

SPA AGREEMENT
AUCTIONEER SERVICES
OF
OFFICE FURNITURE AND EQUIPMENT
Begin Date 11/16/2004 End Date 11/15/2005
Agreement #9733097-PA

Commodity No. 973-100

PURPOSE

The purpose of this eQuote is to establish a one (1) year State Purchasing Agreement (SPA) for the acquisition of Auctioneer Services for Office Furniture and Equipment by all State of Florida agencies and other eligible users.

SCOPE OF WORK

The vendor shall provide Auctioneer Services as defined in these special conditions, on an as-needed basis, to ordering agencies for the purpose of auctioning of office furniture and equipment.

DEFINITIONS

- “Auction” means a public sale of property to the highest bidder by an Auctioneer.
- “Auctioneer” means a person licensed pursuant to Chapter 468.385, Florida Statutes, who holds a valid Florida Auctioneer License.
- “Auction Manager” refers to the ordering agency’s employee assigned to oversee the operations of the auctions.
- “Auctioneer Services” means the business of arranging, managing, sponsoring, advertising, promoting and conducting auctions.
- “Auction Site” means the facility at which the auctions are held.
- “Consignor” means the State entities pursuant to Section 287.042(2)(a), Florida Statutes, political subdivisions (county, local county board of public instruction, municipal or other public agency/authority, State Universities and other authorized institutions pursuant to Section 240.605, Florida Statutes, and non-profit transportation communities pursuant to Chapter 427, Florida Statutes, as well as any other additional government entities as may be approved in the future by the State of Florida Legislature or the Department, that owns Office Furniture and Equipment to be sold at auction.
- “Knock Down” means the point in time during an auction that the Auctioneer verbally declares an item sold.

AGENCY RESPONSIBILITIES

The ordering agency shall notify the Auctioneer, in writing, of the date and time the auction is to be conducted and provide a description of items available for auction.

The ordering agency is responsible for taking physical inventory of the furniture and equipment to be sold at the auction, preparing a master list of furniture and equipment to be auctioned and providing a copy to the Auctioneer.

AUCTIONEER RESPONSIBILITIES

The Auctioneer shall be available, upon reasonable notice from the agency, to travel to the agency to view items to be auctioned, conduct a physical inventory of furniture and equipment to be sold at auction to determine lot numbering, if necessary.

The Auctioneer will pickup the items from the agency's site and take to a suitable location, chosen by the Auctioneer, to conduct the auction. Any expenses incurred by the vendor for the location of the auction site, truck rental, advertising etc., will be deducted from the gross sales. Agencies share of net sales will be as shown on the price sheet and will be shown on the invoice.

The Auctioneer is responsible for tag/mark and number all items to be auctioned (individually or by lots) and prepare a list to be available at the beginning of the preview period which will be the day preceding the sale for a minimum period of 12 AM to 4 PM.

Auctioneer is to have adequate staff to handle registration, cashiering, title service, if necessary. The Auctioneer should have adequate back-up equipment (such as public address system, cashiering equipment, etc.).

The Auctioneer shall write tickets of sales, process payments during and after the auction, and maintain the required records.

The Auctioneer shall provide adequate security, as determined necessary by the agency, to insure that only paid items are removed from the sale site, security for cashiering station, etc.

The Auctioneer shall collect all money in its name and deposit such monies into its bank account

If requested by the User Agency, the Auctioneer must provide an irrevocable letter of credit or performance bond in the amount of \$50,000 to the User Agency no later than ten (10) days prior to the date of any sale.

Auctioneer shall collect all sales tax and remit same to State of Florida.

Auctioneer shall provide a complete listing of all items sold and the selling price of each with the invoice and show deduction of any expenses incurred.

Cleanup of the auction site and disposal of all unclaimed or unsold items.

Item pickup should begin no later than 30 minutes after knock-down of the item (unless it poses a safety hazard to the attendees) and continue on sale day until 5:00 PM or completion of sale, whichever is later. One additional day to be allowed for pick-up on the next day (excluding Sunday) immediately following date of sale.

VENDOR'S INFORMATION

Please include the following information in your response to this eQuote. The information can be as an attachment to the eQuote, or sent to the following address:

Department of Management Services
State Purchasing Office
Attn: Dorothy Stuff
4050 Esplanade Way, Suite 360.1Z
Tallahassee, Florida 32399-0950

- Promotional Advertising: Please provide an overview of your recommendations and typical itemized costs for promotional advertising if handled by your company versus being handled by the agency.
- Please provide references, in particular any governmental agencies.
- Number of days required to prepare for auction after notification.
- A copy of professional license(s) or certification(s) must be submitted with the eQuote.

CONFLICT OF INTEREST

No employees of the Auctioneer or any members of their household, shall be allowed to bid on, or purchase, either directly or indirectly, any furniture or equipment sold at any auction held pursuant to this agreement.

CERTIFICATION

By completing and responding to this eQuote, the Auctioneer is agreeing to all terms and conditions, including the terms of PUR 7722, attached hereto and incorporated by reference.

TECHNICAL DOCUMENTATION & PRICE LIST

All products/services quoted must meet or exceed all requirements of this eQuote. When technical documentation and/or price list is required, its purpose is to demonstrate compliance of the product bid and to allow a technical evaluation of the product and verification of a true savings to the State of Florida Eligible Users.

PURCHASE ORDERS

The Auctioneer shall not provide Auctioneer Services until the requesting agency transmits a purchase order. All purchase orders shall bear the State Purchasing Agreement (SPA) number, shall be placed by the agency directly with the Auctioneer.

CUSTOMER'S PERCENTAGE OF SALES The Auctioneer shall compensate the state agency or eligible user in an amount equal to the Customer's Percentage of Sales quoted by the vendor in response to this eQuote as set forth on the Quote form, multiplied by the Total Net Auction Proceeds, after subtracting the share of documented expenses legitimately attributable to the auction of the customer's goods. The Auctioneer shall furnish payment to the customer and include with payment a record of sales proceeds and expenses within thirty (30) calendar days of the conclusion of any auction. The Auctioneer must include a written explanation of how the customer's share of expenses

was determined. The amount of the Customer's Percentage of Sales shall be subject to audit, and the Auctioneer shall make any and all records supporting the customer's compensation available for inspection, upon written request by the agency.

Any Auctioneer responding to this eQuote should read completely, the State Purchasing Agreement language specified in PUR Form 7722 attached hereto and included as part of this eQuote,. Paragraph 6 and 7 fully explain the criteria for "Invoicing and Payment" and "Transaction Fee".

WARRANTY OF OFFICE FURNITURE AND EQUIPMENT

All office furniture and equipment sold at auction are sold "AS IS, WHERE IS". The agency selling the products does not warrant the condition, merchantability or fitness of use of office furniture and equipment sold at auction. This information shall be made a part of the auction advertisement, posted in sales areas and made available to the general public upon request.

PERFORMANCE STANDARDS

The Auctioneer must warrant that all work performed complies with customary, reasonable, and prudent standards of care in accordance with the industry and must perform the services provided herein in a professional manner. Failure to provide services as specified shall be considered as a default and the agreement terminated.

SAFETY REQUIREMENTS

Auctioneer shall comply with applicable OSHA requirements and enforce safety regulations during performance of the work.

INSURANCE

Promptly after award and before performing any service under the Agreement, the Auctioneer shall provide proof of insurance to the ordering agency. The Auctioneer shall, at its own expense, secure and maintain the insurance coverage required by law. The Auctioneer shall secure and maintain commercial general liability insurance, including errors and omissions coverage, in the amount of \$300,000. The State shall be named as an additional insured in the general liability coverage policy. The policy shall provide for ninety (90) days prior written notice to the Agency of cancellation of any coverage. At the agency's request, the Auctioneer shall provide all relevant certificates and endorsements as proof of such insurance of proof of its ability to self-insure, including renewal or replacement evidence of insurance at least thirty (30) days before the expiration or termination of any insurance.

QUESTIONS

If you have questions regarding how to use the eQuote tool (i.e., how to login, review a quote, submit a response, download an attachment, etc.), please contact the MyFloridaMarketPlace Customer Service Desk at 1-866-352-3776 or at VendorHelp@myfloridamarketplace.com.

If you have questions pertaining to the content of the eQuote itself, please contact the agency contact person listed on the eQuote. The contact person for this eQuote is Peggy Yown, telephone 850-410-2426 or email stuffd@dms.state.fl.us.

PRICE SHEET EQUOTE FORM

FOR CUSTOMER'S PERCENTAGE OF SALES

Auctioneer shall complete this form by entering its quote for the Customer's Percentage of Sales in the space provided below. The amount quoted shall be that percentage of the total sales proceeds from the Auction that the Customer shall receive from the Auctioneer in full compliance with the Agreement, if awarded.

Customer's Percentage of Sales, North	<u>50</u> %
Customer's Percentage of Sales, Western	<u>50</u> %
Customer's Percentage of Sales, Central	<u>50</u> %
Customer's Percentage of Sales, Southern	<u>50</u> %

DISTRICT(S) BIDDING: ___Western, ___Northern, ___Central, ___Southern,
X Statewide

Auctioneer: Wayne Evans Auction Company, Inc.

SPURS Vendor Number: F-58232285-002

Name and Title: Mr. Wayne Evans, President, CEO and Owner

Ordering Instructions

VENDOR: Wayne Evans Auction Company, Inc.

SPURS VENDOR NUMBER: F-582322585-002

eQuote/Agreement Administration

Please identify the person who will be responsible for administering the agreement on your behalf if award is made, and include an emergency contact phone number:

Name: Mr. Wayne Evans

Title: President, CEO and Owner

Street Address: 5344 Kolb Avenue, Columbus, GA 31904 (PO Box 4600)

Email Address: wayne@weaci.com

Phone Number(s): 1-800-282-8460 or 1-706-324-0344

Fax Number: 1-706-324-0354

If the person responsible for answering questions about the agreement is different from the person identified above, please provide the same information for that person.

Name: Mr. Wayne Evans

Title: President, CEO and Owner

Street Address: 5344 Kolb Avenue, Columbus, GA 31904 (PO Box 4600)

Email Address: wayne@weaci.com

Phone Number(s): 1-800-282-8460 or 1-706-324-0344

Fax Number: 1-706-324-0354

Direct Orders

Please provide the following information about where the Customers should direct orders. You must provide a regular mailing address. If equipped to receive purchase orders electronically, you may also provide an Internet address.

Street Address or P.O. Box: PO Box 4600

City, State, Zip: Columbus, GA 31914

Phone Number: 1-706-324-0344

Toll Free Number: 1-800-282-8460

Ordering Fax Number: 1-706-324-0354

Internet Address: www.weaci.com

Federal ID Number: F-582322585-002

Remit Address: PO Box 4600

City, State, Zip: Columbus, GA 31914

Email Address: wayne@weaci.com