractor shall maintain all rights and interests in and to any auction and other transaction-related data and information that may be generated or obtained by Contractor in connection with its operation of any auction, provided such data and information is used by Contractor in an aggregated and anonymized form.

**3. Section 11 | Access to Records/Audit**

Notwithstanding the three (3) year retention period applicable to general business records under Section 11 of the Agreement, Contractor shall only be required to retain any simulcast or other video recording relating to the Agreement or the services for a period of twelve (12) months from the date of the applicable sale. Contractor shall be provided with at least ten (10) days’ prior written notice of any audit or inspection by the City as provided for in Section 11 of the Agreement.

PROPOSAL SHEET CONTINUED:

ANNUAL AUCTIONEER SERVICES

For the  
SALE OF SURPLUS VEHICLES AND EQUIPMENT

OCTOBER 7, 2015

RFP NO. 5301

E. Schedule:

Work can be started in 1 calendar day(s) after notification of award.

Terms of Payment Offered N/A

Note: Payment shall be made within forty-five (45) days of receipt of invoice in accordance with Florida Statute §218.74, the Local Government Prompt Payment Act.

"I hereby certify that I understand and am aware that the City of Lakeland at its sole discretion reserves the right to waive technicalities or irregularities, to reject any or all proposals, and/or to accept that proposal which is in the best interest of the City. The award of this RFP, if made, may be based on considerations other than total cost and may be awarded based on various considerations, including without limitation; Respondent's experience and/or qualifications, past experience, administrative cost, standardization, technical evaluation and oral and/or written presentations as required. The City reserves the right to accept all or part, or to decline the whole, and to award this RFP to one (1) or more Respondents. There is no obligation to buy. The RFP, if awarded, will be in the judgement of the City the most responsive to the City's needs. The City of Lakeland encourages the use of minority and women-owned businesses as subcontractors or in joint venture arrangements. The City is authorized by Resolution No. 3634 to give preference to local persons, firms or corporations, in an amount of two percent (2%) not to exceed \$10,000 of the proposal price."

Manheim Remarketing Inc. DBA Manheim Central Florida

Company Name

  
Authorized Signature

10-22-2015  
Date Signed

Doug Kramer  
Name of Contact for Questions  
(Please Print or Type)

407-812-3455  
Telephone No. of Contact



**CITY OF LAKELAND**  
**PUBLIC WORKS**  
**FLEET MANAGEMENT DIVISION**  
**TECHNICAL SPECIFICATIONS**  
**AUCTIONEER SERVICES**  
**FOR THE**  
**SALE OF SURPLUS VEHICLES AND EQUIPMENT**

**SPECIFICATION NO. A.S.S.V.-15**

**JUNE 17, 2015**

**City of Lakeland  
GUIDELINES FOR SALE OF  
SURPLUS VEHICLES AND EQUIPMENT**

**Introduction**

The City of Lakeland Fleet Management division is seeking a licensed professional auctioneer, who on his/her own property, will through a regularly scheduled, established auction, offer for sale to the highest bidder, with right of reserve, vehicles, vehicle and equipment parts, machinery, heavy equipment and certain personal property owned by the City of Lakeland. The bidders are cautioned that **not** all vehicles and equipment are in working order.

The City may evaluate and award this contract on the basis of the proposals submitted in response to this request for proposals. Cost alone will not be used as a basis for this award. It is the intent to award this contract to the company demonstrating the ability to produce the most revenue for the City of Lakeland in the public sale of surplus property and who can demonstrate a high degree of protection of the City's interest against loss or damage to surplus property, liability and unnecessary administrative cost.

**Auctioneer Company Requirements**

The auctioneering company (herein called the company/auctioneer) shall receive and provide receipt for all City owned surplus property delivered to the company for sale at public auction.

The company shall receive and keep safe with reasonable protection all property presented to them for the purpose of sale at a public auction for a period of up to sixty (60) days prior to the designated public auction. The company shall replace or compensate the city at present value for any property lost, stolen or destroyed while in the care, custody or control of the company. The company shall reimburse the City of Lakeland for any incremental loss of value due to damage or other occurrence.

The auctioneer shall provide at his/her own expense all required legal advertising to comply with State Statutes regarding the sale of public property. The auction shall be open to the public and not restricted in any manner.

At the time of the award, the company, at their own expense, shall provide a financial guarantee bond in the amount of \$100,000 as security for faithful performance of their obligations. This bond shall be in such form and with such sureties as are acceptable to the City and shall be in force during the entire term of this contract. The bond shall be delivered to the City of Lakeland Purchasing Manager, 1140 E. Parker Street, Lakeland, Florida. All sales and advertising shall conform to Chapter 274 of the Florida Statutes.

The company shall provide adequate facilities for the auction to take place. The facilities shall include adequate parking, security, sanitation, registration of all bidders, and adequate staff to manage the auction, collection of all monies and taxes, etc.

The auctioneer shall make every reasonable and prudent effort to maximize the value of the property being sold. They will stage the equipment in an orderly fashion so as to enhance the marketability of the property and will consider only the best interest of the City in conducting the sale. The auctioneer has no authority to donate any City of Lakeland personal property.

The company shall provide a computer-generated report of the sale results, which shall include the following minimum information:



- A. Brief description of the item
- B. Property control number
- C. Selling Price
- D. Commission Amount
- E. Transportation Charges
- F. Total net price paid to the City of Lakeland.

This report shall be due at the time of final payment.

The company shall deliver the final report and a payment check less commission and related charges for all sales conducted no later than three (3) working days after the sale has concluded. The delivery of said report and proceeds shall be made to the attention of the City of Lakeland Fleet Manager, 502 Evelyn Avenue, Lakeland, Florida, 33801. Phone number is 863.834.8780. The check shall be made payable to the City of Lakeland. In the event the auctioneer fails to collect 100% of the auction sale price, including dishonored checks the company is still responsible for the full payment to the City of Lakeland.

At the close of each auction, the company shall at the request of the City; return all unsold City property (including titles and power of attorney) to the Fleet Manager or his designee. The request for the return of this personal property shall be made in writing by the Fleet Manager or his designee to the auctioneer and shall be completed in five (5) days of the receipt of the request. Transportation costs and arrangements to return the property shall be the responsibility of the City.

At the discretion of the City of Lakeland, the company may be required to retain possession of the unsold property including titles and power of attorney until the next auction, but no more than sixty (60) days after the first auction date. The auctioneer shall remain responsible for this property and provide all customary and reasonable care to safeguard City assets.

The auctioneer will safeguard the city from any and all claims of warranty and will defend and hold harmless the City of Lakeland from any actions arising out of the removal or subsequent use of sold city equipment. All items are to be sold "as is" and "where is". There are no warranties, expressed or implied including, but not limited to warranty of fitness for a particular use or merchantability. Sales are F.O.B. selling point.

The company shall indemnify and hold harmless the City of Lakeland, its agents and employees from and against all liabilities, claims, losses and expenses including attorney's fees arising out of or resulting from the performance of work in accordance with the resulting contract.

#### **Contract Period**

The contract will be in effect for one (1) year. The city reserves the right to extend this contract for up to four (4), one (1) year periods, upon mutual consent, subject to the same commission, terms and conditions. The City will determine whether to exercise the option based on its own convenience and best interest.

#### **Termination**

Either party may terminate the contract within thirty (30) days notice to the other without cause. However, the City may terminate immediately where cause is evident.

#### **Inspection of Facilities**

The city reserves the right, prior to the award of the contract to inspect the vendor's facility and place of business. The inspection is to determine that he has a regular bona fide established

business that is presently a going concern and is likely to continue as such, and is capable of providing the services required under this contract.

### **Inspection of Records**

The City of Lakeland reserves the right to audit the records of any auction pertaining to the sale of City property.

### **Documentation Section**

The bidder must provide the following documentation and/or copies and return them with the bid package:

- A. Documentation of the number of registered buyers at a minimum of five (5) sales within the past year held in this area.
- B. The name and background/qualifications of the key personnel who would be assigned to the City of Lakeland account.
- C. Copy of current automobile dealers license.
- D. Auctioneer's License (AU and AB licenses).
- E. Current insurance policy for Liability, workers compensation, garage liability and garage keepers liability.
- F. County occupational license.
- G. Names of registered Notary (ies) available to notarize titles, etc at the auction site.
- H. A published schedule of monthly public auction dates, or proposed dates for 2015/2016.
- I. A list of four (4) government/corporate clients of similar size and nature as the City of Lakeland, names, addresses and phone numbers so we may contact for references.
- J. Copies of sales records for at least five (5) sales of public property for governmental entities to include description of items sold and sale prices. In the event these records are not available from the bidder, a letter of agreement may be substituted which will authorize the City of Lakeland to obtain this information directly from the government agency.
- K. List of current bank references.
- L. One (1) signed original and five (5) copies of the proposal shall be submitted. All documentation submitted with the proposal shall be included with each copy submitted.
- M. Auctioneer questionnaire included.

### **Compensation and commission**

It is the intent to award this contract to the bidder demonstrating the ability to produce the most revenue for the city in the public sale of surplus property. The company will upon the sale of any

City of Lakeland property pay to the city the total revenue less transportation charges, and less commission fee. This shall be the auctioneer's total compensation.

**CITY OF LAKELAND  
AUCTIONEER QUESTIONNAIRE**

**Business Name:** Manheim Remarketing Inc. DBA Manheim Central Florida

**Owner's Name:** Cox Enterprises **Manager's Name:** Doug Kramer

**Address:** 8025 North State Road 33 Lakeland, Florida 33809

**Telephone Number:** (863) 984-1551 **Fax No.** (863) 984-1795

**Number of years in business at this location:** 17

**Total years in business (if different than above):** 70

**Days and hours of operation:** Monday, Thursday 9am-5:00pm | Tuesday 9am-7pm | Wednesday 7am-5pm | Friday 9am-1pm

**Experience and variety of services provided by your firm:**

Manheim is the leading provider of vehicle remarketing services. Manheim registers nearly  
7 million used vehicles and facilitates transactions representing almost \$46 billion in value.  
See attached "Buy Sell Win" packet.

**How do you provide title transfers?** When it sells, we transfer the title to the buyer.

**Are titles transferred to the auction company prior to transfer to the buyer?** No

**Are the titles transferred to auction company prior to transfer to a dealer?** No

**Are any open titles ever transferred?** No - the seller should sign off

**If yes, under what circumstances?** N/A

**Do you have access to the DMV computer for title checks and title problems?** Yes

**Do you notify the DMV of a title transfer to a dealer?** No

**Describe procedure followed and submit copy of form used** N/A



How do you handle titles with a missing number or numbers that are transposed? \_\_\_\_\_  
We fix them before the sale.

How do you handle missing or lost titles? We get duplicates.

What services do you provide for transporting used vehicles and equipment for the seller?  
Ready Auto Transport, a Manheim sister-company, is our primary vendor for  
transportation needs.

What are the insurance requirements on the contract carrier for transporting these vehicles and equipment? \$1 million policy

Are you a full time auction company with staff and office personnel available five (5) days per week every week for assistance? Yes

Name of person completing this application: Douglas E. Kramer  
(Please print)

Signature of person completing application: 

Date: 10-22-2015

**AGREEMENT**

**THIS AGREEMENT**, made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the City of Lakeland, Florida, a municipality organized and existing in accordance with the laws of the State of Florida, hereinafter referred to as the "City", located at 228 South Massachusetts Avenue, Lakeland, Florida 33801-5086, and \_\_\_\_\_ a \_\_\_\_\_ corporation, located at \_\_\_\_\_ hereinafter referred to as the "Contractor".

**WITNESSETH:**

**WHEREAS**, City has previously determined that it has a need for \_\_\_\_\_ services; and

**WHEREAS**, City solicited competitive bids/issued a Request for Proposal (RFP) for such services pursuant to (City of Lakeland Invitation to Bid No. \_\_\_\_\_ or RFP No. \_\_\_\_\_) (hereinafter ITB or RFP); and

**WHEREAS**, City awarded the (Bid/Proposal) to Contractor; and

**WHEREAS**, Contractor has represented that it is able to satisfactorily provide the services according to the terms and conditions of the (ITB/RFP), which are incorporated herein by reference, and the terms and conditions contained herein; and

**NOW THEREFORE**, in consideration of the above and mutual covenants contained herein, the parties agree as follows:

1. Services to be Performed. The Contractor hereby agrees to provide the City with \_\_\_\_\_, as requested and more specifically outlined in the (ITB/RFP), this Agreement, the Scope of Services attached hereto and incorporated herein by reference as **Exhibit "A"**, and all subsequent official documents that form the Contract Documents for this Agreement.
2. Time of Service. Services shall be performed in a timely manner, as specified in the (Invitation to Bid/RFP).
3. Term of Agreement/Option of Renewal. This Agreement shall be in effect for an initial term of \_\_\_\_\_ (months/years) from \_\_\_\_\_ (the "Effective Date") and any extension thereof. This Agreement may be renewed subject to execution of a written agreement between the City and Contractor for up to \_\_\_ additional \_\_\_ period(s) beyond the initial contract period. This option shall be exercised only if all terms and conditions remain the same and approval is granted by the City or its authorized representative.

4. Amendment of the Contract. This Agreement may be amended only by mutual written agreement of the parties.

5. Assignment/Subcontracting. The Contractor shall perform this Agreement. No assignment or subcontracting shall be allowed without the prior written consent of the City. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) business days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this Agreement, which shall not be unreasonably withheld by City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state or federal laws. Action by the City awarding a (bid/proposal) to a contractor which has disclosed its intent to assign or subcontract in its response to the (ITB/RFP), without exception shall constitute approval for purposes of this Agreement.

6. Cancellation. City reserves the right to cancel this Agreement, without cause, by providing thirty (30) days prior written notice to the Contractor of its intention to cancel, or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.

Failure of the Contractor to comply with any of the provisions of this Agreement shall be considered a material breach of contract and shall be cause for immediate termination of the Agreement at the discretion of the City.

In addition to all other legal remedies available to City, City reserves the right to cancel and obtain from another source any items which have not been provided within the period of time stated in the (bid/proposal), or if no such time is stated, within a reasonable period of time from the date of order or request, as determined by City.

In addition, in the event that sufficient budgeted funds are not available for a new fiscal period, the City shall notify the Contractor of such occurrence and the City shall terminate this Agreement on the last day of the then current fiscal period without penalty or expense to the City.

7. Prohibition of Contingent Fees. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for 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 of making of this Agreement. In the event of breach of this provision, the City shall have the right to terminate this Agreement without further liability and, in its sole discretion, deduct from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift or consideration paid as a result of said breach.

8. Compensation. City shall pay Contractor upon Contractor's completion of, and City's acceptance of, the services required herein, as specified in the (ITB/RFP) and as set forth in the City's Cost Proposal Letter, attached hereto and incorporated herein by reference as **Appendix 1**. Prices shall remain firm for the duration of the contract. All payments shall be made in accordance with Fla. Stat. § 218.70, et. seq., the Local Government Prompt Payment Act. City shall pay Contractor the actual costs of all reimbursable expenses incurred in connection with City approved Services pursuant to this Agreement, provided that reimbursement for travel and subsistence expenses shall be paid in accordance with the City of Lakeland's Consultant Reimbursement Policy, attached hereto and incorporated herein by reference as **Appendix 2**.

9. Ownership of Documents. All data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda and other documents, instruments, information and material prepared or accumulated by the Contractor or its subcontractors in rendering services pursuant to this Agreement shall be the sole property of the City which may have access to the reproducible copies at no additional cost other than printing. In no event shall Contractor be liable or responsible to anyone for the City's use of any such information or material in another project or following termination of this Agreement.

10. Permits/ Licenses. Contractor must secure and maintain any and all permits and licenses required to complete services pursuant to this Agreement.

11. Access to Records/Audit. The Contractor shall retain all records relating to this contract for a period of at least three (3) years after final payment is made. Contractor shall maintain accounting records in accordance with generally accepted accounting principles and practices to substantiate all invoice amounts to the City. City reserves the right to audit such records upon notice to the Contractor.

12. Public Records. Contractor shall comply with Florida Statute Chapter 119, the Florida Public Records Act as it relates to records kept and maintained by Contractor in performance of services pursuant to this Agreement. In accordance with Florida Statute § 119.0701, Contractor shall be required to provide public



access to such records at a cost that does not exceed the statutory requirements or as otherwise provided by law. In the event any such records are exempt or confidential from public records disclosure Contractor shall ensure that those records are not disclosed except as authorized by law. Contractor shall meet all requirements for retaining public records and shall transfer at no cost to the City, all public records in possession of the Contractor upon termination of the Agreement and destroy duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology system of the City.

13. Minimum Insurance Requirements. The Contractor must maintain insurance, at its own expense, in at least the amounts set forth in **Exhibit "B"** attached hereto and incorporated herein by reference throughout the term of this Agreement. The Contractor must provide a Certificate of Insurance in accordance with said Insurance Requirements evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Agreement.

14. Indemnification. Contractor shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the City from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by Contractor in accordance with the indemnification provision set forth in **Exhibit "C"**, attached hereto and incorporated herein by reference.

15. Jurisdiction/Venue/Governing Law. The Parties consent to jurisdiction and venue of the Courts of Polk County, Florida or the United States District Court in and for the Middle District of Florida, Tampa Division in connection with any action or proceeding arising out of or relating to this Agreement, document or instrument delivered pursuant to, in connection with, or simultaneously with this Agreement, or breach of this Agreement or any such document or instrument. The laws of the State of Florida shall govern this Agreement.

16. Independent Contractor Status. The Contractor is and shall remain an independent contractor and is neither an agent, employee, partner, nor joint venturer of the City.

17. Compliance with Laws. Contractor shall comply with all applicable local, state and federal ordinances, codes, laws, statutes, regulations and standards in force during the term of this Agreement.

18. Severability. The terms and conditions of this Agreement shall be deemed to be severable.

Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the agreement to be impossible of performance.

19. Documents Comprising Contract. The Contract shall include this Agreement for \_\_\_\_\_ services and appendices, as well as the following documents which are incorporated herein by reference.

- a. City of Lakeland (Invitation to Bid/Request for Proposal) and all of its addenda and attachments, including **Exhibit "A"**, Scope of Services; and
- b. Contractor's Certificate of Insurance as required in **Exhibit "B"**;
- c. Contractor's Indemnification and Hold Harmless as required in **Exhibit "C"**; and
- d. Contractor's Bond(s), as required in Section \_\_\_ of the (ITB/RFP); and
- e. Contractor's (Bid/Proposal)

If there is a conflict between the terms of this Agreement and the above referenced documents, then the conflict shall be resolved as follows: the terms of this Agreement shall prevail over the other documents, and the terms of the remaining documents shall be given preference in their above listed order.

20. NOTICES. All Notices pursuant to this Agreement shall be deemed sufficiently given when in writing when (i) personally served on a party to be notified, (ii) delivery by overnight express courier, or (iii) three (3) business days following deposit in the United States mail, postage prepaid certified delivery, directed to the party to be notified at the following address:

Contractor: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

As to City:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**IN WITNESS WHEREOF**, the parties herein have executed this Agreement for \_\_\_\_\_  
services pursuant to (City Bid No./RFP No.) as of the day and year first written above.

CITY OF LAKELAND, FLORIDA

CONTRACTOR

\_\_\_\_\_  
R. Howard Wiggs, Mayor

\_\_\_\_\_  
President (Signature)

\_\_\_\_\_  
President (Printed Name)

[Corporate Seal]

ATTEST:

ATTEST:

By: \_\_\_\_\_  
Kelly S. Koos, City Clerk

By: \_\_\_\_\_  
(Attesting Witness' name/title)

APPROVED AS TO FORM AND CORRECTNESS:

By: \_\_\_\_\_  
Timothy J. McCausland, City Attorney



RISK MANAGEMENT & PURCHASING  
1140 EAST PARKER STREET  
LAKELAND, FL 33801

ADDENDUM NO. 1  
REQUEST FOR PROPOSAL  
ANNUAL AUCTIONEER SERVICES  
For the  
SALE OF SURPLUS VEHICLES AND EQUIPMENT  
OCTOBER 13, 2015  
R.F.P. NO. 5301

The purpose of this addendum is to advise all interested parties of the following revisions and/or clarifications and to transmit the information as noted below:

1. Insurance Requirements (attached )

2. R.F.P. Due Date Remains: 2:00 p.m. – Wednesday – October 28, 2015.

Note: All addenda shall be acknowledged in the RFP submittal, therefore please sign the bottom of this page \*\* and return with the RFP submittal.

All other items remain unchanged.

*Linda Alspaugh*

Linda Alspaugh  
Purchasing Agent

LA/la

Cc: Gary Mclean  
File

**\*\*ADDENDUM #1 is hereby "ACKNOWLEDGED"\*\***

Douglas E. Kramay / General Manager / Manheim Remarketing / 10-22-2015  
Signature Title Company Name Date  
PBA Manheim Central Florida

# **INSURANCE REQUIREMENTS**

## **Auctioneer Services for the Sale of Surplus Vehicles and Equipment**

### **STATEMENT OF PURPOSE**

The City of Lakeland (the "City") from time to time enters into agreements, leases and other contracts with Other Parties (as hereinafter defined).

Such Agreements shall contain at a minimum risk management/insurance terms to protect the City's interests and to minimize its potential liabilities. Accordingly, the following minimum requirements shall apply:

### **CITY DEFINED**

The term City (wherever it may appear) is defined to mean the City of Lakeland itself, its Commission, employees, volunteers, representatives and agents.

### **OTHER PARTY DEFINED**

The term Other Party (wherever it may appear) is defined to mean the other person or entity which is the counter-party to the Agreement with the City and any of such Other Party's subsidiaries, affiliates, officers, employees, volunteers, representatives, agents, contractors and subcontractors.

### **LOSS CONTROL/SAFETY**

Precaution shall be exercised at all times by the Other Party for the protection of all persons, including employees, and property. The Other Party shall comply with all laws, rules, regulations or ordinances related to safety and health, and shall make special effort to anticipate and detect hazardous conditions and shall take such precautionary and prompt action where loss control/safety measures should reasonably be expected.

The City may order work to be stopped at any time, without liability, if conditions exist that present immediate danger to persons or property. The Other Party acknowledges that such stoppage, or failure to stop, will not shift responsibility for any damages from the Other Party to the City.

### **INSURANCE - BASIC COVERAGES REQUIRED**

The Other Party shall procure and maintain the following described insurance, except for coverage specifically waived by the City of Lakeland, on policies and with insurers acceptable to the City, and insurers with AM Best ratings of no less than A.

These insurance requirements shall in no way limit the liability of the Other Party. The City does not represent these minimum insurance requirements to be sufficient or adequate to protect the Other Party's interests or liabilities, but are merely minimums.

"Except for workers' compensation and professional liability, the Other Party's insurance policies shall be endorsed to name the City of Lakeland as additional insured. It is agreed that the Other Party's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by The City of Lakeland for liability arising out of the operations of this agreement."



## **Insurance Requirements (cont'd)**

### **INSURANCE – BASIC COVERAGES REQUIRED (cont'd)**

Except for workers compensation, the Other Party waives its right of recovery against the City, to the extent permitted by its insurance policies.

The Other Party's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City. They shall be reduced or eliminated at the option of the City. The Other Party is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Other Party or any other insurance of the Other Party shall be considered primary, and insurance of the City shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of the City of Lakeland, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract, or lease.

**Business Automobile Liability:** Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

**The liability limits shall not be less than:**

<b>Bodily Injury and Property Damage</b>	<b>\$1,000,000 Single limit each occurrence</b>
----------------------------------------------	-----------------------------------------------------

**Workers' Compensation:** Workers' Compensation coverage to apply for all employees for statutory limits and shall include employer's liability with a limit of \$100,000 each accident, \$500,000 disease policy limits, \$100,000 disease limit each employee. ("All States" endorsement is required where applicable). If exempt from Worker's Compensation coverage, as defined in Florida Statute 440, the Other Party will provide a copy of State Workers' Compensation exemption.

All subcontractors shall be required to maintain Worker's Compensation.

The Other Party shall also purchase any other coverage required by law for the benefit of employees.

## **ADDITIONAL INSURANCE**

**Additional Insurance:** The City requires the following types of insurance.

**Garage liability insurance:** Insurance covering the legal liability of automobile dealers, garages, repair shops, and services stations for claims of bodily injury and property damage arising out of business operations.

**The liability limits shall not be less than: \$1,000,000**

**Garage keepers Coverage:** Garage keepers Liability insurance is to be purchased to cover the Other Party's liability for damage or other loss, including comprehensive and collision risks, to the City's vehicles while in the care, custody and control of the Other Party.

**The liability limits shall not be less than: \$100,000**

## **EVIDENCE/CERTIFICATES OF INSURANCE**

Required insurance shall be documented in Certificates of Insurance which provide that the City shall be notified at least 30 days in advance of cancellation, nonrenewable, or adverse change.

New Certificates of Insurance are to be provided to the City at least 15 days prior to coverage renewals.

If requested by the City, the Other Party shall furnish complete copies of the Other Party's insurance policies, forms and endorsements.

For Commercial General Liability coverage the Other Party shall, at the option of the City, provide an indication of the amounts of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Other Party's obligation to fulfill the insurance requirements herein.

## Indemnification

To the fullest extent permitted by laws and regulations, and in consideration of the amount stated on any Purchase Order, the Contractor shall defend, indemnify, and hold harmless the City, its officers, directors, agents, guests, invitees, and employees from and against all liabilities, damages, losses, and costs, direct, indirect, or consequential (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising out of or resulting from any acts of negligence, recklessness or intentional wrongful misconduct in the performance of the work by the Contractor, any Subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable.

In any and all claims against the City, or any of its officers, directors, agents, or employees by any employee of the Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any such Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the City, the Contractor, or any of his Subcontractors. To the extent this Indemnification conflicts with any provision of Florida Law or Statute, this indemnification shall be deemed to be amended in such a manner as to be consistent with such Law or Statute.

**Applicability:** It is the express intent of the Contractor that this agreement shall apply for the project(s) or time period indicated below. (Check and complete one):

Agreement is applicable to all contracts, purchase orders and other work performed for the City of Lakeland for the time period of not more than five (5) years.

\_\_\_\_\_ 11/01/2015 \_\_\_\_\_ to \_\_\_\_\_ 11/02/2020 \_\_\_\_\_  
(Date) (Date)

(OR)

\_\_\_\_\_ Agreement is limited to Bid #, Purchase Order #, Requisition # \_\_\_\_\_,  
or Contract dated \_\_\_\_\_.

**Subrogation:** The Contractor and his Subcontractors agree by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Contractor or Subcontractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor or Subcontractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor or Subcontractor enter into such an agreement on a pre-loss basis.

**Release of Liability:** Acceptance by the Contractor of the last payment shall be a release to the City and every officer and agent thereof, from all claims and liability hereunder for anything done or furnished for, or relating to the work, or for any act or neglect of the City or of any person relating to or affecting the work.

**Savings Clause:** The parties agree that to the extent the written terms of this Indemnification conflict with any provisions of Florida laws or statutes, in particular Sections 725.06 and 725.08 of the Florida Statutes, the written terms of this indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes and to contain such limiting conditions, or limitations of liability, or to not contain any unenforceable, or prohibited term or terms, such that this Indemnification shall be enforceable in accordance with and to the greatest extent permitted by Florida Law.

Manheim Remarketing Inc. DBA  
Manheim  
Central Florida  
Name of Organization

BY: Douglas E Kramer  
Signature of Owner or Officer

STATE OF: FLORIDA  
COUNTY OF: ORANGE

407-812-3455  
Organization Phone Number

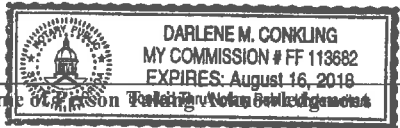
The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of November, 2015

by Douglas E Kramer, of Manheim Remarketing Inc DBA Manheim  
Printed Name of Owner / Officer Corporate or Company Name Central Florida

He/She is personally known to me or has produced K656-165-63-022-0 as  
State Drivers License Number

identification, and did        / did not   ✓   take an oath.

Darlene M. Conkling  
Signature of Person Taking Acknowledgment



Printed Name of Person Taking Acknowledgment

Notary Seal

CITY OF LAKELAND

BY: \_\_\_\_\_  
Karen Lukhaub, Director of Risk Management

DATE \_\_\_\_\_

## **SPECIFICATION SAFETY REQUIREMENTS**

(Revised September 2014)

The following safety requirements are comprehensive in nature with some site specificity; therefore, not all sections are applicable to every Contract. Please apply those safety requirements as site or situation dictates. NOTE: All City project representatives who assume responsibility for contract management will be responsible for insuring compliance with these safety requirements by all Contractors and/or Subcontractors.

### **I. GENERAL**

- A. The Contractor shall comply with all Federal/State Occupational Safety and Health Act (OSHA) Standards and any other rules and regulations applicable to construction and/or maintenance activities in the State of Florida. The Contractor shall also comply with county, city, or any other agency's rules and regulations regarding safety.
- B. The City's safety personnel or any City supervisor may order that the work be stopped if a condition of immediate danger is found to exist. Nothing contained herein shall be construed to shift responsibility or risk of loss for injuries or damage sustained as a result of a violation of this Article from the Contractor to the City; and the Contractor shall remain solely and exclusively responsible for compliance with all safety requirements and for the safety of all persons and property at the project site.
- C. The parties hereto expressly agree that the obligation to comply with applicable safety provisions is a material provision of this Contract and a duty of the Contractor. The City reserves the right to require demonstration of compliance with the safety provisions of this Contract. The parties agree that such failure is deemed to be a material breach of this Agreement; and the Contractor agrees upon such breach, all work pursuant to the Contract shall terminate until demonstration to the City that the safety provisions of this Agreement have been complied with. In no event shall action or failure to act on the part of the City be construed as a duty to enforce the safety provisions of this Agreement, nor shall it be construed to create liability for the City for any act or failure to act in respect to the safety provisions of this Agreement.

### **II. SAFETY EQUIPMENT**

All City safety policies and procedures will be strictly adhered to and enforced by the City of Lakeland Safety Division, which may include work stoppage or removal of Contractor and/or personnel. Such policies and procedures are available upon request. These safety regulations include, but are not limited to:

- A. All persons on City property will wear industrial safety glasses with affixed side shields at all times, except when in an office building or construction trailer, in the enclosed cab of a motor vehicle, or during a break period when all work has stopped.



- B. All persons on City property will wear an approved hard hat in good repair at all times, except when in an office building or construction trailer, in the enclosed cab of a motor vehicle, or during a break period when all work has stopped. Bump hats, or “cowboy style” hard hats are not acceptable at any time.
- C. All persons on City property and in an area where the noise level exceeds 85db must wear hearing protection that complies with ANSI S3.19-74 (ear muffs and/or approved ear plugs with an NRR of at least 30). This includes areas where noisy equipment is in use (i.e. jack hammers, electric or air drills, heavy equipment with open cabs, pipe cutting saws, etc.) and in a plant environment where posted.
- D. Sport or athletic-type style shoes are NOT considered a suitable work shoe and are not acceptable as work shoes at this location
- E. Work conducted in an elevated position will require that:
1. Any person on City property working on or in an elevated location (four feet above ground level) regardless of the installation of handrails or guardrails must wear safety harness and be tied off with a lanyard to a fixed object or support that will restrict that person’s fall to a “minimum distance”. (29CFR 1910.66 applies to all cases)
  2. Any person working from an electrical-line bucket truck will have in use the appropriate fall protection device.
  3. Any person on a pole or otherwise elevated position shall utilize the appropriate gaffs, harness or otherwise appropriate fall protection.
  4. Compliance with 29CFR 1910.269 is required. Distance requirements as detailed in this standard to energized lines must be adhered to.
- F. Any person on City property, in an area where tools are being used that cause or may cause flying particles or an area where there is a potential of excessive dust or airborne particles, must wear, in addition to and over their industrial safety glasses, either soft-sided goggles or a full face shield/protector, and the appropriate respiratory protection equipment.
- G. Where vehicular and/or pedestrian traffic is affected:
1. Maintenance of Traffic  

The Contractor shall conduct his work so as to interfere as little as possible with public travel, whether vehicular or pedestrian. Whenever it is necessary to cross, obstruct, or close roads, driveways, and walks, whether public or private, the Contractor shall, at his own expense, provide and maintain suitable and safe detours or other temporary expedients for the accommodation of public and private travel, and shall give reasonable notice to owners of private drives before interfering with them. Such maintenance of traffic will not be required when the Contractor has obtained permission from the owner and tenant of private property, or from the authority having jurisdiction over public property involved, to obstruct traffic at the designated point.

## 2. Barricades and Lights

All streets, roads, highways, and other public thoroughfares, which are closed to traffic, shall be protected by effective barricades on which shall be placed acceptable warning signs. Barricades shall be located at the nearest intersecting public highway or street on each side of the blocked section and all other positions required by applicable standards.

All barricades and obstructions shall be illuminated by means of warning lights from sunset to sunrise. Materials stored upon or alongside public streets and highways shall be so placed, and at the work at all times shall be so conducted, as to cause the minimum obstruction and inconvenience to the traveling public.

All barricades, signs, lights, and other protective devices shall be installed and maintained in conformity with applicable statutory requirements and, where within railroad and highway rights-of-way, as required by the authority having jurisdiction thereover.

All Contractor owned or controlled vehicles and/or equipment which will be operated on or within ten (10) feet of the roadway will be equipped with a minimum of one amber 360 degree Class I warning device. This device must meet minimum standards for utility construction purposes such as a minimum of 500,000 candlepower and visible from 360 degrees of mounting. The warning device(s) must be in operation at all times that a vehicle/equipment is on the roadway or within the ten (10) feet of runoff area and not in a "normal" travel status.

All personnel, when working within fifteen (15) feet of the roadway, for fifteen (15) minutes or more must wear approved FDOT reflective vests.

## 3. Damage to Existing Property

The Contractor will be held responsible for any damage to existing structures, work, materials, or equipment because of his operations and shall repair or replace any damaged structures, work, materials, or equipment to the satisfaction of, and at no additional cost to, the City, unless otherwise addressed in the Contract.

### III. TOXIC SUBSTANCES

The Contractor shall be responsible for compliance any and all Federal, State or Local Right-To-Know-Law for its employees and the employees of any and all Subcontractors the Contractor brings on or causes to be on the project site, inclusive of pesticides and/or herbicides.

The Contractor shall, between receiving the Contract and coming on the project site to begin work, provide the City's field representative with affidavits and/or training documents stating that ALL personnel the Contractor brings on, or causes to be on the project site, have been given training or possess the appropriate licenses (if required) on any toxic substances said personnel will be working with or may be exposed to while working at the job site.

The Contractor shall provide/give to the City's field representative a copy of manufacturer's MSDS or SDS (as appropriate) for ANY and ALL "Toxic Chemicals" used by or brought on the project site by the Contractor or Subcontractor prior to the substance(s) being delivered to the City's property.

The Contractor and/or Subcontractor must be provided MSDS(s) or SDS's (as appropriate) which is / are in the possession of the City upon receipt of a written request. The City may establish reasonable procedures for acting upon such requests to avoid interruption of normal work operations.

Before any work shall begin, the Contractor shall arrange a meeting to advise City's field representative about safety and any dangers City employees will be subjected to, due to the presence of chemicals on the project site.

#### **IV STORMWATER DRAINAGE AND SURFACE WATER PROTECTION**

The Contractor shall comply with all applicable ordinances, rules, and regulations restricting the introduction of non-stormwater discharges to the City's municipal separate stormwater system (MS4) and/or surface water bodies, including: the Code of Ordinances of Lakeland, Part II, Section 86; Polk County Ordinance 93-06; and, the City of Lakeland Land Development Regulations, Article 6.

- A. The Contractor is prohibited from placing, depositing, or dumping of any dirt, sweepings, filth, slops, litter, loose materials, water, grease, slippery materials, etc. in or upon any street, highway, alley, sidewalk, park, lake, or other public place in the City.
- B. The Contractor will develop and implement a plan to utilize best management practices (BMPs), including, but not limited to, treatment methods and practices, to control polluted runoff, spillage, leaks, sludge, waste, or runoff from raw material to prevent flooding and/or adverse impacts to the natural resources of the City, and ensure the elimination of pollutants discharging to the MS4 and/or any surface water body during construction and maintenance activities. To the maximum extent possible, the Contractor will utilize schedules of activities, prohibitions of practices, maintenance procedures, and other management activities to prevent or eliminate pollutants from entering the MS4 or being discharged to surface water bodies.
- C. The Contractor will utilize proper erosion, liquid and sediment control measures; provide inlet protection for storm drains and drainage conveyances, ponds, and easements; and, take all reasonable precautions to contain runoff on-site and eliminate illicit discharges to the MS4 and/or surface water bodies. Illicit discharge includes, but is not limited to, any spilling, leaking, seeping, pouring, emitting, emptying, or dumping of materials, rinsewater, or waste products into the MS4 and/or surface water bodies of the City.

**VI. ENERGIZED SYSTEMS**

Strict adherence to the table of distances to energized systems is mandatory. Unless otherwise specified by Lakeland Electric Systems Control, the contractor may not be any closer than 20-feet to energized systems. The contractor must notify System control at (863) 834-6560 for line clearance.

**ALL UNQUALIFIED PERSONNEL SHALL NOT GET CLOSER THAN 20 FEET (ENCROACHMENT) ENERGIZED EQUIPMENT OR AREAS**

- A. The contractor shall make coordination with Lakeland Electric Delivery Operations Workforce Management Coordinator by calling (863) 834-6751 no less than 24 hours prior to work commencing. Such coordination is necessary to cover any electrical lines or to hold or stabilize any poles that may be within the vicinity of the workzone. In addition the attached waiver must be completed by the contractor and returned to the COL Safety Division prior to commencement of work.
- B. The contractor is also responsible for any and all locates for underground utilities and for systems. This may be accomplished by contacting Sunshine State One-Call at 1-800-432-4770.

**VII. TRAINING DOCUMENTATION** in support of **OSHA** requirements shall be provided upon request.

**VIII. CONTRACTOR SHALL WITHIN 30 CALENDAR DAY** of notification of award of contract, and prior to commencement of work, shall provide to the City's Safety Division, the Contractor's written safety compliance program(s) applicable to the contract.

**IX. CURRENT INDEPENDENT CERTIFICATION** for any Contractor-provided bucket truck to be used for the provision of services of this Contract shall be provided to the City's Safety Division prior to use of said bucket truck

**X. ADDITIONAL REQUIREMENT:**

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## CONTRACTOR ANNUAL AUDIT FORM

<b>Contractor:</b>	
<b>Audit Date:</b>	

Audit Item	Comments
EMR < 1.0	
Drug and Alcohol Policy Acceptable	
Written Safety Program Acceptable	
Employee Training Records Current	
Safety Performance onsite acceptable	

Contractor \_\_\_\_\_  is  is not  
approved for continued listing on PSM-Approved Contractors List.

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Audit Performed by:  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## CONTRACTOR SAFETY EVALUATION

<b>Company Name</b>			<b>P.O. Box</b>	
<b>Street Address</b>		<b>City</b>	<b>State</b>	<b>Zip Code</b>
<b>Business Contact</b>		<b>Title</b>	<b>Telephone Number</b>	
<b>Safety Contact</b>		<b>Title</b>	<b>Telephone Number</b>	
<b>What is your type of business?</b>			<b>SIC Code</b>	
<b>What is your company accident statistics for the Frequency Rate of Medical Injuries and Lost Time Injuries Rate as compared to the National Average for your industry as denoted by the Bureau of Labor Statistics for your SIC Code for the last three years? (See explanation below)</b>				
<b>Year</b>	<b>Frequency Rate</b>	<b>National Average for your SIC Code</b>	<b>Lost Time Injury Rate</b>	<b>National Average for your SIC Code</b>

\*Frequency Rate is the number of injuries requiring medical attention multiplied by 200,000 divided by the number of Man-hours worked.

**Example:**                      
$$\frac{\text{Number of Accidents Requiring Medical Attention} \times 200,000}{\text{Number of Man-hours}}$$

\*Lost Time Injury Rate is the number of Lost Time Injuries multiplied by 200,000 divided by the number of Man-hours worked, not considering injuries that only caused restricted work activity as Lost Time Accidents.

**Example:**                      
$$\frac{\text{Number of Lost Time Accidents} \times 200,000}{\text{Number of Man-hours}}$$

<b>What is your company's current Experience Modification Rate (EMR)?</b> (*Please attach a copy rating received on Insurance Company Letterhead.)		
<b>Do you conduct regularly scheduled Safety Meetings for your employees?</b> (If yes, how often?)	<b>Yes</b>	<b>No</b>
<b>How do you document whether or not the employees understood the training?</b>		

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**Who conducts the Safety Meetings?**

<b>Name</b>	<b>Title</b>

<b>Do you have a documented Safety &amp; Health training/orientation program for new employees? (Write any comments in space below)</b>	<b>Yes</b>	<b>No</b>

<b>Do you have a written Safety Program? (Write any comments in space below)</b>	<b>Yes</b>	<b>No</b>

<b>Do you conduct field Safety Inspections to determine compliance with state, federal, local and company regulations/procedures?</b>	<b>Yes</b>	<b>No</b>
<b>If yes please provide the following:</b>		

<b>Name</b>	<b>Title</b>

<b>How do you follow up the inspections to ensure any needed corrections are made?</b>

**Does your company understand that if they were awarded the following contract they must do the following:**

All contractors awarded work that is on the systems covered by the Process Safety Management Standard shall provide documentation that all employees have received training in the potential fire, explosion, or toxic release hazards related to his/her job and the process and the applicable provisions of the emergency plan. The documentation shall include the identity of the contract employee, the date of the training, and the means used to verify that the employee understood the training. In addition, a Job Hazard Analysis (JHA) is required for all work on systems covered by the Process Safety Management Standard and the JHA must be reviewed by all personnel involved in the work beginning and as needed during the process of work. Any modification to the JHA during the job must be approved by the senior contractor supervisor on site and either the City of Lakeland Safety Manager, or the North M<sup>c</sup>Intosh Plant Superintendent, or their designees.

<b>Please have an officer of the company indicate "Yes" or "No" as an answer pertaining to the question above and sign in the space below:</b>	<b>Yes</b>	<b>No</b>
<b>Name</b>	<b>Date</b>	

**How do you intend to comply with these requirements?**



**Do you have any other information you believe would be valuable in evaluating your company's safety program? If so, please explain or attach to this document.**



RISK MANAGEMENT & PURCHASING  
1140 EAST PARKER STREET  
LAKELAND, FL 33801

**ADDENDUM NO. 2**  
**REQUEST FOR PROPOSAL**  
**ANNUAL AUCTIONEER SERVICES**  
**For the**  
**SALE OF SURPLUS VEHICLES AND EQUIPMENT**  
**OCTOBER 16, 2015**  
**R.F.P. NO. 5301**

The purpose of this addendum is to advise all interested parties of the following revisions and/or clarifications and to transmit the information as noted below:

- 1. Revised Auctioneer Questionnaire (attached)
- 2. R.F.P. Due Date has been extended to: 3:00 p.m. - Tuesday – November 3, 2015.

**Note:** All addenda shall be acknowledged in the RFP submittal, therefore please sign the bottom of this page \*\* and return with the RFP submittal.

All other items remain unchanged.

*Linda Alspaugh*

Linda Alspaugh  
Purchasing Agent

LA/la

Cc: Gary McLean  
File

**\*\*ADDENDUM #2 is hereby "ACKNOWLEDGED"**

*Danyla Khany* / *Genessa Manager* / *Manheim Remarketing* / *10-22-2015*  
Signature Title Company Name Date  
*DBA Manheim Central Florida*

**CITY OF LAKELAND  
AUCTIONEER QUESTIONNAIRE**

**Business Name:** Manheim Remarketing Inc. DBA Manheim Central Florida

**Owner's Name:** Cox Enterprises **Manager's Name:** Doug Kramer

**Address:** 8025 North State Road 33 Lakeland, Florida 33809

**Telephone Number:** (863) 984-1551 **Fax No.** (863) 984-1795

**Number of years in business at this location:** 17

**Total years in business (if different than above):** 70

**Days and hours of operation:** Monday, Thursday 9am-5:00pm | Tuesday 9am-7pm | Wednesday 7am-5pm | Friday 9am-1pm

**Experience and variety of services provided by your firm:**

Manheim is the leading provider of vehicle remarketing services. Manheim registers  
nearly 7 million used vehicles and facilitates transactions representing almost \$46 billion  
in value. See attached "Buy Sell Win" packet.

**How do you provide title transfers?** When it sells, we transfer the title to the buyer.

**Are titles transferred to the auction company prior to transfer to the buyer?** No

**Are the titles transferred to auction company prior to transfer to a dealer?** No

**Are any open titles ever transferred?** No - The seller should sign off

**If yes, under what circumstances?** N/A

**Do you have access to the DMV computer for title checks and title problems?** N/A

**Do you notify the DMV of a title transfer to a dealer?** No

**Describe procedure followed and submit copy of form used** N/A

How do you handle titles with a missing number or numbers that are transposed? We  
fix them before the sale.

How do you handle missing or lost titles? We get duplicates.

What services do you provide for transporting used vehicles and equipment for the seller?  
Ready Auto Transport, a Manheim sister-company, is our primary vendor for  
transportation needs.

What are the insurance requirements on the contract carrier for transporting these  
vehicles and equipment? \$1 million policy

Are you a full time auction company with staff and office personnel available five (5) days  
per week every week for assistance? Yes

City cost/commission 3%

Buyer's premium See attached documents.

Frequency of public auctions, example: monthly, weekly Monthly

Settlement time Wire transfer - Same day by 5pm

Transportation cost \$125.00 if it runs, \$150.00 for towing.

Physical location of auction 9800 Bachman Road Orlando, Florida 32824

Name of person completing this application: Douglas E Kramer  
(Please print)

Signature of person completing application: Douglas E Kramer

Date: 10-22-2015

**Buyer's Premiums (from Auctioneer Questionnaire)**

Sale Price		Fee Amount
\$0 -	\$499	\$50
\$500 -	\$2,499	\$150
\$2,500 -	\$4,999	\$250
\$5,000 -	\$7,999	\$300
\$8,000 -	\$9,999	\$325
\$10,000 -	\$14,999	\$350
\$15,000 -	\$19,999	\$375



RISK MANAGEMENT & PURCHASING  
1140 EAST PARKER STREET  
LAKELAND, FL 33801

**ADDENDUM NO. 3**  
**REQUEST FOR PROPOSAL**  
**ANNUAL AUCTIONEER SERVICES**  
**For the**  
**SALE OF SURPLUS VEHICLES AND EQUIPMENT**  
**OCTOBER 22, 2015**  
**R.F.P. NO. 5301**

The purpose of this addendum is to advise all interested parties of the following revisions and/or clarifications and to transmit the information as noted below:

- 1. **Question: Page 7 of 7: City cost/commission: are you looking for a flat or graduated fee? Buyer's premium: flat or graduated?** Last time we received both from the respondents and we will consider both since each format has advantages and disadvantages. Some had a flat fee, some had a graduated fee...  
**Question: Who is the current contractor for auction services? At what rates?** Manheim Imperial. \$500 revenue or less - 8%; \$500 or more revenue - 4%  
**Question: What was the total value of surplus inventory sold last year** \$1054550  
**Question: What percentage of inventory is vehicles, parts, machinery, heavy equipment, and personal property?** 95% vehicles, 5% heavy equipment  
**Question: Will you accept proposals from online auction services?** Yes, if services are comparable to brick and mortar auction solutions and if the proposal is a public auction  
**Question: Will you accept proposals for vehicles and equipment only?** Yes  
**Question: Will you consider alternative proposals for auction services?** Yes, if the proposal is a public auction
- 2. **R.F.P. Due Date Remains: 3:00 p.m. - Tuesday - November 3, 2015.**

**Note:** All addenda shall be acknowledged in the RFP submittal, therefore please sign the bottom of this page \*\* and return with the RFP submittal.

All other items remain unchanged.

*Linda Alspaugh*

Linda Alspaugh  
Purchasing Agent  
LA/la

Cc: Gary McLean  
File

**\*\*ADDENDUM #3 is hereby "ACKNOWLEDGED"\*\***

*Taylor G. Shaw* \_\_\_\_\_ *General Manager* \_\_\_\_\_ *Manheim Remarket* \_\_\_\_\_ *10-22-2015*  
 Signature Title Company Name Date  
 DBA Manheim Central Florida



RISK MANAGEMENT & PURCHASING  
1140 EAST PARKER STREET  
LAKELAND, FL 33801

**ADDENDUM NO. 4**  
**REQUEST FOR PROPOSAL**  
**ANNUAL AUCTIONEER SERVICES**  
**For the**  
**SALE OF SURPLUS VEHICLES AND EQUIPMENT**  
**NOVEMBER 3, 2015**  
**R.F.P. NO. 5301**

The purpose of this addendum is to advise all interested parties of the following revisions and/or clarifications and to transmit the information as noted below:

**1. R.F.P. Due Date has been extended to: 3:00 p.m. - Tuesday - November 10, 2015.**

**Note:** All addenda shall be acknowledged in the RFP submittal, therefore please sign the bottom of this page \*\* and return with the RFP submittal.

All other items remain unchanged.

*Linda Alspaugh*

Linda Alspaugh  
Purchasing Agent

LA/la

Cc: Gary McLean  
File

**\*\*ADDENDUM #4 is hereby "ACKNOWLEDGED"**

*[Signature]* \_\_\_\_\_ *General Manager* \_\_\_\_\_ *Manheim Remarketing, Inc.* \_\_\_\_\_ *11-3-2015*  
Signature Title Company Name Date  
*DBA Manheim Central Florida*



## ATTACHMENTS

I "THIS IS MANHEIM Video"

II MANHEIM RADIO AD

III MANHEIM BROCHURE

IV Manheim Exceptions & Clarifications

V Buyers Premium Table

## Executive Summary:

Manheim, Inc., a Delaware Corporation (“Manheim”), a subsidiary of COX Automotive, was established in 1945 as a wholesale vehicle auction operation and has been transforming the wholesale vehicle buying and selling experience through investments in technology and innovative products and services. Cox Automotive markets NextGear Capital (financial), OVE.com, Total Resource Auctions, Manheim Frontline, Manheim Specialty, Heavy Truck and Equipment, Manheim Consulting, and other respected brands to the remarketing industry in 15 countries, including Australia, Turkey, and the United Kingdom.

Cox Automotive is a leading provider of products and services that span the automotive ecosystem worldwide. We’ve built the strongest portfolio in the industry with more than 20 brands that together provide an end-to-end digital marketing, wholesale and commerce solutions for customers large and small. Our goal is to simplify the trusted exchange of vehicles and maximize value for dealers, manufacturers and car shoppers. Cox Automotive is a direct subsidiary of Cox Enterprises, Inc. a leading communications, media and automotive services company, (“CEI”). With more than 60,000 employees worldwide, the company’s major operating subsidiaries include Cox Communications, Inc. (cable television distribution, telephone, high-speed internet access, commercial telecommunications, and advertising solutions); Cox Media Group, Inc. (television and radio stations, digital medical, newspaper, advertising sales reps firms, Valpak, and Cox Digital Solutions); and Cox Automotive, Manheim, Inc. (vehicle auctions, repair, and certifications services and web-based technology products), AutoTrader.com, Inc. (online automotive advertising), Kelley Blue Book, vAuto and HomeNet Automotive subsidiaries.

With 22,000 employees and 113 operating locations around the globe and in Canada, Europe and Australia, with 68 of those locations located in the United States, Manheim is the world largest provider of vehicles remarketing services.

In 2014, Manheim handled 8 million used vehicles, facilitating transactions representing more than \$50 billion in value. We do business with every automobile manufacturer, all larger fleet lease companies and over 20,000 dealers in the US. We do business with approximately 60 commercial customers with a fleet size greater than 5,000 units.

We operate under a centralized market-based management approach as key element of our long-term strategy. This structure gives us a great opportunity to maximize our locations buying and selling powers, as well as, create even greater efficiencies that add value to our customers.

As the City of Lakeland progress through this proposal, they shall find that Manheim, Inc. will define highly technical capabilities with the use of maximum innovation to transport, store, advertise, prepare, sell and document auction services that will provide the City of Lakeland with a turnkey solution for the disposal of property and achieve maximum residual value for vehicles and equipment that become surplus.



Manheim video included.

### **Qualifications and Experience**

#### Reporting & Inventory Tracking –

Once the vehicles are entered into the auction’s automated inventory management system (MyLocalAuction), inventory tracking is available to any member of the City of Lakeland staff simply by entering their desktop computer system. Manheim Central Florida will provide the City of Lakeland staff members with a username and password into the MyLocalAuction system. At that point, all contact with the City of Lakeland can be made using the MyLocalAuction system. Inventory can be viewed 24/7 and vehicles will have digital pictures loaded into MyLocalAuction.

Using MyLocalAuction, the City of Lakeland achieves the objective to obtain real-time, online data source to provide current and previous auction, statistical, and inventory reporting capabilities in which specific agency information can be obtained. With the use of MyLocalAuction, the City of Lakeland can pull various reports automatically from all the information contained in MyLocalAuction.

### **Industry Impact-**

Manheim is the world's leading provider of vehicle remarketing services. Through its 113 worldwide wholesale operating locations and digital services, Manheim influences every stage of a used vehicle's life cycle, helping commercial sellers and automobile dealers maximize the full value of their vehicles. Drawing from its auction transaction volume, Manheim Consulting publishes the annual Used Car Market Report, the definitive source of data for the used car industry. Manheim Consulting offers a wide range of services including custom analytic, business optimization and macroeconomic analysis.

Additionally, Manheim offers services including reconditioning, certification, inspections, dealer financing, title management and marshaling, among others. Through its wide array of services and technologies, industry publications, customer support and educational offerings, Manheim gives its customers maximum control over how they buy and sell vehicles, helping them to conduct business in the most efficient way possible. Worldwide, the company handles nearly 6 million used vehicles annually, facilitating transactions worth more than \$50 billion value.

### **Exposure-**

Manheim is the online vehicle remarketing leader, connecting buyer and sellers to the world's largest, most comprehensive wholesale marketplace through its extensive in lane and digital offerings. Manheim.com receives of 900,000 visits each week.

### **Manheim Facilities (Location Specific Qualifications)**

Manheim Central Florida is located at 9800 Bachman Road, Orlando, FL 32824

Manheim Central Florida began operations in 1997 and is located on 263 acres. They currently have 190 employees and were one of the first sites to utilize Simulcast which provides the live auction experience on your desktop, at your fingertips and allows you to save travel and time and still get the in-lane experience.

Manheim Central Florida conducts 104 auction sales per year, including Total Resource Auctions (Salvage) every Wednesday and the Truck and Equipment sale on the second Thursday of every month.

In 2014, Manheim Central Florida successfully processed 169,268 units through its auction lanes and sold 88,212 vehicles.

Manheim Central Florida is a full service facility. Following is a snapshot of Manheim Central Florida Services and photographs of the facility. Upon your review, you will see that Manheim Central Florida is fully capable of providing the services required and deserved by the City of Lakeland.



- [Events](#)
- [Promotions](#)
- [Services](#)
- [Directions](#)
- [Lanes](#)
- [Transportation](#)
- [Contacts](#)



Phone: (407) 438-1000; (800) 966-2570  
 Fax: (407) 438-2830  
 9800 Bachman Rd  
 Orlando, FL 32824-8005

Follow Manheim Central Florida



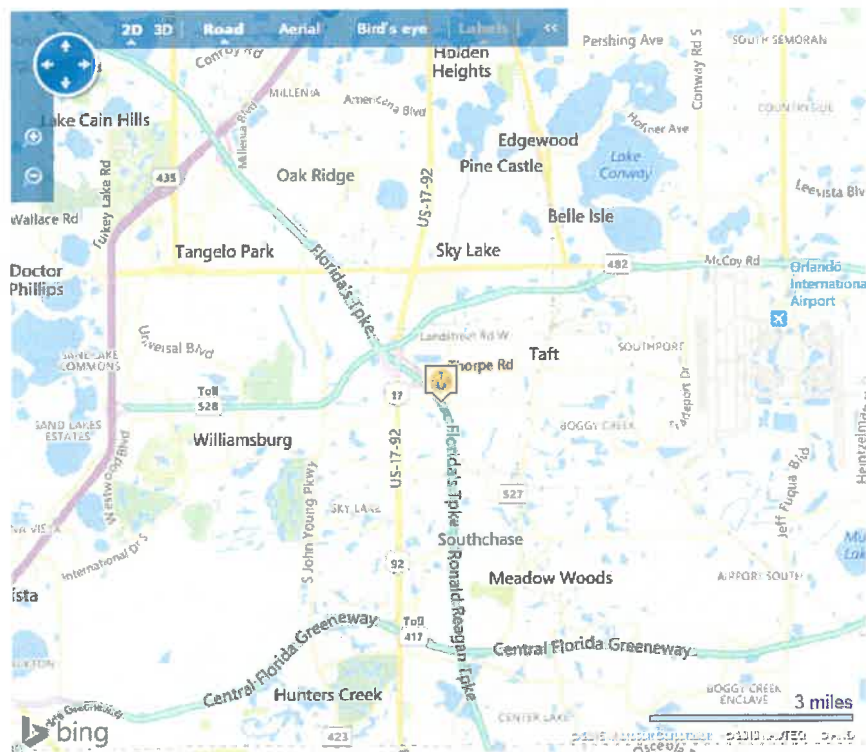
Drive Out Gate: 407-466-2550

**Main Office Hours**  
 Monday 9am-5pm  
 Tuesday 9am-5pm  
 Wednesday 7am-5pm  
 Thursday 9am-5pm  
 Friday 9am-1pm

**Commercial Truck and Equipment Sale**  
 (includes heavy trucks) - 2nd Thursday  
 each month at 10am ET

**Total Resource Auctions Sale** -  
 Wednesdays  
 Reps at 8:30am  
 Damaged rentals at 10am  
 Damaged drivable rentals at 11am

**Regular Sale** - Wednesdays 9am  
 Featuring 1500+ dealer cars; 1200 fleet  
 repos, rentals, and manufacturers







Phone: (407) 488-1000 / 800-999-0970  
Fax: (407) 488-0930

8800 Eschman Rd  
Orlando, FL 32824-8008

Follow Manheim Central Florida



Drive Out Gate: 407-488-0930

#### Main Office Hours

Monday 9am-5pm  
Tuesday 9am-5pm  
Wednesday 9am-5pm  
Thursday 9am-5pm  
Friday 9am-1pm

#### Commercial Truck and Equipment Sale

Includes heavy trucks (2nd Thursday)  
each month at 10am ET

#### Total Resource Auctions Sale -

Wednesdays  
Reps at 9:30am  
Damaged rentals at 10am  
Damaged drivable rentals at 11am

#### Regular Sale - Wednesdays 9am

Featuring 1500+ dealers cars, 1000+ fleet  
leases, rentals and manufactures

#### Imperial Nights Sale - Tuesdays 3pm

Featuring 1000+ exports and dealers trades  
Located at our TRA's site  
1243 W. Landstreet Rd, Orlando, FL 32804

#### TRA and Manheim Imperial Nights

Gate Hours of Operations  
Pickup  
Monday 9am-10am  
Tuesday and Wednesday 24 hours  
Thursday 9am-10pm  
Friday 9am-10pm

#### Transporter Gate / Drive Out Gate

Pickup  
Monday 9am-10pm  
Tuesday and Wednesday 24 hours  
Thursday 9am-10pm  
Friday 9am-10pm  
Saturday 9am-10pm  
Sunday 9am-10pm

#### Drop-Off

Monday - Sunday, 24/7



#### Se Habla Español/Spanish-speaking

A Spanish-speaking dealer will feel at ease when transacting business with Manheim at these operating locations. Spanish-speaking employees are available to meet a dealer's business needs in these key steps of their transaction: dealer sales, dealer registration, front office, lot operations, finance, and marketing.



#### Financing

NextGear Capital offers dealers customized lines of credit that can be used for a variety of inventory purchases. NextGear Capital representatives are available in all markets across the U.S. to help our customers with their floor plan needs.



#### In-Lane Auctions

Bringing qualified buyers and motivated sellers together in a live, competitive, in-lane environment.



#### Purchase Protection

Providing potential buyers with the confidence they need to trust the listed condition of the vehicles.



#### Online Auctions

OVE.com provides 24/7 access to the best selection of wholesale vehicles and provides buyers unprecedented confidence with the industry's first buy back policy. Bidin'cast provides the live auction experience on your desktop, at your fingertips, and lets you save travel and time, while still getting the in-lane experience.



#### OVE Signature Provider

Our Signature Providers all offer vehicle listing verification, transportation support, transaction support within 24 hours, designated-sold parking areas, timely paperwork, and hassle-free transactions. For more information regarding OVE.com Signature Providers, contact the online manager at the location.



#### Reconditioning

Whether your cars need to be retail-ready or ready for the auction lane, Manheim reconditioning services are second to none. Frontline Services include vehicle detailing, light mechanical repairs, wizard repairs, auto body repairs, and vehicle customization.



#### Specialty Auctions

Select Manheim auctions with specialized facilities, staff, and service expand their sale offerings to include boats, RVs, motorcycles, powersports, trucks, and equipment in regularly scheduled auctions.



#### Salvage (TRA) Auctions

These auctions offer salvage, damaged, and inoperable vehicle sales. International and domestic buyers can purchase lightly damaged late-model units, specialty and theft recovery cars, and insurance vehicles from trusted brands.



#### Transportation

Manheim nationwide centrally administered transportation services leverage over 800 transport carriers, brokers, and drive services to deliver superior service to Manheim customers.











### **Security & Storage-**

When the City of Lakeland's vehicles and equipment are properly checked into the auction, they shall be in an environment that is safe and secure. Manheim Central Florida is a completely fenced and lighted facility designed to protect our client's assets to the utmost. The facility is manned by auction –employed full-time security staff 24/7/365. There is only one gate to access or egress the auction's securing storage and that gate is manned by security at all times. Once the City of Lakeland asset enters the property, it cannot egress without a properly prepared bill of sale or other document without management approval. In cases where the City of Lakeland may require an asset to be returned, a proper task order, issued by the City of Lakeland must accompany the unit when it is returned to the City of Lakeland.

Vehicles will be stored directly on the Manheim Central Florida's property until they sell to an approved buyer. The auction will continue to store the vehicle for up to five (5) business days after it is sold based on auction terms and conditions. Obviously, when a vehicle buyer knows that they may not be able to remove their new purchase within the prescribed timeframe, the auction General Manager can approve holding the unit beyond the standard timeframe. Manheim Central Florida will accommodate the City of Lakeland surplus buyers to the maximum

## **Transportation**

Upon notification from the City of Lakeland, Manheim Central Florida will dispatch one of its auction-owned transportation units or contact an approved transporter, whoever is appropriate, and pick up vehicles and equipment within (10) business days. In all circumstances, pick-ups at the City of Lakeland locations will not exceed ten (10) business days.

The transporter creates a manual condition report insuring an accurate documentation trail for vehicles and equipment. This documentation helps the auction to insure that the City of Lakeland assets remain in the same condition as when it was picked-up.

Transporters return all vehicles and equipment to Manheim Central Florida for storage. The vehicles will be checked into the auction using Manheim's state-of-the-art automated inventory management system. Vehicles and equipment are "bar coded" for ease of identification and the check-in staff used a handheld computer to enter the appropriate identification information. An electronic condition report is generated and the auction staff makes digital pictures of all vehicles.

The condition report writer makes special notations when it is obvious that transport damage has occurred. Manheim Central Florida bears all responsibility for damage when the unit is first picked-up by the transporter at the City of Lakeland.

## **Reconditioning & Maximum Returns:**

Manheim Central Florida shall review all vehicles and equipment being prepared for sale to make smart decisions on how best to appearance re-condition vehicles and equipment to achieve the maximum residual value on behalf of the City of Lakeland.

Manheim Central Florida will make notations in the MyLocalAuction system pertaining to recommended reconditioning and mechanical repairs if necessary along with estimates. The City of Lakeland will have the option of approving for additional reconditioning and repairs at their expense. For the City of Lakeland assets that may take a bit of time to accumulate, Manheim Central Florida commits to hold the City of Lakeland sales at a minimum of once a quarter. It may take a period of time for the City of Lakeland to surplus a representative amount of assets to make a sale economical.

## **Mileage (Odometer ) Statements:**

Manheim Central Florida shall check and verify all odometer's on the City of Lakeland's vehicles. According to the Manheim Central Florida Bill of Sale Odometer Disclosure the statement is provided and listed with Section 580.5 The odometer Disclosure for Florida and State Law requires Manheim Central Florida to complete the disclosure statement and failure to do so may result in fine and/or imprisonment.

Other types of inspections completed by the auction are Vehicle Identification Inspections, Police Inspections, Stolen Recovery and Odometer Inspections.

At the time the unit is stocked in Manheim Central Florida provides the Odometer reading. This will then become the miles used for the Bill of Sale. If the unit has a previous branding or recording of Not Actual Miles or Exempt, even if miles are recorded at the time of stock in, we will make the required announcements such as the two listed above.

**Titles:**

Manheim Central Florida shall process all title paperwork at the auction site for customers buying the City of Lakeland's assets. Manheim Central Florida has title clerks employed full time to support all our buying customers. Manheim Central Florida shall insure that the City of Lakeland's taxes are paid upon completion of a selling transaction within the requirements of Florida law. Manheim Central Florida shall report dollar value, as required by the RFP, on all sales that occur at Manheim Central Florida.

Manheim Central Florida handles auction-buying customers routinely in their day-to-day business. Many of our buying customers have scrutinized and approved credit accounts with Manheim. Manheim Central Florida assumes the responsibility of collecting all funds for buyers purchasing the City of Lakeland's assets. The City of Lakeland is never placed in jeopardy of not receiving payment for the sale of any of its assets.

**Manheim Government Auction Experience:**

Manheim.com has a page dedicated to informing our customers of government vehicle and public auctions sales taking place around the country, and the URL address is [www.manheim.com/products/public\\_auctions](http://www.manheim.com/products/public_auctions).

Manheim Central Florida has served the US Government for 15 years, which includes the US Marshall Services.

Manheim Central Florida has sold units for the (See document I) the handling of titles varies by agency or group.

**Marketing & Promotions:**

Manheim has an extremely creative and effective marketing team that produces materials for print, online and trade publications. Below are a few examples of these materials.

Go Further

Ford Credit

Driving the Future

OPEN SALE EVENT

**RUNNING WEEKLY**

*Reeling in the Deals!*

Always starts our sale at 9am with an **OUTSTANDING** lineup!

Manheim Tampa

401 S 50th Street Tampa, FL 33619 • 813-247-1666

Sale Every Thursday at 9am

Santander ORIGINAL

**Open Sale**  
Inline and via Simulcast

*Reeling in the Deals!*

**Running Weekly**

Giving Away  
Rod N Reel, Tackle Boxes,  
Columbia Fishing Shirts, Fishing Gear  
and **MUCH MORE!**

Manheim.com

Manheim Tampa

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Manheim myMobileListing Visit Manheim.com

Search at Manheim and OVE.com Inventory 24/7 SEARCH NOW



## Introducing the myMobileListing APP

The myMobileListing App is a mobile application that allows you to enter vehicle information, choose condition information, and list the vehicle in the Manheim marketplace, all with the convenience of your mobile device.

- Uses mobile technology so you can list from anywhere
- Automatically grades the vehicle based on the condition information you input online
- Supports photos and video-ming to visually describe the vehicle's condition

The myMobileListing app is free to download and free to use on iPhones, iPads and Android devices to download the Manheim myMobileListing app to your mobile device from the Apple App Store or the Google Play store. Look for the "Manheim myMobileListing" logo.

**FREE**  
to download




**FREE**  
to use



**VIEW OVERVIEW VIDEO**

**VIEW TRAINING VIDEO**

**REGISTER NOW**

**FREQUENTLY ASKED QUESTIONS**

[About Manheim](#) | [Products & Services](#) | [Mobile Apps](#) | [Cars](#) | [Manheim](#) | [Manheim](#) | [The Learning Center](#) | [Contact Us](#) | [Help](#) | [Feedback](#)

[Facebook](#) [Twitter](#) [YouTube](#)



**myLot**  
Buy directly from seller's lots  
[View Sale Inventory](#)

[Click Here](#) for a complete list of Online Event Sales.



**ARI**  
Daily 1AM - 10PM ET  
[View Sale Inventory](#)

avis budget

**All ABG Inventory**  
Featuring  
**Premium Early Access Vehicles**  
[view Sale Inventory](#)

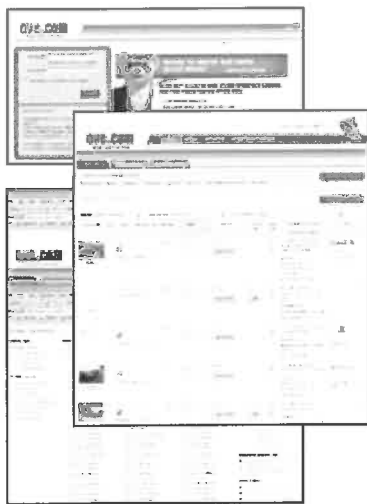


### Online Wholesale Marketplace

Manheim's online solutions connect used vehicle buyers and sellers around the globe to the largest, most comprehensive physical and virtual wholesale marketplace for vehicles.

Customers include both used vehicle dealers and national vehicle remarketers. Our online tools help dealers research, buy, and sell used vehicles via [Manheim.com](http://Manheim.com), [Manheim Simulcast](http://Manheim Simulcast) and [OVE.com](http://OVE.com). Our tools offer dealers access to the largest wholesale inventory, online and offline.

Manheim's website, [Manheim.com](http://Manheim.com), is a dealer's online source for the tools and information needed to quickly and easily locate vehicles, assess values, bid and buy vehicles online, and manage your Manheim account.



OVE.com is Manheim's 24/7 online wholesale vehicle marketplace with the largest selection of inventory in the industry. Sellers can remarket inventory quickly and easily, and buyers save on time and travel expenses.

Buy now, or bid and make offers on the largest nationwide selection of wholesale inventory available. Physical auction locations across the U.S. facilitate

each transaction on the site, guaranteeing titles and money, and providing arbitration if needed. OVE.com is also the only online wholesale site in the industry with a standing "no questions asked" online buy back policy.

## Simulcast

Through Manheim.com, users can access:

- PowerSearch: The starting point to find vehicles and their values.
- Auction sales schedules, including Specialty and Highline vehicles.

- Condition Reports
- Manheim location information
- Manheim Simulcast
- Simulcast Everywhere
- OVE.com
- Manheim Market Report (MMR)
- myAccount
- Post-sale results



*Registration is required to access the resources available on Manheim.com.*

## Dealer Benefits

- Locate the vehicle you need quickly and easily.
- Assess condition/view condition reports.
- Research vehicle values through Manheim Market Report.
- Buy or sell vehicles conveniently from your desktop through Simulcast and OVE.com.
- Views purchase/selling history and make online payments through myAccount.





Accessible via Manheim.com, Manheim Simulcast enables customers to buy and sell online in live auction sales via real-time audio and video. For buyers, it's as if you're standing in the auction lanes. For sellers using the remote seller tool, it's as if you're "repping" on the block.

Manheim Simulcast provides customers with the world's largest online inventory for live auction sales.

### Dealer Benefits

- **Peace of Mind:** Manheim stands behind every transaction, so you can buy with confidence. Industry-leading electronic condition reports and optional post-sale inspections are also available.
- **Work Smarter:** Since you don't need to travel to the auction, you'll have more time to sell on your own lot.
- **Unmatched Inventory Selection:** Access to over 110,000 vehicles and 750 sales weekly at Manheim's North American locations.
- **More Bidders/Buyers:** Expand your reach and expose your inventory to a national audience.
- **Remote Seller:** Representing your vehicles online helps reduce If-Bids and No Sales and increases profits.



myAccount is a complimentary online tool that offers Manheim customers a convenient way to make payments and keep track of auction transactions. Access information for any Manheim location in real time, 24/7.

myAccount lets you:

- View vehicle history data
- Look up all transaction activity for a particular vehicle
- Pay for vehicles via an electronic bank debit
- Review outstanding balances
- Check the current status of a title or transaction
- Calculate interest on MAFS vehicles



### Dealer Benefits

- Access real-time account information for any Manheim location
- Pay for auction purchases and post-sale inspection fees — no more special auction trips or overnighted checks
- Get title and arbitration status updates as soon as they are available
- See and print run lists for upcoming auctions

## Mobile



Stay on top of your business with the latest mobile features from Manheim. To experience on-the-go convenience of some of the site's most popular features, go to [www.manheim.com](http://www.manheim.com) from any mobile device, or download the Manheim app for iPhone® and Android™.

## Updates



## Simulcast on Mobile

Simulcast is now available on your iPhone or iPad. Bid on and purchase vehicles from anywhere — even if you're at the auction and want to bid on inventory in a different lane or location.

Available for iOS devices; coming soon to Android.

## Vehicle Notifications

My Purchases lets you set up and receive notifications about PSI, title, and vehicle availability updates. If a status changes and you've requested an alert, we'll send you a text message with the update.

## Features

Our app lets you find the vehicle you need, wherever you are.

- Simulcast proxy bidding
- Scan a VIN, get the MMR

- Full vehicle search
- Bid, Buy Now, or Make an Offer
- CarFax, AutoCheck, and Condition Reports

To download the Manheim app, just search "**Manheim**" in the [Apple App Store](#)<sup>SM</sup> or [Google Play Store](#).

Apple, the Apple logo, iPad, iPhone, iPod touch, and iTunes are trademarks of Apple Inc., registered in the U.S. and other countries. App Store is a service mark of Apple Inc. Android is a trademark of Google Inc.

## Manheim Market Report

Manheim Market Report (MMR) is the premier indicator of wholesale prices. Manheim's pricing calculations are based on over 10 million sales transactions for the previous 13 months — with precise pricing unmatched by guide books. And, the pricing is refreshed each night. The large volume of data removes the need for statistical interpretation, allowing neutral pricing computations, without opinion or bias.

## Dealer Benefits



- Accurate market pricing increases the chances of selling vehicles
- Complimentary access makes it easy to get pricing data
- View the industry's most comprehensive listings by make and model

## On the Go? Use Mobile MMR

The premier indicator of wholesale prices has gone mobile. Get the industry's most accurate pricing data whenever and wherever you are. Just grab any Internet-enabled phone and visit [manheim.com](http://manheim.com).

- Use [Mobile MMR](#)
- Use [Internet MMR](#)
- Download [Desktop MMR](#)

### Important Notice Regarding Handheld MMR

Handheld MMR is no longer available for new subscriptions. To access MMR values, please visit [Internet MMR](#).

### Condition Reports

#### InSight reports include:

- Digital images of each vehicle's interior and exterior
- Assessments of damages and repairs
- Tire/wheel information and tread depth
- Odometer reading
- OEM and after market add-on equipment



**With InSight ECR reports, buyers can realize:**

- Increased buying confidence
- Effective comparison shopping
- Vehicle condition and reconditioning recommendations
- Decreased risk of arbitration/buy back hassles

**Sellers can achieve:**

- Higher online sales percentage
- Higher sales price in-lane and online
- Understanding of reconditioning recommendations
- Decreased risk of arbitration/buy back hassle

**Reconditioning Services**

Vehicles that look better, sell better. Manheim Frontline provides an array of high-quality reconditioning services—a convenient way to ensure your vehicles are retail ready—adding value and helping to power your profits. Our trusted techniques and trained technicians prepare your vehicles faster to sell at higher prices.

**Manheim Frontline Offers:**

- Detailing Services
- Auto Body Repair
- Light Mechanical Work
- Post-Sale Inspections
- Other Cosmetic Services
- Paintless Dent Removal



# ove.com

**Access the freshest inventory. Expand selling opportunities and more.**

Online Event Sales offer timed online sales, which can be accessed via **Manheim.com** or **OVE.com**. Sales can be **Bid** or **Buy Now**. Sellers can take advantage of additional marketing support for their online inventory. Buyers can benefit with easy and direct access to targeted groups of inventory online.

Plus, every vehicle follows the same criteria as the in-lane vehicles—including a **Manheim-approved Condition Report** and our **Online Buy Back Policy**.

**With Online Event Sales, you can:**

- Drive more eyes to your listings with added marketing support
- Enjoy faster access to targeted groups of inventory: Dealer Cars, Specialty, National Account or Auction



## Operational Plan -

Manheim has a team approach to this type of business. While the Commercial Sales team is responsible for this RFP and communicating the fees and expectations to our sites that would ultimately be selling your vehicles and maintaining an ongoing relationship with Manheim Central Florida, it is the responsibility of our operations team at each of our auction sites to perform the services outlined

Manheim Central Florida is the proposed primary operational entity for the City of Lakeland's surplus property program. We provide the same service for hundreds of customers throughout the country. The following narrative shall provide evaluators with a detailed process the auction will follow for serving the City of Lakeland.

Manheim Central handles auction-buying customers routinely in their day-to-day business. Many of our buying customers have scrutinized and approved credit accounts with Manheim. Manheim Central assumes the responsibility of collecting all funds for buyers purchasing City of Lakeland assets. City of Lakeland is never placed in jeopardy of not receiving payment for the sale of any of its assets.

Manheim Central Florida shall report dollar value, as required by the RFP, on all sales that occur at Manheim Central Florida. Should the City of Lakeland choose to extract their own reports from MyLocalAuction; Manheim shall provide training material for MyLocalAuction for the City of Lakeland staffers so that this can be done.

Manheim has an automated product called the Manheim Market Report (MMR). The MMR is an actual daily-updated product of vehicle values sold at all 70 Manheim locations throughout the United States. All Manheim auctions batch process their data in the Atlanta Corporate Headquarters every night, and that process keeps the MMR as the most accurate tool on the market today.

Other value-determining product like NDA and Black Book update monthly and leaves the user continuously one month behind. With MMR, Manheim Central Florida can easily determine the fair market value of City of Lakeland assets daily. Manheim Central Florida is committed to the City of Lakeland and producing the highest possible returns for City of Lakeland assets.

Manheim has significant experience selling specialty equipment and "yellow metal". Reserve prices for this type of equipment are obtained through standard equipment publications and



from results generated from recent sales of that type of equipment. Manheim's Specialty auction group has developed a large database of customers seeking to buy "specialty" items like ambulances, road graders, dump trucks, garbage collection vehicles, and firefighting equipment etc. The Specialty auction group works hand-in-hand with all Manheim auctions, including Manheim Central Florida and assists them in determining fair market values. They also provide marketing assistance so that the right customers get notified that the City of Lakeland specialty assets are available for sale.

Should Manheim Central Florida be selected as the successful Proposer, the auction can begin accepting pick-up orders from City of Lakeland one day after the contract is awarded. Under our concept of operations, all vehicles and equipment shall be transported to the auction in Orlando, Florida. We are currently serving customers and conducting sale operations weekly. Should the City of Lakeland choose Manheim Central Florida for the award, the first City of Lakeland assets can flow one (1) day later.

Manheim applies best practices gained from our experience from all the auctions in our chain, including Manheim Central Florida, and insures that the highest quality of service is available to all our government clients. During the process when the City of Lakeland vehicles and equipment are being prepared and staged for sale, the auction's marketing and advertising department prepares ads and flyers preparing for sale day.

The entire process timeline is determined once the auction is in receipt of the task orders for the City of Lakeland vehicles/equipment requiring transport. The auction management team that includes the General Manager (GM), the Marketing Manager, and the Operations Manager to determine the most appropriate time to hold a "live auction" and a date is set. All marketing and advertising is driven by the sale date. The operations manager provides "run order" vehicle information to the marketing manager and using our automated inventory systems, an electronic catalog is prepared. Customers attending pre-sale inspection and the live auction receive an inventory catalog with terms and conditions of sale at no cost.

The marketing department advertises in newspapers, both large metropolitan versions and smaller publications, and car magazines and penny shoppers. The marketing group emails hundreds of vehicle dealers that frequent Manheim Central Florida weekly. Public buyers receive fax information when requested. The auction's full time marketing group makes phone calls to car dealers advising them of the City of Lakeland sale date.

Again, public buyers receive phone calls when requested. The City of Lakeland's vehicles are staged for public inspection 5 business days prior to the commencement of the auction sale.



**Documentation A**

Number of registered buyers in last five sales:

Week of 10/12/2015		Week of 10/05/2015	
Total Dealer Attendance	2,578	Total Dealer Attendance	2,787
Dealers On Site	1,401	Dealers On Site	1,414
Simulcast Attendance	1,177	Simulcast Attendance	1,373
Week of 9/28/2015		Week of 9/21/2015	
Total Dealer Attendance	1,668	Total Dealer Attendance	2,595
Dealers On Site	1,494	Dealers On Site	1,464
Simulcast Attendance	1,174	Simulcast Attendance	1,131
Week of 9/14/2015			
Total Dealer Attendance	2,696		
Dealers On Site	1,419		
Simulcast Attendance	1,277		

## **Key Personnel Documentation B & G**

### **Doug Kramer                      General Manager**

Doug started his career with Manheim Remarketing in 1995 as the Operations Manager at Manheim Tampa. Doug remained at that location until 2003 when he went to Manheim Dallas- Fort Worth to be the Assistant General Manager. After two years in Dallas, Doug was asked to help out at Manheim Fort Lauderdale. He spent the next six years at that location as the AGM before making his next move. In 2011 Doug was assigned the task of being the Market Recon Operations Manager. In 2013 Doug became the Auction Manager of Manheim Central Florida.

### **Fabian Ortiz                      Assistant General Manager**

Fabian started his career with Manheim Remarketing in 1999 at the Arizona Auto Auction as an accounting clerk. In 2003 Fabian moved from accounting to the lease department as an account coordinator. Then in 2004 Fabian was recognized as a leader and put into Manheim's management training program for the next 12 months. Upon completion of the program Fabian returned to Arizona Auto Auction as the new Fleet Lease Manager. From there Fabian held numerous other management positions learning how every department operated. November 2014 Fabian joined our team at Manheim Central Florida as the Assistant General Manager.

### **Frank Copeland                      Truck and Equipment Sale Manager**

Frank started his career with Manheim Remarketing in 2006 at Manheim Fort Wayne, at the time it was the largest Truck and Equipment Sale in the country offering 500+ units every two weeks. During his time at that location Frank held numerous positions helping him build his knowledge of the auction processes as well as how to handle heavy equipment. Frank has proven to be an expert on the condition report/ inspection process and is a certified trainer recognized by Manheim's Inspector Certification Program. In 2012 he transferred to Manheim Central Florida as a Master Inspector/ Trainer where he was responsible for supervising and training up to 25 inspectors daily.

### **Marisol Gines                      Specialty Coordinator (Inside)**

Marisol started her career with Manheim Remarketing at Manheim Central Florida in 1997 as a finance company clerk. In 2004 Marisol changed roles and went to the body shop to hone her administrative skills for the next seven years. During this time she assisted with every aspect of the daily operations of the body shop at that location. Then in 2011 she became part of the centralized purchasing and procurement team. Two years later she joined the Truck Sale in her current position.

### **Jamal Applewhaite                      Specialty Coordinator (Outside)**

Jamal started his career with Manheim Remarketing at Manheim Central Florida this year. Before Jamal joined our team he was employed by U.S. Express as a full time trainer/driver for six years. During his time there he was awarded the Safe Driver Award twice. Jamal has trained over 50 truck driving students who are now licensed professional truck drivers.

**Tammy LaFerra, Lisa Beverly, & Darlene Conkling**

**Registered Notaries**

Manheim Central Florida has up to three registered notaries on property at any given time. We have four full time title clerks and three dependable personal that come in on sale day to help process titles. Tammy started her career with Manheim in 2011 at Manheim Central Florida as a title clerk. Lisa started her career in 1995 at Manheim Central Florida as the QC for the detail shop. From there she branched out as an account coordinator for a few years before taking up her current position in 2008.

**Scope of Services: Documentation C, D, E, & F**

Manheim Qualifications – Manheim holds all pertinent licenses to conduct business in the state of Florida, specifically that of automotive Auction Services.

**CORPORATION SERVICE COMPANY**

[www.cscglobal.com](http://www.cscglobal.com)

CSC- Tallahassee

1201 Hays Street  
Tallahassee, FL 32301-2607  
800-342-8086  
850-558-1515 (Fax)

**Matter#** Not Provided

**Order#** 133172-35

**Project Id :**

**Order Date** 09/23/2009

<b>Entity Name:</b>	MANHEIM REMARKETING, INC.
<b>Jurisdiction:</b>	FL - Secretary of State
<b>Request for:</b>	Qualification Filing
<b>File#:</b>	F09000003953
<b>File Date:</b>	10/01/2009
<b>Result:</b>	Filed

Ordered by JOAN COMO at COX ENTERPRISES, INC

Thank you for using CSC. For real-time 24 hour access to the status of any order placed with CSC, access our website at [www.cscglobal.com](http://www.cscglobal.com).

If you have any questions concerning this order or CSCGlobal, please feel free to contact us.

Troy Todd  
[ttodd1@cscinfo.com](mailto:ttodd1@cscinfo.com)

The responsibility for verification of the files and determination of the information therein lies with the filing officer; we accept no liability for errors or omissions.



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

October 7, 2009

CSC  
ATTN: TROY TODD

Qualification documents for MANHEIM REMARKETING, INC. were filed on October 1, 2009 and assigned document number F09000003953. Please refer to this number whenever corresponding with this office.

Your corporation is now qualified and authorized to transact business in Florida as of the file date.

A corporation annual report/uniform business report will be due this office between January 1 and May 1 of the year following the calendar year of the file date. A Federal Employer Identification (FEI) number will be required before this report can be filed. If you do not already have an FEI number, please apply NOW with the Internal Revenue by calling 1-800-829-4933 and requesting form SS-4.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have any questions regarding this matter, please contact this office at (850) 245-6934.

Loria Poole  
Regulatory Specialist II  
New Filing Section  
Division of Corporations

Letter Number: 309A00032400

Account number: I20000000195

Amount charged: 70.00

**APPLICATION BY FOREIGN CORPORATION FOR AUTHORIZATION TO TRANSACT  
BUSINESS IN FLORIDA**

*IN COMPLIANCE WITH SECTION 607.1503, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A FOREIGN CORPORATION TO TRANSACT BUSINESS IN THE STATE OF FLORIDA.*

1. Manheim Remarketing, Inc.  
(Enter name of corporation; must include "INCORPORATED," "COMPANY," "CORPORATION," "Inc.," "Co.," "Corp.," "Inc.," "Co.," or "Corp.")

(If name unavailable in Florida, enter alternate corporate name adopted for the purpose of transacting business in Florida)

2. Delaware 3. 58-1620001  
(State or country under the law of which it is incorporated) (FEI number, if applicable)

4. 4/24/1985 5. perpetual  
(Date of incorporation) (Duration: Year corp. will cease to exist or "perpetual")

6. \_\_\_\_\_  
(Date first transacted business in Florida, if prior to registration)  
 (SEE SECTIONS 607.1501 & 607.1502, F.S., to determine penalty liability)


7. 6205 Peachtree Dunwoody Road, Atlanta, GA 30328  
(Principal office address)  
6205 Peachtree Dunwoody Road, Atlanta, GA 30328  
(Current mailing address)

8. Owner/operator of wholesale automobile auction business  
(Purpose(s) of corporation authorized in home state or country to be carried out in state of Florida)

9. Name and street address of Florida registered agent: (P.O. Box NOT acceptable)  
 Name: Corporation Service Company  
 Office Address: 1201 Hays Street  
Tallahassee, Florida 32301  
(City) (Zip code)

09 OCT - 1 PM 12: 35  
 SECRETARY OF STATE  
 TALLAHASSEE, FLORIDA  
 APPROVED  
 AND  
 FILED

10. Registered agent's acceptance:  
*Having been named as registered agent and to accept service of process for the above stated corporation at the place designated in this application, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.*

By: Corporation Service Company Troy Todd  
 as its agent  
(Registered agent's signature)

11. Attached is a certificate of existence duly authenticated, not more than 90 days prior to delivery of this application to the Department of State, by the Secretary of State or other official having custody of corporate records in the jurisdiction under the law of which it is incorporated.

# Delaware

PAGE 1

*The First State*

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "MANHEIM REMARKETING, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-THIRD DAY OF SEPTEMBER, A.D. 2009.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "MANHEIM REMARKETING, INC." WAS INCORPORATED ON THE TWENTY-FOURTH DAY OF APRIL, A.D. 1985.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

2060209 8300

090876787

You may verify this certificate online  
at [corp.delaware.gov/authvor.shtml](http://corp.delaware.gov/authvor.shtml)



  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 7542358

DATE: 09-23-09



**MANHEIM REMARKETING LIMITED PARTNERSHIP**  
**6205 Peachtree Dunwoody Road**  
**Atlanta, Georgia 30328**

October 6, 2009

Department of State  
Division of Corporations  
Corporate Filings  
P.O. Box 6327  
Tallahassee, FL 32314

RE: Affiliation Letter on behalf of Manheim Remarketing, Inc., a Delaware Corporation


To Whom It May Concern:

Please accept Manheim Remarketing, Inc.'s Application by Foreign Corporation For Authorization to Transact Business in Florida.

Both Manheim Remarketing, Inc. and Manheim Remarketing Limited Partnership, a Florida limited partnership, are ultimately owned by the same parent company. Manheim Remarketing, Inc. is wholly-owned by Manheim Investments, Inc., a Nevada corporation, which in turn is wholly-owned by Manheim, Inc. The general partner of Manheim Remarketing Limited Partnership, Greater Orlando Auto Auction, Inc., a Florida corporation, is wholly-owned by Manheim Investments, Inc.

If you have any questions regarding the above, please contact Joan Como at (678) 645-0835. Thank you.

Sincerely,



Andrew A. Merdek  
Secretary of  
Greater Orlando Auto Auction, Inc.,  
general partner of Manheim Remarketing  
Limited Partnership

AAM:jlc

**2015 Florida Annual Resale Certificate for Sales Tax**DR-13  
R. 10/14**THIS CERTIFICATE EXPIRES ON DECEMBER 31, 2015**Business Name and Location AddressCertificate NumberMANHEIM REMARKETING INC  
MANHEIM CENTRAL FLORIDA  
9900 BAC-MAN RD  
ORLANDO, FL 32824-2006

58-80\*5215155-1

By extending this certificate or the certificate number to a selling dealer to make eligible purchases of taxable property or services exempt from sales tax and discretionary sales surtax, the person or business named above certifies that the taxable property or services purchased or rented will be resold or re-rented for one or more of the following purposes:

- Resale as tangible personal property.
- Re-rental as tangible personal property.
- Resale of services.
- Re-rental as commercial real property.
- Incorporation into and sale as part of the repair of tangible personal property by a repair dealer.
- Re-rental as transient rental property.
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing.

**Florida law provides for criminal and civil penalties for fraudulent use of a Florida Annual Resale Certificate.**

The *Florida Annual Resale Certificate* is issued to active, registered sales and use tax dealers. **As a buyer**, use your certificate to purchase or rent property or services tax exempt that you intend to resell or re-rent to your customers. You cannot use this certificate to purchase or rent property or services that you will use in your business. **As a seller**, you must collect sales tax and discretionary sales surtax imposed on retail sales or rentals of taxable property or services, unless the transaction is exempt.

**Seller Certificate Verification** - Verify resale or exemption certificates using a customer's sales tax certificate number:

- Phone: 877-FL-RESALE (877-357-3725)
- Online: Go to [www.myflorida.com/dor](http://www.myflorida.com/dor) and select "More e-Services" and then "Verify resale and exemption certificate"
- Mobile App: *Florida Tax (FL Tax)* mobile app for iPhone, iPad, Android phones and tablets, Windows Phone

If you obtain an authorization number for each tax-exempt sale, or for all sales to a specific customer, you do not need to keep a copy of the customer's *Florida Annual Resale Certificate*.

**2015 Florida Annual Resale Certificate for Sales Tax**DR-13  
R. 10/14**THIS CERTIFICATE EXPIRES ON DECEMBER 31, 2015**Business Name and Location AddressCertificate NumberMANHEIM REMARKETING INC  
TOTAL RESOURCE AUCTIONS-CENTRAL FL  
1240 W LANDSTREET RD  
ORLANDO, FL 32824-6029

58-80152321-0-6

By extending this certificate or the certificate number to a selling dealer to make eligible purchases of taxable property or services exempt from sales tax and discretionary sales surtax, the person or business named above certifies that the taxable property or services purchased or rented will be resold or re-rented for one or more of the following purposes:

- Resale as tangible personal property.
- Re-rental as tangible personal property.
- Resale of services.
- Re-rental as commercial real property.
- Incorporation into and sale as part of the repair of tangible personal property by a repair dealer.
- Re-rental as transient rental property.
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing.

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- Online: Go to **[www.myflorida.com/dor](http://www.myflorida.com/dor)** and select "**More e-Services**" and then "**Verify resale and exemption certificate**"
- Mobile App: **Florida Tax (FL Tax)** mobile app for iPhone, iPad, Android phones and tablets, Windows Phone

If you obtain an authorization number for each tax-exempt sale, or for all sales to a specific customer, you do not need to keep a copy of the customer's *Florida Annual Resale Certificate*.

# LICENSE CERTIFICATE

STATE OF FLORIDA  
DEPARTMENT OF HIGHWAY SAFETY AND  
MOTOR VEHICLES  
DIVISION OF MOTORIST SERVICES

MANHEIM REMARKETING INC  
9800 BACHMAN RD  
ORLANDO, FL 32824-8005

## License

FOR A MOTOR VEHICLE AUCTIONS

LICENSE NUMBER  
VA/1004769/14  
SUPPLEMENTAL LOT

EFFECTIVE DATE  
04/09/2014

EXPIRATION DATE  
04/30/2016

THIS CERTIFIES, THAT

MANHEIM REMARKETING INC  
MANHEIM CENTRAL FLORIDA

AT 9800 BACHMAN RD  
ORLANDO, FL 32824

IS HEREBY LICENSED UNDER THE PROVISIONS OF SECTION

320.60-320.70, FLORIDA STATUTES TO CONDUCT AND CARRY ON  
BUSINESS AS A MOTOR VEHICLE AUCTION AT THE ABOVE DESCRIBED  
LOCATION

GIVEN UNDER MY HAND AND SEAL THE ABOVE DATE WRITTEN.

*Ed Boyles*

BUREAU CHIEF



*Clyde B. Walker*

DIRECTOR

DMV 94103 (REV. 2/11) 3

STATE OF FLORIDA

VOID  
IF  
ALTERED

VOID  
IF  
ALTERED

# LICENSE CERTIFICATE

STATE OF FLORIDA  
DEPARTMENT OF HIGHWAY SAFETY AND  
MOTOR VEHICLES  
DIVISION OF MOTORIST SERVICES

MANHEIM REMARKETING INC  
9800 BACHMAN RD  
ORLANDO, FL 32824-8005

## License

FOR AN INDEPENDENT DEALER IN  
MOTOR VEHICLES

LICENSE NUMBER  
VI/1004768/B

SUPPLEMENTAL LOT

EXPIRES DATE

04/09/2014

EXPIRATION DATE

04/30/2016

THIS CERTIFIES, THAT

MANHEIM REMARKETING INC  
MANHEIM CENTRAL FLORIDA

AT 9800 BACHMAN RD  
ORLANDO, FL 32824

IS HEREBY LICENSED UNDER THE PROVISIONS OF SECTION

320.27, FLORIDA STATUTES TO CONDUCT AND CARRY ON BUSINESS AS  
AN INDEPENDENT DEALER IN MOTOR VEHICLES AT THE ABOVE  
DESCRIBED LOCATION

GIVEN UNDER MY HAND AND SEAL THE ABOVE DATE WRITTEN.

*Ed Boyle*

BUREAU CHIEF



*Clyde B. Walker*

DIRECTOR

BSMV 04103 (REV. 2/2012)

STATE OF FLORIDA

VOID  
IF  
ALTERED

VOID  
IF  
ALTERED

# LICENSE CERTIFICATE

STATE OF FLORIDA  
DEPARTMENT OF HIGHWAY SAFETY AND  
MOTOR VEHICLES  
DIVISION OF MOTORIST SERVICES

MANHEIM REMARKETING INC  
9800 BACHEMAN RD  
ORLANDO, FL 32824-8005

## License

FOR A DEALER OF SALVAGED OR  
WRECKED MOTOR VEHICLES

LICENSE NUMBER  
ED/1004768/2

EXPIRES ON/TOTAL LOT

EXPIRATION DATE  
04/30/2016

ISSUANCE DATE  
04/09/2014

THIS CERTIFIES THAT

MANHEIM REMARKETING INC  
TOTAL RESOURCE AUCTIONS - CENTRAL FLORIDA

AT 1250 W LANDSTREET RD  
ORLANDO, FL 32824

IS HEREBY LICENSED UNDER THE PROVISIONS OF SECTION

320.27, FLORIDA STATUTES TO CONDUCT AND CARRY ON BUSINESS AS  
A DEALER IN SALVAGED OR WRECKED MOTOR VEHICLES AT THE ABOVE  
DESCRIBED LOCATION

GIVEN UNDER MY HAND AND SEAL THE ABOVE DATE WRITTEN.

*Ed Broyles*

BUREAU CHIEF



*Clyde B. Walker*

DIRECTOR

FORM 04103 (REV. 2/11)

STATE OF FLORIDA

VOID  
IF  
ALTERED

VOID  
IF  
ALTERED

**Scott Randolph, Tax Collector      Local Business Tax Receipt      Orange County, Florida**

This local business tax receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to registration of zoning, health and other lawful authorities. This receipt is valid from October 1 through September 30 of receipt year. Delinquent penalty is added October 1.

2015      EXPIRES      9/30/2016      3502-0511230  
3502 WHOLESALE-AUTOS/TRU      \$90.00      50 EMPLOYEES + 3267      AUTO/TRUCK SALES      \$90.00      50 EMPLOYEES

TOTAL TAX      \$180.00  
PREVIOUSLY PAID      \$180.00  
TOTAL DUE      \$0.00



MANHEIM REMARKETING INC  
MANHEIM CENTRAL FLORIDA  
MANHEIM REMARKETING INC  
ATTN: ACCOUNTING  
5800 BACHMAN RD  
ORLANDO FL 32824-0005

5800 BACHMAN RD  
U - ORLANDO, 32824

PAID: \$180.00      0085-00662959      7/28/2015

This receipt is official when validated by the Tax Collector

**Scott Randolph, Tax Collector      Local Business Tax Receipt      Orange County, Florida**

This local business tax receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health and other lawful authorities. This receipt is valid from October 1 through September 30 of receipt year. Delinquent penalty is added October 1.

3017 AUCTIONEER      2015      EXPIRES      9/30/2016      3017-1035014

TOTAL TAX      \$30.00  
 PREVIOUSLY PAID      \$30.00  
 TOTAL DUE      \$0.00

PRITCHETT JOSEPH ALLEN

TOTAL RESOURCE AUCTIONS  
 PRITCHETT JOSEPH ALLEN  
 1240 W LANDSTREET RD  
 ORLANDO FL 32824-8031

1240 W LANDSTREET RD  
 U - ORLANDO, 32824

PAID: \$30.00 0000-00605215 9/22/2015

**Scott Randolph, Tax Collector      Local Business Tax Receipt      Orange County, Florida**

This local business tax receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health and other lawful authorities. This receipt is valid from October 1 through September 30 of receipt year. Delinquent penalty is added October 1.

3017 AUCTIONEER      2015      EXPIRES      9/30/2016      3017-1035014

TOTAL TAX      \$30.00  
 PREVIOUSLY PAID      \$30.00  
 TOTAL DUE      \$0.00



PRITCHETT JOSEPH ALLEN

TOTAL RESOURCE AUCTIONS  
 PRITCHETT JOSEPH ALLEN  
 1240 W LANDSTREET RD  
 ORLANDO FL 32824-8031

1240 W LANDSTREET RD  
 U - ORLANDO, 32824

PAID: \$30.00 0000-00605215 9/22/2015

This receipt is official when validated by the Tax Collector.





## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/19/2014

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, Inc. 1040 Crown Pointe Parkway Suite 700 Atlanta GA 30338	<b>CONTACT NAME:</b> Linda Smith <b>PHONE (A/C, H, Fax):</b> 878-393-5228 <b>FAX (A/C, Fax):</b> 878-393-5240 <b>E-MAIL ADDRESS:</b> linda.smith@ajg.com														
<b>INSURED</b> Cox Automotive, Inc. Manheim Central Florida P. O. Box 105357 Atlanta GA 30348	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: National Union Fire Ins Co Pittsbur</td> <td>19445</td> </tr> <tr> <td>INSURER B: New Hampshire Insurance Company</td> <td>23841</td> </tr> <tr> <td>INSURER C: Illinois National Insurance Company</td> <td>23817</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: National Union Fire Ins Co Pittsbur	19445	INSURER B: New Hampshire Insurance Company	23841	INSURER C: Illinois National Insurance Company	23817	INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES      CERTIFICATE NUMBER: 1412441727      REVISION NUMBER:**

**THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.**

TYPE	TYPE OF INSURANCE	INSURER (USD/USD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> YEAR <input type="checkbox"/> LOC OTHER:		EL9045410	1/1/2010	1/1/2010	EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$5,000,000 WEG EXP (Any one person) EXCLUDED PERSONAL AUTO LIABILITY \$5,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMMOD AGG \$5,000,000 \$								
A B A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> Garage Lib  <input type="checkbox"/> UMBRELLA Lim <input type="checkbox"/> EXCESS LIAB  <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE  DED      RETENTION \$		CA4875688(VA) CA4875688(MA) CA4875688(AOB)	1/1/2015 1/1/2015 1/1/2015	1/1/2016 1/1/2016 1/1/2016	COMBOD SINGLE UNIT (EA accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per occurrence) \$ Gar/Auto Only-Ea Acc \$5,000,000 EACH OCCURRENCE \$ AGGREGATE \$ \$								
B A C A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROFESSIONAL SERVICE OFFICER/EMPLOYEE EXCLUDED? (Indemnity in Mt) Hyst. describe under DESCRIPTION OF OPERATIONS below	Y/N N      N/A	WC034508423(AOS) WC034508423(CA) WC034508423(FL) WC034508423(ME) WC034508423(OR)	1/1/2015 1/1/2015 1/1/2015 1/1/2015 1/1/2015	1/1/2016 1/1/2016 1/1/2016 1/1/2016 1/1/2016	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">X      STATUTE</td> <td style="width: 50%;">OTH-ER</td> </tr> <tr> <td colspan="2">E.L. EACH ACCIDENT \$1,000,000</td> </tr> <tr> <td colspan="2">E.L. DISEASE - EA EMPLOYEE \$1,000,000</td> </tr> <tr> <td colspan="2">E.L. DISEASE - POLICY LIMIT \$1,000,000</td> </tr> </table>	X      STATUTE	OTH-ER	E.L. EACH ACCIDENT \$1,000,000		E.L. DISEASE - EA EMPLOYEE \$1,000,000		E.L. DISEASE - POLICY LIMIT \$1,000,000	
X      STATUTE	OTH-ER													
E.L. EACH ACCIDENT \$1,000,000														
E.L. DISEASE - EA EMPLOYEE \$1,000,000														
E.L. DISEASE - POLICY LIMIT \$1,000,000														
B S	WORK COMP/EMPLOYERS LIAB WORK COMP/EMPLOYERS LIAB		WC034508423(AZ/FL/PA) WC034508423(MA/ND/OK/WA/WI-VI/VY)	1/1/2015 1/1/2015	1/1/2016 1/1/2016	SEE ABOVE AMT OF INSURANCE SEE ABOVE AMT OF INSURANCE								

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Manheim Remarketing Inc dba Manheim Central Florida, 9800 Bachman Road, Orlando, FL 32824  
 PIP Coverage included - \$10,000

<b>CERTIFICATE HOLDER</b>  State of Florida Division of Motor Vehicles Department of Highway Safety & Motor Vehicles Neil Kirkman Bldg Tallahassee FL 32399-0600 USA	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------



## EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)  
07/16/2015

**THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.**

<b>AGENCY</b> MARSH USA, INC. TWO ALL AMCO CENTER 3550 LENDX ROAD, SUITE 2400 ATLANTA, GA 30326 Attn: Amy B. Singleton@marsh.com 571679 MARSH CCL 15 18 (654) FAX (ATG, AGL) _____ E-MAIL ADDRESS _____ CODE: _____ SUB CODE: _____ <b>AGENCY CUSTOMER ID #:</b> INSURED Cox Automotive, Inc. 6255 A Peachtree Dunwoody Road Atlanta, GA 30326	<b>COMPANY</b> Lexington Insurance Company          <table style="width: 100%;"> <tr> <td style="width: 50%;">LOAN NUMBER</td> <td style="width: 50%;">POLICY NUMBER</td> </tr> <tr> <td></td> <td>DP040115</td> </tr> </table> <table style="width: 100%;"> <tr> <td style="width: 33%;">EFFECTIVE DATE</td> <td style="width: 33%;">EXPIRATION DATE</td> <td style="width: 34%;"><input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED</td> </tr> <tr> <td>06/30/2015</td> <td>06/30/2016</td> <td></td> </tr> </table> THIS REPLACES PRIOR EVIDENCE DATED: _____	LOAN NUMBER	POLICY NUMBER		DP040115	EFFECTIVE DATE	EXPIRATION DATE	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	06/30/2015	06/30/2016	
LOAN NUMBER	POLICY NUMBER										
	DP040115										
EFFECTIVE DATE	EXPIRATION DATE	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED									
06/30/2015	06/30/2016										

**PROPERTY INFORMATION**

LOCATION/DESCRIPTION  
 655A - MANHEIM CENTRAL FLORIDA

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

**COVERAGE INFORMATION**

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
All Risk of direct physical loss or damage, including Flood and Earthquake as more fully defined in the Policy Wording. Each and every occurrence and in the annual aggregate for Flood and Earthquake  Other deductibles may apply as per policy terms and conditions   Dealer's Open Lot	5,000,000	1,000,000

**REMARKS (including Special Conditions)**

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**ADDITIONAL INTEREST**

ATL 0038945/3 02

NAME AND ADDRESS  City of Lakeland Office of Risk Management 1140 E. Parker St. Lakeland, FL 33801	<table style="width: 100%;"> <tr> <td style="width: 50%;">MORTGAGEE</td> <td style="width: 50%;">ADDITIONAL INSURED</td> </tr> <tr> <td>LOAN #</td> <td></td> </tr> </table> AUTHORIZED REPRESENTATIVE of Marsh USA Inc.  Ronald A. Santaniello <i>Ronald A. Santaniello</i>	MORTGAGEE	ADDITIONAL INSURED	LOAN #	
MORTGAGEE	ADDITIONAL INSURED				
LOAN #					

**Documentation H**



## HEAVY TRUCK & EQUIPMENT SALE

Regular Sale once a month, every second Thursday at 10:00am | Lane 59 | 200+ units  
 Plus 20+ Medium Duty Trucks offered weekly Wednesdays at 11:30am.

Featuring light, medium, heavy duty units,  
 equipment and trailers.

**Featured Sellers...**



**Mark your calendar for upcoming sales!**

[www.manheim-centralflorida.com](http://www.manheim-centralflorida.com)

# 2015

## CALENDAR OF SALES

**January 22**  
 New Year Kick OFF Sale!

**February 12**

**March 12**

**April 9**

**May 14**

**June 11**

**July 9**

**August 13**

**September 10**

**October 8**

**November 12**  
 Anniversary Sale!

**December 10**



Member of the Used Truck Association



## HEAVY TRUCK & EQUIPMENT SALE

Regular Sale once a month, every second Thursday at 10:00am | Lane 59 | 200+ units.  
Plus 20+ Medium Duty Trucks offered weekly Wednesdays at 11:30am.

Featuring light, medium, heavy duty units,  
equipment and trailers.

Featured Sellers...



Mark your calendar for upcoming sales!

[www.manheim-centralflorida.com](http://www.manheim-centralflorida.com)

# 2016

CALENDAR OF SALES

January 14  
New Year Kick Off Sale!

February 11

March 10

April 14

May 12

June 9

July 14

August 8

September 8

October 13

November 10

December 8



Member of the Used Truck Association

 Manheim

Central Florida 

Sale located at 1240 W. Landstreet Road | Orlando, FL 32824

Open to the Public

Retail customers can view inventory at [equipmentfacts.com](http://equipmentfacts.com)

To consign, call Frank Copeland at 407.812.3508,  
or Marisol Gines at 407.812.7860  
Units must be here by the Friday before the Sale

**Documentation I REFERENCES**

**Company: Hillsborough County**

**Address:** 601 E. Kennedy Blvd., 25<sup>th</sup> floor, Tampa, FL 33602  
**Telephone:** 813-274-6819; Fax: N/A  
**Contact:** Angel Concepcion  
**Contact Email:** [ConcepcionA@hillsboroughcounty.org](mailto:ConcepcionA@hillsboroughcounty.org)  
**Company Email Address:** [www.hillsboroughcounty.org](http://www.hillsboroughcounty.org)

**Company: Hillsborough County**

**Address:** 410 S 78th ST Tampa, FL 33602  
**Telephone:** 813- 272-6066; Fax: N/A  
**Contact:** Jim AGGELES  
**Contact Email:** [aggelesj@hillsboroughcounty.org](mailto:aggelesj@hillsboroughcounty.org)  
**Company Email Address:** [www.hillsboroughcounty.org](http://www.hillsboroughcounty.org)

**Company: City of Tampa**

**Address:** 306 E JACKSON ST TMOB 2ND FLOOR EAST; TAMPA, FL 33602  
**Telephone:** (813) 274-8834 /Fax: (813) 274-8355  
**Contact:** Celeste Gibbons-Peoples  
**Contact Email:** [celeste.gibbons-peoples@tampagov.net](mailto:celeste.gibbons-peoples@tampagov.net)  
**Company Email Address:** [tampagov.net](http://tampagov.net)

**Company: City of Tampa**

**Address:** 306 E JACKSON ST TMOB 2ND FLOOR EAST; TAMPA, FL 33602  
**Telephone:** (813) 274-8855  
**Contact:** Gregory Spearman  
**Contact Email:** [gregory.spearman@tampagov.net](mailto:gregory.spearman@tampagov.net)  
**Company Email Address:** [tampagov.net](http://tampagov.net)

**Company: Polk County Sheriff Office**

**Address:** 1891 Jim Keene Blvd. Winter Haven, FL 33880  
**Telephone:** (863) 668-3042  
**Contact:** Francis Hart  
**Contact Email:** [fkhart@polksheriff.org](mailto:fkhart@polksheriff.org)  
**Company Email Address:** [www.polksheriff.org](http://www.polksheriff.org)  
**Second Contact:** DeeAnn Whitted  
**Email:** [dwhitted@polksheriff.org](mailto:dwhitted@polksheriff.org); (863) 668-3042

**Company: Broward Sheriff's Office**

**Address: 2601 West Broward Boulevard, Fort Lauderdale, FL 33312**

**Telephone: (954) 497-1441**

**Contact: Scott Barnett**

**Contact Email: [scott\\_barnett@sheriff.org](mailto:scott_barnett@sheriff.org)**

**Company Email Address: [www.sheriff.org](http://www.sheriff.org)**

**Second Contact: Justo Falcon**

**Email: [justo\\_falcon@sheriff.org](mailto:justo_falcon@sheriff.org)**

**Telephone: (954) 497-1659**



**Documentation J**

Below are the sales records for the City of Lakeland units we have sold this year. (J)

DATE SOLD	YEAR	MODEL	VIN	COLOR	MILEAGE	SALE PRICE
-----	----	-----	-----	-----	-----	-----
10/9/2015	2009	CONDOR	5SXHNZDE79R000268	WHITE	58,092	\$40,500
10/9/2015	2009	CONDOR	5SXHNZDE79R000268	WHITE	58,092	\$40,500
10/8/2015	2000	TAUR LX	1FAFP5229YA183444	MAROON	75,442	\$1,700
10/8/2015	2002	F150 XL	1FTRX17252KB78221	WHITE	82,239	\$3,900
10/7/2015	1998	F150-2-R W/	1FTZF1724WNB03050	GREEN	106,433	\$1,600
10/8/2015	2000	TAUR LX	1FAFP5229YA178356	WHITE	80,736	\$1,500
10/8/2015	2007	RANG XL	1FTYR14U27PA72606	WHITE	23,525	\$7,800
10/8/2015	2005	E250 EXT CA	1FTNS24W55HB11405	WHITE	67,666	\$4,700
10/8/2015	2008	CROWN VIC P	2FAFP71V18X122989	WHITE	72,199	\$700
10/8/2015	2001	TAUR LX	1FAFP52201A231614	WHITE	68,416	\$1,800
10/8/2015	2008	IMP POL	2G1W5S583681242431	WHITE	36,191	\$3,000
10/8/2015	2003	TAUR SE	1FAFP53253A197770	WHITE	30,882	\$2,700
10/8/2015	2005	1500 W/T	1GCEK14Z15Z205411	WHITE	80,652	\$6,400
10/8/2015	2011	POL	2FABP7BV1BX166527	WHITE	1	\$350
10/8/2015	2008	CROWN VIC P	2FAFP71V08X122997	WHITE	1	\$250
10/8/2015	2011	F250 XL	1FT7X2B62BEB10402	WHITE	20,169	\$5,200
10/8/2015	1997	F150	1FTDF1823VNC68725	GREEN	100,985	\$1,000
10/8/2015	9999	LINCOLN	442873	WHITE	1	\$100
10/8/2015	9999	TRAILER	CTT07395	GREEN	1	\$2,200
6/10/2015	2011	FLHP	1HD1FHM1XBB646432	BLACK	20,585	\$6,600
9/9/2015	2000	B2500 RAM	2B7JB21YXYK140579	GREEN	70,108	\$1,250
9/9/2015	2003	RAM 25 ST	3D7KA26D73G723006	WHITE	88,603	\$7,300
9/9/2015	1999	CROWN V POL	2FAFP71W0XX116365	WHITE	89,994	\$950
9/9/2015	2008	CROWN VIC P	2FAFP71V88X122987	WHITE	104,590	\$1,400
9/9/2015	2008	CROWN VIC P	2FAFP71V88X122973	WHITE	108,784	\$1,250
9/9/2015	2004	POL	2FAFP71W94X137968	WHITE	105,784	\$950
9/9/2015	2007	TAHOE	1GNFK03047R347909	WHITE	90,413	\$8,000
9/9/2015	2004	RANG XL	1FTYR10U74PB23244	WHITE	79,712	\$4,100
9/9/2015	2005	1500 W/T	1GCEC14Z25Z220688	WHITE	72,200	\$6,500
9/9/2015	1999	F250-4-R XL	1FTPF28L9XNB06421	GREEN	101,059	\$2,100
9/9/2015	2004	1500 W/T	1GCEC14XX4Z321197	WHITE	57,586	\$5,900
10/8/2015	9999	LINCOLN	442873	WHITE	1	\$100
9/9/2015	2001	DX 500E ROL	NB0029	TAN	1	\$450
8/26/2015	9999	LP FORKLIFT	N486397	YELLOW	1	\$2,000
8/13/2015	2004	L9500	2FZHAZAS24AM65669	WHITE	67,832	\$38,800
8/13/2015	2008	SL	1CYCCL5828T048581	WHITE	10,419	\$25,600

8/13/2015	2006	CONDOR	49HHBVAN16RW45165	WHITE	7,908	\$28,200
8/13/2015	2006	4300	1HTMMAAL66H261909	WHITE	1	\$26,900
8/13/2015	2009	1500 W/T	1GCEC14099Z172033	WHITE	134,972	\$6,000
8/13/2015	2009	1500 W/T	1GCEC14049Z234874	WHITE	74,205	\$9,700
8/13/2015	2000	TAUR LX	1FAFP5227YA203755	WHITE	62,213	\$1,000
8/13/2015	1998	EXPLORER	1FMZU32X4WUB25071	WHITE	97,300	\$1,100
8/13/2015	2003	RANG XL	1FTYR14V43PA99048	WHITE	36,723	\$5,500
8/13/2015	1996	SAFARI X/CG	1GTDMM19W8TB535976	WHITE	61,920	\$4,400
8/13/2015	1995	E350	1FBHE31YXSHB18267	WHITE	88,039	\$5,200
8/13/2015	1999	F350	1FDWF36S4XEA10008	GREEN	60,969	\$7,600
8/13/2015	9999	MOWER	TORO414706	RED	1	\$200
8/13/2015	9999	CC66	T1141AE510	RED	1	\$300
8/13/2015	9999	72IN DECK L	3.06263E+13	RED	1	\$600
8/13/2015	9999	3300-D	7.2052E+12	RED	1	\$200
8/13/2015	2000	UP70B	1T92S0712YS268110	YELLOW	1	\$3,700
7/8/2015	2011	FLHP	1HD1FHM18BB646557	BLACK	15,881	\$8,200
7/8/2015	2011	FLHP	1HD1FHM14BB646121	BLACK	20,411	\$8,700
7/8/2015	2004	TRLR	1R9E00816BK043510	BLACK	1	\$1,100
7/8/2015	9999	AIR COMPRES	30433L	ORANGE	1	\$500
7/8/2015	2003	TRLR	5JYTA30223P031082	BLACK	1	\$6,400
7/8/2015	9999	TRAILER	GALB1003874	GREEN	1	\$200
7/8/2015	2006	3500K-R C/C	1GBJK34D76E268539	WHITE	60,432	\$18,400
7/8/2015	2001	F550 XL	1FDAF56F31EA42951	WHITE	80,144	\$16,600
7/8/2015	2006	F350 DRW XL	1FDWW36P56EA60068	WHITE	106,771	\$11,500
7/8/2015	2000	F450 XL	1FDXF46F71ED78901	WHITE	138,934	\$11,400
7/8/2015	2002	F150 XL	2FTPX18Z82CA31009	WHITE	61,335	\$5,000
7/8/2015	2005	F150 XL	1FTRF122X5NA96076	WHITE	92,309	\$4,500
7/8/2015	2005	F150 XL	1FTRX12W85FA70540	WHITE	80,934	\$4,100
7/8/2015	2006	F150 XL	1FTRX12W16NB57798	WHITE	104,368	\$6,100
7/8/2015	2001	WIND LX	2FMZA50411BB31891	WHITE	50,460	\$1,600
7/8/2015	2001	TAUR LX	1FAFP52291A272162	BLUE	82,518	\$1,000
7/8/2015	2000	TAUR LX	1FAFP5226YA183448	BLUE	89,474	\$1,100
7/8/2015	2008	1500 W/T	1GCEC14008Z238211	WHITE	135,438	\$4,200
7/8/2015	2011	FLHP	1HD1FHM18BB646557	BLACK	15,881	\$8,200
7/8/2015	2011	FLHP	1HD1FHM14BB646121	BLACK	20,411	\$8,700
7/8/2015	2004	TRLR	1R9E00816BK043510	BLACK	1	\$1,100
7/8/2015	2003	TRLR	5JYTA30223P031082	BLACK	1	\$6,400
6/10/2015	2011	FLHP	1HD1FHM19BB646230	BLACK	10,400	\$7,600
6/10/2015	2011	FLHP	1HD1FHM11BB646318	BLACK	22,929	\$6,600
6/10/2015	2011	FLHP	1HD1FHM1XBB646432	BLACK	20,585	\$6,600
6/10/2015	9999	1100	PEHD997277	RED	1	\$1,400
6/10/2015	2007	C4500	1GDE4E3267F409966	WHITE	71,837	\$36,000
6/10/2015	2002	F4900 BUCKE	1HTSHAAR52H511599	WHITE	20,600	\$22,600



6/10/2015	1991	F800	1FDXK84A1MVA18019	GREEN	189,988	\$1,800
6/10/2015	2004	F650	3FRNF65274V591736	WHITE	104,731	\$28,400
6/10/2015	2002	G2500 CARGO	1GCGG25R221166109	WHITE	72,641	\$4,000
6/10/2015	2001	RAM2500 SLT	3B7KC26Z21M539171	WHITE	83,500	\$1,500
6/10/2015	2007	G2500 EX CR	1GCGG29V871199744	WHITE	84,359	\$9,700
5/13/2015	2002	EAGLE FORKL	AE8122025231A	YELLOW	1	\$7,600
5/13/2015	9999	COMPRESSOR	125DR-20231	BLUE	1	\$1,700
5/13/2015	9999	GOLF CART	868005D2095	TAN	1	\$1,100
5/13/2015	1996	SAFARI X/CG	1GTDM19W8TB535931	WHITE	46,962	\$5,600
5/13/2015	2000	E350	1FTSE34L3YHB26799	WHITE	95,966	\$7,300
5/13/2015	2003	RANG XL	1FTYR14V33PA99042	WHITE	97,402	\$3,800
5/13/2015	2005	IMP	2G1WF52E159233261	BLUE	111,660	\$1,200
5/13/2015	2008	IMP DTEC	2G1WS583781245175	WHITE	35,756	\$3,700
5/13/2015	2008	IMP POL	2G1WS583181245043	WHITE	43,588	\$4,800
5/13/2015	2003	RANG XL	1FTYR14V63PA99049	WHITE	62,129	\$3,900
5/13/2015	2004	1500 W/T	1GCEC14Z94Z241990	WHITE	89,707	\$3,000
5/13/2015	2008	IMP POL	2G1WS583181242434	WHITE	54,373	\$3,800
5/13/2015	2006	F150 XL	1FTRF14WX6NB57797	WHITE	103,880	\$6,000
5/13/2015	2006	POL PURSUIT	2FAFP71W06X141975	WHITE	81,051	\$2,000
5/13/2015	2005	E350 CARGO	1FTSS34L35HB11403	WHITE	60,294	\$6,300
5/13/2015	2008	CROWN VIC P	2FAFP71VX8X122991	WHITE	89,731	\$1,700
4/8/2015	1998	CUSHMAN	1CHMH3278WL002428	WHITE	9,854	\$1,700
4/8/2015	9999	930	930607231	YELLOW	1	\$6,200
4/8/2015	9999	LIFT	N472516	YELLOW	1	\$2,200
4/8/2015	9999	416D	CAT0416DABFP05228	YELLOW	1	\$22,000
4/8/2015	2000	XCALIBER	11XC3366CTDWW0004	GRAY	1	\$2,100
4/8/2015	2011	FLHP	1HD1FHM19BB646972	BLACK	17,531	\$9,400
4/8/2015	2011	FLHP	1HD1FHM15BB647407	BLACK	34,326	\$9,000
4/8/2015	2001	GRAND C SPT	2B4GP44361R233309	GREEN	54,021	\$1,700
4/8/2015	2004	IMP	2G1WF52E949451656	MAROON	90,540	\$1,000
4/8/2015	2008	IMP DTEC	2G1WS583981243251	WHITE	82,109	\$2,600
4/8/2015	2007	1500 W/T	1GCEC14067Z527267	WHITE	119,405	\$5,100
4/8/2015	2002	RANG EDGE	1FTYR14V82PB76437	WHITE	79,530	\$4,500
4/8/2015	2003	F250 XL	1FDNF20L63EC27920	WHITE	63,569	\$7,500
4/8/2015	2005	F250 XL	1FDSF20P05ED17217	WHITE	71,516	\$8,100
4/8/2015	1986	P/U	1GBM7D2F6GV114950	GREEN	60,382	\$3,400
4/8/2015	9999	930	930607231	YELLOW	1	\$6,200
4/8/2015	9999	LIFT	N472516	YELLOW	1	\$2,200
4/8/2015	9999	416D	CAT0416DABFP05228	YELLOW	1	\$22,000
4/8/2015	2001	GRAND C SPT	2B4GP44361R233309	GREEN	54,021	\$1,700
4/8/2015	1986	P/U	1GBM7D2F6GV114950	GREEN	60,382	\$3,400
4/8/2015	2001	GRAND C SPT	2B4GP44361R233309	GREEN	54,021	\$1,700
4/8/2015	1986	P/U	1GBM7D2F6GV114950	GREEN	60,382	\$3,400

3/11/2015	1999	F150	1FTRF17Z0XKB64198	GREEN	85,781	\$2,200
3/11/2015	2009	1500 W/T	1GCEC14089Z173786	WHITE	106,116	\$5,800
3/11/2015	1991	PS-15 TRAIL	1FETP0110LA908404	WHITE	1	\$400
3/11/2015	2005	IMP DTEC	2G1WF55K559178718	WHITE	68,313	\$2,200
3/11/2015	2000	TAUR SE	1FAFP582XYA183394	GREEN	53,836	\$1,100
3/11/2015	2006	1500 W/T	3GCEK14Z96G213726	WHITE	59,185	\$7,200
3/11/2015	2006	TAURUS SE	1FAFP53236A220502	WHITE	70,765	\$3,000
3/11/2015	2008	IMP DTEC	2G1WS583981244903	WHITE	74,493	\$3,800
3/11/2015	2007	PRIUS HY	JTDKB20U377615886	WHITE	70,598	\$6,700
3/11/2015	2001	TAUR LX	1FAFP52221A231615	WHITE	56,683	\$1,800
3/11/2015	2007	PRIUS HY	JTDKB20U177607320	WHITE	48,303	\$7,800
3/11/2015	1998	F150-4-R W/	1FTZF1829WNB03897	GREEN	88,877	\$3,200
3/11/2015	2003	RANG EDGE	1FTYR14VX3PA99040	WHITE	50,674	\$6,100
3/11/2015	2003	TAUR SE	1FAFP53203A197773	WHITE	48,936	\$2,800
3/11/2015	2001	SONOMA SL	1GTCS14W918214032	WHITE	60,643	\$2,800
3/11/2015	2009	1500 W/T	1GCEC14019Z208779	WHITE	37,786	\$6,500
3/11/2015	2003	TAUR SE	1FAFP53273A197771	WHITE	50,248	\$3,000
3/11/2015	2001	G3500 CUTAW	1GBHG31R911182066	WHITE	29,963	\$8,500
2/11/2015	9999	TX-135	TX13511024	ORANGE	1	\$2,200
2/11/2015	1994	SR15-2-R SL	1GTEC14Z9RZ557736	GREEN	104,894	\$600
2/11/2015	2006	CONDOR	49HHBVAN66RW45162	WHITE	161,909	\$22,500
1/21/2015	2002	RANG XL	1FTYR14V82PB22300	WHITE	125,833	\$1,200
1/21/2015	1999	F150 XL	1FTZF1724XNB72709	WHITE	111,978	\$1,000
1/21/2015	1997	E250 CGO	1FTHE24LXVHA00505	WHITE	188,647	\$800
1/21/2015	2004	1500 W/T	1GCEC14Z94Z242640	WHITE	84,522	\$5,000
1/21/2015	2008	CROWN VIC P	2FAFP71V38X122976	WHITE	103,714	\$1,900
1/21/2015	2006	TAURUS SE	1FAFP53256A220503	WHITE	30,747	\$4,000
1/21/2015	2003	POL	2FAFP71W23X101490	BLUE	91,250	\$800
1/21/2015	2007	IMP POL	2G1WS58RX79396631	WHITE	1	\$1,400
1/21/2015	2003	ACTERRA	2FZACHAK23AL73921	WHITE	28,552	\$27,400
1/21/2015	1995	4700	1HTSCAANXSH238803	GREEN	49,698	\$2,700
1/21/2015	2003	4300 DURAST	1HTMMAAR23H574374	WHITE	97,860	\$15,000
1/21/2015	2005	7300 4X4	1HTWBAAN15J157125	WHITE	145,487	\$32,400
1/21/2015	9999	CHOPPER 72I	24429	GRAY	1	\$700
1/21/2015	9999	CHOPPER 50I	9091783	GRAY	1	\$700
1/21/2015	2006	POL PURSUIT	2FAFP71WX6X103721	WHITE	86,081	\$1,700
1/21/2015	2004	POL STRT AP	2FAFP71W54X137966	WHITE	93,046	\$1,300
1/21/2015	2003	POL	2FAFP71W03X169691	WHITE	89,010	\$1,500
1/21/2015	2003	ACTERRA	2FZACHAK23AL73921	WHITE	28,552	\$27,400
1/21/2015	1995	4700	1HTSCAANXSH238803	GREEN	49,698	\$2,700
1/21/2015	2003	4300 DURAST	1HTMMAAR23H574374	WHITE	97,860	\$15,000
	TOTAL	TRANSACTIONS	177			\$1,083,550

**Documentation K**

Updated October 14, 2015

**Billing Address**

Manheim, Inc. & Manheim Remarketing, Inc.  
6205 Peachtree Dunwoody Road  
Atlanta, GA 30328

**Officers**

President & CEO: Sandy Schwartz  
CFO: Joe Luppino

**Date of Incorporation**

March 26, 1991  
EIN: #58-1936036 (Manheim, Inc.)  
EIN: #58-1620001 (Manheim Remarketing, Inc.)

**Registered Agent**

CT Corporation System  
1201 Peachtree Street  
Atlanta, GA 30361  
404-888-6488

**State of Incorporation**

Delaware

**Bank Information**

Wachovia Bank A Wells Fargo Company  
P.O. Box 46  
North Wilksboro, NC 28659  
Mr. John Fabrizio  
704-383-2494

JP Morgan Chase  
1 Chase Manhattan Plaza  
New York, NY 10005  
212.552.3464  
Mr. Hojoon Chaey  
(212.552.3464) or  
Ms. Amy Beninato  
(212.552.2184)

Bank of America  
101 South Tryon Street  
4th Floor  
Charlotte, NC 28255  
980.386.3346  
Mr. Marty Mederos

**Trade References**

Prosys  
4900 Avalon Ridge Pkwy  
Norcross, GA 30071  
Phone 678-268-9021  
Jennifer Herndon-Moore

Gay Construction  
2907 Log Cabin Drive  
Smyrna, GA 30080  
404.873.4941  
Mr. David Drews

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2140 Newmarket Pkwy  
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Marietta, GA 30067  
770.952.6979 x217  
JD Mervis

Dell Computer  
One Dell Way, MS RR#-75  
Round Rock, TX 78682  
770.335.6540  
Mr. Randy Snipes

**Hotel References**

**JW Marriott-Grande Lakes**  
4040 Central Florida Pkwy  
Orlando, FL 32837  
407.206.2300

**JW Marriott-Buckhead**  
3300 Lenox Road NE  
Atlanta, GA 30326  
404.262.3344

**Wynn Las Vegas**  
3131 Las Vegas Blvd. South  
Las Vegas, NV 89109  
702.770.7000