

**SCHOOL BOARD OF BREVARD COUNTY  
OFFICE OF PURCHASING SERVICES  
2700 JUDGE FRAN JAMIESON WAY  
VIERA, FL 32940-6601**

**BID #13-PB-024-CO – Auction Services – Internet Surplus Sales**

**VENDORS RECOMMENDED FOR AWARD:**

<u>Vendor Name</u>	<u>Amount of Annual Award</u>	<u>Item Nos.</u>
GovDeals, Inc.	Variable	All

**SOLICITATION SUMMARY - PIGGYBACK**

**Pinellas County – RFP# 112-0025-P(PN) – Auction Services – Internet Surplus Sales**

Date Issued: January 16, 2012 (Pinellas)

Date Opened: February 14, 2012 (Pinellas)

Award Approved: June 6, 2012 (Pinellas)

Present to Board: October 9, 2012 (Brevard)

No. Firms Solicited: 5

No. Firms Bidding: 3

**CONTRACT TERM:**

The term shall commence on October 10, 2012 and continue through June 5, 2014, with one (1) two-year renewal period.

**RECOMMENDATION:**

It is the recommendation of Cheryl Olson, Director of Purchasing and Warehouse Services to utilize the attached Pinellas County contract with GovDeals, Inc. for the provision of on-line auction services for the sale of surplus property for Brevard Public Schools on an as-needed basis. There will be no cost to the school district for this service, as all auction fees would be paid by the winning bidder. Contract renewal shall be contingent upon the recommendation of the Director of Purchasing and Warehouse Services' request for continuation of services and annual contract review.

**AUTHORITY FOR ACTION:**

Florida Administrative Code - 6A-1.012 (6)

**ACTION BY BOARD**

\_\_\_ Approved Recommendation(s) Above & Awarded

Meeting Date: October 9, 2012

\_\_\_ Other \_\_\_\_\_

Cheryl L. Olson, C.P.M., CPPO, FCCN, Director  
Office of Purchasing & Warehouse Services

Failure to file a protest within the time prescribed in s. 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.



Contract # 13-PB-024-CO  
Approval Date \_\_\_\_\_

**Sales and Services Agreement – GovDeals, Inc.**

**THIS AGREEMENT** is made by and between THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA (hereinafter referred to as the "School Board") and GovDeals, Inc. ("GovDeals.com") a Delaware Corporation having its principal place of business at 5913 Carmichael Place, Montgomery, Alabama 36117, (hereinafter called "Contractor" or "GovDeals").

**WHEREAS**, the Contractor was awarded a contract dated June 6, 2012, by Pinellas County with respect to a Request for Proposals Solicitation for Auction Services – Internet Surplus Sales (RFP# 112-0025-P(NP)/#13-PB-XXX/CO) ("Pinellas Contract"), and this Pinellas Contract was awarded to GovDeals for a two-year term with one two-year renewal period;

**WHEREAS**, the Pinellas Contract includes provisions for auction-internet surplus sales services which would be within the scope of work that is required by the School Board;

**WHEREAS**, the School Board desires to utilize auction-internet surplus sales services from the Contractor under the Pinellas Contract in order to obtain the best value in internet-auction surplus sales services; and

**WHEREAS**, pursuant to the terms and conditions of this Agreement, the School Board desires to engage the Contractor, and the Contractor desires to be engaged by the School Board, to provide auction-internet surplus sales services described hereinafter.

**NOW, THEREFORE**, in consideration of the mutual promises and agreements set forth herein, it is agreed by and between the School Board and the Contractor as follows:

- 1. Incorporation of Whereas Clauses.** The recitals set forth in the WHEREAS clauses are incorporated herein by reference.
- 2. Description of Services.** Contractor shall perform the following services in accordance with the attached Memo of Understanding: provide a means for School Board to list items for sale and for potential buyers to bid upon these items via an Internet-based auction system. Although Contractor may provide software and applications to the School Board to make the listing of items easier, they are not a party to the actual sale and have no control over the listed information or the ability of the buyer and seller to complete the transaction. Said services shall be completed to the satisfaction of Cheryl L. Olson, Director of Purchasing and Warehouse Services.

The Contractor will independently perform all services specified above, except as provided otherwise herein. In the event Contractor requires the services of other Contractors, an amendment to this agreement listing the names, addresses and anticipated amounts to be paid to said additional Contractors will be required. All intellectual property, work product, outcomes, or processes specially developed for the delivery of services described above shall be the property of the School Board.

- 3. Location of Services.** Performance of services cited above will be conducted at: GovDeals.com using their Auction Server.
- 4. Term.** The term of this agreement shall be from the date last signed by both parties until June 5, 2014, unless terminated as provided herein. One two-year renewal period is available if the agreement is renewed by Pinellas County and agreed to in writing by the Purchasing Director and Contractor.
- 5. Termination.** The School Board, or designee, may terminate this agreement immediately, in its sole discretion. In the event of termination, the Contractor shall be paid for services performed and completed under this agreement up to the date of termination only.
- 6. Compensation and Payment.** Based on the completion of services described in paragraph 2 above, the Contractor shall receive fees as outlined in the attached Exhibits A, B and C.

**Name and Title**

Accounting Contact: Lance Prince, Surplus Storekeeper  
Sandy Kimple, Warehouse Supervisor

E-Mail Address: [Prince.Lance@brevardschools.org](mailto:Prince.Lance@brevardschools.org)  
[Kimple.sandy@brevardschools.org](mailto:Kimple.sandy@brevardschools.org)

Phone Number: 321-633-1000, ext. 646

Make check Payable to: The School Board of Brevard County

Mail Check to: Warehouse Services Department,  
2095 West King Street  
Cocoa, FL 32926-5129

- 7. Independent Contractor.** The Contractor certifies that it is an independent Contractor and shall not employ, contract with, or otherwise use the services of any officer or employee of the School Board. The Contractor certifies that its owner, officers, directors or agents, or members of their immediate family, do not have an employee relationship or other material interest with the School Board.
- 8. Indemnification.** The Contractor agrees to indemnify and hold the School Board of Brevard County, its officers, agents, servants, and employees; harmless from any and all claims and liabilities (including expenses) for any injury or death of persons or damage to any property or damage of any kind which may result, in whole or in part, from any act or omission intentional or otherwise on the part of the Contractor, and/or its agents, servants, employees, or representatives, or arising from any Contractor furnished good or service, except to the extent that such damage is due to the sole and direct negligence of the School Board of Brevard County. This agreement to indemnify and hold harmless includes an obligation to indemnify and hold the School Board of Brevard County harmless for liability for any negligence on the part of the School Board until it is proven in a Florida court of law that the School Board was solely negligent. The Contractors promise to indemnify and hold harmless also includes an obligation to assume full responsibility and expense for claim or legal investigation/discovery, litigation, judgment, and/or settlement of any complaint, claim, or legal action until the termination of the claim or until the termination of litigation which ever comes first.
- 9. Insurance.** The Contractor will provide before commencement of work, and attach to this agreement, a certificate(s) evidencing such insurance coverage to the extent listed in 9.1 to 9.5 below. The School Board reserves the right to be named as an additional insured, or named insured depending on the exposure, or to reject such coverage and terminate this agreement if coverage is determined to be inadequate or insufficient. The Contractor will carry and maintain as a minimum the following coverage from insurance carriers that maintain a rating of "A" or better and a financial size category of "VII" or higher according to the A. M. Best Company. Such certificates must contain a provision for notification to the Board thirty (30) days in advance of any material change in coverage or cancellation. This is applicable to the procurement and delivery of products, goods or services furnished on premises of the School Board of Brevard County.

9.1. General Liability Insurance:

Negligence including Bodily Injury: Per Claim	\$1,000,000
Negligence Including Bodily Injury: Per Occurrence	\$2,000,000
Property Damage: Each Accident	\$1,000,000

9.2. Product Liability or Completed Operations Insurance:

Negligence Including Bodily Injury: Per Claim	\$ 500,000
Negligence Including Bodily Injury: Per Occurrence	\$1,000,000

9.3. Automobile Liability:

Negligence Including Bodily Injury: Per Claim	\$ 500,000
Negligence Including Bodily Injury: Per Occurrence	\$1,000,000
Property Damage: Each Occurrence	\$ 500,000

9.4. Workers' Compensation/Employer's Liability:

W.C. Limit Required	Statutory Limits
E.L. Each Accident	\$1,000,000
E.L. Disease – Each Employee	\$ 500,000
E.L. Disease – Policy Limit	\$1,000,000

Workers' Compensation Exemption forms will not be accepted. All entities or individuals are required to purchase a Workers' Compensation insurance policy.

9.5. Professional Liability Insurance (E&O, D&O etc.):

For services, goods or projects that will exceed \$1,000,000 in values over a year.  
Each Claim: \$1,000,000  
Per Occurrence: \$2,000,000

For services, goods or projects that will not exceed \$1,000,000 in values over a year.  
Each Claim: \$ 250,000  
Per Occurrence: \$ 500,000

10. **Laws and Regulations.** This agreement, and all extensions, supplements and modifications thereto, and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the state of Florida. Any legal disputes, legal proceedings or actions arising out of or in connection with this agreement shall be brought in the state courts of Brevard County, Florida. The parties shall not violate the code of ethics for public officers and employees, chapter 112, Florida Statutes.
11. **Background Check.** the successful contractor shall, at its expense, ensure that all of Contractor's employees, and the employees of the Contractor's subcontractor's who will be permitted access on school grounds when students are present meet the background screening requirements of Section 1012.465, Fla. Stat., (Jessica Lunsford Act). Contractor's failure to comply with this requirement will constitute a material breach of this contract. Information regarding compliance procedures is available on Brevard Public School's Office of District & School Security's website: [www.security.brevard.k12.fl.us](http://www.security.brevard.k12.fl.us).
12. **Assignability.** This contract is for the personal services of the Contractor and may not be assigned by the Contractor in any fashion, whether by operation of law, or by conveyance of any type, including without limitation, transfer of stock in Contractor, without the prior written consent of the School Board which consent the School Board may withhold in its sole discretion.
13. **Conduct While on School Property.** The Contractor acknowledges that its employees and agents will behave in an appropriate manner while on the premises of any school facility and shall at all times conduct themselves in a manner consistent with School Board policies and within the discretion of the premises administrator (or designee). It is a breach of this agreement for any agent or employee of the Contractor to behave in a manner which is inconsistent with good conduct or decorum or to behave in any manner that will disrupt the educational program or constitute any level of threat to the safety, health, and well being of any student or employee of the School Board. The Contractor agrees to immediately remove any agent or employee if directed to do so by the premises administrator or designee.
14. **No Taxes.** The School Board is not obligated and does not agree to pay any federal, state, or local tax as a result of this agreement.
15. **Public Records.** This agreement is subject to and governed by the laws of the state of Florida, including without limitation Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the parties.
16. **No Waiver.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable. In witness whereof, the parties hereto, by the undersigned, who are authorized to bind said parties, agree to the terms and conditions herein and attached hereto.
17. **Non-Discrimination.** The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this agreement because of race, color, religion, gender, age, marital status, disability, political or religious beliefs, national or ethnic origin.
18. **Copyrights.** The Contractor is hereby notified that the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes: the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and, any rights of copyright to which a grantee, subgrantee or a Contractor purchases ownership with grant support. Furthermore, the parties agree that the School Board has the right to make copies of any materials, whether in tangible or electronic means or media, that are delivered under the provisions of this agreement for use within the School District of Brevard County for purposes related to School Board business, operations, the delivery of the educational program or to comply with the

requirements of law, rule, policy or regulation. Any material not designated as reproducible by Contractor may not be copied by the School Board provided that such material was copyrighted by Contractor before performance under this agreement and was not developed specifically for School Board under this Services Agreement.

- 19. **Access to and Retention of Documentation.** The School Board, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to work and services to be performed under this agreement for the purpose of audit, examination, excerpting and transcribing. The parties will retain all such required records, and records required under any state or federal rules, regulations or laws respecting audit, for a period of four years after the School Board has made final payment and all services have been performed under this agreement.
- 20. **Debarment.** By signing this Agreement, Contractor certifies, to the best of its knowledge and belief, that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.
  - (b) Have not, within the preceding five-year period, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
  - (c) Are not presently indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (b).
  - (d) Have not within the preceding five-year period had one or more public transactions (federal, state or local) terminated for cause or default.

Contractor agrees to notify School Board within 30 days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgments, indictments, informations, or terminations as described in paragraphs 18(a) – (d) above, with respect to Contractor or its principals.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

**THE SCHOOL BOARD OF  
BREVARD COUNTY, FLORIDA:**

**CONTRACTOR: GOVDEALS, INC.**

By: \_\_\_\_\_  
Barbara A. Murray, Ph.D., Chairman

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

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

Print Name: \_\_\_\_\_

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

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

**ATTEST (WITNESS):**

By: \_\_\_\_\_  
Brian T. Binggeli, Ed.D., Superintendent

**ATTEST (WITNESS):**

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

Print Name: \_\_\_\_\_

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

Send required insurance certificates to the Purchasing Department.  
New Vendors: Send all completed Forms to the Purchasing Department.  
Contractor Contact Name: Jonathan Neeley  
Email Address: jneeley@govdeals.com  
Phone Number: 407-462-5955

Updated 4-25-12