



***AGREEMENT FOR***

***AUCTIONEER SERVICES***

***BETWEEN***

***THE SOLID WASTE AUTHORITY OF PALM BEACH COUNTY***

***AND***

***GRAHAM AUCTION COMPANY***

***AGREEMENT NO. 10-243/PF***

**TABLE OF CONTENTS**

<u>ARTICLE</u>	<u>PAGE</u>
1. Effective Date .....	1
2. Services to be performed by Consultant .....	1
3. Compensation .....	1
4. Insurance .....	2
5. Standard of Care .....	3
6. Indemnification .....	3
7. Independent Contractor .....	3
8. Authority to Practice .....	4
9. Compliance with Laws .....	4
10. Sub-consulting .....	4
11. Federal and State Taxes .....	4
12. Availability of Funds .....	4
13. Authority's Responsibilities .....	4
14. Termination of Agreement .....	5
15. Uncontrollable Forces .....	5
16. Governing Law and Venue .....	5
17. Non-Discrimination .....	6
18. Waiver .....	6
19. Severability .....	6
20. Entirety of Agreement .....	6
21. Modification .....	6
22. Successors and Assigns .....	7
23. Contingent Fees .....	7
24. Truth-in-Negotiation Certificate .....	7
25. Ownership of Documents .....	7
26. Access and Audits .....	7
27. Office of Inspection General .....	8
28. Notice .....	8
29. Contract Administration .....	9
30. Key Personnel .....	9
31. Minority/Woman/Small Business Enterprise (M/W/SBE) ..	9
32. Confidentiality .....	9
Contract Execution .....	10

**EXHIBITS**

A. Scope of Work .....	11
B. Fee Schedule .....	14
C. M/W/SBE Plan .....	

***Agreement for Auctioneer Services***  
***Agreement No. 10-243***

***This Agreement***, between the Solid Waste Authority of Palm Beach County, a special district created by Chapter 2001-331, Laws of Florida, as amended, (hereinafter referred to as AUTHORITY) and Graham Auction Company (hereinafter referred to as CONSULTANT), a Florida Corporation, whose Federal Employer Identification Number is 65-1158772:

***Whereas***, AUTHORITY desires professional auctioneer services, on an as needed basis, to conduct public auctions for the purpose of disposing of surplus assets and minor equipment.

***Whereas***, CONSULTANT represents it is capable and prepared to provide such services.

***Now, therefore***, in consideration of the promises contained herein, the parties hereto agree as follows:

**ARTICLE 1 - EFFECTIVE DATE**

The effective date of this Agreement shall be January 1, 2011.

Term of Agreement shall be for a one (1) year period, unless otherwise terminated as provided herein. The Authority shall have the option of extending the Agreement for two (2) additional years in one (1) year increments at the same terms and conditions. Such extension shall be in the form of a written Amendment to the Agreement executed by both parties.

**ARTICLE 2 - SERVICES TO BE PERFORMED BY CONSULTANT**

CONSULTANT shall perform the services as specifically stated in the Scope of Work (Exhibit A) and as may be specifically designated and authorized by the AUTHORITY.

**ARTICLE 3 - COMPENSATION**

**3.1 - GENERAL**

AUTHORITY shall pay CONSULTANT in accordance with Exhibit B -- Fee Schedule, which is attached hereto and incorporated by reference as part of this Agreement.

Final payment to the AUTHORITY shall be within 10 business days after the auction. CONSULTANT shall also provide an Auction settlement sheet, statement of all approved expenses, final listing of all sales, all invoices, vehicle bills of sales with title transfers, copies of original bidding sheets, and a complete listing of registered bidders.

Invoices must reference the current contract number or Consultant Services Authorization number (if any).

Each individual invoice shall be due and payable thirty (30) days after receipt of correct, fully documented, invoice by the AUTHORITY. All invoices shall be delivered to:

Solid Waste Authority of Palm Beach County  
7501 North Jog Road  
West Palm Beach, Florida 33412  
Attn: Accounts Payable, c/o Michelle Napier

#### ARTICLE 4 - INSURANCE

During the performance of the Services under this Agreement, CONSULTANT shall maintain the following insurance policies, and be written by an insurance company authorized to do business in Florida.

1. **General Liability** Insurance with bodily injury limits of not less than \$1,000,000 for each occurrence, and with property damage limits of not less than \$1,000,000 for each occurrence.
2. **Automobile Liability** Insurance with bodily injury limits of not less than \$1,000,000 for each person and not less than \$1,000,000 for each accident and with property damage limits of not less than \$1,000,000 for each accident.
3. **Workers' Compensation** Insurance in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than \$1,000,000 for each accident, \$1,000,000 for each disease, and \$1,000,000 aggregate.
4. **Excess Liability** Insurance with limits of not less than \$5,000,000 annual aggregate.

Deductible amounts shall not exceed 5% of the total amount of required insurance in each category. Should any policy contain any unusual exclusions, said exclusions shall be so indicated on the certificate(s) of insurance.

CONSULTANT shall furnish AUTHORITY **certificates of insurance** which shall include a provision that policy cancellation, non-renewal or reduction of coverage will not be effective until at least **thirty (30) days** written notice has been made to the AUTHORITY. CONSULTANT shall include AUTHORITY as an **additional insured** on the General Liability and Automobile Liability insurance policy required by the Agreement. All of CONSULTANT'S sub-consultants shall be required to include AUTHORITY and CONSULTANT as **additional insured** on their General Liability insurance policies.

In the event that sub-consultants used by the CONSULTANT do not have insurance, or do not meet the insurance limits, CONSULTANT shall indemnify and hold harmless the AUTHORITY for any claim in excess of the sub-consultants insurance coverage.

The CONSULTANT shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the AUTHORITY.

**ARTICLE 5 - STANDARD OF CARE**

CONSULTANT shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a comparable professional under similar circumstances and CONSULTANT shall, at no additional cost to AUTHORITY, re-perform services which fail to satisfy the foregoing standard of care.

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

**ARTICLE 6 - INDEMNIFICATION**

**6.1 GENERAL**

Having considered the risks and potential liabilities that may exist during the performance of the Services and in consideration of the promises included herein, AUTHORITY and CONSULTANT agree to allocate such liabilities in accordance with this Article 6.

**6.2 INDEMNIFICATION**

CONSULTANT agrees to protect, defend, indemnify, and hold harmless the AUTHORITY, its employees and representatives, from any and all claims and liabilities including all attorney's fees and court costs, including appeals, for which the AUTHORITY, its employees and representatives, can or may be held liable as a result of injury (including death) to persons or damage to property occurring by reason of any acts or omissions of the CONSULTANT, its employees, or agents, arising out of or connected with this Agreement. The CONSULTANT shall not be required to indemnify the AUTHORITY or its agents, employees, or representatives, when an occurrence results solely from the wrongful acts or omissions of the AUTHORITY, or its agents, employees or representatives.

**6.3 SURVIVAL**

Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive.

**ARTICLE 7 - INDEPENDENT CONTRACTOR**

CONSULTANT undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance. AUTHORITY shall have no right to supervise the methods used, but AUTHORITY shall have the right to observe such performance. CONSULTANT shall work closely with AUTHORITY in performing Services under this Agreement.

The CONSULTANT shall not pledge the AUTHORITY'S credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

**ARTICLE 8 - AUTHORITY TO PRACTICE**

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

**ARTICLE 9 - COMPLIANCE WITH LAWS**

In performance of the Services, CONSULTANT will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards.

**ARTICLE 10 - SUB-CONSULTING**

The AUTHORITY reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and to inspect all facilities of any sub-consultant to perform properly under this Agreement.

If a sub-consultant fails to perform or make progress, as required by this Agreement, and it is necessary to replace the sub-consultant to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new sub-consultant by the AUTHORITY.

**ARTICLE 11 - FEDERAL AND STATE TAXES**

The AUTHORITY is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the AUTHORITY will provide an exemption certificate to CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the AUTHORITY, nor shall the CONSULTANT be authorized to use the AUTHORITY'S Tax Exemption Number in securing such materials.

**ARTICLE 12 - AVAILABILITY OF FUNDS**

The obligations of the AUTHORITY under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the Board of the Solid Waste Authority of Palm Beach County.

**ARTICLE 13 - AUTHORITY'S RESPONSIBILITIES**

AUTHORITY shall be responsible for providing access to all project sites, and providing information on hand required by CONSULTANT, including; existing reports, studies, financial information, and other required data that are available in the files of the AUTHORITY.

## **ARTICLE 14 - TERMINATION OF AGREEMENT**

This Agreement may be terminated by the CONSULTANT upon thirty (30) days prior written notice to the AUTHORITY in the event of substantial failure by the AUTHORITY to perform in accordance with the terms of the Agreement or through no fault of the CONSULTANT. It may also be terminated by the AUTHORITY with or without cause immediately upon written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Agreement, the CONSULTANT shall be paid for services rendered to the AUTHORITY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the AUTHORITY, the CONSULTANT shall:

- a. Stop work on the date and to the extent specified.
- b. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- c. Transfer all work in process, completed work, and other material related to the terminated work to the AUTHORITY.
- d. Continue and complete all parts of the work that have not been terminated.

The CONSULTANT shall be paid for services actually rendered to the date of termination.

## **ARTICLE 15 - UNCONTROLLABLE FORCES**

Neither the AUTHORITY nor CONSULTANT shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

## **ARTICLE 16 - GOVERNING LAW AND VENUE**

This Agreement shall be governed by the laws of the State of **Florida**. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County and the Agreement will be interpreted according to the laws of Florida.

## **ARTICLE 17 - NON-DISCRIMINATION**

The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

## **ARTICLE 18 - WAIVER**

A waiver by either AUTHORITY or CONSULTANT of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

## **ARTICLE 19 - SEVERABILITY**

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

## **ARTICLE 20 - ENTIRETY OF AGREEMENT**

The AUTHORITY and the CONSULTANT agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the AUTHORITY and CONSULTANT pertaining to the Services, whether written or oral. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

## **ARTICLE 21 - MODIFICATION**

The Agreement may not be modified unless such modifications are evidenced in writing signed by both AUTHORITY and CONSULTANT. Such modifications shall be in the form of a written Amendment executed by both parties.

---

## **ARTICLE 22 - SUCCESSORS AND ASSIGNS**

AUTHORITY and CONSULTANT each binds itself and its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives. CONSULTANT shall not assign this Agreement without the express written approval of the AUTHORITY via executed amendment.

## **ARTICLE 23 - CONTINGENT FEES**

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT 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 CONSULTANT, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

## **ARTICLE 24 - TRUTH-IN-NEGOTIATION CERTIFICATE**

Execution of this Agreement by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.

The said rates and costs shall be adjusted to exclude any significant sums should the AUTHORITY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The AUTHORITY shall exercise its rights under this "Certificate" within one (1) year following payment.

## **ARTICLE 25 - OWNERSHIP OF DOCUMENTS**

CONSULTANT shall be required to cooperate with other consultants relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the AUTHORITY for its use and/or distribution as may be deemed appropriate by the AUTHORITY.

## **ARTICLE 26 - ACCESS AND AUDITS**

CONSULTANT shall maintain adequate records to justify all charges and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The AUTHORITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal working business hours at the CONSULTANT'S place of business.

---

**ARTICLE 27 - OFFICE OF INSPECTION GENERAL**

Palm Beach County has established the Office of the Inspector General, Ordinance (OIG) No. 2009-049 which is authorized and empowered to review past, present and proposed county contracts, transactions, accounts and records. It is anticipated that the AUTHORITY will enter into a similar contract with the OIG and if so, all parties doing business with the AUTHORITY and receiving AUTHORITY funds shall fully cooperate with the Inspector General including providing access to records relating to this RFP and any resulting contract. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and audit, investigate, monitor, and inspect the activities of the PROPOSER, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

**ARTICLE 28 - NOTICE**

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

**As To AUTHORITY**

Solid Waste Authority of Palm Beach County  
7501 N. Jog Road  
West Palm Beach, Florida 33412  
Attention: Executive Director

**As To CONSULTANT**

Graham Auction Company  
19510 US Highway 1  
Tequesta, Florida 33408  
Attention: Peggy Berkoff

Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e.; printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of CONSULTANT and AUTHORITY.

**ARTICLE 29 - CONTRACT ADMINISTRATION**

Services of CONSULTANT shall be under the general direction of Tim Hollum, Financial Services Specialist, or his/her successor, who shall act as the AUTHORITY'S representative during the term of the Agreement.

**ARTICLE 30 - KEY PERSONNEL**

CONSULTANT shall notify AUTHORITY in the event of key personnel changes which might affect this Agreement. Notification shall be made within ten (10) days of said changes. AUTHORITY has the right to reject proposed changes in key personnel. The following personnel shall be considered key personnel:

\_\_\_\_\_  
\_\_\_\_\_

**ARTICLE 31 - MINORITY/WOMAN/SMALL BUSINESS ENTERPRISE (M/W/SBE) AFFIRMATIVE ACTION PROGRAM**

The Governing Board of the AUTHORITY has set 15% as the AUTHORITY'S goal for minority participation in contracts and purchases. CONSULTANT shall submit a plan showing how he/she will assist the AUTHORITY in achieving this goal through woman/minority subcontractor participation or any other method. Minority hiring, although laudable, does not qualify for the purpose of meeting the goal above cited. The goal is to encourage doing business with certified M/W/SBE'S. The AUTHORITY will require documentary proof of the implementation and progress of the proposed plan.

The CONSULTANT understands that each minority and/or woman-owned firm utilized pursuant to this Agreement to meet the AUTHORITY M/W/SBE goals must be certified by a governmental entity. Certificates shall be submitted for specific M/W/SBE'S listed in the plan.

**ARTICLE 32 - CONFIDENTIALITY**

No reports, information, computer programs, documentation, and/or data given to, or prepared or assembled by the CONSULTANT under this Agreement shall be made available to any individual or organization by the Consultant without prior written approval of the Authority.

***REMAINDER OF PAGE INTENTIONALLY LEFT BLANK***

**In Witness Whereof**, the Solid Waste Authority of Palm Beach County, and Graham Auction Company has executed this Agreement all as of the day and year first above written.

**SOLID WASTE AUTHORITY OF PALM BEACH COUNTY:**

Witness:  
1. [Signature]  
2. Barbara Novello

By: [Signature]  
Mark Hammond  
Executive Director

Approved as to Form and Legal Sufficiency:

By: [Signature]  
General Counsel to the Authority

**CONSULTANT:**

Attest: [Signature]  
Corporate Secretary

By: [Signature]  
(Corporate Seal)

Witness:  
1. Andrea DiRico  
2. \_\_\_\_\_

Name: Peggy Berhoff  
Title: President

Approved by Authority Board on \_\_\_\_\_, 200\_\_, Item \_\_\_\_\_ (if necessary)

**SCOPE OF WORK**

The CONSULTANT shall provide auctioneer services including but not necessarily limited to the following:

- A. The CONSULTANT shall inspect the intended location and review the items scheduled for disposal to become familiar with all aspects of the task to be accomplished. All duties, responsibilities, and activities shall be coordinated in advance with authorized AUTHORITY personnel.
- B. The CONSULTANT shall utilize all appropriate means possible to announce upcoming auctions in surrounding areas. Methods of announcement may consist of signs, advertisements, mailouts, pamphlets, newsletters, journals, etc. The AUTHORITY reserves the right to review all announcements prior to distribution to assure propriety, accuracy and completeness. The public shall be invited to all auctions. The CONSULTANT will place required legal advertisements in local newspapers.
- C. The CONSULTANT shall be reimbursed for related out-of-pocket expenses such as signs, advertisements, notices, brochures, additional labor as required by the CONSULTANT and other auction-related expenses. A request for reimbursement for these expenses will be submitted after the auction accompanied by a detailed description of the expenses incurred. THE AMOUNT OF OUT-OF-POCKET EXPENSES FOR EACH AUCTION SHALL NOT EXCEED \$5,000 WITHOUT SPECIFIC WRITTEN APPROVAL FROM THE AUTHORITY. THERE SHALL BE NO "BUYER'S PREMIUM" CHARGED AT THE AUCTIONS.
- D. The CONSULTANT shall conduct registration of all bidders. Registration shall include the name and address of all bidders, distribution of identification numbers, auction lists, instructions, rules and regulations. There shall be no additional reimbursement for registration expenses.
- E. The CONSULTANT shall use all appropriate techniques to encourage competitive bidding and obtain the highest price for items being sold and to sell all items. The CONSULTANT shall be responsible for clearly stating the rules to be followed and the directions for payment. CONSULTANT shall use their professional discretion in the use of assistants, "spotters", handlers and other personnel.
- F. The CONSULTANT shall coordinate all auction activities with AUTHORITY personnel. Activities include, but shall not be limited to the following:
  - 1) Use of AUTHORITY personnel and the CONSULTANT employees.
  - 2) Methods and contents of announcements and advertisements and information to be disseminated.
  - 3) Location of CONSULTANT and assistants.
  - 4) Provide system for registration, receipts, and bills of sale.
  - 5) Provide auction dias, podium, stage or stand if required.

- 6) Provide loud speaker system if required.
- 7) Ensure that all equipment is set up and all personnel ready to begin auction at assigned time.

G. CONSULTANT must comply with all federal, state and local laws governing auctioneer services.

## POLICIES AND PROCEDURES

The CONSULTANT shall adhere to all generally accepted policies and standards related to conducting auctions. The CONSULTANT also shall abide by the policies and procedures regarding auctions and surplus property disposal including:

- A. All property shall be sold to the highest bidder.
- B. All property shall be sold "where is" and "as is". There shall be no warranties provided, either expressed or implied, with any items sold.
- C. All sales shall be final. Exchanges or returns will not be allowed.
- D. All purchases shall either be paid for in full on the day of the sale with cash, cashier's check, or money orders or at another time designated by the AUTHORITY. All payments shall be made in US currency only.
- E. All items must be removed from the auction site within two working days after the auction. AUTHORITY will not be responsible for damage, deterioration, loss or theft of auctioned items stored on its premises after the auction.
- F. All items left unsold will be disposed of by the AUTHORITY. The AUTHORITY will clear the area of trash and debris after the auction.
- G. The AUTHORITY will provide security for the collection and handling of all money.
- H. All funds from the auction will be collected by the CONSULTANT.
- I. After completion of the auction, the CONSULTANT will provide the AUTHORITY with copies of tally sheets, and computerized listing of all sales for the day.
- J. All transfer of titles for vehicles will be done by the CONSULTANT personnel at the auction site.
- K. Inspection of items will be at a time mutually agreed upon by the CONSULTANT and the AUTHORITY. The public shall be permitted to view all merchandise and vehicles for sale. Registration will begin at a time designated by the CONSULTANT.
- L. The AUTHORITY reserves the right to add or withdraw items prior to the start of the auction.
- M. Final payment to the AUTHORITY shall be within 10 business days after the auction. CONSULTANT shall also provide an Auction settlement sheet, statement of all approved

---

expenses, final listing of all sales, all invoices, vehicle bills of sales with title transfers, copies of original bidding sheets, and a complete listing of registered bidders.

- N. The AUTHORITY will sometimes offer up for auction very unique or specialized equipment. The AUTHORITY may impose a reserved minimum bid requirement, and will notify the CONSULTANT before the auction so that it can be announced. The CONSULTANT will be informed as soon as the minimum bid has been met. In the past 15 years this has only been used on 3 occasions.

**FEE SCHEDULE**

THE UNDERSIGNED CONSULTANT, having familiarized themselves with the specifications in the Request for Proposals, regulations and other factors affecting performance of the work, and having satisfied themselves of the expenses and difficulties attended in the performance of a contract.

HEREBY PROPOSES AND AGREES, in this RFP NO. 10-243/PF, that the CONSULTANT hereby accepts all terms and conditions as stated herein, and shall enter into a Contract to perform for the following gross percentage rate of each auction.

GROSS PERCENTAGE (%) OF PROCEEDS FROM EACH AUCTION 4.75 %

**M/W/SBE PLAN**

None Submitted.