

RECEIVED

JUN 22 2016

AGREEMENT/CONTRACT REVIEW FORM

MEETING DATE

DO NOT PLACE ITEMS ON AN AGENDA UNTIL REVIEW IS COMPLETED

Clay County Attorney's Office

DATE: 5/23/2016
Staff Member Preparing Form: Tommy Hancock, Inventory Control Accountant
Department Submitting Contract: Finance
Vendor Name: Glen C. Copeland DBA Florida Surplus Auctions
Contract Title: Auctioneering Services

SUMMARY (TO BE COMPLETED BY DEPARTMENT)

- 1. New Contract (Y) N 9. Contract Amount (\*Detail negotiation efforts below) Est. 25,000
2. Renewal/Amend./Supplement (N/A) N 10. Last Year's Price (\*If increase explain below) N/A
3. Sole Source (\*\*explain below) (N/A)\*\* N 11. Date of Original Contract
4. Quotes/bid policy met (Y) N 12. Number of Renewals 2
5. Need to waive bid policy (N/A) Y N 13. Length of Term 3 Years
6. Automatic renewal (n/a) (N)
7. Standard Addendum Executed (Y) N Agreement Purpose: To provide Auction Services for the sale of County Surplus Property
8. Advance Payment Required (Y) (N)

Funding Source

Account Number: N/A

Account Name: N/A

COMMENTS

Approvals

Purchasing: [Signature] No Changes [X] With Changes
Review Date: 6-21-16 [X]

Recommended Changes:

Budget: [Signature] No Changes [X] With Changes
Review Date: 6-21-16 [X]

Finance: [Signature] No Changes [X] With Changes
Review Date: 6/14/16 [X]

\*Price Negotiation Efforts:

County Attorney: MFS No Changes [X] With Changes
Review Date: 06-27-16 [X]

\*\* Sole Source Explanation:

RECEIVED
JUN 21 RECD
ADMINISTRATIVE SERVICES

RECEIVED
PURCHASING DIVISION
JUN 20 11 34 48
CLAY COUNTY BOARD OF
COMMISSIONERS

AUCTIONEERING SERVICES AGREEMENT No. 15/16-\_\_\_

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between Clay County Board of County Commissioners (hereinafter referred to as the County) and Glen C. Copeland DBA Florida Surplus Auctions (hereinafter referred to as Auctioneer), whose address is 8668 Navarre Pkwy # 344, Navarre Florida 32566.

RECITALS

WHEREAS, the County desires to provide for Auctioneering Services in order to dispose of its surplus property and solicited those services through Bid No. 15/16-16, which is incorporated herein by reference; and,

WHEREAS, this Auctioneer in consideration of the payments agreed to by the County, hereby covenants and agrees to sell any surplus property as authorized by, and on behalf of, the County pursuant to such terms and conditions that are a part of this Agreement; and,

WHEREAS, this Agreement is subject to that certain Clay County Standard Addendum to All Contracts which is attached hereto, as Exhibit A, and made a part hereof; and,

WHEREAS, the Auctioneer has certification attached as Exhibit B, certifying that the Auctioneer is not participating in a boycott of Israel, is not on the Scrutinized Companies with Activities in Sudan list, is not on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector list, and does not have business operations in Cuba or Syria; and

WHEREAS, the term of this Agreement shall continue for (3) three years from the date first written above. The County reserves the option to renew for (2) two additional 1-year periods, with mutual written consent of both parties.

WITNESSETH

NOW THEREFORE in consideration of the mutual benefits, advantages and/or disadvantages of each of the parties hereto, the parties agree as follows:

1. The Auctioneer is hereby granted by the County the authority to sell for cash (personal and company checks are deemed to be cash unless otherwise specified) to the highest bidder at Public Auction at the Knowles Pit Storage lot, or other locations which might be convenient for the sale of certain surplus items, on dates agreed to by both parties for the term of this contract.
2. Auctioneering services to be provided shall include, but not be limited to, the sale of vehicles, heavy equipment and other items of tangible property which have been declared surplus according to the requirements of the Board of County Commissioners, Clay County. In addition to cars, trucks, and heavy equipment, there are normally numerous small items at each sale. This may include items such as livestock.

3. This agreement is made available to all County Departments and may include individual surplus sale dates to meet the need of the individual Department.
4. The Auctioneer agrees to use his professional skill and knowledge to advertise and promote the sale in order to attract the highest number of bidders and enhance the bidding process. The Auctioneer further agrees to be responsible for setting up and conducting the Auction.
5. It is mutually understood and agreed between the parties that the Auctioneer shall be paid for each auction held, a commission rate of 10% of the first \$50,000.00 and 1% of remaining or at the County's option use the combination of Live auction and online streaming at an additional cost of 4% of the bid price as compensation for his services and that the Auctioneer shall retain his commission from the gross receipts of the sale. It is further mutually agreed that there will be no Buyers Premium charged. Any provisions of the bid specifications and the Auctioneer's response thereto to the contrary notwithstanding, all funds received shall be collected by the Auctioneer in the form of cash, money order, or certified check. Such funds shall be deposited in a timely manner into the Auctioneer's escrow account to be properly safeguarded and remitted in a timely manner to the Board of County Commissioners in accordance with the bid specifications.
6. It is further mutually agreed and understood that the Auctioneer shall be the exclusive sales agent of the merchandise and that any sale, removal or transfer must have the Auctioneer's approval.
7. The County expressly covenants with the Auctioneer that the County is the sole owner of the unencumbered property herein described and that there is no lien, retain title agreement, or any other reason existing that would affect the title to the property and that the County has the legal right to authorize this sale and that this covenant is a part and portion of the consideration of this agreement.
8. It is understood by both parties that the Auctioneer has not in any way attempted to guarantee any prices on this merchandise and that it is to be sold to the highest and best bidder regardless of the price or condition.
9. It is understood that the Auctioneer will exercise reasonable diligence and care in the handling of all merchandise, however he will not be responsible for damage or breakage of any kind.
10. It is understood that that Auctioneer carries no physical insurance on this inventory (fire, theft, or acts of God).

11. The Auctioneer will be responsible for the collection of checks written on auction day. Therefore, final reconciliation with the County will occur within 14 days after the date of the Auction.
12. The entire contract between the parties hereto is contained within this Agreement and no oral representations, agreements or understandings between either of the parties or their agents, employees, or representatives shall be binding on either of the parties with reference to this Agreement.
13. The specifications, terms and conditions set forth in the Request for Bids -Auctioneering Services for the Clay County Board of County Commissioners, Bid #15/16-16, and the Auctioneer' s written response thereto dated March 14, 2016, form a part of this agreement, are incorporated therein by reference, and shall supersede any provisions set forth in this instrument that are inconsistent therewith, except as expressly provided herein.
14. In the event that payment for an item sold at auction is made by check as authorized under this agreement, the item shall not be released to the successful bidder until the check has cleared.

[The remainder of this page left blank intentionally]

Glen C. Copeland  
DBA Florida Surplus Auctions

CLAY COUNTY, a political subdivision  
by and through its Board of County  
Commissioners

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Diane Hutchings, Chairman of the Board  
Of County Commissioners

Date:

ATTEST: \_\_\_\_\_  
S.C. Kopelousos, County  
Manager & Ex-Officio Clerk of the Board

Exhibit A

**STANDARD ADDENDUM TO ALL CONTRACTS  
AND AGREEMENTS  
[General]**

Any other provisions of the contract or agreement (the Agreement) to which this document is attached to the contrary notwithstanding, the provisions hereof take precedence over the provisions of the Agreement regardless of whether the matters addressed herein are also addressed in the Agreement, and shall be deemed an integral part of the Agreement as if set forth therein, having a force and effect of equal or superior dignity, as applicable, with the provisions thereof; provided, if provisions of the Agreement address a matter in a manner which results in a lower cost to the County than would prevail hereunder, then such provisions shall control and supersede the applicable provisions hereof. As used herein, the term "Contractor" means the vendor or other party to the Agreement providing construction, labor, materials, professional services, and/or equipment to the County thereunder; the term "County" means Clay County, a political subdivision of the State of Florida, its Board of County Commissioners, or any other name or label set forth in the Agreement identifying such entity; and the term "Parties" means the County and the Contractor together.

1. As used in this paragraph, the term "Act" means the Local Government Prompt Payment Act set forth in Part VII of Chapter 218, Florida Statutes; the term "Invoice" means a statement, invoice, bill, draw request or payment request submitted by the Contractor under the Agreement; the term "Manager" means the County Manager of the County; the term "Paying Agent" means the agent of the County to whom Invoices must be submitted if identified in the Agreement, or, if not so identified, the County's Finance Director; the term "Submittal Date" means, with respect to an Invoice, the submittal date thereof to the Paying Agent; and the term "Work" means the services rendered, or supplies, materials, equipment and the like constructed, delivered or installed under the Agreement. All payments for the Work shall be made by the County in accordance with the Act. Upon receipt of a proper Invoice, the County shall have the number of days provided in the Act in which to make payment.

(a) Promptly upon receipt of an Invoice submitted under this paragraph, the Paying Agent shall date stamp the same as received. Thereafter, the Paying Agent shall review the Invoice and may also review the Work as delivered, installed or performed to determine whether the quantity and quality of the Work is as represented in the Invoice and is as required by this Agreement. If the Paying Agent determines that the Invoice does not conform with the applicable requirements of the Agreement or this paragraph or that the Work within the scope of the Invoice has not been properly delivered, installed or performed in full accordance with the Agreement, the Paying Agent shall notify the Contractor in writing within 10 days after the improper Invoice is received that the Invoice is improper and indicate what corrective action on the part of the Contractor is needed to make the Invoice proper. The County shall pay each proper Invoice in accordance with the applicable provisions of the Act.

(b) By the submittal of an Invoice hereunder, the Contractor shall have been deemed to have warranted to the County that all Work for which payments have been previously received from the County shall be free and clear of liens, claims, security interests or other encumbrances in favor of the Contractor or any other person or entity for failure to make payment.

(c) The Parties will attempt to settle any payment dispute arising under this paragraph through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the Parties, if necessary. If the dispute remains unresolved within 30 calendar days following the Submittal Date, then the Paying Agent shall schedule a meeting with the Manager between the Contractor's representative and the Paying Agent, to be held no later 45 calendar days following the Submittal Date, and shall provide written notice to the Contractor regarding the date, time and place of the meeting no less than 7 calendar days prior thereto. At the meeting, the

Contractor's representative and the Paying Agent shall submit to the Manager their respective positions regarding the dispute, including any testimony and documents in support thereof. The Manager shall issue a written decision resolving the dispute within 60 calendar days following the Submittal Date, and serve copies thereof on the Contractor's representative and the Paying Agent.

2. To the extent not otherwise expressly provided in the Agreement, any work or professional services subcontracted for by the Contractor for which the County has agreed to reimburse the Contractor shall not be marked-up, but shall be payable by the County only in the exact amount reasonably incurred by the Contractor. No other such subcontracted services shall be reimbursed.

3. To the extent not otherwise expressly provided in the Agreement, in the event the Agreement is for professional services, charged on a time basis, the County shall not be billed or invoiced for time spent traveling to and from the Contractor's offices or other points of dispatch of its subcontractors, employees, officers or agents in connection with the services being rendered.

4. To the extent not otherwise expressly provided in the Agreement, the County shall not be liable to reimburse the Contractor for any courier service, telephone, facsimile or postage charges incurred by the Contractor, except as follows, and then only in the exact amount incurred by the Contractor [if the space below is left blank then "NONE" is deemed to have been inserted therein]:

5. To the extent not otherwise expressly provided in the Agreement, the County shall not be liable to reimburse the Contractor for any copying expenses incurred by the Contractor except as follows, and then only at \$0.05 per page [if the space below is left blank then "NONE" is deemed to have been inserted therein]:

6. If and only if travel and per diem expenses are addressed in the Agreement in a manner which expressly provides for the County to reimburse the Contractor for the same, then the County shall reimburse the Contractor only for those travel and per diem expenses reasonably incurred and only in accordance with the provisions of Section 112.061, Florida Statutes. In the event the Contractor has need to utilize hotel accommodations or common carrier services, the County shall reimburse the Contractor for his, her or its reasonable expense incurred thereby provided prior approval of the Manager or his or her designee is obtained.

7. With respect to drawings and/or plans prepared on behalf of the County by the Contractor under the Agreement, unless specifically provided otherwise therein, complete sets of such drawings and/or plans shall be reproduced by the Contractor without cost to the County for all bidders requesting the same, and five complete sets of such drawings and/or plans shall be reproduced and delivered to the County without cost.

8. With respect to any indemnification by the County provided under the Agreement, any such indemnification shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of the County's sovereign immunity.

9. In that the County is a governmental agency exempt from sales and use taxes, the County shall pay no such taxes, any other provisions of the Agreement to the contrary notwithstanding. The County shall provide proof of its exempt status upon reasonable request.

10. Any pre-printed provisions of the Agreement to the contrary notwithstanding, the same shall not automatically renew but shall be renewed only upon subsequent agreement of the Parties.

11. The Contractor acknowledges that in the budget for each fiscal year of the County during which the term of the Agreement is in effect a limited amount of funds are appropriated which are available to make payments arising under the Agreement. Any other provisions of the Agreement to the contrary notwithstanding, and pursuant to the provisions of Section 129.07, Florida Statutes, the maximum payment that the County is obligated to make under the Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

12. PUBLIC RECORDS LAW: The Contractor acknowledges the County's obligation under Art. 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, as from time to time amended (together, the Public Records Laws), to release public records to members of the public upon request. The Contractor acknowledges that the County is required to comply with the Public Records Laws in the handling of the materials created under the Agreement and that the Public Records Laws control over any contrary terms in the Agreement. In accordance with the requirements of Section 119.0701, Florida Statutes, the Contractor covenants to comply with the Public Records Laws, and in particular to:

(a) Keep and maintain public records required by the County to perform the services required under the Agreement;

(b) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the County; and,

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

13. The Contractor's failure to comply with the requirements of paragraph 12 shall be deemed a material breach of the Agreement, for which the County may terminate the Agreement immediately upon written notice to the Contractor.

14. The Contractor acknowledges the provisions of Section 119.0701(3)(a), Florida Statutes, which, as applicable to the County and the Contractor, require as follows:

(a) A request to inspect or copy public records relating to the Agreement must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Contractor of the request, and the Contractor must provide the records to the County or allow the records to be inspected or copied within a reasonable time.

(b) If the Contractor does not comply with the County's request for records, the County shall enforce the contract provisions in accordance with the Agreement.

(c) If the Contractor fails to provide the public records to the County within a reasonable time, the Contractor may be subject to penalties under Section 119.10, Florida Statutes.

**15. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 269-6352, [Ann.Mitchell@claycountygov.com](mailto:Ann.Mitchell@claycountygov.com), POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.**

16. As used in this paragraph, the term "Statute" means Section 287.135, Florida Statutes; the term "Certification" means a certification submitted by the Contractor under subsection (5) of the Statute in connection with submitting a bid or proposal for the Agreement or entering into or renewing the Agreement; and the term "Qualified Contract" means a contract with the County for goods or services of \$1 million or more.

(a) If the Agreement is a Qualified Contract entered into or renewed on or before September 30, 2016, then the County shall have the option of terminating the Agreement if the Contractor:

- (i) is found to have submitted a false Certification;
- (ii) has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; or,
- (iii) has been engaged in business operations in Cuba or Syria as defined in subsection (1) of the Statute.

(b) If the Agreement is a Qualified Contract entered into or renewed on or after October 1, 2016, then the County shall have the option of terminating the Agreement if the Contractor:

- (i) is found to have submitted a false Certification;
- (ii) has been placed on the Scrutinized Companies that Boycott Israel List as referred to in subsection (2) of the Statute, or is engaged in a boycott of Israel as defined in subsection (1) of the Statute;
- (iii) has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; or,
- (iv) has been engaged in business operations in Cuba or Syria as defined in subsection (1) of the Statute.

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ATTEST FOR CLAY COUNTY:

\_\_\_\_\_  
S. C. Kopelousos, County Manager and Clerk of  
the Board of County Commissioners

(Corporate Seal)

County:

Clay County, a political subdivision of the State  
of Florida, by its Board of County  
Commissioners

By: \_\_\_\_\_  
Diane Hutchings  
Its Chairman

Contractor Name: Glen C. Copeland DBS

Florida Surplus Auctions

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Exhibit B

Scrutinized Companies Certification  
[Clay County, Auctioneering Services]

Name of Company:<sup>1</sup> Glen C. Copeland DBA Florida Surplus Auctions

In compliance with subsection (5) of Section 287.135(5), Florida Statutes (the Statute), the undersigned hereby certifies that the company named above is not participating in a boycott of Israel as defined in subsection (1) of the Statute; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; and does not have business operations in Cuba or Syria as defined in subsection (1) of the Statute.

Insert Name of Company:

Glen C. Copeland DBA Florida Surplus

Auctions

(Seal)

By: \_\_\_\_\_

\_\_\_\_\_

Its \_\_\_\_\_

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<sup>1</sup> "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit.