

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 06/17/2020

Contract/Lease Control #: C17-2599-FLT

Procurement#: ITQ PUR 21-17

Contract/Lease Type: CONTRACT

Award To/Lessee: JM WOOD AUCTION COMPANY, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 08/16/2017

Expiration Date: 08/15/2021 W/1 1 YR RENEWAL

Description of: VEHICLE & HEAVY EQUIPMENT AUCTION SALES

Department: FLT

Department Monitor: ALLEN

Monitor's Telephone #: 850-689-5777

Monitor's FAX # or E-mail: JALLEN@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS

C17-2599-FLT



JMWOODA-01

ARAZICK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/21/2020

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 have ADDITIONAL INSURED provisions or 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).

PRODUCER
Starke Agency, Inc.
210 Commerce St.
Montgomery, AL 36104

CONTACT NAME: Alex Razick, CISR

PHONE (A/C, No, Ext): (334) 387-4330 330

FAX (A/C, No): (334) 264-3375

E-MAIL ADDRESS: adeem@starkeagency.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Union Insurance Company 25844

INSURER B: Midwest Employers Casualty 23612

INSURER C: Alabama Self Insured Workers Comp Fund

INSURER D: Atlantic Specialty Ins Co 27154

INSURER E:

INSURER F:

INSURED

JM Wood Auction Company, Inc.
3475 Ashley Road
Montgomery, AL 36108-3709

COVERAGES

CERTIFICATE NUMBER:

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.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-------------------------------------|----------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | |
| | CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | <input checked="" type="checkbox"/> | CPA 4375680-43 | 8/1/2020 | 8/1/2021 | EACH OCCURRENCE \$ 1,000,000 |
| | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 |
| | | | | | | MED EXP (Any one person) \$ 10,000 |
| | | | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| | | | | | | GENERAL AGGREGATE \$ 2,000,000 |
| | | | | | | PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | | | | | | \$ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | |
| | POLICY PRO-JECT LOC | | | | | |
| | OTHER: | | | | | |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY | | CPA 4375680-43 | 8/1/2020 | 8/1/2021 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | <input checked="" type="checkbox"/> ANY AUTO | | | | | BODILY INJURY (Per person) \$ |
| | OWNED AUTOS ONLY | SCHEDULED AUTOS | | | | BODILY INJURY (Per accident) \$ |
| | HIRED AUTOS ONLY | NON-OWNED AUTOS ONLY | | | | PROPERTY DAMAGE (Per accident) \$ |
| | | | | | | \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR | | CPA 4375680-43 | 8/1/2020 | 8/1/2021 | EACH OCCURRENCE \$ 5,000,000 |
| | EXCESS LIAB CLAIMS-MADE | | | | | AGGREGATE \$ 5,000,000 |
| | DED RETENTION \$ | | | | | \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | Y/N | PQAL-129001 | 1/1/2021 | 1/1/2022 | PER STATUTE OTH-ER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | N/A | | | | E.L. EACH ACCIDENT \$ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 |
| | | | | | | E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| C | Worker's Compensation | | 601700 | 1/1/2021 | 1/1/2022 | State Statutory |
| D | Equipment Floater | | 790013603-0006 | 8/1/2019 | 8/1/2020 | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule if more space is required)
Okaloosa County is included as Additional Insured with respect to the General contract or agreement.

CONTRACT#: C17-2599-FLT
JM WOOD AUCTION COMPANY, INC.
VEHICLE & HEAVY EQUIPMENT AUCTION SALES
EXPIRES: 08/15/2021 W/1 YR RENEWAL

CERTIFICATE HOLDER

CANCELLATION

Okaloosa County
5479A Old Bethel Road
Crestview, FL 32536

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

AUTHORIZED REPRESENTATIVE

Bellamy D. Stenke III



WAIVER OF SUBROGATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

Commercial Auto Policy

Motor Truck Cargo Legal Liability Coverage Endorsement

Commercial General Liability Coverage Endorsement

We agree to waive any and all subrogation claims against the person or organization designated below except for losses that are due in whole or part to the negligence or errors and omissions of the designated person or organization.

OKALOOSA CO PURCHAS
5479-A OLD BETH
CRESTVIEW, FL 32536

This endorsement applies to Policy Number: 029997140

Issued to: MODERN SOUND & COMM INC

Endorsement Effective: 12/19/2020

Expiration: 12/19/2021

All other terms, limits and provisions of this policy remain unchanged.

BURKHOLDER INS INC
PO BOX 81569
MOBILE, AL 36689

PROGRESSIVE
COMMERCIAL

OKALOOSA CO PURCHAS
5479-A OLD BETH
CRESTVIEW, FL 32536

Policy number: 02999714-0

Underwritten by:
Progressive Specialty Insurance Co
Insured:
MODERN SOUND & COMM INC
December 18, 2020
Policy Period: Dec 19, 2020 - Dec 19, 2021

Mailing Address

Progressive Specialty Insurance Co
PO Box 94739
Cleveland, OH 44101

Additional insured endorsement

Name of Person or Organization

OKALOOSA CO PURCHAS
5479-A OLD BETH
CRESTVIEW, FL 32536

The person or organization named above is an **insured** with respect to such liability coverage as is afforded by the policy, but this insurance applies to said **insured** only as a person liable for the conduct of another **insured** and then only to the extent of that liability. **We** also agree with **you** that insurance provided by this endorsement will be primary for any power unit specifically described on the **Declarations Page**.

Limit of Liability

| | |
|---------------------------|----------------------------------|
| Bodily Injury | Not applicable |
| Property Damage | Not applicable |
| Combined Liability | \$1,000,000 each accident |

All other terms, limits and provisions of this policy remain unchanged.

This endorsement applies to Policy Number: 02999714-0

Issued to (Name of Insured): MODERN SOUND & COMM INC

Effective date of endorsement: 12/19/2020

Policy expiration date: 12/19/2021

Form 1198 (01/04)

1-800-444-4487

For customer service, 24 hours a day,
7 days a week

**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

| | | | |
|--|--|---|--|
| Procurement/Contract/Lease Number: <u>C17-2599-FLT</u> | | Tracking Number: <u>4030-20</u> | |
| Procurement/Contractor/Lessee Name: <u>Jm Wood Auction</u> | | Grant Funded: YES ___ NO <u>X</u> | |
| Purpose: <u>Amendment/renewal 1st</u> | | | |
| Date/Term: <u>8-16-2021</u> | | 1. <input checked="" type="checkbox"/> GREATER THAN \$100,000 | |
| Department #: <u>varies by</u> | | 2. <input type="checkbox"/> GREATER THAN \$50,000 | |
| Account #: <u>what's sold</u> | | 3. <input type="checkbox"/> \$50,000 OR LESS | |
| Amount: _____ | | | |
| Department: <u>FLT</u> | | Dept. Monitor Name: <u>-Allen-</u> | |

Purchasing Review

| | |
|---|---------------------------------------|
| Procurement or Contract/Lease requirements are met: | |
| <u>DeRita Mason</u> | Date: <u>5-13-2020</u> |
| Purchasing Manager or designee | Jeff Hyde, DeRita Mason, Jessica Darr |

2CFR Compliance Review (if required)

| | | | |
|--|-----------------|-------------------|--|
| Approved as written: <u>NO Federal Funds</u> | | Grant Name: _____ | |
| _____ | | Date: _____ | |
| Grants Coordinator | Danielle Garcia | | |

Risk Management Review

| | | | |
|--|---------------------------------|------------------------|--|
| Approved as written: <u>see email attached</u> | | Date: <u>5-13-2020</u> | |
| _____ | | _____ | |
| Risk Manager or designee | Edith Gibson or Karen Donaldson | | |

County Attorney Review

| | | | |
|--|---|------------------------|--|
| Approved as written: <u>see email attached</u> | | Date: <u>5-26-2020</u> | |
| _____ | | _____ | |
| County Attorney | Lynn Hoshihara, Kerry Parsons or Designee | | |

Department Funding Review

| | |
|-------------------------------|--|
| Department funding confirmed: | |
| _____ | |
| Date: _____ | |

DeRita Mason

From: Karen Donaldson
Sent: Wednesday, May 13, 2020 11:10 AM
To: DeRita Mason
Subject: RE: C17-2599-FLT Amendment 1

DeRita

This is approved by risk management for insurance purposes.

Thank you

Karen Donaldson

Karen Donaldson
Claims Examiner
Public Records and Contracts Specialist
Okaloosa County Risk Management
302 N Wilson Street, Suite 301
Crestview, FL 32536
850.683.6207
KDonaldson@myokaloosa.com



Please note: Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Wednesday, May 13, 2020 7:48 AM
To: 'Parsons, Kerry' <KParsons@ngn-tally.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Karen Donaldson <kdonaldson@myokaloosa.com>
Subject: C17-2599-FLT Amendment 1

Please review and approve the attached.

Thank you,

DeRita Mason

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Tuesday, May 26, 2020 8:55 AM
To: DeRita Mason
Cc: Lynn Hoshihara; Karen Donaldson
Subject: RE: C17-2599-FLT Amendment 1

This is approved for legal purposes.

Kerry A. Parsons, Esq.

**Nabors
Giblin &
Nickerson**

1500 Mahan Dr. Ste. 200
Tallahassee, FL 32308
T. (850) 224-4070
Kparsons@ngn-tally.com

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From: DeRita Mason <dmason@myokaloosa.com>
Sent: Wednesday, May 13, 2020 8:48 AM
To: Parsons, Kerry <KParsons@ngn-tally.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Karen Donaldson <kdonaldson@myokaloosa.com>
Subject: C17-2599-FLT Amendment 1

Please review and approve the attached.

Thank you,

DeRita Mason



DeRita Mason
Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road



BOARD OF COUNTY COMMISSIONERS AGENDA REQUEST

DATE: June 16, 2020
TO: Honorable Chairman and Distinguished Members of the Board
FROM: Jack Allen
SUBJECT: JM Wood Auction Contract Amendment/Renewal
DEPARTMENT: Fleet
BCC DISTRICT: All

STATEMENT OF ISSUE: Request approval of the contract amendment and renewal with JM Wood Auction Company, Inc C17-2599-FLT

BACKGROUND & ANALYSIS: The County and contractor entered into a contract on August 16, 2017 for three (3) years with two-one year renewals. The County wishes to renew this contract for an additional term and amend it to allow the Contractor to have hauling expenses deducted from the auction proceeds. All other aspects of compensation as stated in Attachment B shall remain the same.

Adding the ability to have the contractor to transport the vehicles within the contract amendment gives staff another option of getting these vehicles to auction. Quotes will be received from the contractor and staff can then evaluate the least costly option.

Funding Source:

Department # 5200

Account # 549125

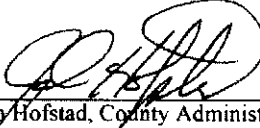
Amount: will vary based upon commission and amount of vehicles/equipment (FY20)

OPTIONS: Approve/Deny

RECOMMENDATION: Motion to request the Board approve the contract amendment and renewal with JM Wood Auction Company, Inc C17-2599-FLT

RECOMMENDED BY:

APPROVED BY:


John Hofstad, County Administrator

6/10/2020



CONTRACT#: C17-2599-FLT
JM WOOD AUCTION COMPANY, INC.
VEHICLE & HEAVY EQUIPMENT AUCTION SALES
EXPIRES: 08/15/2021 W/ 1 1 YR RENEWAL

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN OKALOOSA
COUNTY, FLORIDA AND
JM WOOD AUCTION COMPANY, INC.
CONTRACT NO. C17-2599-FLT**

This First Amendment to the Agreement between Okaloosa County, a political subdivision of the state of Florida (the "County"), and JM Wood Auction Company, Inc., executed this 16 day of June, 2020, is made a part of the original Agreement dated August 16, 2017, Contract No. C17-2599-FLT (the "original Agreement"), incorporated herein by reference. The County and Contractor hereby agree as follows:

1. **OPTION TO RENEW.** The parties hereby wish to exercise their yearly option to renew the original Agreement for an additional one (1) year term in accordance with Section 4 of the original Agreement.
2. **EFFECTIVE DATE OF RENEWAL TERM.** The Effective Date of this Amendment shall commence August 16, 2020 and shall terminate no later than August 15, 2021.
3. **INSURANCE.** Effective for the term of renewal, the parties wish to amend Attachment "B" of the original Agreement "Insurance Requirements" and replace with Attachment "A" of this Amendment.
4. **COMPENSATION.** Compensation for this renewal term of the Agreement shall:

Section 3 and Attachment B of the original Agreement ("Compensation") shall be revised as follows:

Contractor is allowed to have hauling expenses deducted from the auction proceeds. All other aspects of compensation as stated in Attachment B shall remain the same

5. **PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES.** Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the County's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.



Any contract entered into or renewed after July 1, 2018 shall be terminated at the County's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractors must submit the certification that is attached to this agreement as Attachment "B". Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

6. **CIVIL RIGHTS.** The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.
7. **COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS.** During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:
 - a. **Compliance with Regulations:** The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated and attached hereto as Attachment "C".
 - b. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
 - c. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
 - d. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or other governmental entity to be pertinent to ascertain



compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the County or the other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the County will impose such contract sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or

b. Cancelling, terminating, or suspending the Agreement, in whole or in part.

f. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the County to enter into any litigation to protect the interests of the County. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

8. **OTHER PROVISIONS REMAIN IN EFFECT.** Except as specifically modified herein, all terms and conditions of the original Agreement between the parties, dated August 16, 2017 and any amendments thereto, shall remain in full force and effect.

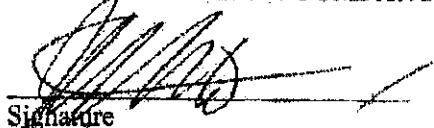
9. **CONFLICTING PROVISIONS.** The terms, statements, requirements, or provisions contained in this Amendment shall prevail and be given superior effect and priority over any conflicting or inconsistent terms, statements, requirements or provisions contained in any other document or attachment.

(Remainder of Page Intentionally Left Blank)



IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year first written above.

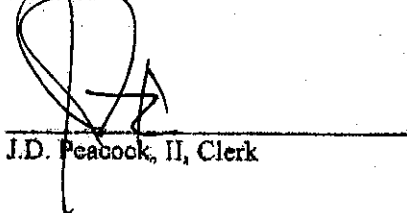
JM WOOD AUCTION COMPANY, INC:


Signature

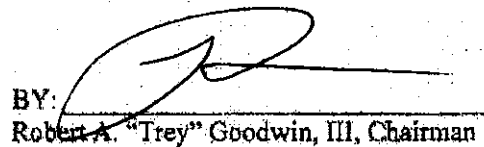
TITLE: V.P.

John D. Gray
Print Name

ATTEST:


J.D. Peacock, II, Clerk

OKALOOSA COUNTY, FLORIDA

BY: 
Robert A. "Trey" Goodwin, III, Chairman



ATTACHMENT "A"
Insurance Requirements



GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 01/2/2019

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida. Insuring company is required to have a minimum rating of A, Class X in the Best Key Rating Guide published by A.M. Best & Co. Inc.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. Where applicable the County shall be shown as an Additional Insured with a waiver of Subrogation on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day prior written notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contractor.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

WORKERS' COMPENSATION INSURANCE

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site



connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.

2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor shall carry Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury caused by the Contractor.
2. Commercial General Liability coverage shall include the following:
 - 1.) Premises & Operations Liability
 - 2.) Bodily Injury and Property Damage Liability
 - 3.) Independent Contractors Liability
 - 4.) Contractual Liability
 - 5.) Products and Completed Operations Liability
3. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.



INSURANCE LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

LIMIT

- | | | |
|----|---------------------------------|--|
| 1. | Workers' Compensation | |
| | 1.) State | Statutory |
| | 2.) Employer's Liability | \$500,000 each accident |
| 2. | Business Automobile | \$1,000,000 each accident (A combined single limit) |
| 3. | Commercial General Liability | \$1,000,000 each occurrence for Bodily Injury & Property Damage \$1,000,000 each occurrence Products and completed operations |
| 4. | Personal and Advertising Injury | \$1,000,000 each occurrence |

NOTICE OF CLAIMS OR LITIGATION

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road,



Crestview, Florida, 32536.

2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10 days' prior written notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.



The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its employees under all the foregoing policies of insurance.

EXCESS/UMBRELLA INSURANCE

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an EXCESS/UMBRELLA insurance policy. In all instances, the combination of primary and EXCESS/UMBRELLA liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.



ATTACHMENT "B"
Scrutinized Companies Certificate



VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate JM Wood Auction Company, Inc., the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, 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, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County's determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by bid proposer.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE:

June 2, 2020

SIGNATURE:

COMPANY:

JM Wood Auction Co.

NAME:

John D. Gray
(Typed or Printed)

ADDRESS:

3475 Ashley Rd
Montgomery, AL
36108

TITLE:

V.P.

E-MAIL:

J.D@Jmwood.com

PHONE NO.:

334 264 3265



ATTACHEMENT "C"
Civil Rights Clauses



Attachment "C"

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), as applicable, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).

DeRita Mason

From: Mary L. Carson <mcarson@okaloosaclerk.com>
Sent: Wednesday, June 17, 2020 10:38 AM
To: DeRita Mason
Cc: Renee S. Ramirez
Subject: RE: ACTION ITEMS: Agenda Items Approved at the June 16, 2020 BCC Meeting
Attachments: Meeting Date - 6-16-2020 - Type - AGREEMENTS CONTRACTS - Desc. REQUEST APPROVAL OF THE CONTRACT RENEWAL FOR GULF COAST TRAFFIC ENGINEERS INC.pdf; Meeting Date - 6-16-2020 - Type - AGREEMENTS CONTRACTS - Desc. KEY DATA CONTRACT.pdf; Meeting Date - 6-16-2020 - Type - CHANGE ORDERS - Desc. TAYLOR C18-2727-TDD CHANGE ORDER 2.pdf; Meeting Date - 6-16-2020 - Type - AGREEMENTS CONTRACTS - Desc. JM WOOD AUCTION CONTRACT AMENDMENT-RENEWAL.pdf

1 of 2

Thank you,



Mary L. Carson | Clerk to BCC
Okaloosa County Clerk of Court
101 East James Lee Blvd, Crestview, FL 32536
(850) 689-5000 ext. 3412 | www.okaloosaclerk.com



[How am I doing?](#)

From: Mary L. Carson
Sent: Wednesday, June 17, 2020 9:22 AM
To: DeRita Mason <dmason@myokaloosa.com>
Cc: Renee S. Ramirez <rramirez@okaloosaclerk.com>
Subject: ACTION ITEMS: Agenda Items Approved at the June 16, 2020 BCC Meeting

Good Morning DeRita

The following Agenda Items were approved at the June 16, 2020 BCC meeting:

- CA #2 Mitch Kaplan Hangar Lease Renewal and Amendment
- CA #3 Robert E. Lee Hangar Lease Renewal and Amendment
- CA #4 HBJ Holdings, LLC Hangar Lease Renewal and Amendment
- CA #5 Hangar Assignment of Lease J&R Emerald Air Property, LLC to Classic Aircraft Leasing, LLC
- CA #11 E&D Contracting, Inc.
- CA #15 Request Approval of the Contract Renewal for Gulf Coast Traffic Engineers, Inc
- CA #16 JM Wood Auction Contract Amendment/Renewal
- CA #22 Key Data Contract
- CA #24 Taylor C18-2727-TDD Change Order 2

- CA #17 *New Inmate Work Squad W1175 PENDING VENDOR SIGNATURE*

Thank you,



Mary L. Carson | Clerk to BCC
Okaloosa County Clerk of Court
101 East James Lee Blvd, Crestview, FL 32536
(850) 689-5000 ext. 3412 | www.okaloosaclerk.com



How am I doing?

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 08-18-2017

Contract/Lease Control #: C17-2599-FLT

Bid #: ITQ PUR 21-17

Contract/Lease Type: CONTRACT

Award To/Lessee: JM WOOD AUCTION COMPANY, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 08/16/2017

Expiration Date: 08/15/2020 W/2 1 YR RENEWALS

Description of Contract/Lease: VEHICLE & HEAVY EQUIPMENT AUCTION SERVICES

Department: FLT

Department Monitor: BRANDIN

Monitor's Telephone #: 850-689-5777

Monitor's FAX # or E-mail: TBRANDIN@CO.OKALOOSA.FL.US

Closed:

Cc: Finance Department Contracts & Grants Office



JMWODA-01

ADEEM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/15/2020

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 have **ADDITIONAL INSURED** provisions or 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).

PRODUCER
Starke Agency, Inc.
210 Commerce St.
Montgomery, AL 36104

CONTACT NAME: Alex Deem, CISR

PHONE
(A/C, No, Ext): (334) 387-4330 330

FAX
(A/C, No): (334) 264-3375

E-MAIL ADDRESS: adeem@starkeagency.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Union Insurance Company

25844

INSURER B : Midwest Employers Casualty

23612

INSURER C : Alabama Self Insured Workers Comp Fund

INSURER D: Atlantic Specialty Ins Co

27154

INSURER E :

INSURER F :

COVERAGES

CERTIFICATE NUMBER:

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.

| INSR LTR | TYPE OF INSURANCE | | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|-------------------|---|------------------------------|----------|----------------|-------------------------|-------------------------|---|--------------|
| A | X | COMMERCIAL GENERAL LIABILITY | | | | | | | |
| | | CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | X | | CPA 4375680-42 | 8/1/2019 | 8/1/2020 | EACH OCCURRENCE | \$ 1,000,000 |
| | | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 500,000 |
| | | | | | | | | MED EXP (Any one person) | \$ 10,000 |
| | | | | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 |
| | | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | \$ 2,000,000 |
| | | <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | | | PRODUCTS - COMP/OP AGG | \$ 2,000,000 |
| | | OTHER: | | | | | | | \$ |
| A | | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 |
| | X | ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS | | | CPA 4375680-42 | 8/1/2019 | 8/1/2020 | BODILY INJURY (Per person) | \$ |
| | | HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | | | \$ |
| A | X | UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR | | | | | | EACH OCCURRENCE | \$ 5,000,000 |
| | | EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | | | CPA 4375680-42 | 8/1/2019 | 8/1/2020 | AGGREGATE | \$ 5,000,000 |
| | | DED <input type="checkbox"/> RETENTION \$ | | | | | | | \$ |
| B | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | PER STATUTE <input type="checkbox"/> OTH-ER | |
| | | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | Y/N <input type="checkbox"/> | N/A | PQAL-129001 | 1/1/2020 | 1/1/2021 | E.L. EACH ACCIDENT | \$ 1,000,000 |
| | | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ 1,000,000 |
| C | | Workers Compensation | | | 601700 | 1/1/2020 | 1/1/2021 | E.L. DISEASE - POLICY LIMIT | \$ 1,000,000 |
| D | | Equipment Floater | | | 790013603-0006 | 8/1/2019 | 8/1/2020 | State Statutory | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (According to Additional Remarks Schedule may be attached if more space is required)
Okaloosa County is included as Additional Insured with respect to the General Liability as per written contract or agreement.

MAY 21 2020

CONTRACT#: C17-2599-FLT

JM WOOD AUCTION COMPANY, INC.

VEHICLE & HEAVY EQUIPMENT AUCTION SERVICES

EXPIRES: 08/15/2020 W/2 1 YR RENEWALS.

CERTIFICATE HOLDER

Received by
Risk Management CA

Okaloosa County
5479A Old Bethel Road
Crestview, FL 32536

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

Belling, P. Isturbe III

C17-2599-FLT



JMWOODA-01

ADEEM

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 12/28/2018

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 have **ADDITIONAL INSURED** provisions or 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).

| | | | |
|--|--|--|--|
| PRODUCER Starke Agency, Inc. 210 Commerce St. Montgomery, AL 36104 | | CONTACT NAME: Trey Starke PHONE (A/C, No, Ext): (334) 387-4300 300 FAX (A/C, No): (334) 264-3375 E-MAIL Address: tstarke@starkeagency.com | |
| | | INSURER(S) AFFORDING COVERAGE | |
| | | INSURER A: Union Insurance Company | |
| | | INSURER B: Midwest Employers Casualty | |
| | | INSURER C: Alabama Self Insured Workers Comp Fund | |
| | | INSURER D: Atlantic Specialty Ins Co | |
| | | INSURER E: | |
| | | INSURER F: | |

COVERAGES

CERTIFICATE NUMBER:

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.

| INSR LTR | TYPE OF INSURANCE | ADDITIONAL INSURED | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|----------------------------------|----------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | X | CPA 4375680-41 | 8/1/2018 | 8/1/2019 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | CPA 4375680-41 | 8/1/2018 | 8/1/2019 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$ | | CPA 4375680-41 | 8/1/2018 | 8/1/2019 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ Prod/Comp Agg \$ 5,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory In FL) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input type="checkbox"/> N/A | PPAL-129001 | 1/1/2019 | 1/1/2020 | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| C | Workers Compensation | | 601700 | 1/1/2019 | 1/1/2020 | State Statutory |
| D | Equipment Floater | | 790013603-0005 | 8/1/2018 | 8/1/2019 | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule)
 Okaloosa County is included as Additional Insured with respect to the General L

CONTRACT#: C17-2599-FLT
 JM WOOD AUCTION COMPANY, INC.
 VEHICLE & HEAVY EQUIPMENT AUCTION SALES
 EXPIRES: 08/15/2020 W/2 1 YR RENEWALS

CERTIFICATE HOLDER

Okaloosa County
 5479A Old Bethel Road
 Crestview, FL 32536

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.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY ULTRA PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGE EXTENSIONS

| Provision | Name Of Coverage Extension | Included or Limit of Insurance |
|------------------|---|---------------------------------------|
| A. | Miscellaneous Additional Insureds | Included |
| B. | Expected Or Intended Injury Or Damage | Included |
| C. | Knowledge Of Occurrence | Included |
| D. | Legal Liability - Damage To Premises Rented To You (Fire, Lightning, Explosion, Smoke, Or Leakage From Automatic Fire Protective Systems) | \$300,000 |
| E. | Medical Payments | \$10,000 |
| F. | Mobile Equipment Redefined | Included |
| G. | Newly Formed Or Acquired Organization, Partnership Or Limited Liability Company And Extended Period Of Coverage | Included |
| H. | Who Is An Insured - Amendment | Included |
| I. | Non-Owned Watercraft (Increased to maximum length of less than 51 feet) | Included |
| J. | Supplementary Payments - Increased Limits 1. Bail Bonds 2. Loss Of Earnings | \$ 3,000 \$ 1,000 |
| K. | Unintentional Omission Or Unintentional Error In Disclosure | Included |
| L. | Waiver Of Transfer Of Rights Of Recovery Against Others | Included |
| M. | Liberalization Clause | Included |
| N. | Incidental Medical Malpractice | Included |

The above is a summary only. Please consult the specific provisions that follow for complete information on the extensions provided.

The provisions of the Commercial General Liability Coverage Part apply except as otherwise provided in this endorsement. This endorsement applies only if such Coverage Part is included in this policy.

A. MISCELLANEOUS ADDITIONAL INSUREDS

1. **Section II - Who Is An Insured** is amended to include as an insured any person or organization (referred to as an additional insured below) described in Paragraphs **A.1.c.(1)** through **A.1.c.(8)** below when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an

additional insured on your policy, provided that:

- a. The written contract or written agreement is:
 - (1) Currently in effect or becoming effective during the term of this policy; and
 - (2) Fully executed by you and the additional insured prior to the "bodily injury", "property damage" or "personal and advertising injury".



JMWOODA-01

AWATTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/01/2018

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 have ADDITIONAL INSURED provisions or 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).

| | | | |
|---|--|--|-------------------------------|
| PRODUCER Starke Agency, Inc. 210 Commerce St. Montgomery, AL 36104 | RECEIVED AUG 03 2018 BY: <i>P. R. C. H.</i> | CONTACT NAME: | |
| | | PHONE (A/C, No, Ext): (334) 263-5535 | FAX (A/C, No): (334) 264-3375 |
| | | E-MAIL ADDRESS: info@starkeagency.com | |
| | | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | | INSURER A : Berkley Insurance Co | 32603 |
| | | INSURER B : Alabama Self Insured Workers Comp Fund | |
| | | INSURER C : | |
| | | INSURER D : | |
| | | INSURER E : | |
| | | INSURER F : | |

COVERAGES CERTIFICATE NUMBER: 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.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | X | | CPA 4375680-41 | 08/01/2018 | 08/01/2019 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | CPA 4375680-41 | 08/01/2018 | 08/01/2019 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | | CPA 4375680-41 | 08/01/2018 | 08/01/2019 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ Prod/Comp Agg \$ 5,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | 601700 | 01/01/2018 | 01/01/2019 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Okaloosa County is included as Additional Insured with respect to the General Liability as per written contract or agreement.

C17-2599-FLT

CERTIFICATE HOLDER

CANCELLATION

Okaloosa County
5479A Old Bethel Road
Crestview, FL 32536

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

Bolton P. Sturke III



JMWOODA-01

ADEEM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/06/2018

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 have ADDITIONAL INSURED provisions or 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).

| | | |
|--|---|--------------------------------------|
| PRODUCER Starke Agency, Inc. 210 Commerce St. Montgomery, AL 36104 | CONTACT NAME: rry a | |
| | PHONE (A/C, No, Ext): (334) 263-5535 | FAX (A/C, No): (334) 264-3375 |
| | E-MAIL ADDRESS: info@starkeagency.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : Berkley Insurance Co | 32603 |
| INSURED JM Wood Auction Company, Inc. 3475 Ashley Road Montgomery, AL 36108-3709 | INSURER B : Alabama Self Insured Workers Comp Fund | |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

COVERAGES

CERTIFICATE NUMBER:

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.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | 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 | X | | CPA4375680-40 | 08/01/2017 | 08/01/2018 | EACH OCCURRENCE \$ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 |
| | | | | | | | MED EXP (Any one person) \$ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE \$ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | | | | | | | |
| A | AUTOMOBILE LIABILITY | | | | | | |
| | <input checked="" type="checkbox"/> ANY AUTO | | | CPA4375680-40 | 08/01/2017 | 08/01/2018 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | <input type="checkbox"/> OWNED AUTOS ONLY | | | | | | BODILY INJURY (Per person) \$ |
| | <input type="checkbox"/> HIRED AUTOS ONLY | | | | | | BODILY INJURY (Per accident) \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | | | | | | | |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB | | | | | | |
| | <input type="checkbox"/> EXCESS LIAB | | | CPA4375680-40 | 08/01/2017 | 08/01/2018 | EACH OCCURRENCE \$ 5,000,000 |
| | <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | | | | AGGREGATE \$ |
| | | | | | | | Prod/Comp Agg \$ 5,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | | | 601700 | 01/01/2018 | 01/01/2019 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | | | | E.L. EACH ACCIDENT \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Okaloosa County is included as Additional Insured with respect to the General Liability as per written contract or agreement.

C17-2599-FLT

CERTIFICATE HOLDER

CANCELLATION

Okaloosa County
5479A Old Bethel Road
Crestview, FL 32536

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



C17-2599-FLT

JMWO0-1

OP ID: BM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/16/2017

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 have ADDITIONAL INSURED provisions or 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).

| | | |
|--|--------------|---|
| PRODUCER Starke Agency, Inc. P. O. Box 4359 Montgomery, AL 36103-4359 Bolling P. Starke, III | 334-263-5535 | CONTACT NAME: Bolling P. Starke, III PHONE (A/C, No, Ext): 334-263-5535 FAX (A/C, No): 334-264-3375 E-MAIL ADDRESS: |
| INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURER A: Union Standard Insurance | | |
| INSURER B: AL Self-Insured Work Comp Fnd | | |
| INSURER C: | | |
| INSURER D: | | |
| INSURER E: | | |
| INSURER F: | | |

INSURED **JM Wood Auction Company, Inc.**
115 Belvedere Circle
West Columbia, SC 29172

COVERAGES

CERTIFICATE NUMBER:

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.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | 4375680 | 08/01/2017 | 08/01/2018 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$ |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | 4375680 | 08/01/2017 | 08/01/2018 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | 4375680 | 08/01/2017 | 08/01/2018 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | 601700 | 01/01/2017 | 01/01/2018 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedu

Contract # C17-2599-FLT
JM WOOD AUCTION COMPANY, INC.
VEHICLE & HEAVY EQUIPMENT AUCTION SALES
EXPIRES: 08/15/2020 W/2 1 YR RENEWALS

CERTIFICATE HOLDER

CANCELLATION

Okaloosa County
Purchasing Department
Attn: DeRita Mason
5479A Old Bethel Road
Crestview, FL 32536

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
Bolling P. Starke, III

PROCUREMENT/CONTRACT/LEASE INTERNAL COORDINATION SHEET

| | |
|---|---|
| Procurement/Contract/Lease Number: _____ | Tracking Number: <u>2300-17</u> |
| Procurement/Contractor/Lessee Name: <u>Jim Wood</u> | Grant Funded: YES ___ NO <u>✓</u> |
| Purpose: <u>contract</u> | |
| Date/Term: <u>3 years 2 yrs renewal</u> | 1. <input type="checkbox"/> GREATER THAN \$50,000 |
| Amount: <u>revenue</u> | 2. <input type="checkbox"/> GREATER THAN \$25,000 |
| Department: <u>PUR</u> | 3. <input type="checkbox"/> \$25,000 OR LESS |
| Dept. Monitor Name: <u>Kisela</u> | |

| | |
|---|--|
| Purchasing Review | |
| Procurement or Contract/Lease requirements are met: | |
| <u>[Signature]</u> | Date: <u>7-11-17</u> |
| Purchasing Director or designee | Greg Kisela, Charles Powell, DeRita Mason, Matthew Young |

| | |
|---|-------------|
| 2CFR Compliance Review (if required) | |
| Approved as written: | <u>NA</u> |
| _____ | Date: _____ |
| Grants Coordinator | Renee Biby |

| | |
|-------------------------------|------------------------------|
| Risk Management Review | |
| Approved as written: | |
| <u>[Signature]</u> | Date: <u>7-17-17</u> |
| Risk Manager or designee | Laura Porter or Krystal King |

| | |
|-------------------------------|---|
| County Attorney Review | |
| Approved as written: | <u>see email attached</u> |
| _____ | Date: <u>7/31/17</u> |
| County Attorney | Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee |

Following Okaloosa County approval:

| | |
|--------------------------------------|---|
| Contracts & Grants Office | |
| Document has been received: | |
| _____ | Date: _____ |
| Contracts & Grants Manager | Marcella Eubanks, Mindy Kovalsky, Ashley Endris |

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Sunday, July 30, 2017 7:04 PM
To: DeRita Mason; Matthew Young; Greg Kisela
Cc: Lynn Hoshihara
Subject: RE: Draft Contract for 21-17 ITQ

This is approved for legal sufficiency.

From: DeRita Mason [mailto:dmason@co.okaloosa.fl.us]
Sent: Tuesday, July 25, 2017 11:59 AM
To: Parsons, Kerry; Matthew Young; Greg Kisela
Cc: Lynn Hoshihara
Subject: RE: Draft Contract for 21-17 ITQ

Here is the revised draft.

DeRita

From: Parsons, Kerry [mailto:KParsons@ngn-tally.com]
Sent: Thursday, July 20, 2017 9:21 AM
To: DeRita Mason <dmason@co.okaloosa.fl.us>; Matthew Young <myoung@co.okaloosa.fl.us>; Greg Kisela <gkisela@co.okaloosa.fl.us>
Cc: Lynn Hoshihara <lhoshihara@co.okaloosa.fl.us>
Subject: RE: Draft Contract for 21-17 ITQ

Please see my attached revisions and comments.

From: DeRita Mason [mailto:dmason@co.okaloosa.fl.us]
Sent: Thursday, July 13, 2017 3:06 PM
To: Parsons, Kerry
Cc: Lynn Hoshihara
Subject: Draft Contract for 21-17 ITQ

Please review and approve.

Thanks,

DeRita



| | |
|-----------------------------------|----------------------------------|
| <input type="text"/> | <input type="text"/> |
| Forgot Username? | Forgot Password? |
| Log In | |
| Create an Account | |

Search Results

Current Search Terms: jm wood* auction* company* inc*

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

No records found for current search.

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This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

**AGREEMENT
FOR ITQ PUR 21-17
WITH JM WOOD AUCTION COMPANY, INC.
TO PROVIDE VEHICLE & HEAVY EQUIPMENT AUCTION SERVICES**

This Agreement is entered into this 16th day of August, 2017, by and between Okaloosa County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, situated at 1250 N. Eglin Parkway, Shalimar, FL (hereinafter the "County"), and JM Wood Auction Company, Inc., a corporation certified to do business in the state of Florida, whose principal address is 3475 Ashley Rd., Montgomery, AL 36108 (hereinafter the "Provider").

WITNESSETH

WHEREAS, the Provider is a licensed Auctioneer in the State of Florida providing auction sales; and

WHEREAS, the Provider responded to the ITQ PUR 21-17 to provide auction services for vehicles and heavy equipment; and

WHEREAS, the County has now determined that it is in the best interest of the County to enter into an Agreement with the Provider to provide auction services for County owned surplus items, specifically vehicles and heavy equipment.

NOW, THEREFORE, the parties hereto agree as follows:

1. INCORPORATION OF DOCUMENTS

The following documents are incorporated by reference into this Agreement and are attached hereto:

1. Invitation to Quote & Acknowledgement, ITQ PUR 21-17, Vehicle & Heavy Equipment Auction Services, date of opening May 31, 2017, attached hereto as Exhibit "A" and any addendums thereto.

All terms within the above referenced documents are in full force and effect and shall be binding upon both parties.

2. SCOPE OF SERVICES

The Provider will provide auction services for County owned vehicles and heavy equipment. The auctions must be held in a covered drive-through site at least once every three months. The provider must advertise in a newspaper which has general circulation in the local area for a minimum of one week before sale. They must advertise in color brochures, which will include color pictures and details of inventory. The provider will set up the auction site, conduct the auction, acts as the Seller's agent, collect all proceeds and assist in load-out equipment sold. The

County will deliver equipment to the auction site. Further detail of this scope is outlined in attached "Exhibit A" and any addendums attached hereto.

3. REPORTS & PAYMENT

The provider will provide the following reports to ensure receipt and disposition of all property it sells for the County:

- Report including Asset description, County asset number if applicable, sales price, auctioneer commission, reimbursement to County and bidder number.
- Complete bidder list including name, address and assigned bidder number.

The provider will receive a five (5%) percent seller's premium for their services at the Auction site. The provider will issue the County a check within twenty-one (21) days after the sale.

4. DURATION OF CONTRACT AND TERMINATION

The Agreement will begin once fully executed by both parties and continue for three (3) years from the date of execution. There will be a maximum of two (2) one (1) year renewals upon mutual written agreement by both parties.

The County may terminate this Agreement for cause, if it determines that the Provider is not satisfactorily performing the requirements under this Contract, upon thirty (30) days written notice of the deficiency in writing. Such notice shall provide reasonable specificity to the Provider of the deficiency that requires correction. The Provider shall have twenty (20) days to cure the deficiency. If the deficiency is not corrected within the time period provided, the County may either (1) terminate the Contract, or (2) take whatever action is deemed appropriate by the County to correct the deficiency. In the event that the County chooses to take action and not terminate the Contract, the Provider shall, upon demand, promptly reimburse the County for any and all costs and expenses incurred by the County in correcting the deficiency.

This Agreement may be terminated without cause by the County upon thirty (30) days written notice to Provider. The County further reserves the right to unilaterally cancel this Agreement for refusal of the Provider to permit public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement unless the records are exempt by law.

If the County terminates the Agreement with or without cause, the County will notify the Provider of such termination in writing, with instructions to the effective date of termination. The Provider shall be paid only for work satisfactorily performed up to the point of termination for which costs can be substantiated.

5. AUDIT PROVISION

The County and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Provider with the terms, conditions, obligations, limitations, restrictions and requirements of this Agreement and such right shall extend for a period of three (3) years after termination of this Agreement.

6. INSURANCE PROVISION

Contractor shall adhere to the insurance requirements as set forth in Exhibit "A", and made a part of the contract.

7. INDEMNIFICATION

Provider shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Provider and other persons employed or utilized by the Provider in the performance of this Agreement.

8. INDEPENDENT CONTRACTORS

Provider enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Provider and Provider's employees. Under no circumstances shall Provider or any of Provider's employees look to the County as his/her employer, or as partner, agent or principal. Neither Provider, nor any of Provider's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Provider shall be responsible for providing, at Provider's expense, and in Provider's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement.

9. ASSIGNMENTS

Provider shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. If Provider does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Provider all of the obligations and responsibilities that Provider has assumed toward the County.

10. NOTICES

All notices required by this Agreement shall be in writing to the representatives listed below:

The authorized representative of the County shall be:

Greg Kisela, Purchasing Director
5479A Old Bethel Rd.
Crestview, FL 32536
Phone: 850-689-5960
Email: gkisela@co.okaloosa.fl.us

The authorized representative(s) for the Provider shall be:

Curt Brown, Territory Manager
3475 Ashley Rd.
Montgomery, AL 36108
Phone: 334-264-3265
Email: curt@jmwood.com
Courtesy copy to:

Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536
Phone: 850-689-5960
Fax: 850-689-5998
Email: dmason@co.okaloosa.fl.us

Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least five (5) business days prior notice of the address change.

11. PUBLIC RECORDS

Provider shall adhere to the Public Records law of Florida.

IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (INSERT TELEPHONE NUMBER, E-MAIL ADDRESS, AND MAILING ADDRESS).

Provider must comply with the public records laws, Florida Statute chapter 119, specifically Provider must:

1. Keep and maintain public records required by the County to perform the service.

2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the agreement if the provider does not transfer the records to the County.
4. Upon completion of the agreement, transfer, at no cost, to the County all public records in possession of the provider or keep and maintain public records required by the County to perform the service. If the provider transfers all public records to the public agency upon completion of the agreement, the provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the provider keeps and maintains public records upon completion of the agreement, the provider shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

12. GOVERNING LAW & VENUE

This Agreement shall be interpreted in accordance with the laws of the State of Florida without regard to its principles of conflicts of laws. Venue for any legal proceedings arising out of this Agreement shall be in the state courts of Okaloosa County, Florida.

13. THIRD PARTY BENEFICIARIES

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

14. TAXES

Provider agrees to pay all sales, use, or other taxes, assessments and other similar charges for the performance of services under this Agreement when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County. Provider further agrees that it shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of this Agreement.

15. ENTIRE AGREEMENT AND WAIVER

This Agreement and Exhibit(s) "A" as incorporated herein contains the entire agreement between the parties and supersedes all prior oral or written agreements. Provider acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties and signed by both parties.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

16. SEVERABILITY

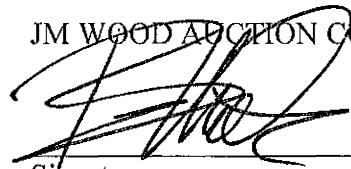
If any term or condition of this Agreement shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

17. REPRESENTATION OF AUTHORITY TO PROVIDER/SIGNATORY

The individual signing this Agreement on behalf of the Provider represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The Provider represents and warrants to the County that the execution and delivery of the Agreement and the performance of Provider's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Provider and enforceable in accordance with its terms.

IN WITNESS WHEREFORE, the parties hereto have executed this Agreement as of the day and year written below.

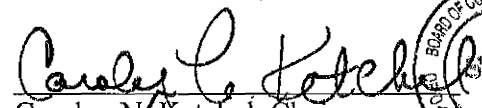
JM WOOD AUCTION COMPANY, INC.

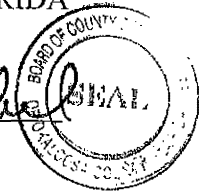

Signature

BRYANT WOOD
Print Name

Date: 8 / 3 / 17

OKALOOSA COUNTY, FLORIDA


Carolyn N. Ketchel, Chairman
Date: 8 / 10 / 2017



ATTEST:

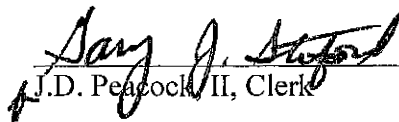

J.D. Peacock II, Clerk





EXHIBIT "A"

INVITATION TO QUOTE & ACKNOWLEDGEMENT

ITQ TITLE:

Vehicle & Heavy Equipment
Auction Services

ITQ NUMBER:

ITQ 21-17

LAST DAY FOR QUESTIONS:

May 26, 2017 at 4:00 p.m. CST

ITQ DUE DATE & TIME:

May 31, 2017 at 4:00 p.m. CST

NOTE: QUOTES RECEIVED AFTER THE QUOTE DUE DATE WILL NOT BE ACCEPTED.

Okaloosa County, Florida solicits your company to submit a quote on the above referenced goods or services. All terms, specifications and conditions set forth in this ITQ are incorporated into your response. A quote will not be accepted unless all conditions have been met. All quotes must have an authorized signature in the space provided below. All envelopes containing sealed qualifications must reference the "ITQ Title", "ITQ Number" and the "ITQ Due Date & Time" Okaloosa County is not responsible for lost or late delivery of quotes by the U.S. Postal Service or other delivery services used by the respondent. Electronically submitted quotes will be accepted. Quotes may not be withdrawn for a period of sixty (60) days after the quote opening unless otherwise specified.

RESPONDENT ACKNOWLEDGEMENT FORM BELOW MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR QUOTE. QUOTES WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE RESPONDENT.

COMPANY NAME

JM Wood Auction Company, Inc.

MAILING ADDRESS

3175 Ashley Rd.

CITY, STATE, ZIP

Montgomery, AL 36108

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN):

72-1382644

TELEPHONE NUMBER:

334-264-3265

EXT:

123

FAX:

334-269-6996

EMAIL:

curt@jmwood.com

I CERTIFY THAT THIS QUOTE IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER QUOTE. SUBMITTING A QUOTE FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS QUOTE AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS QUOTE FOR THE RESPONDENT.

AUTHORIZED SIGNATURE:

[Handwritten Signature]

TYPED OR PRINTED NAME

Curtis A. Brown

TITLE:

Territory Mgr, Governmental

DATE

5/23/17

Rev: September 23, 2014

NOTICE TO QUOTERS ITQ 21-17

The Okaloosa County Board of County Commissioners requests quotes from respondents for Vehicle & Heavy Equipment Auction Services. The County desires services of a qualified respondent with proven performance as outlined in the Quote Requirements section of this packet.

Interested respondents desiring consideration shall provide an original and two (2) copies (total of three (3)) of their Invitation to Quote (ITQ) response with the agency's area of expertise identified. Submissions should be portrait orientation, unbound, and 8 ½" x 11" where practical.

Quote documents are available for download by accessing the Okaloosa County website at <http://www.co.okaloosa.fl.us/purchasing/home> then accessing the link "View Current Solicitations" or by accessing the Florida Purchasing Group website at <http://www.floridabidsystem.com/Bids/ViewOpenSolicitations.asp>

Submittals must be delivered to the Okaloosa County Purchasing Department at the address listed below no later than **May 31, 2017 at 4:00 p.m.**, in order to be considered. All quotes received after the stated time and date will be returned unopened and will not be considered.

All originals must have original signatures in blue ink.

All submittals shall be addressed as follows:

ITQ 21-17 Vehicle & Heavy Equipment Auction Services

Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536

NOTE: Crestview, FL is not a next day guaranteed delivery location by most delivery services. Respondents using mail or delivery service assume all risk of late or non-delivery

The County reserves the right to award to the firm submitting a responsive quote with a resulting negotiated agreement that is most advantageous and in the best interest of Okaloosa County, and to waive any irregularity or technicality in quotes received. Okaloosa County shall be the sole judge of the quote and the resulting negotiated agreement that is in its best interest and its decision will be final.

Greg Kisela

Date

Purchasing Director

OKALOOSA COUNTY

BOARD OF COUNTY COMMISSIONERS

Carolyn N. Ketchel

Chairman

QUOTE REQUIREMENTS

SCOPE:

It is the intent of the County to solicit quotes from respondents having expertise in providing auction sale services of County-owned vehicle & heavy equipment ("Assets"). This will be a non-exclusive contract and the BCC reserves the right to select multiple successful vendors. The required services shall include, but are not limited to, the following:

- ☐ The Contractor shall provide auction services for surplus Assets as designated by the County.
- ☐ The Contractor shall assist the County in determining the groupings of the Assets to be auctioned.
- ☐ The County may withdraw any item from auction prior to its being sold.
- ☐ The Contractor shall have knowledge of and be compliant with all local, state, and federal laws and regulations regarding auction services and government owned surplus property.
- ☐ The County may impose minimum bid amounts on Assets at its discretion.
- ☐ The Contractor must provide auctions at the same roof-covered, drive through site at least once every three months.
- ☐ The Contractor must be within **225** driving miles of 2798 Goodwin Avenue, Crestview, FL.
- ☐ The site of auction location must have at least a 10 acre equipment fenced lot.
- ☐ The Contractor must advertise in brochures with both color pictures and detailed descriptions of the equipment.
- ☐ The Contractor must advertise in a newspaper which has general circulation in the local area as well as the area where the Auction will be held for a minimum of one (1) week but not more than (2) two weeks prior to sale. (F.S. 274.06)
- ☐ The Contractor must advertise on auction company's web page, posting multiple photos of each item to be sold.
- ☐ The Contractor must offer internet bidding at auctions.
- ☐ The Contractor must be able to answer questions regarding the equipment or asset that any prospective buyer might have.
- ☐ The Contractor must set up the auction site, conduct the auction, act as the Seller's agent, collect all proceeds and assist in load-out equipment sold.
- ☐ The Contractor must pay any and all expenses of conducting the auction.
- ☐ The Contractor must furnish the County with a computerized statement of each item sold and a check for payment within thirty (30) days from the date of the auction.
- ☐ The County shall retain ownership over all Assets until such time as the Asset is successfully auctioned and transferred to the successful purchaser.
- ☐ The County will deliver equipment to auction site. The County will also deliver transferable titles or necessary documents to auction company and maintain insurance on all equipment until sold.
- ☐ The books, records, documents and accounting procedures and practices of the contractor relevant to this service shall be subject to the inspection, examination, and audit by the County.

Successful quoter must have an effective advertising and promotional program extending in states neighboring the state where the auction site is located. Description of marketing program to be attached to quote.

Firms responding to this ITQ shall be able to demonstrate that they will have the continuing capabilities to perform these services.

Firms shall include a copy of their Business License with their quote.

Quotes received will be evaluated by the County based on the ability to perform, experience, qualifications and cost charged within quote.

Compensation for Services:

The successful contractor shall receive a fixed percentage (Seller's Premium) as indicated in the quote based on the sale price of the surplus Asset sold at auction.

The County shall not be responsible for any expenditure of monies or other expenses incurred by the contractor in making its proposal.

Reports and Invoices:

Contractor is required to provide the following records to ensure receipt and disposition of all property it sells for the County:

- _ Report including Asset description, County asset number if applicable, sales price, auctioneer commission, reimbursement to County and bidder number.
- _ Complete bidder list including name, address, and assigned bidder number.

TERM:

This agreement shall continue for a period of three (3) years and have two (2) one-year renewal periods upon mutual consent of Auction Firm and County.

GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 02/09/16

RESPONDENT'S INSURANCE

1. The Respondent shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers licensed to do business in the State of Florida.
3. All insurance shall include the interest of all entities named and their respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by Okaloosa County as Additional Insured. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. The County shall be listed as Additional Insured by policy endorsement on all insurance contracts applicable to this Agreement except Workers' Compensation and Professional Liability.
5. The County shall be furnished proof of coverage by certificates of insurance (COI) and endorsements for every applicable insurance contract required by this Agreement. The COI's and policy endorsements must be delivered to the County Representative not less than ten (10) days prior to the commencement of any and all contractual Agreements between the County and the Respondent.
6. The County shall retain the right to reject all insurance contracts that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Respondent.
7. The insurance definition of Insured or Additional Insured shall include Subcontractor, Sub-subcontractor, and any associated or subsidiary companies of the Respondent, which are involved, and which is a part of the contract.
8. The County reserves the right at any time to require the Respondent to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.
9. The designation of Respondent shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
10. All policies shall be written so that the County will be notified of cancellation or restrictive amendments at least thirty (30) days prior to the effective date of such cancellation or amendment. Such notice shall be given directly to the County Representative.

WORKERS' COMPENSATION INSURANCE

1. The Respondent shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Respondent shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.
2. Such insurance shall comply with the Florida Workers' Compensation Law.
3. No class of employee, including the Respondent himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

BUSINESS AUTOMOBILE AND COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Respondent shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include Owned, Non-owned & Hired Motor Vehicle coverage.
2. The Respondent shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures. The coverage shall include both On-and Off-Premises Operations, Contractual Liability, and Broad Form Property Damage.
3. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Respondent shall notify the County representative in writing. The Respondent shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.
4. Commercial General Liability coverage shall be endorsed to include the following:
 - 1.) Premises – Operation Liability
 - 2.) Occurrence Bodily Injury and Property Damage Liability
 - 3.) Independent Respondent's Liability
 - 4.) Completed Operations and Products Liability

5. Respondent shall agree to keep in continuous force Commercial General Liability coverage including Completed Operations and Products Liability for the length of the project.

LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

| | <u>LIMIT</u> |
|------------------------------------|--|
| 1. Worker's Compensation | |
| 1.) State | Statutory |
| 2.) Employer's Liability | \$100,000 each accident |
| 2. Business Automobile | \$1,000,000 each occurrence (A combined single limit) |
| 3. Commercial General Liability | \$1,000,000 each occurrence (A combined single limit) |
| 4. Personal and Advertising Injury | \$250,000 |

NOTICE OF CLAIMS OR LITIGATION

The Respondent agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Respondent's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Respondent becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

To the fullest extent permitted by law, Respondent shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Respondent and other persons employed or utilized by the Respondent in the performance of this contract.

Note: For respondent's convenience, this certification form is enclosed and is made a part of the bid package

CERTIFICATE OF INSURANCE

1. Certificates of insurance, in duplicate, indicating the job site and evidencing all required coverage must be submitted to and approved by Okaloosa County prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.

2. All policies shall expressly require 30 days written notice to Okaloosa County at the address set out above, or the cancellations of material alterations of such policies, and the Certificates of Insurance, shall so provide.
3. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer. County reserves the right to approve or reject all deductible/SIR above \$10,000. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs).
4. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Respondent's full responsibility. In particular, the Respondent shall afford full coverage as specified herein to entities listed as Additional Insured.
5. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from Okaloosa County will only be provided upon demonstration that the Respondent has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.

GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the Respondent required for its own protection or on account of statute shall be its own responsibility and at its own expense.

The carrying of the insurance described shall in no way be interpreted as relieving the Respondent of any responsibility under this contract.

Should the Respondent engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Respondent hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the Respondent under all the foregoing policies of insurance.

UMBRELLA INSURANCE

The Respondent shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

GENERAL SERVICES SPECIAL BID CONDITIONS

1. **SPECIFICATION EXCEPTIONS** – Specifications are based on the most current literature available. Respondent shall clearly list any change in the manufacturer's specifications which conflict with the bid specifications. Respondent must also explain any deviation from the bid specification in writing, as a foot note on the applicable bid page and enclose a copy of the manufacturer's specifications data detailing the changed item(s) with their bid. Failure of the respondent to comply with these provisions will result in respondents being held responsible for all costs required to bring the equipment in compliance with bid specifications.
2. **APPLICABLE LAWS & REGULATIONS** – All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the bid throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.
3. **DISQUALIFICATION OF RESPONDENTS** - Any of the following reasons may be considered as sufficient for the disqualification of a respondent and the rejection of its bid:

Submission of more than one proposal for the same work from an individual, firm or corporation under the same or different name.

Evidence that the respondent has a financial interest in the firm of another respondent for the same work.

Evidence of collusion among respondents. Participants in such collusion will receive no recognition as respondents for any future work of the County until such participant has been reinstated as a qualified respondent.

Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.

Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.

Default under previous contract.

Listing of the respondent by any Local, State or Federal Government on its barred/suspended vendor list.

4. AWARD OF CONTRACT -

Okaloosa County Review - Okaloosa County designated Staff will review all quotes and will participate in the Recommendation to Award.

The County will award the contract to the lowest-most responsive quote, and the County reserves the right to award the contract to the respondent submitting a responsive quote with a resulting negotiated agreement which is most advantageous and in the best interest of the County, and to reject any and all quotes or to waive any irregularity or technicality in quotes received. Okaloosa County shall be the

sole judge of the quote and the resulting negotiated agreement that is in its best interest and its decision shall be final.

Okaloosa County reserves the right to waive any informalities or reject any and all quotes, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this quote and to accept the quote that in its judgment will best serve the interest of the County.

Okaloosa County specifically reserves the right to reject any conditional quotes and quotes which make it impossible to determine the true amount of the quote. Each item must be quoted separately and no attempt is to be made to tie any item or items to any other item or items.

5. **PAYMENTS** – The respondent shall be paid upon submission of invoices and approval of acceptance by Okaloosa County Board of County Commissioners, Finance Office, 302 N. Wilson St., #203, Crestview FL 32536, for the prices stipulated herein for articles delivered and accepted. Invoices must show Contract #.
6. **DISCRIMINATION** - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
7. **PUBLIC ENTITY CRIME INFORMATION** - Pursuant to Florida Statute 287.133, a respondent may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
8. **CONFLICT OF INTEREST** - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their proposals the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its agencies. Furthermore, all respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.

Note: For respondent's convenience, this certification form is enclosed and is made a part of the bid package.

9. **RECYCLED CONTENT INFORMATION** - In support of the Florida Waste Management Law, respondents are encouraged to supply with their bid any information available regarding recycled material content in the products bid. The County is particularly interested in the type of recycled material used (such as paper, plastic, glass, metal, etc.) and the percentage of recycled material contained in the product. The County also requests information regarding any known or potential material content in the product that may be extracted and recycled after the product has served its intended purpose.

Note: For respondent's convenience, this certification form is enclosed and is made a part of the bid package.

10. **LOCAL PREFERENCE** - Okaloosa County reserves the right to grant a preference to in-county respondents only when bids are received from firms located in states, counties, municipalities or other

political subdivisions which offer preference to respondents located in such political subdivisions. The amount of preference given to local respondents will be the same as that given by the state, county, municipality or other political subdivisions in which a respondent is located. If the political subdivision in which a respondent is located offers a preference to its local firms, that respondent must plainly state the extent of such preference to include the amount and type preference offers. Any respondent failing to indicate such preference will be removed from the County bid list and any and all bids from that firm will be rejected.

Note: For respondent's convenience, this certification form is enclosed and is made a part of the bid package.

11. **REORGANIZATION OR BANKRUPTCY PROCEEDINGS** – Bids will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.
12. **INVESTIGATION OF RESPONDENT** – The County may make such investigations, as it deems necessary to determine the stability of the respondent to perform the work and that there is no conflict of interest as it relates to the project. The respondent shall furnish to the Owner any additional information and financial data for this purpose as the County may request.
13. **AUTHORITY TO PIGGYBACK** - All respondents submitting a response to this Request for Quote agree that such response also constitutes a bid to all governmental agencies under the same conditions, for the same contract price, and for the same effective period as this bid, should the respondent feel it is in their best interest to do so.

Each governmental agency desiring to accept these bids and make an award thereof shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this bid.

This agreement in no way restricts or interferes with the right of any governmental agency to bid any or all items.

14. **NO CONTACT CLAUSE** - The Okaloosa County Board of County Commissioners have established a solicitation silence policy (**No Contact Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department. The period commences when the procurement document is received by the County and terminates when the Board of County Commissioners approves an award.

Note: For respondent's convenience, this certification form is enclosed and is made a part of the bid package.

15. **REVIEW OF PROCUREMENT DOCUMENTS** - Per Florida Statute 119.071 (2) 2 sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public disclosure until such time as the County provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
16. **COMPLIANCE WITH FLORIDA STATUTE 119.0701** - The Respondent shall comply with all the provisions of section 119.0701, Florida Statutes relating to the public records which requires, among other things, that the Respondent: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide

the records; (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; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the respondent upon termination of the contract.

17. **PROTECTION OF RESIDENT WORKERS** – The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The respondent shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirements.

Respondents doing construction business with Okaloosa County are required to use the Federal Government Department of Homeland Security's website and use the E-Verify Employment Eligibility Verifications System to confirm eligibility of all employees to work in the United States.

18. **SUSPENSION OR TERMINATION BY OWNER FOR CONVENIENCE** - The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or to terminate all or a portion of the Contract for the County's convenience. Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the County orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.
19. **FAILURE OF PERFORMANCE/DELIVERY** - In case of default by the respondent, the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the respondent responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the award and removal of the respondent from the bid list for duration of one (1) year, at the option of the County.
20. **AUDIT** - If requested, respondent shall permit the County or an authorized, independent audit agency to inspect all data and records of respondent relating to its performance and its subcontracts under this contract from the date of the contract through three (3) years after the expiration of contract.
21. **EQUAL EMPLOYMENT OPPORTUNITY; NON DISCRIMINATION** – Respondent will not discriminate against any employee or an applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, familial status or handicap.
22. **NON-COLLUSION** – Respondent certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other respondents. See Florida Statute 838.22.

23. **UNAUTHORIZED ALIENS/PATRIOT'S ACT** – The knowing employment by respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the contract. In the event that the respondent is notified or becomes aware of such default, the respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent's failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the contract. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.

24. **The following documents are to be submitted with the bid packet:**

- A. Drug-Free Workplace Certification Form
- B. Conflict of Interest
- C. Federal E-Verify
- D. No Contact Clause Form
- E. Recycled Content
- F. Indemnification and Hold Harmless
- G. Company Data
- H. List of References
- I. Addendum Acknowledgement
- J. Quote Sheet
- K. Certification Regarding Lobbying

DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED RESPONDENT CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

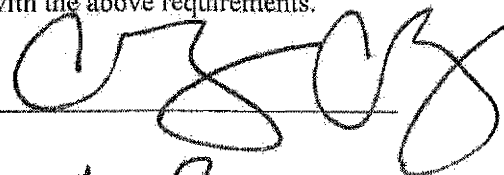
1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE:

5/23/17

SIGNATURE:



COMPANY:

JM Wood Auction Company, Inc.

NAME:

Curtis A. Brown

(Typed or Printed)

ADDRESS:

3475 Ashley Rd
Montgomery, AL
36108

TITLE:

Territory Mgr., Governmental

E-MAIL:

Curt@jmwood.com

PHONE NO.:

334-264-3265

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all respondents, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (a county employee, elected official, or agency is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

YES: _____

NO:  _____

NAME(S)

POSITION(S)

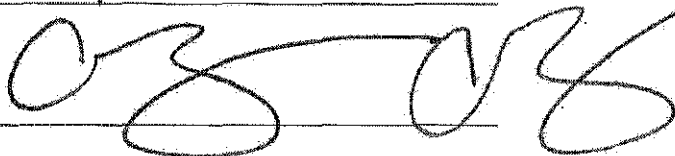
FIRM NAME:

JM Wood Auction Company, Inc.

BY (PRINTED):

Curtis A. Brown

BY (SIGNATURE):



TITLE:

Territory Mgr, Governmental

ADDRESS:

3475 Ashley Rd.
Montgomery, AL 36148

PHONE NO.:

334-264-3265

E-MAIL:

curt@jmwood.com

DATE:

5/23/17

FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

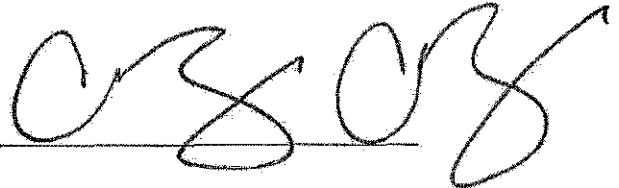
In accordance with Okaloosa County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Respondent hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the respondent during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Securities E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the COUNTY upon request.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE:

5/23/17

SIGNATURE:



COMPANY:

JM Wood Auction Company, Inc.

NAME:

Curtis A. Brown

ADDRESS:

3475 Ashley Rd.
Montgomery, AL
36108

TITLE:

Territory Mgr., Governmental

E-MAIL:

Curt@jmwood.com

PHONE NO.:

334.264.3265

NO CONTACT CLAUSE

The Board of County Commissioners have established a solicitation silence policy (**No Contact Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department.

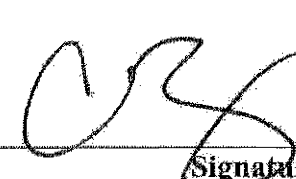
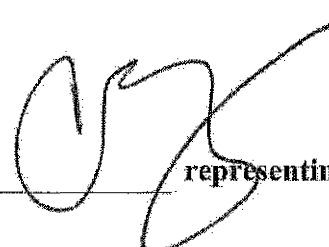
The period commences upon receipt of the procurement proposal, by the County, and terminates upon Board approval to award a contract or reject all bids/responses.

When the solicitation silence period is in effect, no oral or written communication is allowed regarding the solicitation between prospective respondents and members of the Board of County Commissioners, County Administrator, or members of the Board Approved Review Committee. All questions or requests for information regarding the solicitation **MUST** be directed to the designated Purchasing Representative listed in the solicitation.

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Purchasing Manager or an appointed representative. It shall be the Purchasing Manager's decision whether to consider this information in the decision process.

Any violation of this policy shall be grounds to disqualify the respondent from consideration during the selection process.

All respondents must agree to comply with this policy by signing the following statement and including it with their submittal.

I   representing JM Wood Auction Co., Inc.
Signature Company Name

On this 23 day of May 2017 hereby agree to abide by the County's "No Contact Clause" and understand violation of this policy shall result in disqualification of my proposal/submittal.

RECYCLED CONTENT FORM

RECYCLED CONTENT INFORMATION

1. Is the material in the above: Virgin _____ or Recycled _____ (Check the applicable blank)? If recycled, what percentage _____ %.

Product Description: _____

2. Is your product packaged and/or shipped in material containing recycled content?

Yes _____ No _____

Specify: _____

3. Is your product recyclable after it has reached its intended end use?

Yes _____ No _____

Specify: _____

The above is not applicable if there is only a service involved with no product involvement.

Name of Respondent: Curtis A. Brown, Territory Mgr., Governmental, J.M. Wood Auction Co. Inc.

Email: Cart @ jmw.wood.com

*** NOT APPLICABLE / SERVICE ONLY ***

INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, Respondent shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Respondent and other persons employed or utilized by the Respondent in the performance of this Agreement.

JM Wood Auction Co, Inc.

Respondent's Company Name

3475 Ashley Rd.
Montgomery, AL 36108

Physical Address

3475 Ashley Rd.
Montgomery, AL 36108

Mailing Address

334.264.3265

Phone Number

334.451.2508

Cellular Number

5/23/17

Date

Authorized Signature - Maudal

Curtis A. Brown

Authorized Signature - Typed

Territory Mgr., Governmental

Title

334.269.6990

FAX Number

334.451.2508

After-Hours Number(s)

COMPANY DATA

Respondent's Company Name:

JM Wood Auction Co., Inc.

Physical Address & Phone #:

3175 Ashley Road
Montgomery, AL 36148
334.264.3265

Contact Person (Typed-Printed):

Curtis A. Brown, Territory Mgr - Governmental

Phone #:

334.264.3265

Cell #:

334.451.2548

Email:

curt@jmwood.com

Federal ID or SS #:

72-1382644

Respondent's License #:

C24 (JM Wood's Auction License)

Fax #:

334.269.6994

Emergency #'s After Hours,
Weekends & Holidays:

334.313.1263

LIST OF REFERENCES

1. Owner's Name & Address:

Monroe County, Alabama
65 N Alabama Ave., Monroeville, AL 36460

Contact Person:

Probate Judge Greg Norris

Telephone:

(251) 743-4107

Email:

N/A

2. Owner's Name & Address:

Thompson Tractor, Bill Baker, Used Equipment Manager
10120 Hwy 80 East, Montgomery, AL 36117

Contact Person:

Bill Baker

Telephone:

(334) 215 5000

Email:

N/A

3. Owner's Name & Address:

Beard Equipment
2480 East I-65 Service Road N., Mobile,
AL 36617

Contact Person:

Drew Delaney

Telephone:

(800) 848 8563

Email:

N/A

ADDENDUM ACKNOWLEDGEMENT

Acknowledgment is hereby made of the following addenda (identified by number) received since issuance of solicitation:

ADDENDUM NO.

DATE

[illegible]

NOTE: Prior to submitting the response to this solicitation, it is the responsibility of the respondent to confirm if any addenda have been issued. If such addenda have been issued, acknowledge receipt by noting number(s) and date(s) above.

QUOTE SHEET

Quote Number: ITQ 21-17

Quote Description: Vehicle & Heavy Equipment Auction Services

Fixed Percentage (Sellers's Premium) for Vehicles and Heavy Equipment: 5 %

Remarks:

ANTI-COLLUSION STATEMENT: The below signed respondent has not divulged to, discussed, or compared his quote with other respondents, and has not colluded with any other respondent or parties to quote whatever. Note: No premiums, rebates, or gratuities permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from respondent list(s).

JM Wood Auction Company, Inc.

Quoter's Company Name

3475 Ashley Rd.

Montgomery, AL 36108

Address

334-264-3265

Phone Number

72-1382644

Federal ID or SS Number

5/25/17

Date Submitted



Curtis A. Brown

Authorized Signature (printed)

Territory Manager, Governmental

Title

334-269-6994

Fax Number

Curt@jmwwood.com

Email Address

LOBBYING - 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*.)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, JM Wood Auction Company, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.


Signature of Contractor's Authorized Official

Curtis A. Brown
Terminy Mgr, Governmental
Name and Title of Contractor's Authorized Official

5/25/17
Date