



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.9.

3/10/2020

Subject:

Asset Management Use of GovDeals for Online Auctioneering Services of County Owned Surplus Inventory.

Fiscal Impact:

Approval of this contract should result in additional funds to the County via surplus sales revenue.

Dept/Office:

Central Services/Asset Management

Requested Action:

It is requested that the Board of County Commissioners:

1. Approve the piggyback of the Pinellas County Board of County Commissioners Request for Proposal (RFP) No. 156-0227-R RG for use of GovDeals Auction Services to sell County Owned Surplus Inventory;
2. Authorize the Chair to execute the attached contract that has been reviewed and approved by the County Attorney's Office and Risk Management; and
3. Authorize the County Manager, or designee to execute all future contract related documents upon review and approval by the County Attorney's Office and Risk Management.

Summary Explanation and Background:

Currently, Brevard County utilizes Rene Bates Auctioneers for all surplus inventory sales (land excluded). Rene Bates charges the County a fee for this service, 4.5% of each sale. In fiscal year 19, The County sold \$608,433 and paid Rene Bates a fee of \$27,379.

GovDeals charges the buyer a fee of 12.5% of the winning bid, after each auction closes, so there is no negative fiscal impact on Brevard County. This service will subsequently create a greater revenue for the County with the buyer's paying the auction fee, not the County.

Clerk to the Board Instructions:

Upon execution and recording of attached contract please return a copy of the fully executed contract to Purchasing Services.



Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

March 11, 2020

M E M O R A N D U M

TO: Steven Darling, Central Services Director

RE: Item F.9., Asset Management Use of GovDeals for Online Auctioneering Services of County Owned Surplus Inventory

The Board of County Commissioners, in regular session on March 10, 2020, approved the piggyback of the Pinellas County Board of County Commissioners Request for Proposal (RFP) No. 156-0227-R (RG) for use of GovDeals Auction Services to sell County Owned Surplus Inventory; authorized the Chair to execute Contracts that have been reviewed and approved by the County Attorney's Office and Risk Management; and authorized the County Manager, or his designee, to execute all future contract related documents, upon review and approval by the County Attorney's Office and Risk Management.

By copy of this memorandum, a fully-executed Contract was provided to the Asset Management Manager.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe, Deputy Clerk

cc: Asset Management
Purchasing Services
Contracts Administration

AUCTIONEER SERVICES CONTRACT

This is a Contract entered into by and between the **BOARD OF COUNTY COMMISSIONER OF BREVARD COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as COUNTY and GOVDEALS, INC. hereinafter referred to as CONTRACTOR.

WHEREAS, the COUNTY is desirous of obtaining the services of an experience, knowledgeable and qualified company to on-line auctioneer services in accordance with all applicable federal, state, and local laws, rules and regulations, and

WHEREAS, the pursuant to a competitive bidding and selection process by the Pinellas County Board of County Commissioners for Proposal RFP No. 156-0227-R (RG), Pinellas County recently entered into a contract for on-line auctioneer services, which is attached hereto and incorporated herein as "Exhibit A" (Pinellas Contract); and

WHEREAS, the COUNTY desires to receive on-line auctioneer services from GovDeals, Inc.; and

WHEREAS, the provision of such services shall mutually benefit the parties hereto and the residents of Brevard County, Florida.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, the COUNTY and CONTRACTOR hereby agree as follows:

Section 1. Description of Services and Payment.

The Contract between Pinellas County and GovDeals, Inc., entered into on September 27, 2016, including any attachments, exhibits, amendments or renewals to the same, is attached hereto and incorporated by referenced as "Exhibit A." The COUNTY shall pay the CONTRACTOR pursuant to the terms of Paragraph 5 of the Pinellas Contract.

Section 2. Mutually Agreed Upon Amendments.

The COUNTY and CONTRACTOR mutually agree to adopt the definitions, terms and conditions of "Exhibit A" and further amend the following definitions, terms, and conditions of "Exhibit A" as follows:

- A. All references to the "Pinellas County Board of County Commissioners" or "Pinellas County" found within "Exhibit A" shall for the purposes of this Contract be replaced with the words "Board of County Commissioners of Brevard County, Florida" or "COUNTY."
- B. The term of this Contract shall be from the effective date until September 27, 2021, unless terminated beforehand as provided for in this Contract. The Pinellas Contract does not provide for any renewals. The term of this Contract shall not extend beyond the term of the Pinellas Contract.

- C. The insurance certificates required in Paragraph 13 of the Pinellas Contract shall be provided to the COUNTY by certified mail to: Brevard County Purchasing Department, 2725 Judge Fran Jamieson Way, Building C, Suite C303, Viera, Florida 32940.

Section 3. Employment Eligibility Verification (E-Verify).

A. The CONTRACTOR:

- (1) shall utilize the United States Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the contract; and
- (2) shall expressly require any subcontractors performing work or providing services pursuant to this Contract to likewise utilize the United States Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract; and
- (3) agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County consistent with the terms of the Contractor's enrollment in the program. This includes maintaining a copy of proof of the Contractor's and subcontractors' enrollment in the E-Verify Program.

- B. Compliance with the terms of this section is made an express condition of this Contract and the COUNTY may treat a failure to comply as a material breach of this Contract.
- C. A contractor who registers with and participates in the E-Verify program may not be barred or penalized under this section if, as a result of receiving inaccurate verification information from the E-verify program, the contractor hires or employs a person who is not eligible for employment.
- D. Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

Section 4. Public Records.

- A. The COUNTY or any of its duly authorized representatives reserves the right to audit the records of the CONTRACTOR related to this Contract at any time during the prosecution of the work included herein and for a period of five (5) years after final payment is made.

- B. Both parties understand that Brevard County is subject to the Florida Public Records Law, Chapter 119, Florida Statutes. "Public Records" are defined "all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency." Fla. Stat. 119.011(12).
- C. Pursuant to Florida Statute Chapter 119, generally, and 119.0701 specifically, if records created by the COUNTY or the CONTRACTOR related to the performance of the services under this Contract do not fall under a specific exemption under Florida or federal law, the records - whether created or maintained by the CONTRACTOR or the COUNTY- must be provided to anyone making a public records request. It will be the CONTRACTOR'S duty to identify any information in records created by the CONTRACTOR which it deems is exempt under Florida or federal law and identify the statute number which requires the information be held exempt.
- D. A request to inspect or copy public records relating to this Contract must be made directly to the COUNTY. If the COUNTY does not possess the requested records, the COUNTY shall immediately notify the CONTRACTOR of the request, and the CONTRACTOR must provide the 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 pursuant to Florida Statute Chapter 119 and Brevard County Board Policy. Should any person or entity make a public records request of the COUNTY which requires or would require the COUNTY to allow inspection or provide copies of records which the CONTRACTOR maintains are exempt under the Public Records Law or otherwise confidential, it shall be the CONTRACTOR'S obligation to provide the County within a reasonable time of notification by the COUNTY to the CONTRACTOR of the records request, of the specific exemption or confidentiality provision to allow the County to comply with the requirements of Florida Statute 119.07(1)(e) and (f). Should the County face any kind of legal action to require or enforce inspection or production of any records provided by the CONTRACTOR to the County which the CONTRACTOR maintains are exempt or confidential from such inspection/production as a public record, the CONTRACTOR shall hire and compensate attorney(s) who shall represent the interests of the County as well as the CONTRACTOR in defending such action. The CONTRACTOR shall also pay any costs to defend such action and shall pay any costs and attorney's fees which may be awarded pursuant to Fla. Stat. 119.12.
- E. Should the CONTRACTOR fail to provide the public records to the COUNTY within a reasonable time, the CONTRACTOR is subject to penalties under s. 119.10.
- F. The CONTRACTOR shall ensure that all 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 Contract term and following completion of the Contract if the CONTRACTOR does not transfer the records to the COUNTY.

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (321) 617-7390, Siphikelelo.Chinyanganya@brevardfl.gov:

Brandon Orofino
Central Services Department Records Custodian
2725 Judge Fran Jamieson Way
Building C, Suite C303 Viera, Florida 32940.

Section 5. Notices.

- A. All notices required or permitted under this Contract shall be in writing and shall be deemed sufficiently served if sent in a manner requiring a signed receipt of delivery, such as Federal Express, courier delivery, or if mailed, Registered or Certified mail, return receipt requested, in any case addressed as follows:

- (1) To the COUNTY at the following address:

Purchasing Department, Director
2725 Judge Fran Jamieson Way
Building C, Suite 303
Viera, Florida 32940

- (2) To CONTRACTOR at the following address:

Steve Kranzusch, Vice President and General Manager
100 Capitol Commerce Blvd.

Suite 110

Montgomery, AL 36117

- B. Either party may at any time designate a different address by giving written notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

Section 6. Negotiated Contract.

This Contract reflects the negotiation and agreement of the parties. Nothing contained herein shall be interpreted, by implication or otherwise, as inuring to the benefit or the disadvantage of one party in the absence of such mutual negotiation and agreement.

Section 7. Venue

Venue for any legal action by any party to this Contract to interpret, construe or enforce this Contract shall be in a court of competent jurisdiction in and for Brevard County, Florida and any trial shall be non-jury.

Section 8. Scrutinized Companies

- A. CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the COUNTY may immediately terminate this CONTRACT at its sole option if the CONTRACTOR or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Contract.
- B. If this Contract is for more than one million dollars, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the COUNTY may immediately terminate this Contract at its sole option if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of this Contract.
- C. The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Contract.

- D. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

Section 9. Equal Opportunity Employment.

During the performance of this Contract, the CONTRACTOR agrees as follows:

- A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, or age. The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, nation origin, sex, or age. Such action shall include, but not be limited to employment, upgrading, demotion or transfer; recruitment or recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- B. The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, national origin, sex or age.

Section 10. Assignment.

The COUNTY and the CONTRACTOR each bind itself and its successors, legal representatives, and assigns to the other party to this Contract, and to the partners, successors, legal representatives, and assigns of such other party, and in respect to all covenants of this Contract; and neither the COUNTY nor the CONTRACTOR shall assign nor transfer their interest in this Contract without the prior written consent of the other party.

Section 11. Claims for Services.

No claim for services rendered by CONTRACTOR not specifically provided for in this Contract will be honored by the COUNTY.

Section 12. Severability.

If any of the provisions contained in this Contract are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Section 13. Public Entity Crimes.

The CONTRACTOR hereby warrants and represents that the execution of this Contract by CONTRACTOR will not violate any provision in Section 287.131 through 287.133, Florida Statutes, pertaining to public entity crimes.

Section 14. Contract Documents Contain All Terms.

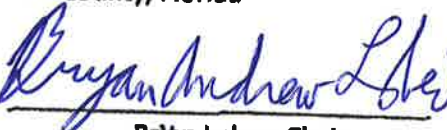
This Contract and all documents incorporated by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

In Witness Whereof, the parties hereunto have caused this Contract to be executed by its duly authorized representatives, effective as of the last date below.

ATTEST:


Scott Ellis, Clerk


Board of County Commissioners of
Brevard County, Florida

By: 
Brian Lober, Chair

Date signed March 10, 2020

As Approved by the Board on 3/10/2020

Reviewed for legal form and content:


Christine Valliere
Assistant County Attorney

GovDeals, Inc.

By: 
Signature

By: Steve Kranzusch, Vice President and General Manager
Printed name and title

Date: 2/27/2020

SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is made as of this 27 day of September 2016 ("Effective Date"), by and between Pinellas County, a political subdivision of the State of Florida ("County"), and GovDeals, Inc., Montgomery, Alabama ("Contractor") (individually, "Party," collectively, "Parties").

WITNESSETH:

WHEREAS, the County requested proposals pursuant to RFP No. 156-0227-R (RG) ("RFP") for Online Auction Services of Miscellaneous Surplus (CO-OP); and

WHEREAS, based upon the County's assessment of Contractor's proposal, the County selected the Contractor to provide the Services as defined herein; and

WHEREAS, Contractor represents that it has the experience and expertise to perform the Services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, agreements, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. Definitions.

A. "Agreement" means this Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.

B. "County Confidential Information" means any County information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article I of the Florida Constitution, or other applicable law, and any other information designated in writing by the County as County Confidential Information.

C. "Contractor Confidential Information" means any Contractor information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure by the County in breach of the Agreement; (ii) becomes available to the County on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (iii) is known by the County prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (iv) is developed by the County independently of any disclosures made by Contractor.

D. "Contractor Personnel" means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.

E. "Services" means the work, duties and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in Exhibit A ("Statement of Work") attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

2. Conditions Precedent. This Agreement, and the Parties' rights and obligations herein, are contingent upon and subject to the Contractor securing and/or providing the performance security, if required in Section 3, and the insurance coverage(s) required in Section 13, within ten (10) days of the Effective Date. No Services shall be performed by the Contractor and the County shall not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by the County, in the event the Contractor fails to satisfy the conditions

precedent within the time required herein, the Agreement shall be deemed not to have been entered into and shall be null and void.

3. Services.

A. Services. The County retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the County, and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.

B. Services Requiring Prior Approval. Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from Contract Administrator or designee.

C. Additional Services. From the Effective Date and for the duration of the project, the County may elect to have Contractor perform Services that are not specifically described in the Statement of Work attached hereto but are related to the Services ("Additional Services"), in which event Contractor shall perform such Additional Services for the compensation specified in the Statement of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.

D. De-scoping of Services. The County reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the County. Upon issuance and receipt of the notification, the Contractor and the County shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.

E. Independent Contractor Status and Compliance with the Immigration Reform and Control Act. Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.

F. Non-Exclusive Services. This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the County reserves the right to contract for another provider for similar services as it determines necessary in its sole discretion.

G. Project Monitoring. During the term of the Agreement, Contractor shall cooperate with the County, either directly or through its representatives, in monitoring Contractor's progress and performance of this Agreement.

4. Term of Agreement.

A. Initial Term. The term of this Agreement shall commence on the Effective Date and shall remain in full force and effect for sixty (60) months, or until termination of the Agreement, whichever occurs first.

B. Term Extension.

The term of this Agreement may not be extended. All Services shall be completed by the expiration of the initial term as defined in 4.A.

5. Compensation and Method of Payment.

A. Basis of Compensation. As Contractor's compensation for Services completed in accordance with this Agreement, Contractor may retain from the Sale Price for each sale conducted the applicable Contractor's Fee Structure, as set out in Exhibit C attached hereto and incorporated herein by reference. No other amounts may be retained, and the entire remaining balance of each Sale Price shall be paid to the County. It is acknowledged and agreed by Contractor that this compensation constitutes a limitation upon County's obligation to compensate Contractor for such Services required by this Agreement, but does not constitute a limitation upon Contractor's obligation to perform all of the Services required by this Agreement.

B. Method of Payment. Within ten (10) days of any auction, Contractor shall submit an electronic accounting report, as more fully described in Exhibit A, which submittals shall be subject to County's review and approval in accordance with the Dispute Resolution process set out in Exhibit D. No later than 45 days from approval by the County of the electronic accounting report, Contractor shall pay the total of all Net Sale Proceeds, by sending payment to County's Finance Department, at the address indicated in Exhibit D, attached hereto and incorporated herein by reference. All payments shall be in accordance with the applicable requirements of Section 218.70 et seq., Florida Statutes, "The Local Government Prompt Payment Act," as well as the County's Invoice Payments Dispute Resolution Process established in accordance with Section 218.76, Florida

C. Amounts Owed by the Contractor. The County shall invoice Contractor for any Amounts Owed to County, and Contractor shall pay according to the terms stated on the invoice.

D. Travel Expenses. The Services Fee includes all travel, lodging and per diem expenses incurred by Contractor in performing the Services.

E. Taxes. Contractor acknowledges that the County is not subject to any state or federal sales, use, transportation and certain excise taxes.

6. Personnel.

A. Qualified Personnel. Contractor agrees that each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement.

B. Approval and Replacement of Personnel. The County shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the County provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The County, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The County will notify Contractor in writing in the event the County requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the County and shall promptly replace such person with another person, acceptable to the County, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of Section 7. A.1. shall apply if minimum required staffing is not maintained.

7. Termination.

A. Contractor Default Provisions and Remedies of County.

1. **Events of Default.** Any of the following shall constitute a "Contractor Event of Default" hereunder: (i) Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement; (ii) Contractor breaches Section 9 (Confidential Information); (iii) Contractor fails to gain acceptance of a deliverable per Section 15, if applicable, for two (2) consecutive iterations; or (iv) Contractor fails to perform or observe any of the other material provisions of this Agreement.

2. **Cure Provisions.** Upon the occurrence of a Contractor Event of Default as set out above, the County shall provide written notice of such Contractor Event of Default to Contractor ("Notice to Cure"), and Contractor shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.

3. **Termination for Cause by the County.** In the event that Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Section 7.A.1.(iii), the County may terminate this Agreement in whole or in part, effective upon receipt by

Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the County.

B. County Default Provisions and Remedies of Contractor.

1. Events of Default. Any of the following shall constitute a "County Event of Default" hereunder: (i) the County fails to make timely undisputed payments as described in this Agreement; (ii) the County breaches Section 9 (Confidential Information); or (iii) the County fails to perform any of the other material provisions of this Agreement.

2. Cure Provisions. Upon the occurrence of a County Event of Default as set out above, Contractor shall provide written notice of such County Event of Default to the County ("Notice to Cure"), and the County shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the County Event of Default described in the written notice.

3. Termination for Cause by Contractor. In the event the County fails to cure a County Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the County of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the Contractor.

C. Termination for Convenience. Notwithstanding any other provision herein, the County may terminate this Agreement, without cause, by giving thirty (30) days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.

8. Time is of the Essence. Time is of the essence with respect to all provisions of this Agreement that specify a time for performance, including the Services as described in Exhibits attached hereto; provided, however, that the foregoing shall not be construed to limit a Party's cure period allowed in the Agreement.

9. Confidential Information and Public Records.

A. County Confidential Information. Contractor shall not disclose to any third party County Confidential Information that Contractor, through its Contractor Personnel, has access to or has received from the County pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the County Contract Manager. All such County Confidential Information will be held in trust and confidence from the date of disclosure by the County, and discussions involving such County Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.

B. Contractor Confidential Information. All Contractor Confidential Information received by the County from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the County's staff and the County's subcontractors who require such information in the performance of this Agreement. The County acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the County, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges that the County is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and that any of the County's obligations under this Section may be superseded by its obligations under any requirements of said laws.

C. Public Records. Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public

records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

If the contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Pinellas County Board of County Commissioners, Purchasing Department, Operations Manager custodian of public records at 727-464-3311, purchase@pinellascounty.org, Pinellas County Government, Purchasing Department, Operations Manager, 400 S. Ft. Harrison Ave, 6th Floor, Clearwater, FL 33756.

10. Audit. Contractor shall retain all records relating to this Agreement for a period of at least three (3) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to examine and/or audit such records.

11. Compliance with Laws.

The laws of the State of Florida apply to any purchase made under this Request for Proposal. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA as applicable to this contract.

12. Public Entities Crimes. Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, and represents to County that Contractor is qualified to transact business with public entities in Florida.

13. Liability and Insurance.

- A. Insurance.** Contractor shall comply with the insurance requirements set out in Exhibit B, attached hereto and incorporated herein by reference.
- B. Indemnification.** Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the County.
- C. Liability.** Neither the County nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.
- D. Contractor's Taxes.** The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

14. County's Funding. The Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No

liability shall be incurred by the County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the County.

15. Acceptance of Services. For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, through the Contract Administrator or designee, will have ten (10) calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to Contractor. If a deliverable is rejected, the written notice from the County will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have seven (7) calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the County, who will then have seven (7) calendar days to review and approve, or reject the deliverable(s); provided however, that Contractor shall not be responsible for any delays in the overall project schedule that result from the County's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the County will accept the deliverable(s) in writing.

16. Subcontracting/Assignment.

A. Subcontracting. Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the County, without the prior written consent of the County, which shall be determined by the County in its sole discretion.

B. Assignment. This Agreement, and any rights or obligations hereunder, shall not be assigned, transferred or delegated to any other person or entity. Any purported assignment in violation of this section shall be null and void.

17. Survival. The following provisions shall survive the expiration or termination of the Term of this Agreement: 7, 9, 10, 13, 20, 23 and any others which by their nature would survive termination.

18. Notices. All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (iii) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

For County:

Attn: Andrew Pupke, Director

Real Estate Management Department

509 East Avenue

Clearwater, FL 33756

Phone: (727) 464-3237

For Contractor:

Attn: Roger Gravley, President

100 Capitol Commerce Boulevard., Suite 110

Montgomery, AL 36117

Phone: (800) 613-0156, x 4460

Fax: (334) 387-0519

with a copy to:
Purchasing Director
Pinellas County Purchasing Department
400 South Fort Harrison Avenue
Clearwater, FL 33756

19. Conflict of Interest.

A. The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions.

B. The Contractor shall promptly notify the County in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contract may identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

20. Right to Ownership. All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement, to the extent that such work, products, documentation, materials or information are described in or required by the Services (collectively, the "Work Product") shall be County's property when completed and accepted, if acceptance is required in this Agreement, and the County has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the County may be used by the County without obligation of notice or accounting to the Contractor. Any data, information or other materials furnished by the County for use by Contractor under this Agreement shall remain the sole property of the County.

21. Amendment. This Agreement may be amended by mutual written agreement of the Parties hereto.

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

23. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Pinellas County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. Each Party waives any right it may have to assert the doctrine of *forum non conveniens* or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

24. Waiver. No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.

25. Due Authority. Each Party to this Agreement represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) each person executing this Agreement on behalf of the Party is authorized to do so; (iii) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

26. No Third Party Beneficiary. The Parties hereto acknowledge and agree that there are no third party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third party beneficiaries hereto.

27. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written.

PINELLAS COUNTY, FLORIDA
by and through its Board of County
Commissioners

CONTRACTOR
GovDeals, Inc

By: 

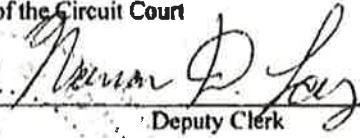
By: 

Name: Roger Gravley

Title: President

ATTEST

Ken Burke,
Clerk of the Circuit Court

By: 
Deputy Clerk



APPROVED AS TO FORM

By: 
Office of the County Attorney

EXHIBIT A: STATEMENT OF WORK

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Statement of Work

The following Statement of Work enumerates and defines the manner on which the proposed services will be provided to the County to include each task, deliverable, roles and responsibilities before, during, and after the auction.

Minimum Requirements

1. Proposers shall have the applicable experience performing online auction services, specifically with municipal and governmental agencies.

Yes, GovDeals meets this requirement. Since 2001, more than 8,700 municipal and other government agencies throughout the United States and Canada have utilized GovDeals' online surplus auction platform to liquidate publicly owned assets of all types. Our clients include 287 government agencies in the State of Florida, and these entities have successfully auctioned over 79,000 assets (including 15,300+ vehicles and 2,600+ pieces of heavy equipment) for sales revenue topping \$93 million.

We are proud that Pinellas County was one of GovDeals' earliest adopters and is one of our most longstanding clients. The County has liquidated nearly 3,000 surplus assets for sales of \$2.3 million since joining GovDeals in 2001. Additionally, many of the County's potential participating agencies have experienced a wealth of success through utilization of the GovDeals platform via Pinellas County's cooperative contract. These clients include Miami-Dade County (\$1.6 million since January 2015); City of Jacksonville (\$3.8 million since June 2013); Pasco County Schools (\$624,000 since February 2010); Tampa Bay Water (\$341,000 since June 2003); City of Dunedin (\$84,000 since April 2005); and many others. From June 2015 through mid-April 2016, Pinellas County and its participating agencies have sold over \$4.5 million on GovDeals' surplus auction platform.

2. Proposals shall describe the proposed advertising strategy to increase participant agency's revenues.

A major part of GovDeals' service and ultimate success is the promotion of assets through advertising and marketing. The participating agencies will not be charged a fee for any marketing efforts provided by GovDeals; last year, GovDeals placed more than 21,000 online and print ads for our clients' assets at no additional charge.

Our time-tested and proven approach to marketing government surplus goods for online auction is unparalleled. We know from research and experience how to develop and implement customized marketing plans for our government clients, and our 7 person Marketing Department has the expertise to create effective ads, press releases, mailings, etc., and utilize the right combination of these in order to consistently bring a steady stream of targeted website traffic to our government clients' surplus assets.

As marketing plans are developed, your GovDeals CSR and Marketing Department will communicate regularly with the selling agencies' representatives to ensure each client's team is always involved in decision making, such as approving ads and press releases. Following is a summary of our most-utilized marketing strategies.

Niche Marketing: All vehicles, heavy equipment, unique, and high-value assets that the participating agencies wish to sell on the GovDeals auction website will be advertised or listed on niche websites that will expose the assets to targeted buyers.

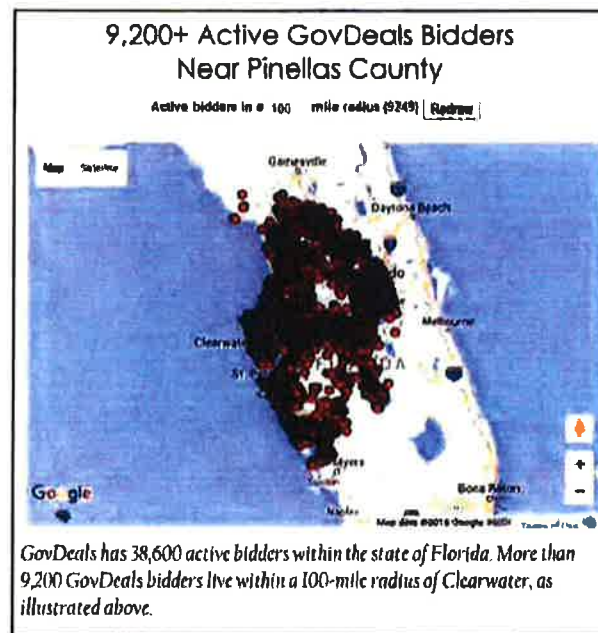
- Heavy trucks and heavy equipment are advertised in *Rock and Dirt* and *Contractor's Hotline*.
- Cars, trucks, and vans are advertised at www.CarDaddy.com.
- Buses are advertised at www.BusesOnline.com and www.BusNut.com.
- Medical and laboratory items are promoted at www.LabX.com and www.EquipMatching.com.

Custom Marketing Plans: When a participating agency has specialty assets to auction, GovDeals' Marketing Department will develop custom promotion and advertising strategies designed to bring the highest dollar amount possible for each asset. Such assets may include, but are not limited to, helicopters and aircraft; classic/custom cars; specialty equipment; firearms and accessories; jewelry and collectibles; real estate properties; machinery and industrial equipment; and cost avoidance/demolition projects. Various types of assets considered unique, high-value, or specialty may be considered for custom marketing campaigns involving identification of target audiences and specialized media.

News Coverage: GovDeals periodically receives national broadcast, online, and print media coverage. This not only results in promotion for specific assets, but also drives bidder sign-up. For example, a report by MSN Money resulted in a 250% increase in daily registrations.

Email Marketing to Targeted Bidders: GovDeals has bidders in all 50 U.S. states and 68 foreign countries, for a total of more than 525,000 registered and verified bidders. We have over 38,500 bidders in the State of Florida, including 9,000 active bidders within a 100-mile radius of Clearwater, as shown on the map at right. To harness the strength of this extensive bidder base for asset marketing, email blasts are sent to previous bidders of relevant categories. This has repeatedly proven one of our most successful strategies.

Local Marketing: As mentioned above, GovDeals already has a large and active bidder base in your region. In order to further make local residents aware of the participating agencies' auctions, GovDeals' Marketing Department will implement strategies to inform the public of the agencies' GovDeals sales, including assisting with preparing press releases and placing ads as needed. Strategic marketing efforts, such as outdoor and TV ads, may be utilized as needed. GovDeals can also provide outdoor banners for high-traffic areas, as well as flyers for bulletin boards and to pass out to local businesses and residents.



3. The successful proposer shall be required to maintain and support the proposed solution, which shall include inventory control and all aspects of asset disposal pertaining to the on-line auction process, at no additional cost to the participant agency.

Yes, GovDeals meets this requirement. Our platform's self-service functionality allows participant agencies to have complete control over their auctions, including accessing real-time reports and interacting with bidders through our built-in Question and Answer feature. GovDeals will provide dedicated service to the Member to help list assets when a backlog is encountered, as well as direct access to technical support and strategy guidelines.

With IT industry best practices in place, the GovDeals' 10 person IT team ensures the website and auction system are extremely reliable. The GovDeals system and website exist in a fully redundant environment. The site is load balanced across multiple servers and is a true four tier architecture. The infrastructure is hosted on the state-of-the-art Microsoft Azure platform, ensuring all data is replicated 3 times and there are no single points of failure in the underlying infrastructure.

Multiple security procedures are in place to provide data security and website reliability for GovDeals' clients. All traffic is encrypted via verified certificate authority (CA) certificate providing HTTPS tunnels and guarding all customer data in transmission. In addition, all passwords and sensitive data are stored in a well-guarded facility that is staffed 24 hours a day, 7 days a week, providing access to the datacenter only on a need-to-know basis. Access to the datacenter requires biometric PIN and government-issued identification and is only granted to approved individuals.

GovDeals will provide all security systems, antivirus, and firewalls capable of preventing the hacking of any auction information from the servers, and capable of preventing any bidder from learning the identity of another bidder. GovDeals employs many systems to ensure that its operations are secure from hacking or other disruption.

Since GovDeals' inception in 1999, our website has been up and running 99.99% of the time. As with all software and hardware, maintenance downtime is periodically required to upgrade existing software with new versions and to load new enhancements to the production environment. Also, periodically new hardware is added to enhance the system and stay current with technology. Scheduled maintenance is usually performed on Thursday or Saturday mornings, when traffic to the website is minimal, which is generally around 5 a.m. Central Time. Maintenance is typically completed within one hour.

If a bidder was to log on to the website during the brief maintenance window, a message would appear explaining that the system is temporarily down for maintenance. All maintenance and upgrades to the GovDeals hardware and software provided over the term of the contract will be made at no additional cost to the participating agency.

In the rare event a website outage occurs that is not scheduled, the GovDeals system has the ability to extend auctions for a given period agreed upon by the selling agency, or to withdraw the assets from auction and repost them if the agency so desires. In either case, automatic system notifications will be emailed to any bidders/watchers of the asset auctions, letting them know the change in auction schedule.

GovDeals' Client Services Representatives (CSRs) are also directly involved in ensuring their clients' auctions are restored and procedure is followed through by the GovDeals system. The dedicated CSR will work directly with each participating agency as soon as feasibly possible to resolve any issue that may arise from system downtime. It is worth noting that throughout GovDeals' 13 year history, none of our clients have lost any money due to system downtime.

In addition, GovDeals' Bidder Services Help Desk receives all bidder calls, including regarding system availability or technical issues. If the influx of bidder calls causes the Bidder Services Help Desk phone lines to be busy, calls are automatically redirected to our Client Services Help Desk, which is trained to support bidders in these cases, as well. Therefore, in no instance should bidders be required to contact participating agencies due to website disruptions, should such an event occur.

4. The successful proposer shall be required to work closely with the participant agency's representative to coordinate payment and pick-up of assets purchased.

Yes, GovDeals meets this requirement. Your GovDeals CSR will communicate directly with the agency's representative to promote system and procedural best practices to facilitate smooth payment and pick up of assets purchased. The participant agency will have 24/7 access to contact GovDeals account representatives.

5. The successful proposer shall designate a coordinator or representative to be the point of contact regarding any scheduling, planning, site review, or to identify any special requirements during the term of the contract. The participant agency reserves the right to request a replacement of designated representative if it finds that the individual is not responsive.

Yes, GovDeals meets this requirement. GovDeals will assign a representative to oversee the County's contract. This POC will be available by phone, email, and in person visits when needed to discuss opportunities for program growth or adaptation, site review, and special projects.

6. The solution proposed shall at a minimum provide the following:

- a. Accept descriptive information concerning an asset including unlimited photos

Yes, GovDeals meets this requirement. The participant agency may upload unlimited photos and other documents, as well as one video, to each auction listing.

As shown in the example at right, an auction listing may have 5 attachments shown at the top of the page, and the remaining photos or other documents are provided near the bottom of the auction page.

GovDeals
AUCTION SERVICE & MARKETPLACE

2010 Freightliner M2 106

Year: 2010, Make/Model: Freightliner M2 106, VIN: 1FVHJ191121F125800, Title Number: 1A, Condition: See Description, Category: Trucks, Primary ID: 1119

5 of 5

Seller Information
Seller Name: [Redacted], Asset Location: [Redacted], Asset ID: [Redacted]

Q Inspection
[Redacted]

Payment
[Redacted]

Removal
[Redacted]

Media
[Grid of 5 images]

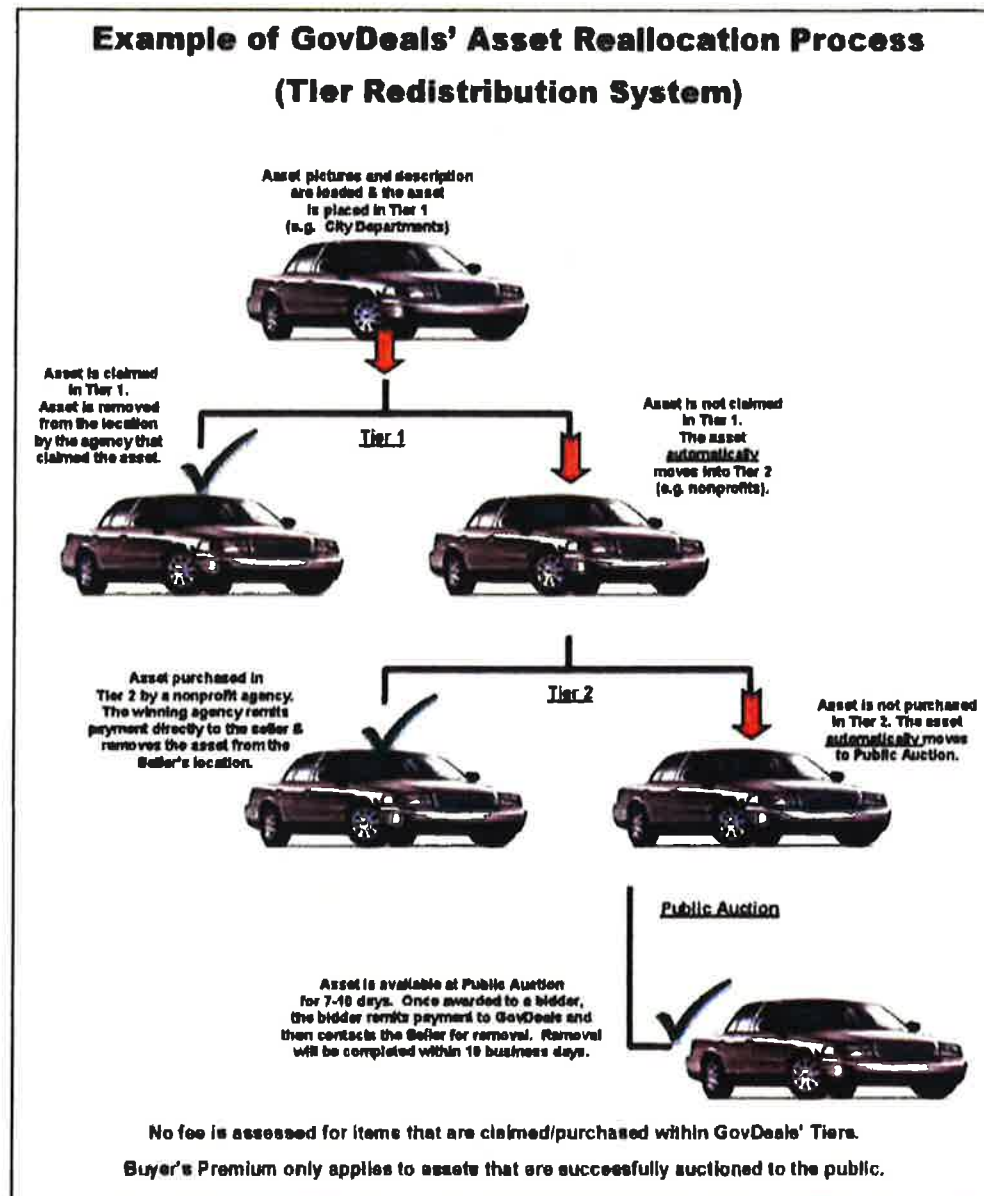
Special Instructions
[Redacted]

Questions and Answers
[Redacted]

GovDeals, AssetCheck, Liquidity, and other logos are visible at the bottom.

- b. Allow different auction phases based upon dates and times
- Yes, GovDeals meets this requirement. Our patented Tier Redistribution System enables the participant agency to first make an asset available to, for example, internal departments. If the asset is not sold or claimed in the first Tier, the listing may be set up to automatically move into the second phase at a designated date or time. Examples of a second phase could be school systems and other government agencies, nonprofits, or regular public auction. Additional tiers/phases may be set up according to the participant agency's needs.

There are no fees to the participant agency or bidders for assets claimed within the Tier Redistribution System. An illustration of this automated reallocation system is provided below.



- c. **Allow the participant agency to set minimum starting prices, bid increments, and reserves**
Yes, GovDeals meets this requirement. The participating agency will have complete control over setting minimum starting prices, bid increments, and reserve prices. If desired, GovDeals' CSR will advise the agency based on past successes with similar government owned assets.
- d. **Have multiple line items per lot (i.e. computers)**
Yes, GovDeals meets this requirement.
- e. **Have one asset per listing (i.e. refrigerator)**
Yes, GovDeals meets this requirement.
- f. **Ability to have multiple lots per auction (150 line items-equipment)**
Yes, GovDeals meets this requirement.
- g. **Add sales tax (currently at 7%) to the winning bids**
Yes, GovDeals meets this requirement. Sales tax amounts are shown on many of GovDeals' system reports, including the monthly invoicing report and the ad hoc Sold Assets Report, as well as Bill of Sale and Buyer's/Seller's Certificates.
- h. **List specific times for public viewing and different times for pickup of the equipment**
Yes, GovDeals meets this requirement. Each auction listing will contain an Inspection section, as well as a Removal section. All specific times and details for these events should be listed in the respective fields.
- i. **List multiple locations and complete descriptions including terms of sale**
Yes, GovDeals meets this requirement. Multiple locations can be set up in the participant agency's account, enabling specific location and POC information to be designated on a case by case basis. Descriptions and terms of sale may be edited for each auction as desired. Multiple templates may be set up by your CSR for specific needs to reduce time spent customizing each listing.
- j. **Have multiple starting and ending times**
Yes, GovDeals meets this requirement. Each asset listing may have its own starting and ending times.
- k. **Provide real-time monitoring of the auctions in progress**
Yes, GovDeals meets this requirement. The participant agencies will have 24/7 access to an array of live reporting features to enable auction monitoring in real time.
- l. **Provide auction detail and summary data; including detailed reporting and records in electronic format**
Yes, GovDeals meets this requirement. Pinellas County and participating agencies will have 24/7 access to an array of real time reporting features, as well as the ability to view a detailed bid history of all of their auctions at any time during the auction or after its close. GovDeals' interactive, electronic reports are accurate and detailed, giving the participating agencies the ability to track all assets from the time they are loaded into the GovDeals system until they are sold and proceeds are collected.

Each GovDeals report can be viewed online, printed, sorted by date or other field, and exported to Microsoft Excel. Many reports can be customized for unique needs the participating agency may have. Whether a participating agency is later under contract with GovDeals or not, the agency will continue to have perpetual access to all of its GovDeals reports.

GovDeals

Sold Assets Report

Our clients' most-utilized tool, the Sold Assets Report provides a summary of all assets sold within the selected date range. This ad hoc report can be exported to Microsoft Excel with a single click.

As many as 42 data fields may be populated on this ad hoc report, including:

- Asset number
- Description
- Category
- Starting price
- Final sales price
- Number of bids received
- Auction end time and date
- Buyer name & other details
- Sales tax amount
- VIN
- Selling department

Also, this report displays the total sales amount for the period selected.

[illegible]

Asset Status Report

The Status Report provides the ability to quickly display the status of all items that have been loaded into the participating agency's account but have not yet been auctioned, and it can also produce a report of all items that have been sold, those that are on hold, and those that did not meet reserve, etc. The items on this report include all information about the auctions, including a "reason" field for withdrawn or credited auctions.

Asset Statuses

Withdrawn from Auction - Complete

Continue

Cancel No Bids

Inactive

Ready for Auction

Request for Credit - Complete

Continue


Ready for Auction

ID #	Inv ID #	# Bids	Description	Auction Date	Start Date	Status	Reserve Price	# Bids	High Bid	Auction Extension	Reason	
4680	8514	17	1603 International 4000	3/2/16 11:09 AM	2/24/16 2:00 PM	Sold on Auction Tonsale	\$0.00	\$0.00	52 \$3,040.00	X	Incorrect VIN	
4701		2	Mobile Ladders	3/7/16 4:02 PM	3/3/16 2:37 PM	Withdrawn from Auction - Complete	\$5.00	\$0.00	23 \$455.00	X	Back into service	
4732		14	Office Furniture	4/4/16 12:39 PM	4/1/16 11:15 AM	4/4/16 12:39 PM	\$20.00	\$5.00	\$0.00	1 \$20.00	X	May be change of description


Bill of Sale

The Bill of Sale will be automatically populated with the participating agency's seller information (including logo/seal if desired); the winning bidder's name; all of the information regarding the asset sold, such as VIN/serial numbers, make/model, etc., of the item being sold; the sale price; and the date sold. The Bill of Sale can be emailed to the winning bidder or printed and given to the bidder when he/she arrives to pick up the item won.

The Bill of Sale contains a disclaimer: "Asset is sold as is, where is, and without warranty. Once an asset is removed from the seller's premises, there is no refund of monies previously paid." All of GovDeals' clients are encouraged to obtain a signed Bill of Sale for every item picked up in order to retain a document the buyer has signed agreeing that no money will be refunded. The signed copy of the Bill of Sale may then be uploaded to the closed auction page for recordkeeping purposes if desired by the participating agency.



Pinellas County Board of Commissioners, FL
509 E East Ave
Clearwater, FL 33756-5338

Bill of Sale Date: 07/13/2015		Bill of Sale Number: 7132015	
Asset ID: 3276		Inventory ID: NA 217-219	
Description of Property A LOT OF Misc. Office Equipment			Award Amount 100.00
Asset Information			
	Year:	Make/Brand:	Model:
	Meter:	Title Restriction:	VIN/Serial:
Sale Information			
* Actual Sold Amount:		Paid On: 07/14/2015 by PayPal	
Other Amount:		Other Amount Description:	
Buyer's Premium:		Tax Rate: 7%	
Tax Amount:		* Taxable Items	
Total Amount:			
<div style="display: flex; justify-content: space-between;"> <div> Zachary Davis 10401 Emerald Woods Ave Orlando, FL 32836 USA infinitypartners@reagan.com 4072599114 </div> <div> Asset is sold as is, where is and without warranty. Once the asset is removed from the seller's premises there is no refund of monies previously paid. Buyer/Agent Signature _____ Print Name _____ Date _____ </div> </div>			

Buyer's and Seller's Certificates

Within a few minutes of a successful auction's close, Seller's and Buyer's Certificates will be issued to the participating agency and the winning bidder via email. This is the notice of award to each party. The certificates will include the specific payment method(s) accepted and amount due, as well as removal and additional instructions to the buyer. Contact information for both buyer and seller are shown on the certificates, as well as the specific location of the asset. An example Seller's Certificate is shown below:

GovDeals Seller's Certificate 1379-0428160930-375

Congratulations, Hillsborough County School District, FL has sold another item on the GovDeals Auction Services

BUYER (#72704)		SELLER (#375)	
Name	Tony Williams	Agency	Hillsborough County School District FL
Company	na	Contact	Debbie Walker
Title To	Tony Williams	Phone	813-744-8874 ext 224
Phone	813-264-7005	Fax	813-744-8873
Email	wlyoo@yahoo.com	Email	Deborah.Walker@sdhc.k12.fl.us
Address	15909 Timberwood Dr TAMPA FL 33625	Address	5715 E Henna Ave Tampa FL 33610

ITEM INFORMATION FOR ASSET ID: 1379

Item: Lot Of 4 Toro Z Master Riding Mowers For Parts

Pick Up Location: 4885 E Dr Martin Luther King Jr Blvd Tampa FL 33605-1656

Inventory ID	SU594	Account ID	375
Condition	See Description	Quantity	1 Lot
Make/Brand	Toro	Model	Not Provided
VIN/Serial	Not Provided	Model Year	Not Provided
Meter	0 (Accurate?)	Title Restrictions	No

Date	Item	Amount
04/28/2016 9:30 AM	Lot Of 4 Toro Z Master Riding Mowers For Parts	\$360.00
	Tax	7.0000% \$26.60
	Total	\$406.60

Payment Instructions:

Payment Must be made at or by mail to: 901 E Kennedy Blvd Tampa FL 33602-3507 Attn: Budget Department Florida sales tax will be added to the winning bid. Bidder must present original Florida tax exemption certificate to avoid paying sales tax. Florida state tax is 7% on the first \$5,000.00 & 6% on the amount above \$5,000.00. Payment in full is due no later than 5 business days from the time and date of the Buyer's Certificate. Acceptable forms of payment are: Certified Cashiers Check, Money Order. If payment is not received from the winning bidder within five business days, sale may default to the back-up bidder. Certified Cashiers Checks or Money Orders shall be made payable to: School District of Hillsborough County.

Removal Instructions:

Removal: All items must be removed within 10 business days from the time and date of issuance of the Buyer's Certificate. Purchases will be released only upon receipt of payment as specified. Successful bidders are responsible for loading and removal of any and all property awarded to them from the place where the property is located as indicated on the website and in the Buyer's Certificate. The Buyer will make all arrangements and perform all work necessary, including packing, loading and transportation of the property. Under no circumstances will School District of Hillsborough County assume responsibility for packing, loading or shipping. Property may be loaded and removed between the hours of 8:00a.m. and 2:00p.m., Monday through Friday, excluding holidays. For additional information, please contact Debbie Walker, Property Control, (813) 744-8874 office - (813) 744-8873 fax or e-mail: deborah.walker@sdhc.k12.fl.us to schedule an inspection. A daily storage fee of \$10.00 will be charged after the 10 days.

Description:

Sold as is. Check photos carefully. For Parts. Unknown working condition. Inspection by appointment only Mon - Fri 8am-2pm.

Please note: Payment must be received by 5-5-16, which is the 5th business day from the time and date of winner's GovDeals issued Buyer's Certificate. Removal arrangements and asset removal must be made by no later than 5-12-16, which is the 10th business day after auction ends, as stated below, to avoid \$10 a day storage fees. Please read below for further instructions.

Paid For/Picked Up Reports

This 3-part reporting function allows the County to track the payment and pickup of sold assets. Reports include "Not Paid," "Paid, Not Picked Up," and "Paid, Picked Up." All of the printed and online views of these reports display the asset ID, inventory number, auction end date and time, high bid amount, sales taxes and fees, and Paid/Pick Up status. This report includes a "Reminder" button, which the participating agency may use to send a system-generated email reminding the winning bidder of the payment or removal deadline. An example of the "Paid, Not Picked Up" report is provided below.

Print By: Paid Not Picked Up													
Index Export to Excel													
Item #	Asset ID	Asset Description	Bidder Name	End Date/Time	High Bid	Tax	AGT Fee	Other Fees	Net Pay	Paid	Status	Reminder	
1816	Asset 1816 255195 375 512	2010 Chevrolet Impala Police Cruiser	donovan brown	3/16/16 1:01 PM	\$275.00	\$0.00	\$0.00	\$275.00	\$0.00	\$275.00	4/8/16	+	04/01/16
1817	Asset 1817 255196 375 512	2010 Chevrolet Impala Police Cruiser	donovan brown	3/16/16 1:01 PM	\$1150.00	\$0.00	\$0.00	\$1150.00	\$0.00	\$1150.00	4/8/16	+	04/13/16
1821	Asset 1821 255194 343 512	2010 Chevrolet Impala Police Cruiser	donovan brown	3/16/16 1:01 PM	\$1400.00	\$0.00	\$0.00	\$1400.00	\$0.00	\$1400.00	4/8/16	+	04/13/16
1861	Asset 1861 255177 182 512	2008 Chevrolet Impala Police Cruiser	donovan brown	3/16/16 2:00 PM	\$325.00	\$0.00	\$0.00	\$325.00	\$0.00	\$325.00	3/29/16	+	01/26/16
1860	Asset 1860 255178 011	1998 Honda Civic Coupe	donovan brown	3/16/16 1:21 PM	\$1925.00	\$0.00	\$0.00	\$1925.00	\$0.00	\$1925.00	4/16/16	+	
1822	Asset 1822 255195 375 512	2010 Chevrolet Impala Police Cruiser	donovan brown	3/16/16 1:01 PM	\$1400.00	\$0.00	\$0.00	\$1400.00	\$0.00	\$1400.00	4/8/16	+	
1814	Asset 1814 255220 8024 512	2004 International 4400	donovan brown	3/16/16 1:01 PM	\$300.00	\$0.00	\$0.00	\$300.00	\$0.00	\$300.00	4/16/16	+	
1812	Asset 1812 255220 2410 512	2005 Chevrolet Impala Police Cruiser	donovan brown	3/16/16 1:01 PM	\$1172.00	\$0.00	\$0.00	\$1172.00	\$0.00	\$1172.00	4/16/16	+	
1825	Asset 1825 255220 2410 512	2005 Chevrolet Impala Police Cruiser	donovan brown	3/16/16 1:01 PM	\$1172.00	\$0.00	\$0.00	\$1172.00	\$0.00	\$1172.00	4/16/16	+	
1827	Asset 1827 255220 2410 512	2005 Chevrolet Impala Police Cruiser	donovan brown	3/16/16 1:01 PM	\$1172.00	\$0.00	\$0.00	\$1172.00	\$0.00	\$1172.00	4/16/16	+	
1841	Asset 1841 255220 2410 512	2005 Chevrolet Impala Police Cruiser	donovan brown	3/16/16 1:01 PM	\$1172.00	\$0.00	\$0.00	\$1172.00	\$0.00	\$1172.00	4/16/16	+	
1842	Asset 1842 255220 2410 512	2005 Chevrolet Impala Police Cruiser	donovan brown	3/16/16 1:01 PM	\$1172.00	\$0.00	\$0.00	\$1172.00	\$0.00	\$1172.00	4/16/16	+	
1843	Asset 1843 255220 2410 512	2005 Chevrolet Impala Police Cruiser	donovan brown	3/16/16 1:01 PM	\$1172.00	\$0.00	\$0.00	\$1172.00	\$0.00	\$1172.00	4/16/16	+	
1844	Asset 1844 255220 2410 512	2005 Chevrolet Impala Police Cruiser	donovan brown	3/16/16 1:01 PM	\$1172.00	\$0.00	\$0.00	\$1172.00	\$0.00	\$1172.00	4/16/16	+	
1845	Asset 1845 255220 2410 512	2005 Chevrolet Impala Police Cruiser	donovan brown	3/16/16 1:01 PM	\$1172.00	\$0.00	\$0.00	\$1172.00	\$0.00	\$1172.00	4/16/16	+	
1846	Asset 1846 255220 2410 512	2005 Chevrolet Impala Police Cruiser	donovan brown	3/16/16 1:01 PM	\$1172.00	\$0.00	\$0.00	\$1172.00	\$0.00	\$1172.00	4/16/16	+	
1847	Asset 1847 255220 2410 512	2005 Chevrolet Impala Police Cruiser	donovan brown	3/16/16 1:01 PM	\$1172.00	\$0.00	\$0.00	\$1172.00	\$0.00	\$1172.00	4/16/16	+	
1848	Asset 1848 255220 2410 512	2005 Chevrolet Impala Police Cruiser	donovan brown	3/16/16 1:01 PM	\$1172.00	\$0.00	\$0.00	\$1172.00	\$0.00	\$1172.00	4/16/16	+	
1849	Asset 1849 255220 2410 512	2005 Chevrolet Impala Police Cruiser	donovan brown	3/16/16 1:01 PM	\$1172.00	\$0.00	\$0.00	\$1172.00	\$0.00	\$1172.00	4/16/16	+	
1850	Asset 1850 255220 2410 512	2005 Chevrolet Impala Police Cruiser	donovan brown	3/16/16 1:01 PM	\$1172.00	\$0.00	\$0.00	\$1172.00	\$0.00	\$1172.00	4/16/16	+	
1851	Asset 1851 255220 2410 512	2005 Chevrolet Impala Police Cruiser	donovan brown	3/16/16 1:01 PM	\$1172.00	\$0.00	\$0.00	\$1172.00	\$0.00	\$1172.00	4/16/16	+	
						\$61,407.52	\$416.64	\$0.00	\$61,814.16	\$0.00	\$61,814.16		

Invoicing Report

The Invoicing Report details all assets sold during a month. This reconciliation statement will be sent to each participating agency by the GovDeals system to detail transactions on a monthly basis. The report displays the item description, inventory ID number, and credits issued, if any. Also shown is the total amount of payment due by the agency, if applicable. Each participating agency may choose to receive this statement in hard copy by mail or electronically by email. All Invoicing Reports are also available within each agency's GovDeals account at all times.

GovDeals

Miami-Dade County, FL
County Store
950 W 84th St
Hialeah, FL 33014-3520

Agency Contact: Terrence O. Thompson
Invoice # 7167-032316
Invoice Date: 3/1/2016 3:01:29 PM
Due Date: 4/30/2016

Asset Description	Inventory ID	Date Sold	Sold \$ Fee %	Fee \$ Certificate ID	Credit Date	Credit \$
811549 Fargo HDP5000 High Definition Printer	811549	2/19/16	\$400.00 MN	\$0.00 421-031162200-7167	3/1/16	\$0.00
Bomag BVSSE Single drum vibratory roller	661	3/3/16	\$560.00 MN	\$0.00 661-0303162200-7167		
One lot of HUSCAR Collectibles	880	3/3/16	\$681.00 MN	\$0.00 880-0303162200-7167		
One lot of four (4) Hot Flux magnetic fuses	513134, 520060, 55297	3/3/16	\$705.00 MN	\$0.00 650-0303162218-7167		
One lot consisting of two (2) Telsense 22.5A	517079, 818408	3/3/16	\$110.00 MN	\$0.00 648-0303162220-7167		
One lot of miscellaneous lab equipment	821671, 655193, 81281	3/3/16	\$751.00 MN	\$0.00 651-0303162222-7167		
One lot of two (2) Microscopes	837226, 183716	3/3/16	\$100.00 MN	\$0.00 648-0303162226-7167		
One lot of 3 Stenograph machines, and access	646	3/3/16	\$285.99 MN	\$0.00 646-0303162235-7167		
One lot of Whelan Electric power supplies	847	3/3/16	\$1,706.00 MN	\$0.00 647-0303162242-7167		
811549 Fargo HDP5000 High Definition Printer	811549	3/1/16	\$320.00 MN	\$0.00 421-031162101-7167		
			\$4,957.99	\$0.00		

No money is due; this statement is for your records only. Credit will be applied in the same month they are entered in the GovDeals system.
If you have any questions or concerns, please contact Accounting at 1-800-613-0156 option 4.
Thank you
* denotes fee was withheld by GovDeals

Total Fees: \$0.00
Prior Sales Credits: \$0.00
Current Credits: \$0.00
Fees Withheld: \$0.00

7. The proposed solution shall have the capability of disallowing (banning) a defaulted buyer from bidding on future surplus.

Yes, GovDeals meets this requirement. After the allotted payment deadline has passed (typically 5 business days from close of auction), if payment has not been made, the winning bidder will be deemed in default. This user's GovDeals account may be locked so that he or she will not be able to participate in future auctions. Detailed information about GovDeals' preventative measures against bidder default is provided in Section 5.

8. The proposer shall have a back-up system for emergencies.

Yes, GovDeals meets this requirement. The GovDeals system and website exist in a fully redundant environment. The site is load-balanced across multiple servers and is a true four-tier architecture. The infrastructure is hosted on the Microsoft Azure cloud based platform, ensuring all data is replicated 3 times and there are no single points of failure in the underlying infrastructure.

GovDeals provides security systems, antivirus, and firewalls capable of preventing the hacking of any auction information from the servers, capable of preventing any bidder from learning the identity of another bidder. GovDeals employs many systems to ensure that its operations are secure from hacking or other disruption. Details on these internal and external systems are available upon request.

Since GovDeals' inception in 1999, our website has been up and running 99.99% of the time. In the rare event a website outage occurs that is not scheduled, the GovDeals system has the ability to extend auctions for a given period agreed upon by the participating agency, or to withdraw the assets from auction and repost them if the selling agency so desires. In either case, automatic system notifications will be emailed to any bidders/watchers of the asset auctions, letting them know the change in auction schedule.

GovDeals' Client Services Representatives (CSRs) are also directly involved in ensuring their clients' auctions are restored and procedure is followed through by the GovDeals system. Your CSR will work directly with the selling agency as soon as feasibly possible to resolve any issue that may arise from system downtime.

In addition, GovDeals' Bidder Services Help Desk receives all bidder calls, including regarding system availability or technical issues. If the influx of bidder calls causes the Bidder Services Help Desk phone lines to be busy, calls are automatically redirected to our Client Services Help Desk, which is operated by CSRs who are trained to support bidders in these cases as well. Therefore, in no instance should bidders be required to contact the participating agencies due to website disruptions, should such an event occur.

9. The successful proposer shall have the ability to provide the participant agency with a certificate of sale (Seller's Certificate) and the successful buyer with a buyer's certificate.

Yes, GovDeals meets this requirement. Within a few minutes of a successful auction's close, Seller's and Buyer's Certificates will be issued to the selling agency and the winning bidder via email. This is the notice of award to each, and the certificates will include the specific payment method and amount due, as well as removal and additional instructions to the buyer. The certificates also include the contact information for both the buyer and the seller, the final selling price of the asset, the total amount owed by the buyer, and the specific location of the asset. An example of a Seller's Certificate is provided in Section 4(b).

10. Prior to auction, the successful proposer shall:

- a) Provide staff on-site at designated times prior to an auction to record descriptions of lots and obtain digital photographs.
- b) Upload the description and photographic documentation to the proposer's website.

Yes, GovDeals will provide these services to Pinellas County in return for the County's administration of the cooperative contract. With reasonable notice (i.e. 2 weeks), GovDeals will provide on-site service to Pinellas County to list assets, including taking pictures and placing the required information on the GovDeals auction website.

Each participant agency cooperatively utilizing Pinellas County's contract with GovDeals will utilize the GovDeals self-service platform to upload photographs and post assets to auction. Participating agency staff members will be thoroughly trained on-site and will be armed with knowledge and resources to promote the success of liquidating surplus assets on GovDeals. GovDeals will provide assistance loading assets to auction should a backlog occur, and a CSR will be available for 24/7 support and guidance.

An overwhelming majority of GovDeals' clients take and upload their own photographs and descriptive details of assets to be auctioned; as well as managing the auction process; answering bidder questions; and managing asset removal. Participating agencies desiring the enhanced service model offered above exclusively to Pinellas County are encouraged to contact GovDeals management to discuss pricing based on volume and other factors.

11. During the auction process:

- a. The participant agency reserves the right to reject any and all bids.
Yes, GovDeals meets this requirement. The participant agency may reject any bid at its sole discretion, and may at any time withdraw/cancel an auction.
- b. If a dispute arises between two or more bidders, the participant agency may decide the dispute or may immediately put the lot up for sale again, and resell to the highest bidder. The decision of the participant agency shall be final and absolute.
Yes, GovDeals meets this requirement. Dispute resolution such as described above will be at the sole discretion of the participant agency.
- c. The successful proposer will not be operating and/or in possession of participant agency's equipment.
Yes, GovDeals meets this requirement. One of the major benefits of GovDeals' online auction model is that it enables surplus assets to be sold "in place," saving transportation expenses and unnecessary emission pollutants. All assets will remain in the custody of the participant agency.
- d. Bidders may inspect the property prior to bidding; however, they must adhere to the inspection dates and times indicated in the asset description, as established by the participant agency.
Yes, GovDeals meets this requirement. Inspection dates, times, and locations will be at the sole discretion of the participant agency. Each auction listing will contain a designated section to outline inspection information.

- e. The successful proposer shall generate an electronic bill of sale, appropriately calculating totals to include sales tax, buyer's premium, if applicable, and commission. All surplus items are sold "AS IS – NO WARRANTY – WHERE IS." Yes, GovDeals meets this requirement. A Bill of Sale is automatically populated immediately after each auction's close, including the participating agency's seller information (with logo/seal if desired); the winning bidder's name; all information regarding the asset sold, such as VIN/serial numbers, make/brand, and description; sold amount, buyer's premium, and sales tax as applicable; and the date sold.

The Bill of Sale includes a disclaimer stating: "Asset is sold as is, where is, and without warranty. Once an asset is removed from the seller's premises, there is no refund of monies previously paid." All of GovDeals' clients are encouraged to obtain a signed Bill of Sale for every item picked up in order to retain a document the buyer has signed agreeing that no money will be refunded.

12. After the auction, the proposer shall:

- a. Have the ability to electronically receive sale proceeds from buyer and communicate same to the participant agency.
Yes, GovDeals meets this requirement. If the participant agency elects to utilize GovDeals' payment collection and remittance service, GovDeals will accept payment online from winning bidders, and we will remit these net proceeds to the participant agency each week. The participant agency will receive notification by email when a buyer makes a payment to GovDeals.
- b. The successful proposer's representative shall contact the participant agency prior to the anticipated pickup to schedule dates, time, and route.
GovDeals recommends that dates, times, and other details for pickup of purchased assets be dictated by the participant agency; or coordinated between the agency and the Buyer. GovDeals' Client Services Team and Bidder Services Team will facilitate communication between seller and buyer when needed.
- c. The successful bidder shall be fully responsible for all pickup and removal activities of purchased miscellaneous equipment after the sale has been completed.
Yes, GovDeals meets this requirement. The winning bidder is responsible for scheduling an asset removal appointment with the selling agency. Buyers typically are required to pick up assets within 10 business days of auction close or as determined by the participant agency.
- d. Under no circumstances will the participant agency assume responsibility for any packing, loading, or shipping.
Yes, GovDeals meets this requirement. The participant agency will not be responsible for shipping or related tasks or expenses.
- e. Upon removal of the property, all sales are final; no returns or exchanges.
Yes, GovDeals meets this requirement. The Bill of Sale includes a disclaimer stating: "Asset is sold as is, where is, and without warranty. Once an asset is removed from the seller's premises, there is no refund of monies previously paid." All of GovDeals' clients are encouraged to obtain a signed Bill of Sale for every item picked up in order to retain a document the buyer has signed agreeing that no money will be refunded.

- f. The successful proposer shall have the ability to disperse sale proceeds to the participant agency on a time interval designated by the County.
Yes, GovDeals meets this requirement. If the participant agency elects to utilize GovDeals' payment collection and remittance service, a payment totaling the sales of all assets paid for and picked up in the previous week will be remitted to the participant agency each Wednesday. GovDeals will not withhold payment of your auction proceeds during the 30 day chargeback window. The participant agency may choose remittance by ACH direct deposit or paper check.

Part D: Training and Support Services

1. The successful proposer shall provide training and support services, at no cost to the participant agency, to assist in the implementation of the proposed online auction system, including but not limited to:

a) Familiarization with the nature and operation of the proposed system

GovDeals will provide on-site, hands on training for as many participating agency employees as needed. The initial training session (60-90 minutes) is designed to teach the staff about GovDeals, operation of our web-based platform, how online auctions work, and best auction practices that will bring the highest possible returns to the selling agency.

During training, the GovDeals CSR will show employees our auction website and explain in detail how bidding takes place and how our asset search engines work.

All training will be held within the participating agency's live GovDeals account in order to provide staff (experienced and new) with hands on experience interacting with the system. Training is customized to fit the needs of each client; therefore, separate training will be provided for each participating agency.

b) Guidance in the posting of assets

During training, once an overview of the GovDeals website and platform is completed, the CSR will then take the trainees into the selling agency's account. The group will review each screen and each step involved in the process of posting an asset to auction, procedures for releasing purchased assets to buyers, and accessing real-time, interactive reports.

The GovDeals platform is designed for self-service operation by government entity sellers, facilitated by GovDeals representatives available by phone, email, and site visits to provide guidance and assistance. In addition to 24/7 support, GovDeals will provide assistance loading assets to auction at implementation or in the event a backlog occurs.

Pinellas County only: With reasonable notice (i.e. 2 weeks), GovDeals will provide on-site service to Pinellas County to list assets, including taking pictures and placing the required information on the GovDeals auction website. Participating agencies desiring the enhanced service model offered herein exclusively to cooperative contract holder Pinellas County are encouraged to contact GovDeals management to discuss pricing based on volume and other factors.

c) Provide ongoing training and support, either on-site, webinars or via telephone

GovDeals will provide a dedicated and experienced team to train and support Pinellas County and participating agency staff members throughout the duration of the contract. GovDeals has the capability and resources to provide training and customer service on-site or remotely by webinar, and we always prefer on-site training and service when possible.

Due to Pinellas County's and some other participating agencies' ongoing experience with the

GovDeals platform, some or all of the typical implementation steps may not be necessary, enabling your staff to continue utilizing GovDeals seamlessly from the day of contract signing.

The participating agencies will be given thorough and up-to-date documentation and support materials, including a training video that focuses on loading assets into the GovDeals system. Our full written documentation that will be provided to the selling agencies includes a 46 page training guide, an extensive online help feature, numerous quick-reference resource, best practices recommendations, and a web-based library for immediate access to the latest editions of all guides and reference materials.

Your CSR will visit the County and participating agencies when scheduled and as needed to list assets, provide training and guidance, promote proven auction strategies, and discuss marketing opportunities. Your CSR has extensive experience with implementing and operating the GovDeals system and service for government agencies of all sizes. The County and participating agencies may contact their CSR(s) 24 hours a day by direct cell phone or email.

d) Procedures for taking and posting pictures of assets

Participant agency staff members will be trained on how to post assets to auction, including photos and other attachments. The CSR will also offer best practices guidelines regarding taking photographs for auction listings, as well as videos.

Pinellas County only: With reasonable notice (i.e. 2 weeks), GovDeals will provide on-site service to Pinellas County to list assets, including taking pictures and placing the required information on the GovDeals auction website. Participating agencies desiring the enhanced service model offered herein exclusively to cooperative contract holder Pinellas County are encouraged to contact GovDeals management to discuss pricing based on volume and other factors.

2. Technical Support

a) Successful proposer shall provide easily accessible and responsive technical support and customer services. Problems identified either by participant agency or buyer shall be responded to in writing within forty-eight (48) hours of notification.

Yes, GovDeals meets this requirement. GovDeals will provide easily accessible, highly responsive technical support and customer service to Pinellas County and its cooperative entities via a toll free number to GovDeals' offices. Additionally, your dedicated CSR may be reached by direct cell phone or email 24 hours a day, 7 days a week.

If for any reason, the assigned CSR is not immediately available by cell phone or email, the participating agency may contact GovDeals' Client Help Desk. Staffed by fully trained CSRs, the Help Desk provides technical support, recommendations, and problem-solving. The Client Help Desk is available by toll free phone, email, and live chat Monday through Friday.

GovDeals provides bidder support from a dedicated service center staffed by 7 experienced GovDeals employees. The Bidder Services Help Desk intakes more than 200 calls, emails, and live chats daily, and this team has a stellar 97% first call resolution rate. The Bidder Services Help desk has employees who are fluent in Spanish, and we have a language service available if we need assistance communicating with a bidder who does not speak either English or Spanish.

3. Auction Reports

a) The successful proposer shall maintain an inventory of all items listed for sale.

Yes, GovDeals meets this requirement. Robust real-time, interactive, and exportable reporting tools will be readily available within the participant agency's account for full audit tracking from the time the asset is loaded into the GovDeals system until payment has been made and the asset has been removed from the seller's premises by the buyer.

These reports include the Current Bid Report, which displays details of all of the participant agency's live asset auctions. This ad hoc report has the ability to show the asset ID and inventory numbers, description, reserve price if applicable, current bid amount, number of bids place, and time and date of auction close. Additionally, this report offers further information regarding the activity of each auction, such as number of visitors, number of hits, and number of watchers. The Current Bid Report may be exported to Microsoft Excel if desired. An example of this report is shown below.

Current Bid Report									
<input checked="" type="checkbox"/> Asset ID <input checked="" type="checkbox"/> Inventory ID <input checked="" type="checkbox"/> Description <input checked="" type="checkbox"/> # Visitors <input checked="" type="checkbox"/> Current Bid <input checked="" type="checkbox"/> # Bids <input checked="" type="checkbox"/> Auction End <input checked="" type="checkbox"/> # Hits <input checked="" type="checkbox"/> Reserve <input checked="" type="checkbox"/> Watchers <input type="checkbox"/> Include Assets with no Bids <input type="checkbox"/> Export to Excel <input type="button" value="Continue"/>									
9 auctions returned.									
ID #	Inventory ID	Description	Reserve	Current Bid	# Bids	Auction End	# Visitors	# Hits	# Watchers
434		John Deere Grader #5139	\$17,000.00	\$13,777.77	2	5/6/16 3:30 PM	384	486	32
439		Champion Grader 720A	\$45,000.00	\$35,000.00	2	5/6/16 3:35 PM	338	448	32
448		2005 Crown Victoria (13835)	\$1,000.00	\$800.10	1	5/6/16 3:50 PM	205	284	17
460		Star Board type material	\$0.00	\$25.00	1	5/6/16 3:40 PM	221	283	8
466		Furniture (lot 2)	\$0.00	\$37.00	5	5/13/16 3:05 PM	26	31	2
467		Office furniture (lot 4)	\$0.00	\$25.00	1	5/13/16 3:10 PM	18	19	0
468		1 1/2 ton a/c (lot 5)	\$0.00	\$25.00	1	5/13/16 3:15 PM	42	54	2
471		Work bench (lot 8)	\$0.00	\$52.00	5	5/13/16 3:35 PM	41	51	3
472		Old library books (lot 9)	\$0.00	\$10.00	1	5/13/16 3:40 PM	32	39	2
			\$63,000.00	\$49,661.87					

b) Within no later than ten (10) business days following the auction and upon request, the successful proposer shall provide the County with complete reports of all transactions to include:

- Identification of each item sold
- Number of bids received
- Name of the successful buyer including the complete address, phone number, email address
- Sale amount on the day of auction
- Commission charges and net proceeds

Yes, GovDeals meets this requirement. At any time, real time reports are readily accessible within each participant agency's GovDeals account. The ad hoc Sold Assets Report will provide the participant agency with all of the data requested above. Our clients' most utilized tool, the Sold Assets Report provides a summary of all assets sold within the selected date range.

As many as 42 data fields may be populated on this ad hoc report, including:

- ♦ Asset number
- ♦ Description
- ♦ Category
- ♦ Starting price
- ♦ Final sales price
- ♦ Number of bids received
- ♦ Auction end time and date
- ♦ Buyer name and address
- ♦ Sales tax amount
- ♦ VIN
- ♦ Selling department

Also, this report displays the total sales amount for the period selected. This ad hoc report can be exported to Microsoft Excel with a single click.

Buyer details, including phone number, are provided on the Seller's Certificate and Bill of Sale.

EXHIBIT B : INSURANCE REQUIREMENTS

Within ten (10) days of contract award and prior to commencement of work, Contractor shall email certificate that is compliant with the insurance requirements to CertsOnly-Portland@ebix.com. If certificate received with proposal was a compliant certificate no further action may be necessary. It is imperative that proposer include the unique identifier, which will be supplied by the County's Purchasing Department. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph 3.(d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**

No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.

All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Proposer and any subcontractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.

If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Proposer to the County at least thirty (30) days prior to the expiration date.

- (1) Proposer shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Proposer from its insurer. Notice shall be given by certified mail to: Pinellas County, c/o Ebix BPO, PO Box 257, Portland, MI, 48875-0257; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Proposer of this requirement to provide notice.
- (2) Should the Proposer, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Proposer for such purchase or offset the cost against amounts due to proposer for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.

The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.

If subcontracting is allowed under this RFP, the Prime Proposer shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*

- (1) All subcontracts between Proposer and its subcontractors shall be in writing. Further, all subcontracts shall (1) require each subcontractor to be bound to Proposer to the same extent Proposer is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Proposer to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Proposer shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.

Each insurance policy and/or certificate shall include the following terms and/or conditions:

- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Proposer is a Joint Venture per Section A, titled Joint Venture of this RFP, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.

EXHIBIT B : INSURANCE REQUIREMENTS

- (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
- (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
- (5) All policies shall be written on a primary, non-contributory basis.
- (6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Proposer is only using employees named on such list to perform work for the County. Should employees not named be utilized by Proposer, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Proposer to be in default and take such other protective measures as necessary.
- (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Proposer and subcontractor(s).

The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

Limit	Florida Statutory
Employers' Liability Limits	
Per Employee	\$500,000
Per Employee Disease	\$500,000
Policy Limit Disease	\$500,000

(2) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits	
Combined Single Limit Per Occurrence	\$1,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal Injury and Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000

(3) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired, and non-owned vehicles. If the Proposer does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Proposer can show that this coverage exists under the Commercial General Liability policy.

Limit	
Combined Single Limit Per Accident	\$1,000,000

(4) Cyber Risk Liability (Network Security/Privacy Liability) Insurance including cloud computing and mobile devices, for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least minimum limits as follows:

Limits	
Each Occurrence	\$1,000,000
General Aggregate	\$1,000,000

For acceptance of Cyber Risk Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Cyber Risk Liability and other coverage combined.

(5) Property Insurance Proposer will be responsible for all damage to its own property, equipment and/or materials.

EXHIBIT C: FEE STRUCTURE & REPORTING

1. ONLINE AUCTION SERVICES WITH PAYMENT COLLECTION

- a. No fee to Agency; 12.5% fee to Buyer

- Example:

Winning Bid	Buyer's Premium (12.5%)	Buyer pays online	Contractor withholds	Agency Net Results (100% of proceeds to agency)
\$1,000	\$125	\$1,125	\$125	\$1,000

- b. Contractor shall collect auction payments online from winning bidders.
- c. Proceeds shall be remitted to participant agency on a weekly basis.
- d. Contractor shall maintain an inventory of all items listed for sale. A report of all transactions shall be submitted to the agency within no more than ten (10) business days, which at a minimum shall include:
- Identification of each item sold
 - Number of bids received
 - Name of successful buyer including complete address and contact information
 - Sale amount on the day of the auction
 - Buyer's fee
 - Net proceeds to Agency

2. REBATES

- a. On a quarterly basis, Contractor shall submit a payment to Pinellas County, as the Lead Agency, of two percent (2%) of its profit for transactions generated by the following cooperative members:
- City of Clearwater
 - City of Dunedin
 - City of Gainesville
 - City of Jacksonville
 - City of Tarpon Springs
 - Miami Dade County
 - Pasco County Schools
 - Pinellas County Board of County Commissioners
 - Pinellas Suncoast Transit Authority (PSTA)
 - Polk County
 - Tampa Bay Water
 - Tampa International Airport
- b. Such payment shall be accompanied by a report, which at a minimum shall include the following information:
- Agency Name
 - Transaction Date
 - Winning Bid
 - Buyer's Premium
 - Amount Contractor withholds (profit)
 - Amount due to Pinellas County

3. AUDIT

- a. All payments and reports shall be subject to audit, per Section 10 of the Services Agreement.

**EXHIBIT D: DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN
MATTERS OF INVOICE PAYMENTS:**

PAYMENT/INVOICES:

SUPPLIER shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. seg.* Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Supplier also include the information shown in below. The County may dispute any payments invoiced by SUPPLIER in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

INVOICE INFORMATION:

Supplier Information	Company name, mailing address, phone number, contact name and email address as provided on the PO
Remit To	Billing address to which you are requesting payment be sent
Invoice Date	Creation date of the invoice
Invoice Number	Company tracking number
Shipping Address	Address where goods and/or services were delivered
Ordering Department	Name of ordering department, including name and phone number of contact person
PO Number	Standard purchase order number
Ship Date	Date the goods/services were sent/provided
Quantity	Quantity of goods or services billed
Description	Description of services or goods delivered
Unit Price	Unit price for the quantity of goods/services delivered
Line Total	Amount due by line item
Invoice Total	Sum of all of the line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at www.pinellascounty.org/purchase.

**EXHIBIT D: DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN
MATTERS OF INVOICE PAYMENTS:**

Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

- A. Pinellas County shall notify a vendor in writing within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.
 - 1.) Requesting department for this purpose is defined as the County department for whom the work is performed.
 - 2.) Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.
- B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond sixty (60) days after the date on which the payment request or invoice was received by Pinellas County.
- D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the sixty (60) days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.
- E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.
- F. Should the dispute be resolved in the County's favor interest charges begin to accrue fifteen (15) days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.
- G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party. If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.

AUCTIONEER SERVICES CONTRACT

This is a Contract entered into by and between the **BOARD OF COUNTY COMMISSIONER OF BREVARD COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as COUNTY and GOVDEALS, INC. hereinafter referred to as CONTRACTOR.

WHEREAS, the COUNTY is desirous of obtaining the services of an experience, knowledgeable and qualified company to on-line auctioneer services in accordance with all applicable federal, state, and local laws, rules and regulations, and

WHEREAS, the pursuant to a competitive bidding and selection process by the Pinellas County Board of County Commissioners for Proposal RFP No. 156-0227-R (RG), Pinellas County recently entered into a contract for on-line auctioneer services, which is attached hereto and incorporated herein as "Exhibit A" (Pinellas Contract); and

WHEREAS, the COUNTY desires to receive on-line auctioneer services from GovDeals, Inc.; and

WHEREAS, the provision of such services shall mutually benefit the parties hereto and the residents of Brevard County, Florida.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, the COUNTY and CONTRACTOR hereby agree as follows:

Section 1. Description of Services and Payment.

The Contract between Pinellas County and GovDeals, Inc., entered into on September 27, 2016, including any attachments, exhibits, amendments or renewals to the same, is attached hereto and incorporated by referenced as "Exhibit A." The COUNTY shall pay the CONTRACTOR pursuant to the terms of Paragraph 5 of the Pinellas Contract.

Section 2. Mutually Agreed Upon Amendments.

The COUNTY and CONTRACTOR mutually agree to adopt the definitions, terms and conditions of "Exhibit A" and further amend the following definitions, terms, and conditions of "Exhibit A" as follows:

- A. All references to the "Pinellas County Board of County Commissioners" or "Pinellas County" found within "Exhibit A" shall for the purposes of this Contract be replaced with the words "Board of County Commissioners of Brevard County, Florida" or "COUNTY."
- B. The term of this Contract shall be from the effective date until September 27, 2021, unless terminated beforehand as provided for in this Contract. The Pinellas Contract does not provide for any renewals. The term of this Contract shall not extend beyond the term of the Pinellas Contract.

- C. The insurance certificates required in Paragraph 13 of the Pinellas Contract shall be provided to the COUNTY by certified mail to: Brevard County Purchasing Department, 2725 Judge Fran Jamieson Way, Building C, Suite C303, Viera, Florida 32940.

Section 3. Employment Eligibility Verification (E-Verify).

A. The CONTRACTOR:

- (1) shall utilize the United States Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the contract; and
- (2) shall expressly require any subcontractors performing work or providing services pursuant to this Contract to likewise utilize the United States Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract; and
- (3) agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County consistent with the terms of the Contractor's enrollment in the program. This includes maintaining a copy of proof of the Contractor's and subcontractors' enrollment in the E-Verify Program.

- B. Compliance with the terms of this section is made an express condition of this Contract and the COUNTY may treat a failure to comply as a material breach of this Contract.
- C. A contractor who registers with and participates in the E-Verify program may not be barred or penalized under this section if, as a result of receiving inaccurate verification information from the E-verify program, the contractor hires or employs a person who is not eligible for employment.
- D. Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

Section 4. Public Records.

- A. The COUNTY or any of its duly authorized representatives reserves the right to audit the records of the CONTRACTOR related to this Contract at any time during the prosecution of the work included herein and for a period of five (5) years after final payment is made.

- B. Both parties understand that Brevard County is subject to the Florida Public Records Law, Chapter 119, Florida Statutes. "Public Records" are defined "all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency." Fla. Stat. 119.011(12).
- C. Pursuant to Florida Statute Chapter 119, generally, and 119.0701 specifically, if records created by the COUNTY or the CONTRACTOR related to the performance of the services under this Contract do not fall under a specific exemption under Florida or federal law, the records - whether created or maintained by the CONTRACTOR or the COUNTY- must be provided to anyone making a public records request. It will be the CONTRACTOR'S duty to identify any information in records created by the CONTRACTOR which it deems is exempt under Florida or federal law and identify the statute number which requires the information be held exempt.
- D. A request to inspect or copy public records relating to this Contract must be made directly to the COUNTY. If the COUNTY does not possess the requested records, the COUNTY shall immediately notify the CONTRACTOR of the request, and the CONTRACTOR must provide the 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 pursuant to Florida Statute Chapter 119 and Brevard County Board Policy. Should any person or entity make a public records request of the COUNTY which requires or would require the COUNTY to allow inspection or provide copies of records which the CONTRACTOR maintains are exempt under the Public Records Law or otherwise confidential, it shall be the CONTRACTOR'S obligation to provide the County within a reasonable time of notification by the COUNTY to the CONTRACTOR of the records request, of the specific exemption or confidentiality provision to allow the County to comply with the requirements of Florida Statute 119.07(1)(e) and (f). Should the County face any kind of legal action to require or enforce inspection or production of any records provided by the CONTRACTOR to the County which the CONTRACTOR maintains are exempt or confidential from such inspection/production as a public record, the CONTRACTOR shall hire and compensate attorney(s) who shall represent the interests of the County as well as the CONTRACTOR in defending such action. The CONTRACTOR shall also pay any costs to defend such action and shall pay any costs and attorney's fees which may be awarded pursuant to Fla. Stat. 119.12.
- E. Should the CONTRACTOR fail to provide the public records to the COUNTY within a reasonable time, the CONTRACTOR is subject to penalties under s. 119.10.
- F. The CONTRACTOR shall ensure that all 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 Contract term and following completion of the Contract if the CONTRACTOR does not transfer the records to the COUNTY.

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (321) 617-7390, Siphikelelo.Chinyanganya@brevardfl.gov:

Siphikelelo Chinyanganya
Central Services Department Records Custodian
2725 Judge Fran Jamieson Way
Building C, Suite C303 Viera, Florida 32940.

Section 5. Notices.

- A. All notices required or permitted under this Contract shall be in writing and shall be deemed sufficiently served if sent in a manner requiring a signed receipt of delivery, such as Federal Express, courier delivery, or if mailed, Registered or Certified mail, return receipt requested, in any case addressed as follows:

- (1) To the COUNTY at the following address:

Purchasing Department, Director
2725 Judge Fran Jamieson Way
Building C, Suite 303
Viera, Florida 32940

- (2) To CONTRACTOR at the following address:

-
-
- B. Either party may at any time designate a different address by giving written notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

Section 6. Negotiated Contract.

This Contract reflects the negotiation and agreement of the parties. Nothing contained herein shall be interpreted, by implication or otherwise, as inuring to the benefit or the disadvantage of one party in the absence of such mutual negotiation and agreement.

Section 7. Venue

Venue for any legal action by any party to this Contract to interpret, construe or enforce this Contract shall be in a court of competent jurisdiction in and for Brevard County, Florida and any trial shall be non-jury.

Section 8. Scrutinized Companies

- A. CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the COUNTY may immediately terminate this CONTRACT at its sole option if the CONTRACTOR or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Contract.
- B. If this Contract is for more than one million dollars, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the COUNTY may immediately terminate this Contract at its sole option if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of this Contract.
- C. The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Contract.

- D. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

Section 9. Equal Opportunity Employment.

During the performance of this Contract, the CONTRACTOR agrees as follows:

- A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, or age. The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, nation origin, sex, or age. Such action shall include, but not be limited to employment, upgrading, demotion or transfer; recruitment or recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- B. The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, national origin, sex or age.

Section 10. Assignment.

The COUNTY and the CONTRACTOR each bind itself and its successors, legal representatives, and assigns to the other party to this Contract, and to the partners, successors, legal representatives, and assigns of such other party, and in respect to all covenants of this Contract; and neither the COUNTY nor the CONTRACTOR shall assign nor transfer their interest in this Contract without the prior written consent of the other party.

Section 11. Claims for Services.

No claim for services rendered by CONTRACTOR not specifically provided for in this Contract will be honored by the COUNTY.

Section 12. Severability.

If any of the provisions contained in this Contract are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Section 13. Public Entity Crimes.

The CONTRACTOR hereby warrants and represents that the execution of this Contract by CONTRACTOR will not violate any provision in Section 287.131 through 287.133, Florida Statutes, pertaining to public entity crimes.

Section 14. Contract Documents Contain All Terms.

This Contract and all documents incorporated by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

In Witness Whereof, the parties hereunto have caused this Contract to be executed by its duly authorized representatives, effective as of the last date below.

ATTEST:

Board of County Commissioners of
Brevard County, Florida

Scott Ellis, Clerk

By: _____
Bryan Lober, Chair

Date signed _____

As Approved by the Board on _____.

Reviewed for legal form and content:

Christine Valliere
Assistant County Attorney

GovDeals, Inc.

By: _____
Signature

By: _____
Printed name and title

Date: _____

BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS

INITIAL CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: Gov/Deals	
2. Fund/Account #: 0001/201040	3. Department Name: Asset Management
4. Contract Description: Online Auction Services	
5. Contract Monitor: Dawn Sale	7. Contract Type: SERVICES
6. Dept/Office Director: Stephen A. Darling Jr.	

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

COUNTY OFFICE	APPROVAL		SIGNATURE	DATE
	YES	NO		
User Agency	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____

SECTION III - REVIEW AND APPROVAL TO EXECUTE

COUNTY OFFICE	APPROVAL		SIGNATURE	DATE
	YES	NO		
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Vincent, Merrill <small><i>Digitally signed by Vincent, Merrill Date: 2020.02.26 10:27:50 -0500</i></small>	02/26/2020
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lairsey, Matt <small><i>Digitally signed by Lairsey, Matt Date: 2020.02.11 13:35:55 -0500</i></small>	02/11/2020
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Valliere, Christine <small><i>Digitally signed by Valliere, Christine Date: 2020.02.20 10:49:31 -0500</i></small>	02/20/2020

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

CM DATABASE REQUIRED FIELDS	Complete ✓
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund, and G/L Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status	<input type="checkbox"/>
Contract Title	<input type="checkbox"/>
Contract Type	<input type="checkbox"/>
Contract Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date	<input type="checkbox"/>
Contract Effective Date	<input type="checkbox"/>
Contract Expiration Date	<input type="checkbox"/>
Contract Absolute End Date (No Additional Renewals/Extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in CM database (Initial Contract Form with County Attorney/ Risk Management Approval; Signed/Executed Contract)	<input type="checkbox"/>
"Right To Audit" Clause Included in Contract	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>