SUBJECT: PIGGYBACK PINELLAS CTY #156-0227-R(RG) AUCTION SVCS-INTERNET SURPLUS SALES

BID #: PSC-0326-17 **OPEN DATE: 11/03/2016**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: NOVEMBER 3, 2016 THROUGH NOVEMBER 2, 2021

AGENCY: PROCUREMENT DIVISION

BASIS OF AWARD: PIGGYBACK PINELLAS CTY #156-0227-R(RG) AUCTION SVCS-INTERNET SURPLUS SALES

NUMBER OF BIDS INVITED: ( ) NUMBER RECEIVED: ( ) OTHER ( )

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to piggyback Pinellas County Contract #156-0227-R(RG) between Pinellas County and GovDeals, Inc., for online auction services of surplus items. The period of service will be retroactive from November 3, 2016 through November 2, 2021. The total annual expenditure requested not-to-exceed $180,000.00.

To be executed by formal contract through the Office of General Counsel and encumbered by G/L Account 22000.

ATTACHMENTS: Recommendation Memo, Pinellas County Contract Documents, Risk Management Insurance Approval

ANALYST: _____ CHELSEY RENFROE

RESPECTFULLY SUBMITTED _____ GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Greg Pease, Chief, Procurement Division

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE
MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

PROCUREMENT DIVISION

Jacksonville
Where Florida Begins.

TO: Gregory Pease, Chief, Procurement Division

FROM: Dan Pearson, Manager of Purchasing Services, Asst.

DATE: October 27, 2016

SUBJECT: PSC-0326-17 PIGGYBACK PINELLAS COUNTY #156-0227-R(RG) AUCTION SVCS-INTERNET SURPLUS SALES

Recommend approval to piggyback Pinellas County Contract #156-0227-R(RG) between Pinellas County and GovDeals, Inc., for online auction services of surplus items. The period of service will be retroactive from November 3, 2016 through November 2, 2021. The total annual expenditure requested not-to-exceed $180,000.00.

Funding to be encumbered by G/L Account 22000.

Thank you for your assistance and consideration in this matter.

Pinellas County

315 Court Street, 5th Floor
Assembly Room
Clearwater, Florida 33756

Staff Report

File #: 16-1520A, **Version:** 1 **Agenda Date:** 9/27/2016
Approved by the Board of County Commissioners on 9/27/2016

Subject:
Ranking of firms and agreement with GovDeals, Inc. for online auction services of miscellaneous surplus items for the Tampa Bay Area Purchasing Cooperative and other assorted participants.

Recommended Action:
Approve the ranking of firms and final agreement with GovDeals, Inc. for online auction services of miscellaneous surplus items for the Tampa Bay Area Purchasing Cooperative (Cooperative) and other assorted participants.

Contract no. 156-0227-R(RG); for revenue amount not to exceed $12,368,090.00; effective for sixty (60) months upon approval.

Strategic Plan:
Deliver First Class Services to the Public and Our Customers
5.1 Maximize partner relationships and public outreach
5.2 Be responsible stewards of the public's resources

Summary:
This is a revenue-based Cooperative contract for online auction services of miscellaneous surplus items such as computers, monitors, printers, tools, copiers, furniture, rolling stock, etc. The surplus and sale of tangible personal property is conducted as required by Florida Statute 274.05, Surplus Property.

Background Information:
On April 14, 2016, the Purchasing Department, on behalf of the Real Estate Management Department, released a Request for Proposal (RFP) for the above referenced services resulting in eight (8) responses.

The contract is administered by Pinellas County and includes the requirements of the following municipalities, authorities or agencies:

- 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

The contract is based on a buyer's fee of 12.5%; Cooperative participants pay no additional fees or charges for services provided which may include marketing efforts, training, software upgrades, on-site consultation and support.

In an effort to increase County revenue, the RFP contained an option to provide additional revenue to the County, as the lead agency of this Cooperative contract.
As a result, the County will receive two percent (2%) of the Contractor's gross profit for each transaction initiated by Cooperative members. Based on transactional estimates by Cooperative members, the County anticipates an additional $5,886.00 in annual revenue for being the lead agency of this contract.

Fiscal Impact:

Estimated County twelve (12) month revenue:	$ 118,886.00
• Online auctions $113,000.00	
• Estimated annual rebate $5,886.00	
Estimated sixty (60) month revenue for the County:	$ 594,430.00
Estimated twelve (12) month Cooperative member revenue:	$ 2,354,732.00
Estimated sixty (60) month Cooperative member revenue:	$11,773,660.00
Total estimated sixty (60) month revenue:	$12,368,090.00

Revenues from County auction sales will be deposited into the General Fund. Revenues from other municipalities, authorities or agencies will be deposited in their respective accounts.

Staff Member Responsible:
Andrew W. Pupke, Director, Real Estate Management Department
Joe Lauro, Director, Purchasing Department

Partners:
Miami-Dade County
Polk County
City of Clearwater
City of Dunedin
City of Gainesville
City of Jacksonville
City of Tarpon Springs
Pasco County Schools
Pinellas Suncoast Transit Authority (PSTA)
Tampa Bay Water
Tampa International Airport

Attachments:

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 1 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 Statues, 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

By: _____

CONTRACTOR
GovDeals, Inc

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.

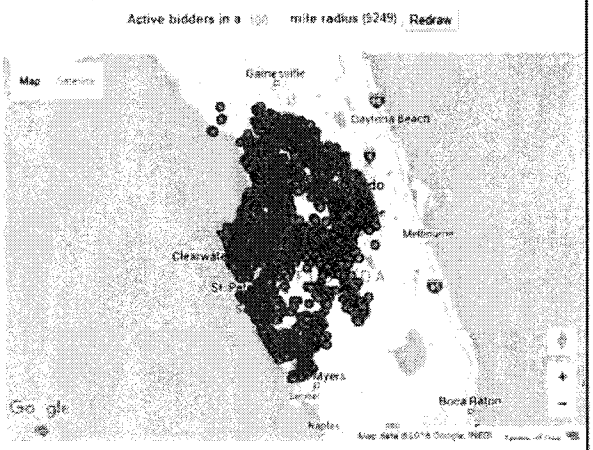
Custom Marketing Plans: When a participating agency has specialty assets to auction, GovDeals' Marketing Department will develop custom promotion and advertising strategies designed to bring the highest dollar amount possible for each asset. Such assets may include, but are not limited to, helicopters 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.

9,200+ Active GovDeals Bidders
Near Pinellas County



GovDeals has 38,600 active bidders within the state of Florida. More than 9,200 GovDeals bidders live within a 100-mile radius of Clearwater, as illustrated above.

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 HTTP/S 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' 15-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.

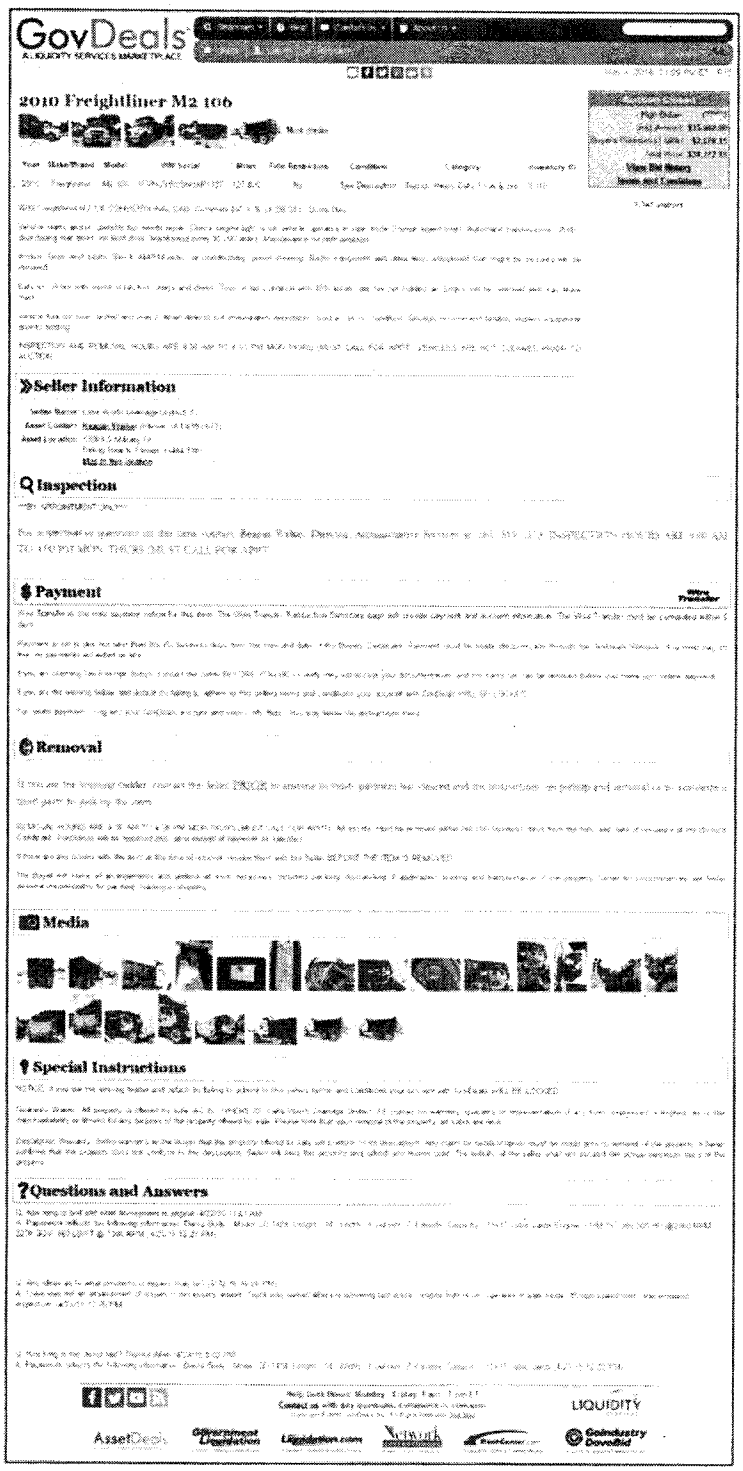
4. The successful proposer shall be required to work closely with the participant agency's representative to coordinate payment and pick-up of assets purchased.

   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



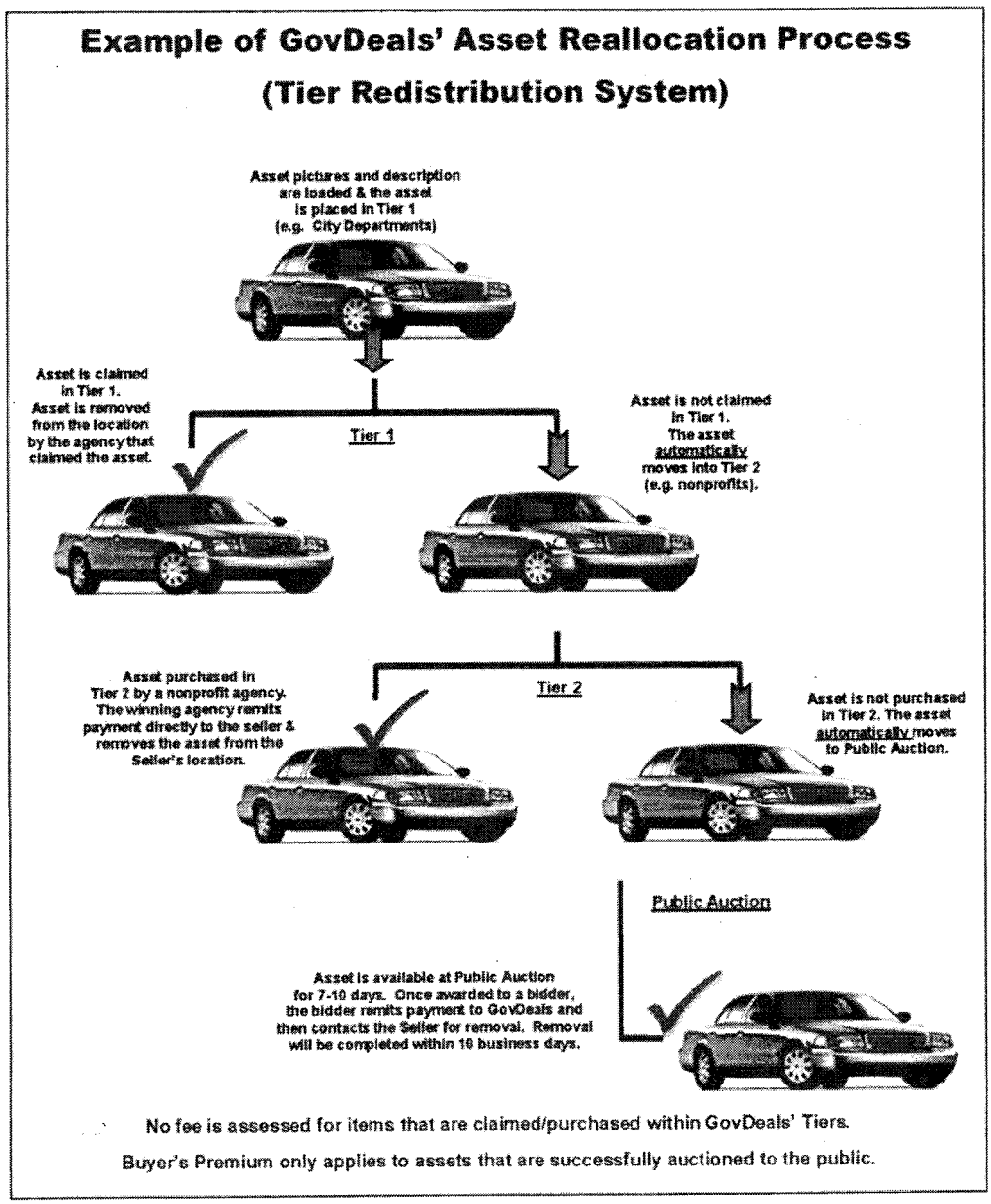
Yes, GovDeals meets this requirement. The participant agency may upload unlimited photos and other documents, as well as one video, to each auction listing.

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.

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.

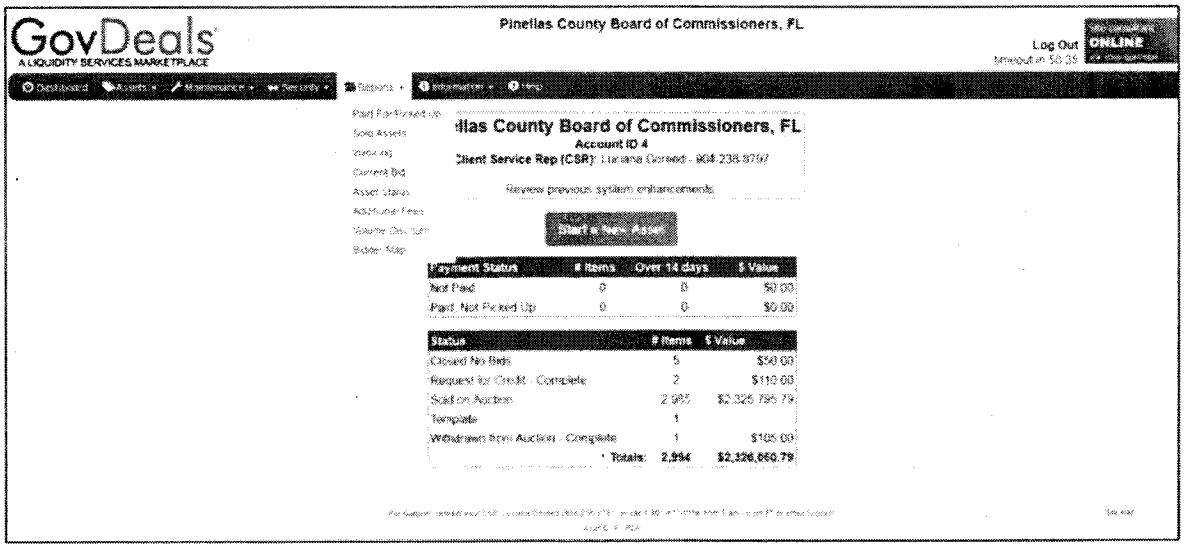
i. List multiple locations and complete descriptions including terms of sale
Yes, GovDeals meets this requirement. Multiple locations can be set up in the participant agency's account, enabling specific location and POC information to be designated on a case-by-case basis. Descriptions and terms of sale 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
A LIQUIDITY SERVICES MARKETPLACE
Pinellas County Board of Commissioners, FL
Log Out
ONLINE
Dashboard
Assets
Maintenance
Security
Reports
Information
Help
Part Paid/Picked Up
Sold Assets
Invoicing
Current Bid
Asset Status
Additional Fees
Bidder Map
Account ID 4
Client Service Rep (CSR):
Review previous system enhancements
Payment Status
Items
Over 14 days
$ Value
Not Paid
Part. Not Picked Up
Status
Items
$ Value
Closed No Bids
Request for Credit - Complete
Sold on Auction
Template
Withdrawn from Auction - Complete
Totals:

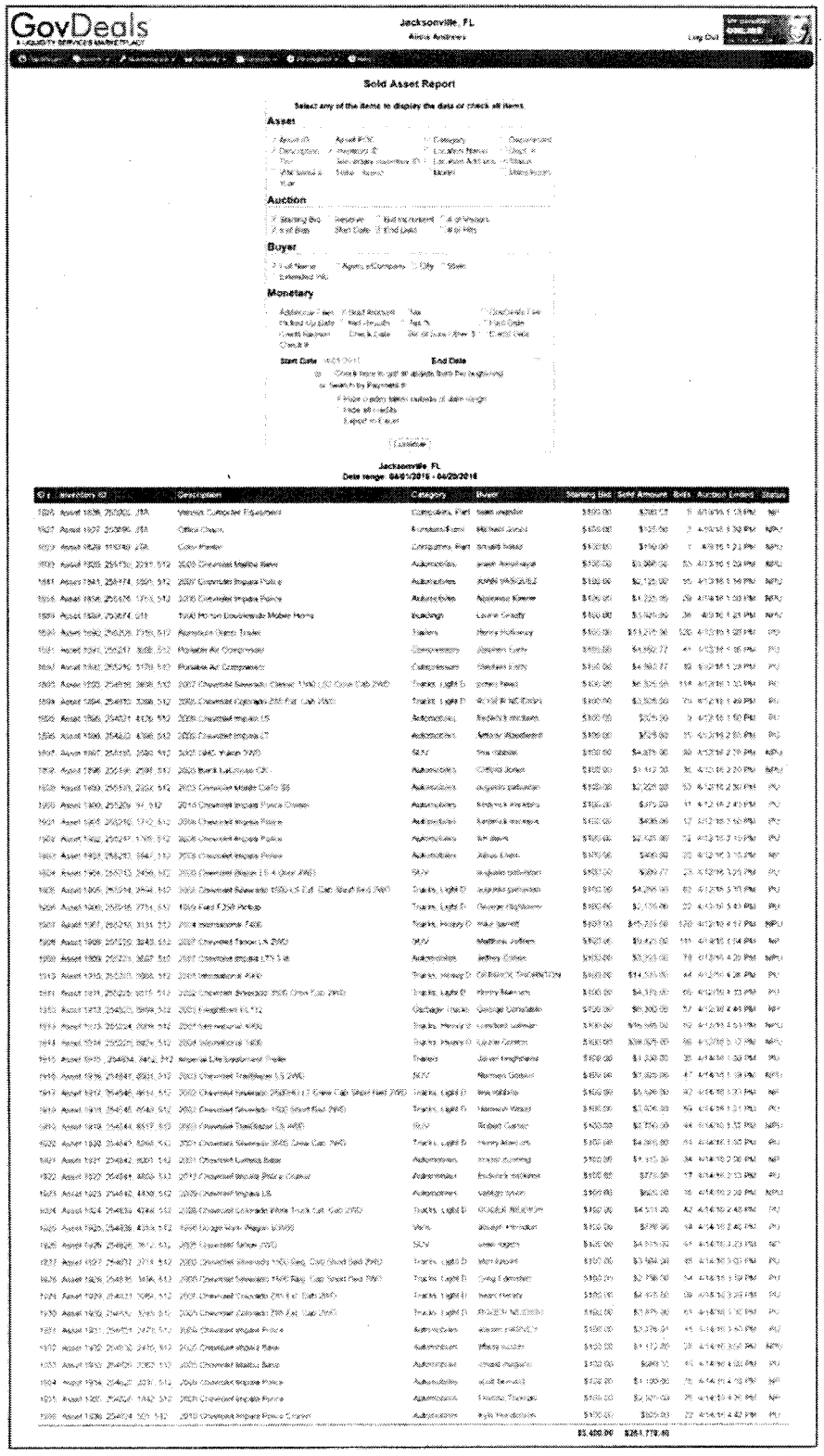
Sold Assets Report

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.



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
Closed No Bids
Inactive
Ready for Auction
Request for Credit - Complete
Sold in Auction
Sold on Auction
Template
Withdrawn from Auction - Complete

Filter

ID	Inv ID	# Photos	Description	Action Date	Start Date/				Reserve/Strike	# Bids	High Bid	Auto Extension	Reason
4680	8514	17	1993 International 4900	3/2/16 11:08 AM	2/24/16 2:00 PM			0.00	$0.00	52	$3,080.00	X	Incorrect VIN
4701		2	Mobile Ladders	3/7/16 4:02 PM	3/3/16 2:37 PM	3/7/16 4:02 PM	$20.00	$5.00	$0.00	23	$465.00	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 PURCHASING

Pinellas County Board of Commissioners, FL
509 S 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 **Award Amount**
A LOT OF Misc Office Equipment 100.00

Asset Information

Year: **Make/Brand:** **Model:** **VIN/Serial:**
Meter: **Title Restriction:**

Sale Information

* Actual Sold Amount:	$100.00	Paid On:	07/14/2015 by PayPal
Other Amount:	$0.00	Other Amount Description:	
Buyer's Premium:	$12.50	Tax Rate:	7%
Tax Amount:	$7.00		
Total Amount:	$119.50		* Taxable Items

Zachary Davis
10401 Emerald Woods Ave
Orlando, FL 32836 USA
infinitypartners@reagan.com
4072599114

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 _____

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)	
Name:	Tony Williams
Company:	na
Title To:	Tony Williams
Phone:	813-264-7005
Email:	wtjroo@yahoo.com
Address:	15909 Timberwood Dr TAMPA, FL 33625

SELLER (#375)	
Agency:	Hillsborough County School District, FL
Contact:	Debbie Walker
Phone:	813-744-8874 ext. 224
Fax:	813-744-8873
Email:	Deborah.Walker@sdhc.k12.fl.us
Address:	5715 E. Hanna Ave Tampa, FL 33610

ITEM INFORMATION FOR ASSET ID: 1379

Item:	Lot Of 4 Toro Z Master Riding Mowers For Parts		
Pick Up Location:	4805 E Dr Martin Luther King Jr Blvd, Tampa, FL 33605-1655		
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		$380.00
	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.

ID	Inv ID	Description	Buyer Name	End Date/Time	High Bid	Tax	Add'l Fees	Total	GovDeals Fee	Net Pay	Paid	Status	Reminder
1836	Asset 1836, 255165, 175, 512	2010 Chevrolet Impala Police Cruiser	donnie brewer	3/16/16 1:00 PM	$275.00*	$0.00		$275.00	-$0.00	$275.00	3/25/16		04/01/16
1834	Asset 1834, 255159, 2021, 512	2010 Chevrolet Impala Police Cruiser	donnie brewer	3/16/16 1:40 PM	$1,150.00*	$0.00		$1,150.00	-$0.00	$1,150.00	4/4/16		04/13/16
1833	Asset 1833, 255164, 140, 512	2010 Chevrolet Impala Police Cruiser	donnie brewer	3/16/16 4:33 PM	$1,400.00*	$0.00		$1,400.00	-$0.00	$1,400.00	4/4/16		04/13/16
1881	Asset 1881, 255177, 1362, 512	2005 Chevrolet Impala Police	donnie brewer	3/17/16 2:09 PM	$325.00*	$0.00		$325.00	-$0.00	$325.00	3/25/16		03/29/16
1889	Asset 1889, 210878, 011	1996 Horton Doublewide Mobile Home	Laurie Gravity	4/5/16 1:21 PM	$3,925.00*	$0.00		$3,925.00	-$0.00	$3,925.00	4/14/16		
1829	Asset 1829, 118740, JTA	Color Printer	donald baker	4/6/16 1:23 PM	$159.00*	$10.50		$160.50	-$0.00	$160.50	4/11/16		
1914	Asset 1914, 255226, 8024, 512	2004 International 7400	Laurie Conlon	4/13/16 3:12 PM	$39,025.00*	$0.00		$39,025.00	-$0.00	$39,025.00	4/20/16		
1932	Asset 1932, 254830, 2410, 512	2005 Chevrolet Impala Base	tiffany smooth	4/14/16 3:50 PM	$1,172.00*	$0.00		$1,172.00	-$0.00	$1,172.00	4/19/16		
1826	Asset 1826, 253908, JTA	Various Computer Equipment	sean register	4/19/16 1:18 PM	$203.53*	$14.04		$214.57	-$0.00	$214.57	4/21/16		
1827	Asset 1827, 253969, JTA	Office Chairs	Michael Jones	4/19/16 1:20 PM	$125.00*	$8.75		$133.75	-$0.00	$133.75	4/19/16		
1940	Asset 1940, 13401, 011	Various Computer Items	jennifer hayes	4/26/16 1:35 PM	$455.00*	$31.85		$486.85	-$0.00	$486.85	4/27/16		
1941	Asset 1941, 13401, 011	Various Computer Items	jennifer hayes	4/26/16 1:36 PM	$745.00*	$52.15		$797.15	-$0.00	$797.15	4/27/16		
1942	Asset 1942, 252968, 531	Various Computer Items	jennifer hayes	4/26/16 1:38 PM	$150.00*	$10.50		$160.50	-$0.00	$160.50	4/27/16		
1943	Asset 1943, 9186, 011	Various Computer Items	jennifer hayes	4/26/16 2:39 PM	$4,125.00*	$288.75		$4,413.75	-$0.00	$4,413.75	4/27/16		
1956	Asset 1956, 255230, 8084, 512	2001 Chevrolet Tahoe 4WD	Billy Pruijsery	4/26/16 4:10 PM	$2,200.00*	$0.00		$2,200.00	-$0.00	$2,200.00	4/27/16		
1957	Asset 1957, 255229, 4549, 512	1996 Ford Bronco XL	Joseph Hamilton	4/26/16 4:41 PM	$6,075.00*	$0.00		$6,075.00	-$0.00	$6,075.00	4/27/16		
					$81,497.53	$416.54	$0.00	$81,914.07	$0.00	$81,914.07			

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
980 W 84th St

Hialeah, FL 33014-3520

Agency Contact: Terrence D. Thompson
Invoice # 7167-032016
Invoice Date: 3/1/2016-3/31/2016
Due Date: 4/30/2016

Asset Description	Inventory ID	Date Sold	Sold $	Fee %	Fee $	Certificate ID	Credit Date	Credit $
811648/ Fargo HDP5000 High Definition Printer	811648	2/19/16	$460.00	MIN	$0.00*	421-0215160846-7167	3/4/16	$0.00
Bomag BW55E Single drum vibratory roller	851	3/3/16	$860.00	MIN	$0.00*	651-0303162209-7167		
One lot of NASCAR Collectables	660	3/3/16	$581.00	MIN	$0.00*	660-0303162205-7167		
One lot of four (4) Heli Flux magnetic locato	513134, 526068, 55297	3/3/16	$705.00	MIN	$0.00*	650-0303162218-7167		
One lot consisting of two (2) Tektronix 2235A	517079, 519496	3/3/16	$110.00	MIN	$0.00*	649-0303162229-7167		
One lot of miscellaneous lab equipment	821671, 655193, 81281	3/3/16	$751.00	MIN	$0.00*	651-0303162222-7167		
One lot of two (2) Microscopes	637225, 183915	3/3/16	$100.00	MIN	$0.00*	648-0303162225-7167		
One lot of 3 Stenograph machines, and accesso	646	3/3/16	$285.99	MIN	$0.00*	646-0303162235-7167		
One lot of Whelen Strobe power supplies	647	3/3/16	$1,705.00	MIN	$0.00*	647-0303162242-7167		
811648/ Fargo HDP5000 High Definition Printer	811648	3/11/16	$320.00	MIN	$0.00*	421-0311162101-7167		
			$4,957.99		$0.00			$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 problems or questions, 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 biding 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.

<u>Pinellas County only:</u> 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

☑ Asset ID ☑ Inventory ID ☑ Description ☑ # Visitors
☑ Current Bid ☑ # Bids ☑ Auction End ☑ # Hits
☑ Reserve ☑ Watchers
☐ Include Assets with no Bids
☐ Export to Excel
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	$600.10	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 (lot8)	$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	**$49,551.87**					

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.

(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. seq,* 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.

PINELLAS COUNTY RANKING

RFP TITLE: ONLINE AUCTION SERVICES OF MISCELLANEOUS SURPLUS (CO-OP)
RFP #: 156-0227-R (RG)

Company Name	Point Total	Ranking
GovDeals, Inc	924.50	1
George Gideon Auctioneers, Inc	639.50	2
Jeff Martin Auctioners, Inc	625.75	3
Bidilla, Inc	612.25	4
Bidcorp.com, Inc	509.50	5
Bidera, LLC	503.00	6
Atkinson Auctioneers dba Atkinson Realty & Auction, Inc	433.75	7
A1 Assets, Inc	330.50	8

Cut along the outer border and affix this label to your sealed proposal envelope to identify it as a "Sealed Proposal". Be sure to include the name of the company submitting the bid where requested.

SEALED PROPOSAL • DO NOT OPEN

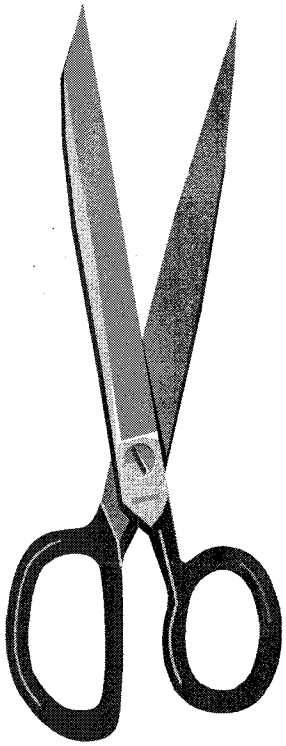
SEALED PROPOSAL NO.: **156-0227-R (RG)**

PROPOSAL TITLE: **ONLINE AUCTION SERVICES FOR MISCELLANEOUS SURPLUS (CO-OP)**

DUE DATE/TIME: **MAY 10, 2016 @ 3:00 p.m.**

SUBMITTED BY:_____
(Name of Company)

DELIVER TO: PURCHASING DEPARTMENT
Board of County Commissioners
Annex Building –6th Floor
400 South Fort Harrison Avenue
Clearwater, FL 33756



Please Note:

From time to time, addenda may be issued to this proposal. Any such addenda will be posted on the same Web site, www.pinellascounty.org/purchase/Current_Bids1.htm, from which you obtained this proposal. Before submitting your proposal you should check the Web site to download any addenda that may have been issued. Please remember to sign and return Addenda Acknowledgement Form with completed proposal package if applicable.

SUBMIT TO:	REQUEST FOR PROPOSAL
PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS 400 S. FT. HARRISON AVENUE ANNEX BUILDING – 6TH FLOOR CLEARWATER, FL 33756	
ISSUE DATE: APRIL 14, 2016	*PROPOSAL SUBMITTALS RECEIVED AFTER SUBMITTAL DATE & TIME WILL NOT BE CONSIDERED*
TITLE: **ONLINE AUCTION SERVICES FOR MISCELLANEOUS SURPLUS (CO-OP)**	RFP NUMBER: **156-0227-R (RG)**
SUBMITTAL DUE: **MAY 10, 2016 @ 3:00 P.M.** *AND MAY NOT BE WITHDRAWN FOR 120 DAYS FROM DATE LISTED ABOVE.*	PRE-PROPOSAL DATE & LOCATION: NOT APPLICABLE
DEADLINE FOR WRITTEN QUESTIONS: **APRIL 29, 2016 BY 3:00 P.M.** SUBMIT QUESTIONS TO: ROSA E. GARCÍA, CPPO AT rgarcia@pinellascounty.org Phone: 727-464-3148 Fax: 727/464-3925	
THE MISSION OF PINELLAS COUNTY Pinellas County Government is committed to progressive public policy, superior public service, courteous public contact, judicious exercise of authority and sound management of public resources to meet the needs and concerns of our citizens today and tomorrow.	Joe Lauro Director of Purchasing

PROPOSER MUST COMPLETE THE FOLLOWING

NO CHANGES REQUESTED BY A PROPOSER WILL BE CONSIDERED AFTER THE RFP OPENING DATE AS ADVERTISED. BY SIGNING THIS PROPOSAL FORM YOU ARE ATTESTING TO YOUR AWARENESS OF THIS POLICY AND ARE AGREEING TO ALL OTHER PROPOSAL TERMS AND CONDITIONS, INCLUDING ALL INSURANCE REQUIREMENTS.

PROPOSER (COMPANY NAME): _____ **D/B/A** _____

MAILING ADDRESS: _____ **CITY / STATE / ZIP** _____

COMPANY EMAIL ADDRESS: _____

PHN: (__)_____ **FAX:** (__)_____

***REMIT TO NAME:** _____
(As Shown On Company Invoice)

_____ **FEIN#**_____

CONTACT NAME: _____

Proper Corporate Identity is needed when you submit your proposal, specifically how your firm is registered with the Florida Division of Corporations. Please visit www.sunbiz.org for this information.

PRINT NAME: _____

EMAIL ADDRESS: _____

I HEREBY AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS RFP, INCLUDING ALL INSURANCE REQUIREMENTS & CERTIFY I AM AUTHORIZED TO SIGN THIS RFP FOR THE PROPOSER.

AUTHORIZED SIGNATURE: _____

PRINT NAME/TITLE: _____

THIS FORM MUST BE RETURNED WITH YOUR RESPONSE

SECTION A - GENERAL CONDITIONS

1. **SUBMISSION OF PROPOSAL:**

(a) Proposals will be opened immediately after the proposal submittal date and time (3:00 PM) by the Pinellas County Purchasing Department, 400 South Fort Harrison Avenue, Annex Building, 6th Floor, Clearwater, FL 33756. The public may attend the proposal opening, but may not immediately review any proposals submitted. The names of respondents only will be read aloud at the time of opening. Pursuant to Florida Statute, Section 119.071(1)(b)2, all proposals submitted shall be subject to review as public records 30 days from opening, or earlier if an intended decision is reached before the 30-day period expires. Late proposals will not be accepted.

(b) Proposals and changes thereto shall be enclosed in sealed envelopes or packages, addressed to the Purchasing Department, Pinellas County. The name and address of the firms, the date and hour of the proposal submittal, and the title shall be placed on the outside of the envelope.

(c) Proposer is advised that exceptions to any terms and conditions contained in this RFP or the Services Agreement must be stated with specificity in its response to the RFP as provided herein and in Section A, paragraph 20. Proposer is deemed to have accepted and to be bound by the RFP and Services Agreement terms and conditions that Proposer does not take exception to in its response. The County reserves the right to modify or add terms and conditions based upon the exceptions stated by the Proposer, or to declare any terms and conditions non-negotiable, as determined by the County in its sole discretion.

2. **WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS:**
No oral interpretations will be made to any firms as to the meaning of specifications, the Services Agreement, or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this proposal must be sent in writing (email or fax) to the Purchasing Department and received no later than the deadline specified in RFP. Responses to questions may be handled as an addendum if the response would provide clarification to requirements of the proposal. All such addenda shall become part of the RFP documents. The County will not be responsible for any other explanation or interpretation of the proposed RFP. The Purchasing Department will be unable to respond to questions received after the specified deadline.

3. **DESCRIPTION OF SUPPLIES/SERVICES:**
Any manufacturer's names, trade names, brand name, or catalog numbers used in specifications are for the purpose of describing and establishing general quality levels. SUCH REFERENCES ARE NOT INTENDED TO BE RESTRICTIVE. Proposals will be considered for all brands that meet the quality of the specifications listed for any items.

4. **ALTERNATES:**
Unless otherwise provided in this Request for Proposal, ALTERNATES may be included in the plans, specifications, and/or proposals. When included, the Proposer shall indicate on the proposal the cost of said alternate and sum to be deducted or added to the Proposal. Such alternates may or may not be accepted by the County. If approved, it is at the County's discretion to accept said alternate(s) in any sequence or combination therein.

5. **RIGHTS OF PINELLAS COUNTY IN REQUEST FOR PROPOSAL PROCESS:**

In addition to all other rights of the County under Florida law, the County specifically reserves the following:

a) The right to rank firms and negotiate with the most qualified firm.

b) The right to select the proposal that it believes will serve the best interest of Pinellas County.

c) The right to reject any or all responses, or parts thereof, to disqualify any and all responses, and/or determine any response to be non-responsive.

d) The right to cancel the entire Request for Proposal.

e) The right to remedy or waive technical or immaterial errors in the Request for Proposal or in proposals submitted.

f) The right to request any necessary clarifications or proposal data without changing the terms of the proposal.

g) The right to require the Proposer to perform the services required on the basis of the original proposals without negotiation.

SECTION A - GENERAL CONDITIONS

6. **EVALUATION CRITERIA:**
The evaluation criteria define the factors that will be used by the Evaluation Committee to evaluate and score responsive, responsible and qualified proposals. Proposers shall include sufficient information to allow the Evaluation Committee to thoroughly evaluate and score their proposals. Each proposal submitted shall be evaluated and ranked by an evaluation committee. The contract will be awarded to the most qualified proposer, per the evaluation criteria listed in Section E of the RFP.

7. **COSTS INCURRED BY PROPOSERS:**
All expenses involved with the preparation and submission of proposals to the County and any oral presentations, or any work performed in connection therewith, shall be borne solely by the Proposer(s). No payment will be made for any responses received, or for any other effort required of, or made by, the Proposer(s) prior to contract commencement unless otherwise specified in Section E of this RFP.

8. **ORAL PRESENTATION:**
An oral presentation may be requested of any firm, at the Evaluation Committee's discretion. If an oral presentation is requested the written evaluation process shall be utilized to short list proposals. If required as part of the evaluation process, the oral presentation shall be scored as specified in Section E of the RFP. The most qualified firm as determined by evaluation process shall proceed with the contracting process.

9. **CONFLICT OF INTEREST:**

a) The Proposer 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 services required hereunder. The Proposer further represents that no person having any such interest shall be employed by Proposer during the agreement term and any extensions. In addition, the Proposer shall not offer gifts or gratuities to County Employees as County Employees are not permitted to accept gifts or gratuities. By signing this proposal document, the Proposer acknowledges that no gifts or gratuities have been offered to County Employees or anyone else involved in this competitive proposal process.

b) The Proposer shall promptly notify the County's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Proposer may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Proposer. The County agrees to notify the Proposer of its opinion, by certified mail, within thirty days of receipt of notification from the Proposer.

c) It is essential to government procurement that the process be open, equitable and ethical. To this end, if potential unethical practices including but not limited to collusion, receipt or solicitation of gifts and conflicts of interest (direct/indirect) etc. are observed or perceived, please report such activity to:

Pinellas County Clerk of Circuit Court – Division of Inspector General

Phone – **(727) 45FRAUD** (453-7283)
Fax – 727-464-8386

10. **WITHDRAWAL OF PROPOSAL:**
A proposal may be withdrawn prior to the time set for the proposal submittal, based on a written request from an authorized representative of the firm; however, a proposal may not be withdrawn after the time set for the proposal submittal for a period of time as specified on page one (1) of this RFP.

11. **LATE PROPOSAL OR MODIFICATIONS:**
Proposals and modifications received after the time set for the proposal submittal will not be considered; however, modifications in writing received prior to the time set for the proposal submittal will be accepted. **Late proposals will not be accepted and shall be rejected. The time clock stamp located in Pinellas County Purchasing Department shall be the official time stamp.**

SECTION A - GENERAL CONDITIONS

12. **PROPOSALS FROM RELATED PARTIES / MULTIPLE PROPOSALS RECEIVED FROM ONE VENDOR:**
Where two (2) or more related parties each submit a proposal or multiple proposals are received from one (1) vendor, for any contract, such proposals shall be judged non-responsive. Related parties mean proposers or the principles thereof, which have a direct or indirect ownership interest in another proposer for the same contract or in which a parent company or the principles thereof of one (1) proposer have a direct or indirect ownership interest in another bidder or proposer for the same contract.

13. **JOINT VENTURES:**
All proposers intending to submit a proposal as a Joint Venture are required to have filed proper documents with the Florida Department of State, the Division of Professions, Construction Industry Licensing Board and any other state or local licensing Agency prior to submitting the proposal (see Section 489.119 Florida Statutes).

Joint Venture Firms must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal joint venture Agreement between all joint venture parties, indicating their respective roles, responsibilities and levels of participation for the project.

14. **PROVISION FOR OTHER AGENCIES:**
Unless otherwise stipulated by the proposer, the proposer agrees to make available to all Government agencies, departments, and municipalities the proposal prices submitted in accordance with said proposal terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all state of Florida agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, special districts, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.

15. **COLLUSION:**
The proposer, by signing this proposal, agrees to the following: "Proposer certifies that its proposal is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action".

16. **PUBLIC ENTITY CRIME AND SCRUTINIZED COMPANIES:**
Contractor is directed to the Florida Public Entity Crime Act, Fla. Stat. 287.133, and Fla. Stat. 287.135 regarding Scrutinized Companies, and Contractor agrees that its bid and, if awarded, its performance of the agreement will comply with all applicable laws including those referenced herein. Contractor represents and certifies that Contractor is and will at all times remain eligible to bid for and perform the services subject to the requirements of these, and other applicable, laws. Contractor agrees that any contract awarded to Contractor will be subject to termination by the County if Contractor fails to comply or to maintain such compliance.

17. **VARIANCE FROM STANDARD TERMS & CONDITIONS:**
All standard terms and conditions stated in Section A apply to this RFP and may be incorporated into the Services Agreement as deemed necessary by the County, except as specifically stated in the subsequent sections of the document, which take precedence over Section A.

18. **ADA REQUIREMENT FOR PUBLIC NOTICES:**
Persons with disabilities requiring reasonable accommodation to participate in any proceeding or event related to this RFP, should call 727/464-4062 (voice/tdd) fax 727/464-4157, not later than seven days prior to the proceeding or event.

19. **PROCUREMENT POLICY FOR RECYCLED MATERIALS:**
Pinellas County wishes to encourage its proposer to use recycled products in fulfilling contractual obligations to the County and that such a policy will serve as a model for other public entities and private sector companies.

When awarding a purchase of five thousand dollars ($5,000) or less, or recommending a purchase in excess of five thousand dollars ($5,000) for products, materials, or services, the Director of Purchasing may allow a preference to a responsive proposer who certifies that their product or material contains the greatest percentage of postconsumer material. If they are submitting a proposal on paper products they must certify that their materials and/or products contain at least the content recommended by the EPA guidelines.

On all proposals over fifty thousand dollars ($50,000), or as required by law, the Director of Purchasing shall require vendors to specify which products have recycled materials, what percentage or amount is postconsumer material, and to provide certification of the percentages of recycled materials used in the manufacture of goods and commodities procured by the County.

SECTION A - GENERAL CONDITIONS

Price preference is not the preferred practice the County wishes to employ in meeting the goals of this resolution. If a price preference is deemed to serve the best interest of the County and further supports the purchase of recycled materials, the Director of Purchasing will make a recommendation that a price preference be allowed up to an amount not to exceed 10% above the lowest complying proposal received.

DEFINITIONS:

Recovered Materials: Materials that have recycling potential, can be recycled, and have been diverted or removed from the solid waste stream for sale, use or reuse, by separation, collection, or processing.

Recycled Materials: Materials that contain recovered materials. This term may include internally generated scrap that is commonly used in industrial or manufacturing processes, waste or scrap purchased from another manufacturer and used in the same or a closely related product.

Postconsumer Materials: Materials which have been used by a business or a consumer and have served their intended end use, and have been separated or diverted from the solid waste stream for the purpose of recycling, such as; newspaper, aluminum, glass containers, plastic containers, office paper, corrugated boxes, pallets or other items which can be used in the remanufacturing process.

20. **ADDITIONAL REQUIREMENTS:**
The County reserves the right to request additional services from the Contractor if provided in the Services Agreement.

21. **SERVICES AGREEMENT:**
In addition to being subject to all terms and conditions in this RFP, all responses are subject to the terms and conditions in the Services Agreement attached to the RFP. Additional or modified terms and conditions in the Services Agreement may be necessary depending on the responses to the RFP, including any exceptions stated by the Proposer as required by Section A, paragraph 1(c) of this RFP. However, the County objects to and shall not be bound by any additional or modified terms and conditions that are in conflict with the terms and conditions in the Services Agreement, or are not acceptable to, or have been declared to be non-negotiable by the County, as determined in its sole discretion.

22. **INTEGRITY OF REQUEST FOR PROPOSAL (RFP) DOCUMENTS:**
Proposers shall use the original RFP Form(s) provided by the Purchasing Department and enter information only in the spaces where a response is requested. Proposers may use an attachment as an *addendum* to the RFP Form(s) if sufficient space is not available on the original form for the proposer to enter a complete response. **Any modifications or alterations to the original RFP documents by the proposer, whether intentional or otherwise, will constitute grounds for rejection of a RFP.** Any such modifications or alterations a proposer wishes to propose must be clearly stated in the proposer's RFP response and presented in the form of an addendum to the original RFP documents.

23. **PUBLIC RECORDS/TRADE SECRETS:**
Pinellas County Government is subject to the Florida Public Records law (Chapter 119, Florida Statutes), and all documents, materials, and data submitted to any solicitation as part of the response are governed by the disclosure, exemption and confidentiality provisions relating to public records in Florida Statutes. Except for materials that are "trade secrets" or "confidential" as defined by applicable Florida law, ownership of all documents, materials, and data submitted in response to the solicitation shall belong exclusively to the County.

To the extent that Proposer desires to maintain the confidentiality of materials that constitute trade secrets pursuant to Florida law, trade secret material submitted must be identified by some distinct method that the materials that constitute a trade secret, and Proposer shall provide an additional copy of the proposal that redacts all designated trade secrets. By submitting materials that are designated as trade secrets and signature of the Proposer on its Proposal, Proposer acknowledges and agrees:

(i) that after notice from the County that a public records request has been made for the materials designated as a trade secret, the Proposer shall be solely responsible for defending its determination that submitted material is a trade secret that is not subject to disclosure at its sole cost, which action shall be taken immediately, but no later than 10 calendar days from the date of notification or Proposer will be deemed to have waived the trade secret designation of the materials;

SECTION A - GENERAL CONDITIONS

(ii) that to the extent that the proposal with trade secret materials is evaluated, the County and it officials, employees, agents, and representatives in any way involved in processing, evaluating, negotiating contract terms, approving any contract based on the proposal, or engaging in any other activity relating to the competitive selection process are hereby granted full rights to access, view, consider, and discuss the materials designated as trade secrets through the final contract award;

(iii) to indemnify and hold the County, and its officials, employees, agents and representatives harmless from any actions, damages (including attorney's fees and costs), or claims arising from or related to the designation of trade secrets by the Proposer, including actions or claims arising from the County's non-disclosure of the trade secret materials.

(iv) that information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statues and Pinellas County public record policies. Proposer agrees, prior to providing goods/services, it will implement policies and procedures, which are subject to approval by the County, to maintain, produce, secure and retain public records in accordance with applicable laws, regulations, and County Policies including but not limited to Section 119.0701, Florida Statues.

(v) **If the contractor has questions regarding the application of Chapter 119, Florida Statues, 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.**

Notwithstanding any other provision in the solicitation, the classification as trade secret of the entire proposal document, line item and/or total proposal prices, the work, services, project, goods, and/or products to be provided by Proposer, or any information, data, or materials that may be part of or incorporated into a contract between the County and the Proposer is not acceptable to the County and will result in a determination that the proposal is nonresponsive; the classification as trade secret of any other portion of a proposal document may result in a determination that the proposal is non-responsive.

24. **LOBBYING:**

Lobbying shall be prohibited on all county competitive selection processes, and contract awards pursuant to this division, including but not limited to requests for proposals, requests for quotations, requests for qualifications, bids or the award of purchasing contracts of any type. The purpose of this prohibition is to protect the integrity of the procurement process by shielding it from undue influences prior to the contract award or the competitive selection process is otherwise concluded. However, nothing herein shall prohibit a prospective bidder/proposer/protestor from contacting the purchasing department or the county attorney's office to address situations such as clarification and/or questions related to the procurement process.

Lobbying of evaluation committee members, county government employees, or elected/appointed officials, or advisory board members regarding request for proposals, requests for quotations, requests for qualifications, bids, or purchasing contracts, by the bidder/proposer any member of the bidder's/proposer'ss staff, any agent or representative of the bidder/proposer, or any person employed by any legal entity affiliated with or representing a bidder/proposer/protestor, is strictly prohibited from the date of the advertisement, or on a date otherwise established by the board of county commissioners, until either an award is final or the competitive selection process is otherwise concluded. Any lobbying activities in violation of this section or on behalf of a bidder/proposer shall result in the disqualification or rejection of the proposal, quotation, statement of qualification, bid or contract.

For purposes of this provision, lobbying shall mean influencing or attempting to influence action or non-action, and/or attempting to obtain the goodwill of persons specified herein relating to the selection, ranking, or contract award in connection with any request for proposal, request for quotation, requests for qualification, bid or purchasing contract through direct or indirect oral or written communication. The final award of a purchasing contract shall be the effective date of the purchasing contract.

Any evaluation committee member, county government employee or elected/appointed official, or advisory board member who has been lobbied shall immediately report the lobbying activity to the director of purchasing.

SECTION A - GENERAL CONDITIONS

25. **PROTEST PROCEDURE:**

As per Section 2-162 of County Code

(a) *Right to protest.* Any prospective bidder or proposer who is aggrieved by the contents of the bid or proposal package, or any bidder or proposer who is aggrieved in connection with the recommended award on a bid or proposal solicitation, may file a written protest to the director of purchasing as provided herein. This right to protest is strictly limited to those procurements of goods or services solicitated through invitations to bid or requests for proposals, including solicitations pursuant to § 287.055, Florida Statutes, the "Consultants' Competitive Negotiation Act." No other actions or recommendations in connection with a solicitation can be protested, including: (i) requests for quotations or requests for qualifications; (ii) rejection of some, all or parts of bids or proposals; (iii) disqualification of bidders or proposers as non-responsive or nonresponsible; or (iv) recommended awards less than the mandatory bid or proposal amount. Protests failing to comply with the provisions of this section 2-162 shall not be reviewed.

(b) *Posting.* The purchasing department shall post the recommended award on the departmental website no less than five (5) full business days after the decision to recommend the award is made.

(c) *Requirements to protest.*

(1) If the protest relates to the content of the bid/proposal package, a formal written protest must be filed no later than 5:00 p.m. on the fifth full business day after issuance of the bid/proposal package.

(2) If the protest relates to the recommended award of a bid or proposal, a formal written protest must be filed no later than 5:00 p.m., on the fifth full business day after posting of the award recommendation.

(3) The formal written protest shall identify the protesting party and the solicitation involved; include a statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances or other legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds.

(4) A formal written protest is considered filed with the county when the purchasing department receives it. Accordingly, a protest is not timely filed unless it is received within the time specified above by the purchasing department. Failure to file a formal written protest within the time period specified shall constitute a waiver of the right to protest and result in relinquishment of all rights to protest by the bidder/proposer.

(d) *Rights of interested parties.* Bidders or proposers, other than the protestor, which would be directly affected by the favorable resolution of a protest relating to a recommended award, shall have the right to provide written documentation related to the protested solicitation. Said interested parties shall be solely responsible for determining whether a protest has been filed. Any documentation submitted by an interested party must be filed with the director of purchasing no later than 5:00 p.m. on the fifth full business day after the purchasing department posts notification that a protest has been filed. Any interested party submitting documentation shall bear all costs, including legal representation, relating to the submission.

(e) *Sole remedy.* These procedures shall be the sole remedy for challenging the content of the bid or proposal package or the recommended award.

(f) *Lobbying.* Protestors, and interested parties as defined subsection (d), and anyone acting on their behalf, are prohibited from attempts to influence, persuade, or promote a bid or proposal protest through any other channels or means, and contacting any Pinellas County official, employee, advisory board member, or representative to discuss any matter relating in any way to the solicitation being protested, other than the purchasing department's or county attorney's office employees. The prohibitions provided for herein shall begin with the filing of the protest and end upon the final disposition of the protest; provided however, at all times protestors shall be subject to the procurement lobbying prohibitions in section 2-189 of this code. Failure to adhere to the prohibitions herein shall result in the rejection of the protest without further consideration.

(g) *Time limits.* The time limits in which protests must be filed as specified herein may be altered by specific provisions in the bid/request for proposal.

SECTION A - GENERAL CONDITIONS

(h) *Authority to resolve.* The director of purchasing shall resolve the protest in accordance with the documentation and applicable legal authorities and shall issue a written decision to the protestor no later than 5:00 p.m. on the tenth full business day after the filing thereof.

(i) *Review of purchasing director's decision.*

(1) The protesting party may request a review of the purchasing director's decision to the county administrator by delivering written request for review of the decision to the director of purchasing by 5:00 p.m. on the fifth full business day after the date of the written decision. The written notice shall include any materials, statements, and arguments which the bidder/proposer deems relevant to the issues raised in the request to review the decision of the purchasing director.

(2) The county administrator shall issue a decision in writing stating the reason for the action with a copy furnished to the protesting party no later than 5:00 p.m., on the seventh full business day after receipt of the request for review. The decision shall be final and conclusive as to the county unless a party commences action in a court of competent jurisdiction.

(j) *Stay of procurement during protests.* There shall be no stay of procurement during protests.

SECTION B - SPECIAL CONDITIONS

PROPOSAL TITLE: ONLINE AUCTION SERVICES OF MISCELLANEOUS SURPLUS (CO-OP)

PROPOSAL NUMBER: 156-0227-R (RG)

1. **INTENT:**

The purpose of this Request for Proposal (RFP) is to solicit competitive sealed proposals for on-line auction services for the sale of miscellaneous surplus equipment to include but not limited to computers, monitors, printers, tools, construction equipment, furniture, etc. for the following agencies:

- 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

Each participating governmental entity shall make their own award and will be responsible for issuing its own purchase order and order placement.

2. **PROPOSAL REQUIREMENTS**:

Each proposal shall at a minimum address and/or include the following information and documentation in sufficient detail for the County to evaluate the Proposer's qualifications, as well as the methods, manner, proposed completion schedule if applicable, and the cost to complete the Section E Scope of Work:

a) A statement describing the Proposer's qualifications and experience in administering online surplus auction programs, information of proposed key personnel, client base, volume of sales, etc.

b) A description of the proposed solution features and functionality, including available training and support, as well as, any value added services.

c) A description of your company's approach for maximizing revenues, to include but not limited to advertising strategies, frequency of auctions, size and demographics of bidders list, etc.

d) A Statement of Work that 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. The Proposer's Statement of Work shall be in a form that can be incorporated into the Services Agreement at the County's option.

e) Fees - To include the proposed commission fee / buyer's premium for services, as a percentage of the gross sales and any other related costs.

f) Rebates - information about available rebates for Pinellas County, as the Lead Agency in this cooperative contract.

g) Any exceptions to any section of this RFP.

3. **TERM OF SERVICES AGREEMENT:**

Duration of the contract shall be for the period of **SIXTY (60)** months, from the date of execution of the agreement unless otherwise indicated.

SECTION B - SPECIAL CONDITIONS

4. **FEES AND EXPENSES:**
The agreed to compensation will include all standard day-to-day administrative, overhead and internal expenses; including, but not limited to:

- costs of bonds and insurance premiums as required by this RFP
- support
- office supplies
- safety equipment
- consumables
- other consulting services
- special presentations
- regular and certified postage
- computer/software
- equipment and usage
- telephone charges
- emails
- electronic data transmission fees
- standard copier usage
- fax charges
- travel, per diem and lodging charges, unless otherwise agreed to by the County in the Services Agreement

Travel and lodging expenses will be included in the lump sum proposal and will be paid in accordance with Florida Statute 112.061.

5. **TIME LINE:**

Following is a listing of actions and anticipated dates; the County reserves the right to change the dates, if necessary.

Date	
APRIL 14, 2016	Advertising & Publishing RFP
APRIL 29, 2016	Deadline for Questions/Clarifications
MAY 10, 2016	Proposals due in Purchasing by 3:00 p.m. Public bid opening to follow immediately.
JUNE 2016	Evaluation of the RFP
JUNE 2016	Recommendation due to Purchasing from Dept
JULY 2016	Submit recommendation to Board for Award of Contract

6. **PROPOSAL SUBMITTAL COPIES:**
Proposals shall be submitted in one (1) original paper document and ONE (1) electronic media file copy (CDs/DVDs or Travel Drives in PDF format). The preferred method is PDF conversion from the Proposer's source files (to minimize file size and maximize quality and accessibility) rather than scanning so that the County can open, print, read and save the pdf file you have created. To ensure consistency, the electronic copy should be ONE file document and in the same order as the paper original. If this is not possible, the electronic copy files should be in the same order as the paper copy, with a directory listing of the files.

Please note the evaluation committee will use the electronic media copies to review your submittal. Failure to include all information in the electronic media copies may have an impact on your evaluation scores.

SECTION C – INSURANCE REQUIREMENTS

1. LIMITATIONS ON LIABILITY. By submitting a Proposal, the Proposer acknowledges and agrees that the services will be provided without any limitation on Proposer's liability. The County objects to and shall not be bound by any term or provision that purports to limit the Proposer's liability to any specified amount in the performance of the services. Proposer shall state any exceptions to this provision in its response, including specifying the proposed limits of liability in the stated exception to be included in the Services Agreement. Proposer is deemed to have accepted and agreed to provide the services without any limitation on Proposer's liability that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its prohibition on any limitation on Proposer's liability as non-negotiable, to disqualify any Proposal that includes exceptions to this prohibition on any limitation on Proposer's liability, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.

2. INDEMNIFICATION. By submitting a Proposal, the Proposer acknowledges and agrees to be bound by and subject to the County's indemnification provisions as set out in the Services Agreement. The County objects to and shall not be bound by any term or provision that purports to modify or amend the Proposer's indemnification obligations in the Services Agreement, or requires the County to indemnify and/or hold the Proposer harmless in any way related to the services. Proposer shall state any exceptions to this provision in the response, including specifying the proposed revisions to the Services Agreement indemnification provisions, or the proposed indemnification from the County to the Proposer to be included in the Services Agreement. Proposer is deemed to have accepted and agreed to provide the services subject to the Services Agreement indemnification provisions that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its indemnification requirements as non-negotiable, to disqualify any Proposal that includes exceptions to this paragraph, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.

3. INSURANCE:

   a) Proposal submittals should include, the Proposers current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Proposer does not currently meet insurance requirements, proposer/bidder/quoter shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place within 10 days after award recommendation.

   b) Within 10 days of **contract award** and prior to commencement of work, Proposer 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.**

   c) 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.

   d) 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.

   e) 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.

SECTION C – INSURANCE REQUIREMENTS

(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.

f) 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.

g) 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.

h) 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.

(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.

SECTION C – INSURANCE REQUIREMENTS

(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).

i) 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

SECTION C – INSURANCE REQUIREMENTS

(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.

SECTION D – VENDOR REFERENCES

PROPOSAL TITLE: ONLINE AUCTION SERVICES OF MISCELLANEOUS SURPLUS (CO-OP)

PROPOSAL NUMBER: 156-0227-R (RG)

THE FOLLOWING INFORMATION IS REQUIRED IN ORDER THAT YOUR PROPOSAL MAY BE REVIEWED AND PROPERLY EVALUATED.

COMPANY NAME: _____

LENGTH OF TIME COMPANY HAS BEEN IN BUSINESS: _____

BUSINESS ADDRESS: _____

HOW LONG IN PRESENT LOCATION: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

TOTAL NUMBER OF CURRENT EMPLOYEES: _____ FULL TIME _____ PART TIME

NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT: _____

All references will be contacted by a County Designee via email, fax, mail or phone call to obtain answers to questions, as applicable before an evaluation decision is made.

LOCAL COMMERCIAL AND/OR GOVERNMENTAL REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR:

1.
COMPANY: _____

ADDRESS: _____

TELEPHONE/FAX: _____

CONTACT: _____

CONTACT EMAIL; _____

COMPANY EMAIL ADDRESS: _____

2.
COMPANY: _____

ADDRESS: _____

TELEPHONE/FAX: _____

CONTACT: _____

CONTACT EMAIL: _____

COMPANY EMAIL ADDRESS: _____

3.
COMPANY: _____

ADDRESS: _____

TELEPHONE/FAX: _____

CONTACT: _____

CONTACT EMAIL: _____

COMPANY EMAIL ADDRESS: _____

4.
COMPANY: _____

ADDRESS: _____

TELEPHONE/FAX: _____

CONTACT: _____

CONTACT EMAIL: _____

COMPANY EMAIL ADDRESS: _____

SECTION E – SCOPE OF WORK

PROPOSAL TITLE: ONLINE AUCTION SERVICES OF MISCELLANEOUS SURPLUS (CO-OP)

PROPOSAL NUMBER: 156-0227-R (RG)

A. OBJECTIVE:

Pinellas County, as the Lead Agency for this cooperative procurement process, is seeking to establish a contract with a qualified online auction service provider offering a comprehensive web based auction system for the sale of miscellaneous surplus equipment to include but not limited to computers, monitors, printers, tools, construction equipment, furniture, etc. The objectives with an online auction service program are as follows:

- Reduction in on-hand surplus inventory and related inventory carrying costs
- Increase market presence and bidder base
- Increase bid price for auction items
- Ease of online auction program administration, including but not limited to posting and marketing of auctions, receiving payment from bidders, blocking bidders and invoicing.

Proposers are encouraged to provide creative solutions and to identify additional areas (scope, requirements and fees).

B. BACKGROUND:

The following table illustrates the gross proceeds for some of the agencies intending to make awards of this co-op for previous three (3) years:

- City of Dunedin - $25,962.02
- City of Jacksonville - $2,030,130.93
- Miami Dade County- $4,791,991.42
- Pasco County Schools - $101,866.00
- Pinellas County Board of County Commissioners -$338,271.00
- Polk County- $47,245.76
- Tampa International Airport - $67,000.00

C. MINIMUM REQUIREMENTS:

1. Proposers shall have the applicable experience performing online auctioning services, specifically with municipal and governmental agencies.
2. Proposals shall describe the proposed advertising strategy to increase participant agency's revenues.
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.
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.
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.

SECTION E – SCOPE OF WORK

6. The solution proposed shall at a minimum provide the following:
    a) Accept descriptive information concerning an asset including unlimited photos
    b) Allow different auction phases based upon dates and times
    c) Allow the participant agency to set minimum starting prices, bid increments and reserves
    d) Have multiple line items per lot (i.e., computers);
    e) Have one asset per listing (i.e., refrigerator);
    f) Ability to have multiple lots per auction (150 line items-equipment);
    g) Add sales tax (currently at 7%) to the winning bids;
    h) List specific times for public viewing and different times for pick-up of the equipment;
    i) List multiple locations and complete descriptions including terms of sale;
    j) Have multiple starting and ending times;
    k) Provide real-time monitoring of the auctions in progress
    l) Provide auction detail and summary data; including detailed reporting and records in electronic format.
7. The proposed solution shall have the capability of disallowing (banning) a defaulted buyer from bidding on future surplus.
8. The proposer shall have a back-up system for emergencies.
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.
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.
11. During the auction process:
    a) The participant agency reserves the right to reject any and all bids.
    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.
    c) The successful proposer will not be operating and/or in possession of participant agency's equipment.
    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.
    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".

SECTION E – SCOPE OF WORK

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.
    b) The successful proposer's representative shall contact the participant agency prior to the anticipated pickup to schedule dates, time and route
    c) The successful bidder shall be fully responsible for all pickup and removal activities of purchased miscellaneous equipment after the sale has been completed.
    d) Under no circumstances will the participant agency assume responsibility for any packing, loading or shipping.
    e) Upon removal of the property, all sales shall be final; no returns and no exchanges.
    f) The successful proposer shall have the ability to disperse sale proceeds to the participant agency on a time interval designated by the County.

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
    b) Guidance in the posting of assets
    c) Provide ongoing training and support, either on-site, webinars or via telephone.
    d) Procedures for taking and posting pictures of assets
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
3. Auction Reports
    a) The successful proposer shall maintain an inventory of all items listed for sale.
    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 the auction
        - Commission charges and net proceeds

E. REBATES

1. Provide information about available rebates the County, as the Lead Agency, will receive for auctions held by the members of this cooperative contract.
2. Proposers shall state proposed percentages and a description of how such rebates will be calculated and how and when those will be paid to the County.

SECTION E – SCOPE OF WORK

F. EVALUATION CRITERIA:

The evaluation process will consist of two (2) distinct phases. The phases are as follows:

Phase 1: Evaluation of the RFP Proposals based the Evaluation Criteria listed below. The top scoring products/proposals, as determined by the Evaluation Committee, from Phase 1 Evaluation will proceed to Phase 2. (Total: 800 points)

Phase 2: Evaluation of the demonstration of the vendor's software functionality. An additional 200 points are available for this phase. (Total: 200 points)
Location, date and time of the demonstration to be determined.

PHASE 1- PROPOSAL ASSESSMENT

1. **Qualifications and Experience (100 Points)**
   Provide the following:
   a) Qualifications of the firm and its proposed personnel (account representatives)
   b) The number of years the proposer's online surplus auction program has been in place, as well as, the number of years of business in the State of Florida
   c) Experience with government agencies when considering years in business
   d) Ownership Interests
   e) Annual generated revenues

2. **Proposed Solution (200 Points)**
   Provide information related to the minimum requirements including below areas but not limited to:
   a) Describe the account's representative roles and responsibilities.
   b) Describe what reporting capabilities are available to the participant agency.
   c) Describe the system's security capabilities.
   d) Describe the accounting process and online capabilities including but not limited to documentation of payment and non-payment by buyers and invoicing.
   e) Describe the available training and technical support
   f) Value added services such as available rebates, providing assistance in preparations for the auction, taking pictures, placing the required information on the website, specialized marketing of certain items, etc.

3. **Approach to maximizing revenues (50 Available Points)**
   To include but not limited to advertising strategies, frequency of auctions, size and demographics of bidders list, etc.

4. **Statement of Work (150 Available Points)**
   A Statement of Work that 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. The Proposer's Statement of Work shall be in a form that can be incorporated into the Services Agreement at the County's option.

5. **Fees (250 Available Points)**

   Provide proposed commission fee / buyer's premium for services, as a percentage of the gross sales and any other related costs. Refer to Attachment 1- Fee Structure.

6. **Rebates (25 Available Points)**
   Available rebates Pinellas County, as the Lead Agency, will receive for auctions held by the members of this cooperative contract.

7. **No Exceptions to RFP (25 Available Points)**
   Proposer is advised that exceptions to any terms and conditions contained in this RFP or the Services Agreement must be stated with specificity in its response to the RFP. The points available under this criterion may be deducted if the Proposer takes exception to any language to this RFP package.

SECTION E – SCOPE OF WORK

PHASE 2 – ON-SITE DEMONSTRATION

1. **Demonstrated system functionality (200 points)**

   Vendor will demonstrate the following aspects of their software:

   a) Features
   b) Ease of Use
   c) Accessibility

F. PROPOSAL ORGANIZATION:

Proposers are expected to organize their proposals in such a manner as to facilitate the evaluation process. Proposals should be keyed or indexed to correspond with this Request for Proposal. Responses should be correlated to the specific submittal, Criterion, section or paragraph number of the request for proposal being addressed.

Section 1	Executive Summary
Section 2	Qualifications and Experience
Section 3	Vendor References (Section D of RFP)
Section 4	Proposed Solution
Section 5	Approach to Maximizing Revenue
Section 6	Statement of Work
Section 7	Fees (Attachment 1)
Section 8	Rebates
Section 9	Exceptions to any of the County's Terms and Conditions
Section 10	Forms • Signature Page • W-9 Form • Addendum Acknowledgement Form (if Applicable)

All proposals shall be signed by authorized principals of the firm.

Proposals are to be submitted in a sealed envelope. The face of the envelope shall indicate the RFP number, name, and address of the firm, and title of the proposal.

Proposals are to be submitted to Pinellas County Purchasing Department, 400 S. Ft. Harrison Avenue, 6th Floor, Clearwater, FL 33756 by the date and time indicated on the cover sheet.

Proposals shall be submitted in one (1) original and one (1) electronic media file (USB, CD, etc).

An award may not be issued without proof that your firm is registered with the Florida Division of Corporations, as per Florida Statute §607.1501 (http://www.flsenate.gov/Laws/Statutes/2011/607.1501).

A foreign corporation (foreign to the State of Florida) may not transact business in this state until it obtains a certificate of authority from the Department of State. Please visit www.sunbiz.org for this information on how to become registered.

ATTACHMENT 1- FEE STRUCTURE

PROPOSAL TITLE: ONLINE AUCTION SERVICES OF MISCELLANEOUS SURPLUS (CO-OP)

PROPOSAL NUMBER: 156-0227-R (RG)

COMMISSION STRUCTURE SUMMARY AND BUYER'S PREMIUM / FEE):	COMMISSION FEE	BUYER'S FEE
• Items with sale price less than $5,000	____%	____%
• Items with sale price between $5,001 - $15,000	____%	____%
• Items with sale price over $15,000	____%	____%

**NOTE: The following scenario will be used to score Criterion # 5 - Fees*

Sale Price	Buyer's fee	Commission Fee (% of gross sales)		Net Sales (Sale Price – Commission Fee)
$800.00	___%	___%	$_____	$_____
$2,300.00	___%	___%	$_____	$_____
$4,900.00	___%	___%	$_____	$_____
$12,500.00	___%	___%	$_____	$_____
$9,100.00	___%	___%	$_____	$_____
$14,500.00	___%	___%	$_____	$_____
$17,000.00	___%	___%	$_____	$_____
$22,500.00	___%	___%	$_____	$_____
$50,000.00	___%	___%	$_____	$_____
			Totals	*$*_____

_____
Name / Title of Authorized Agent

_____ _____
Signature Date

W-9 REQUEST FOR TAXPAYER ID NUMBER AND CERTIFICATION

Substitute Form **W-9**

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined in the instructions).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶

***Instructions to Form W-9 available upon request.**

Detach on the perforation

Section 119.071(5), Florida Statutes Notice:

Your Tax Identification Number (which for individuals is your social security number) is collected on Form W9 for use in filing information returns with the IRS as described more fully below. Collection of the tax identification number (or social security number as applicable) is mandatory pursuant to Section 6109 of the Internal Revenue Code (26 U.S.C § 6109).

Privacy Act Notice:

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

SECTION G – ADDENDA ACKNOWLEDGMENT FORM

PROPOSAL TITLE: ONLINE AUCTION SERVICES OF MISCELLANEOUS SURPLUS (CO-OP)

PROPOSAL NUMBER: 156-0227-R (RG)

PLEASE ACKNOWLEDGE RECEIPT OF ADDENDA FOR THIS RFP BY SIGNING AND DATING BELOW:

ADDENDA NO.	SIGNATURE/PRINTED NAME	DATE RECEIVED

Note: Prior to submitting the response to this solicitation, it is the responsibility of the firm submitting a response to confirm if any addenda have been issued. If such document(s) has been issued, acknowledge receipt by signature and date in sections above. Failure to do so may result in being considered non-responsive or result in lowering the rating of a firm's proposal.

Information regarding Addenda issued is available on the Purchasing Department section of the County's website at, www.pinellascounty.org/purchase/Current_bids1.htm , listed under category 'Current Bids'.

SECTION H – STATEMENT OF NO BID

NOTE: If you do not intend to submit a proposal on this requirement, please return this form immediately. ***Thank you.***

[Pinellas County Purchasing Department
400 South Fort Harrison Avenue, 6th Floor
Clearwater, Florida 33756]

We, the undersigned have declined to submit a proposal for RFP No. 156-0227-R (RG) for **ONLINE AUCTION SERVICES FOR MISCELLANEOUS SURPLUS (CO-OP).**

_____ Specifications too "tight", i.e., geared toward one brand or manufacturer only (explain below).
_____ Insufficient time to respond to the Request for Proposal.
_____ We do not offer this product or service.
_____ Our schedule would not permit us to perform.
_____ Unable to meet specifications.
_____ Unable to meet Bond requirement.
_____ Specifications unclear (explain below).
_____ Unable to Meet Insurance Requirements.
_____ Remove Us from Your "Notification List" Altogether
_____ Other (specify below).

REMARKS:

_____

_____

_____

_____

We understand that if the "No Proposal" letter is not executed and returned our name may be deleted from the Bidders List of Pinellas County.

COMPANY NAME: _____

DATE: _____

SIGNATURE: _____

TYPED NAME OF ABOVE: _____

TELEPHONE: _____

FAX: _____

EMAIL: _____

SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is made as of this _____ day of_____, 20_____ ("Effective Date"), by and between Pinellas County, a political subdivision of the State of Florida ("County"), and _____, _____("Contractor") (individually, "Party," collectively, "Parties").

W I T N E S S E T H:

WHEREAS, the County requested proposals pursuant to _____("RFP") for _____ services; 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. <u>Definitions.</u>

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 1 of the Florida Constitution, or other applicable law, including, but not limited to, data or information referenced in _____, 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 _____.

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 (select appropriate box):

☐ the Effective Date; or

☐ _____, 20_____,

☐ and shall remain in full force and effect for_____

B. Term Extension. (Select appropriate box.)

☐ 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.

☐ The Parties may extend the term of this Agreement for ___ ( ) additional _____ ( ) month period(s) pursuant to the same terms, conditions, and pricing set forth in the Agreement by mutually executing an amendment to this Agreement, as provided herein.

5. Compensation and Method of Payment.

A. Services Fee. As total compensation for the Services, the County shall pay the Contractor the sums as provided in this Section 5 ("Services Fee"), pursuant to the terms and conditions as provided in this Agreement. 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. In no event will the Services Fee paid exceed the not-to-exceed sums set out in subsections 5.B. and C., unless the Parties agree to increase this sum by written amendment as authorized in Section 21 of the Agreement.

B. ☐ The County agrees to pay the Contractor the not-to-exceed sum of $_____,

☐ For Services completed and accepted as provided in Section 15 herein if applicable, payable [*INSERT APPROPRIATE OPTIONS AND DELETE THE REMAINING OPTIONS*] [in equal monthly payments of $___ beginning on the first day of the month commencing on ___, 20__, upon submittal of an invoice as required herein.]

☐ on a fixed-fee basis for the deliverables as set out in Exhibit _____, payable upon submittal of an invoice as required herein.

☐ [at the following hourly rates (select appropriate box):

☐ the hourly rate of $_____; or

☐ [*DESCRIBE PAYMENT TERMS*] _____

_____

C. Travel Expenses. (Select appropriate box.)

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

☐ The County shall reimburse the Contractor the sum of not-to-exceed $_____ for the travel expenses incurred in accordance with Section 112.061, Florida Statutes, and/or County Travel Policy, and as approved in writing in advance by _____.

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

E. Payments. Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by County. Invoices shall be submitted to (select appropriate box):

☐ to the designated person as set out in Section 18 herein;

☐ as provided in Exhibit ____ attached hereto.

For time and materials Services, all Contractor Personnel shall maintain logs of time worked, and each invoice shall state the date and number of hours worked for Services authorized to be billed on a time and materials basis. All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, "The Local Government Prompt Payment Act." The County may dispute any payments invoiced by Contractor in accordance with the County's Invoice Payments Dispute Resolution Process 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.

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.

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.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT: If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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 _____, 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 _____ 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 *[Proposer]*_____. 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. (Select appropriate box.)

☐ 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.

☐ This Agreement, and all rights or obligations hereunder, shall not be assigned, transferred, or delegated in whole or in part, including by acquisition of assets, merger, consolidation, dissolution, operation of law, change in effective control of the Contractor, or any other assignment, transfer, or delegation of rights or obligations, without the prior written consent of the County. The Contractor shall provide written notice to the County within fifteen (15) calendar days of any action or occurrence assigning the Agreement or any rights or obligations hereunder as described in this section. In the event the County does not consent to the assignment, as determined in its sole discretion, the purported assignment in violation of this section shall be null and void, and the County may elect to terminate this Agreement by providing written notice of its election to terminate pursuant to this provision upon fifteen (15) days notice to Contractor.

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

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:	For Contractor:
Attn:_____	Attn:_____
_____	_____
_____	_____
_____	_____

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; and during the term of this Agreement, Contractor shall not _____.

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, including _____ and other documentation or improvements related thereto, 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. <u>Entire Agreement.</u> 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 _____

By:_____

[ADD CONTRACTOR'S NAME BELOW]
_____

By:_____
Name: _____
Title: _____

[Corporate Seal]

ATTEST:

By: _____
(Attesting Witness' name/title)

[INSERT ATTEST BOX BELOW FOR BOARD OF COUNTY COMMISSIONER AGREEMENTS]
[SUBJECT TO CHANGE]
ATTEST:
KEN BURKE, CLERK OF COURT

By:_____
Deputy Clerk

APPROVED AS TO FORM

By:_____
Office of the County Attorney

EXHIBIT A

SCOPE OF WORK

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(Document to be Provided Prior to Agreement Execution)

EXHIBIT B

INSURANCE REQUIREMENTS

[INSERT INSURANCE REQUIREMENTS AFTER CONTRACT REVIEW]

EXHIBIT C

PAYMENT SCHEDULE

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(Document to be Provided Prior to Agreement Execution)

EXHIBIT E

DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS: [IF APPLICABLE]

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. seq,* 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 E

DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS: [IF APPLICABLE]

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.

EXHIBIT E

DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS: [IF APPLICABLE]

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.

Joe Lauro, CPPO/CPPB
Director

DATE:	MAY 3, 2016
TO:	ALL INTERESTED PROPOSERS
REQUEST FOR PROPOSALS (RFP)	**ONLINE AUCTION SERVICES FOR MISCELLANEOUS SURPLUS (CO-OP)**
RFP NUMBER:	156-0227-R (RG)
RFP SUBMITTAL IS DUE:	**MAY 10, 2016 @ 3:00PM**

ADDENDUM NO. 1

Following is additional information and clarifications pertaining to referenced Request for Proposals:

1. On page 17, item no.10 states: *"Prior to auction, the successful proposer shall provide staff on-site at designated times prior to an auction to record descriptions of lots and obtain digital photographs; upload the description and photographic documentation to the proposer's website"*

   Then on page 18, item no.D1 states: "*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: Familiarization with the nature and operation of the proposed system; Guidance in the posting of assets; Provide ongoing training and support, either on-site, webinars or via telephone; Procedures for taking and posting pictures of assets"*

   Does the County want to have the contractor do all of the listing, posting, photography, or does the County desire to do this itself?

   Answer: The County wants the contractor to perform the listing, posting, and photography activities.

2. Page 18, item E:
   a) What type of rebates is Pinellas County referring to?
      Answer: Refer to page 18, items E. 1 and E.2

   b) Are there any rebates that the current provider supplies?
      Answer: No.

3. Page 19, item no.F6 has a fees question relating to attachment 1
   a) Will the points be applied evenly on a commission versus a buyer's premium on an equal point by point basis? How are you evaluating commission points graded? How are you evaluation buyer's premium points graded?

   Answer: The scenario provided on Attachment 1 will be used to score RFP Criterion no. 5- Fees

4. Does your current contractor provides the services you list on page 17 item 10? Or are County employees trained to take pictures and upload them personally as is referenced on page 18 tab D1. ?

   Answer: The contractor performs these functions

All other specifications, terms and conditions remain the same.

Please remember to acknowledge receipt of this Addendum under Section G, page 23 of 41 and return with your proposal.

Sincerely,

Joe Lauro

Director of Purchasing

PLEASE ADDRESS REPLY TO:
400 South Ft. Harrison, Sixth Floor
Clearwater, Florida 33756
Phone: (727) 464-3311
FAX: (727) 464-3925
Website: www.pinellascounty.org/purchase

APPROVED
By Ann Willis at 5:06 pm, Oct 26, 2016

ACORD®

CERTIF

/2017

DATE (MM/DD/YYYY) 2/29/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Lockton Companies
1801 K Street NW, Suite 200
Washington DC 20006
(202) 414-2400

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Casualty Insurance Company	29424
INSURER B : Hartford Fire Insurance Company	19682
INSURER C : Beazley Insurance Company, Inc.	37540
INSURER D : ACE Property & Casualty Insurance Co	20699
INSURER E :	
INSURER F :	

INSURED
1308480 Gov Deals, Inc.
100 Capital Commerce Blvd. Suites 110 & 216
Montgomery AL 36117

COVERAGES CERTIFICATE NUMBER: 12161168 REVISION NUMBER: XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY PRO-JECT LOC OTHER	Y	Y	42UUNZW0782	3/1/2016	3/1/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY X $1,000 Comp X $1,000 Coll	Y	Y	42UENNI8874	3/1/2016	3/1/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	Y	Y	42 RHUZW0509	3/1/2016	3/1/2017	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $ XXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	42WB CP 8506	3/1/2016	3/1/2017	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Errors & Omissions/Cyber	Y	Y	V12589160501	3/1/2016	3/1/2017	$10,000,000 claims made per claim/aggregate	
D	Excess Liability			M00569288 004	3/1/2016	3/1/2017	$10,000,000 Occ /Agg.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
See Attached Errors and Omission and Cyber coverage is subject to $10,000,000 per claim/aggregate limit.

CERTIFICATE HOLDER
12161168
City of Jacksonville
117 West Duval Street
Suite 335
Jacksonville FL 32202

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

AUTHORIZED REPRESENTATIVE

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CONTINUATION DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS (Use only if more space is required)

City of Jacksonville, its members, officials, officers, employees and agents are included as Additional Insured with respects to the General Liability, Auto Liability, Umbrella, and Cyber Liability policies as required by written contract with the Named Insured. A waiver of subrogation in favor of the Additional Insured is included under the above indicated General Liability, Auto Liability, Umbrella Liability, Workers Compensation, and Cyber Liability policies, where required by written contract with the Named Insured. The General Liability and Automobile Liability policies are primary and non-contributory with the certificate holder's General Liability and Auto Liability policies, where required by written contract with Named Insured.

EXHIBIT A
INDEMNIFICATION

Vendor shall hold harmless, indemnify, and defend the City of Jacksonville and City's members, officers, officials, employees and agents (collectively the "Indemnified Parties") from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature, which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties for:

1. General Tort Liability, for any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of the Indemnifying Parties that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Parties' performance of the Contract, operations, services or work performed hereunder; and

2. Environmental Liability, to the extent this Contract contemplates environmental exposures, arising from or in connection with any environmental, health and safety liabilities, claims, citations, clean-up or damages whether arising out of or relating to the operation or other activities performed in connection with the Contract; and

3. Intellectual Property Liability, to the extent this Contract contemplates intellectual property exposures, arising directly or indirectly out of any allegation that the Services, any product generated by the Services, or any part of the Services as contemplated in this Contract, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Parties shall, immediately, make every reasonable effort to secure within 60 days, for the Indemnified Parties a license, authorizing the continued use of the Service or product. If the Indemnifying Parties fail to secure such a license for the Indemnified Parties, then the Indemnifying Parties shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to Buyer, so that the Service or product is non-infringing.

If an Indemnifying Party exercises its rights under this Contract, the Indemnifying Party will (1) provide reasonable notice to the Indemnified Parties of the applicable claim or liability, and (2) allow Indemnified Parties, at their own expense, to participate in the litigation of such claim or liability to protect their interests. **The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by any insurance provided pursuant to the Contract or otherwise. Such terms of indemnity shall survive the expiration or termination of the Contract.**

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes.

EXHIBIT B
INSURANCE REQUIREMENTS

Without limiting its liability under this Contract, Vendor shall at all times during the term of this Contract procure prior to commencement of work and maintain at its sole expense during the life of this Contract (and Vendor shall require its, subcontractors, laborers, materialmen and suppliers to provide, as applicable), insurance of the types and limits not less than amounts stated below:

Insurance Coverages

Schedule	Limits
Worker's Compensation	Florida Statutory Coverage
Employer's Liability	$ 1,000,000 Each Accident
	$ 1,000,000 Disease Policy Limit
	$ 1,000,000 Each Employee/Disease

This insurance shall cover the Vendor (and, to the extent they are not otherwise insured, its subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law.

Commercial General Liability	$2,000,000	General Aggregate
	$2,000,000	Products & Comp. Ops. Agg.
	$1,000,000	Personal/Advertising Injury
	$1,000,000	Each Occurrence
	$1,000,000	Fire Damage
	$ 10,000	Medical Expenses

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the City's Office of Insurance and Risk Management. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

Automobile Liability $1,000,000 Each Occurrence – Combined Single Limit
(Coverage for all automobiles, owned, hired or non-owned used in performance of the Services)

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

Cyber Liability & Data Storage $1,000,000 per Claim and Aggregate

Such insurance shall be on a form acceptable to the City and shall cover, at a minimum, the following:

- Data Loss and System Damage Liability (when applicable)
- Security Liability
- Privacy Liability
- Privacy/Security Breach Response Coverage, including Notification Expenses

Such Cyber Liability coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Contract and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

The Cyber Liability coverage may be included as part of the Professional Liability coverage required above.

Crime – Employee Fidelity $1,000,000 Per Loss
(including theft of client property without computer data exclusion)

Additional Insurance Provisions

A. Additional Insured: All insurance except Worker's Compensation shall be endorsed to name the City of Jacksonville and City's members, officials, officers, employees and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and CG2037, Automobile Liability CA2048.

B. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville and its members, officials, officers employees and agents.

C. Vendor's Insurance Primary. The insurance provided by the Vendor shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or any City members, officials, officers, employees and agents.

D. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Contract shall remain the sole and exclusive responsibility of the named insured Vendor. Under no circumstances will the City of Jacksonville and its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Contract.

E. Contractor's Insurance Additional Remedy. Compliance with the insurance requirements of this Contract shall not limit the liability of the Vendor or its Subcontractors, employees or agents to the City or others. Any remedy provided to City or City's members, officials, officers, employees or agents shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise.

F. Waiver/Estoppel. Neither approval by City nor failure to disapprove the insurance furnished by Vendor shall relieve Vendor of Vendor's full responsibility to provide insurance as required under this Contract.

G. Certificates of Insurance. Vendor shall provide the City Certificates of Insurance that shows the corresponding City Contract Number in the Description, if known, Additional Insureds as provided above and waivers of subrogation. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.

H. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida State or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.

I. Notice. The Vendor shall provide an endorsement issued by the insurer to provide the City thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not available then the Vendor, as applicable, shall provide said a thirty (30) days written notice of any change in the above coverages or limits, coverage being suspended, voided, cancelled, including expiration or non-renewal.

J. Survival. Anything to the contrary notwithstanding, the liabilities of the Vendor under this Contract shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.

K. Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City also be named as an additional insured.

L. Special Provisions: Prior to executing this Agreement, Vendor shall present this Contract and Attachment A & B to its Insurance Agent affirming: 1) That the Agent has personally reviewed the insurance requirements of the Contract Documents, and(2) That the Agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of Vendor.