

**DEPARTMENTAL INPUT  
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION**

New     OTR     Sole Source     Bid Waiver     Emergency    Previous Contract/Project No. N/A

Contract     Re-Bid     Other    LIVING WAGE APPLIES:  YES     NO

Requisition No./Project No.: RQID1500010    TERM OF CONTRACT 2 Years (S) WITH 1 2-YEAR OTR

Requisition /project title: Auction Services - Internet Surplus Sales

Description: The access of Contract 112-0025-P(NP), "Auction Services – Internet Surplus Sales" was requested by the Internal Services Department (ISD) Policy, Legislation and Business Services Division, which oversees the sale and disposition of County surplus property. The contract provides for online auction sales for surplus items including but not limited to vehicles and scrap metal. The contract being accessed was awarded to GovDeals, Inc. as a result of a competitive Request for Proposals process by Pinellas County, Florida. The initial term was June 6, 2012 through June 5, 2014. As shown in the attached Amendment No. 1, the contract renewal has been exercised for June 6, 2014 through June 5, 2016.

Issuing Department: ISD    Contact Person: Kimberly Craig    Phone: 305-375-1443

Estimate Cost: \$0 (revenue generating)    Funding Source: General Fund

**ANALYSIS**

<b>Commodity Codes:</b>	<u>962-09</u>				
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Contract/Project History of previous purchases three (3) years  
Check here  if this is a new contract/purchase with no previous history.

	<b>EXISTING</b>	<b>2<sup>ND</sup> YEAR</b>	<b>3<sup>RD</sup> YEAR</b>
<b>Contractor:</b>			
<b>Small Business Enterprise:</b>			
<b>Contract Value:</b>			

Comments: Accessing contract. Revenue generating.

Continued on another page (s):     YES     NO

**RECOMMENDATIONS**

	Set-aside	Sub-contractor goal	Bid preference	Selection factor
<b>SBE</b>	<u>n/a</u>	<u>n/a</u>	<u>n/a</u>	<u>n/a</u>

Basis of recommendation:  
No measures. Accessing another entity's contract.

Signed: Kimberly Craig    Date sent to SBD: 10/28/2014

Date returned to DPM: \_\_\_\_\_



Joe Lauro, CPPO/CPPB  
Director

June 25, 2012

Mr. Robert L. DeBardelaben  
GovDeals, Inc.  
5907 Carmichael Place  
Montgomery, AL 36117

**CONTRACT TITLE: Auction Services - Internet Surplus Sales**

**CONTRACT NUMBER: 112-0025-P(NP)**

Dear Mr. DeBardelaben:

Enclosed for your files, please find an original of the executed agreement(s) regarding the above-referenced contract with Pinellas County as well as a copy of the Approval memo.

If further information is required, please contact me at (727) 464-3151 or [npatula@pinellascounty.org](mailto:npatula@pinellascounty.org).

Thank you for your interest in Pinellas County and we look forward to doing business with your firm.

Sincerely,

Nancy Patula  
Procurement Analyst

Encl: Copy of Approval memo  
Executed Agreements

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](http://www.pinellascounty.org/purchase)





Joe Lauro, CPPO/CPPB  
Director

**INTEROFFICE MEMO**

To: Joseph Lauro, Director of Purchasing  
From: Nancy Patula, Procurement Analyst  
Subject: Approval of Final Negotiated Contract- Auction Services - Internet Surplus Sales  
Contract No. 112-0025-P(NP)  
Date: June 6, 2012

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RECOMMENDATION: I RECOMMEND THE DIRECTOR OF PURCHASING APPROVE THE FINAL NEGOTIATED CONTRACT FOR AUCTION SERVICES - INTERNET SURPLUS SALES WITH GOVDEALS, INC., MONTGOMERY, ALABAMA.

IT IS FURTHER RECOMMENDED THAT THE DIRECTOR OF PURCHASING SIGN THE AGREEMENT AND MEMO OF UNDERSTANDING.

ESTIMATED ANNUAL REVENUE: \$50,000.00


ESTIMATED TWENTY-FOUR (24) MONTH REVENUE: \$100,000.00

DISCUSSION: On April 13, 2012 the Director of Purchasing approved the ranking of firms for Auction Services for Internet Surplus Sales and authorized staff to negotiate a final contact with the number one ranked firm, GovDeals, Inc. The final agreement presented includes negotiations that centered on any additional fees and collection of sales tax.

This contract is for an initial twenty-four (24) month period effective upon execution of the agreements. The contract may be extended for an additional twenty-four (24) month period if all terms and conditions remain the same and approval is granted by the Director of Purchasing

Section 2-176 of the Pinellas County Code delegates to the County Administrator to award negotiation contracts for purchases of goods or services of \$250,000 or less; and the Director of Purchasing \$100,000 or less within the budget of the using department

APPROVED:

  
JOSEPH LAURO, CPPO/CPPB  
Director of Purchasing

Date of Approval:

6/6/12

Attachments: Agreements (2)

AGREEMENT

THIS AGREEMENT, made and entered into this 6<sup>th</sup> day of June, 2012, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County" and GovDeals, Inc., hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, County has previously determined that it has a need for Auction Services-Internet Surplus Sales; and

WHEREAS, County, after soliciting competitive proposals for such services pursuant to Pinellas County Request for Proposal, RFP No. 112-0025-P (hereinafter Request for Proposal or RFP), County has awarded this Agreement to Contractor; and

WHEREAS, Contractor has represented that it is able to satisfactorily provide the services according to the terms and conditions of the Request for Proposal, which are incorporated herein by reference, and the terms and conditions contained herein; and

NOW THEREFORE, in consideration of the above and mutual covenants contained herein, the parties agree as follows:

1. Services to be Performed. The Contractor hereby agrees to provide the County with Auction Services-Internet Surplus Sales, as requested and more specifically outlined in the Request for Proposal, this Agreement and all subsequent official documents that form the Contract Documents for this Agreement.

2. Term of Agreement/Term Extension. Services performed pursuant to this Agreement shall commence upon execution of this Agreement and continue for a period of twenty-four (24) months, unless canceled or terminated as provided herein. The Agreement may be extended subject to written notice of agreement from the County and successful bidder, for an additional twenty-four (24) month(s) period beyond the primary contract period. The extension shall be exercised only if all prices, terms and conditions remain the same and approval is granted by the County Administrator or Director of Purchasing.

3. Amendment of the Agreement. This Agreement may be amended only by mutual written agreement of the parties.

4. Assignment/Subcontracting. The Contractor shall provide the Services required by this Agreement. No assignment or subcontracting shall be allowed without the prior written consent of the County. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the County within thirty (30) business days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. In that event, the County may terminate this Agreement in those instances in which a corporate acquisition and/or merger represents a conflict of interest or contrary to any local, state or federal laws.

5. Termination. Pinellas County reserves the right to terminate this Agreement without cause by giving thirty (30) days prior notice to the contractor in writing of the intention to terminate or with cause if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified.

Failure of the Contractor to comply with any of the provisions of this Agreement shall be considered a material breach of the Agreement and shall be cause for immediate termination of the Agreement at the sole discretion of Pinellas County.

In addition to all other legal remedies available to County, County reserves the right to terminate and obtain from another source any services which have not been provided within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of order or request, as determined by County.

In the event that sufficient budgeted funds are not available for a new fiscal period, the County shall notify the Contractor of such occurrence and the Agreement shall terminate on the last day of the then current fiscal period without penalty or expense to the County.

6. Compensation. County shall pay Contractor upon Contractor's completion of, and County's acceptance of, the services required herein, as specified in the Request for Proposal. Prices shall remain firm for the duration of the Agreement. All payments shall be made in accordance with the Local Government Prompt Payment Act, Fla. Stat. § 218.70, et. seq.

7. Permits/ Licenses. Contractor must secure and maintain any and all permits and licenses required to complete this Agreement.

8. Audit. The 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, Pinellas County reserves the right to audit such records pursuant to Pinellas County Code, Section 2-176(J).

9. Minimum Insurance Requirements. The Contractor must maintain insurance in at least the amounts required in the Request for Proposal throughout the term of this Agreement. The Contractor must provide a Certificate of Insurance in accordance with Insurance Requirements, Section C of the Request for Proposal, evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Agreement. Contractor shall ensure that any subcontractors or persons hired by subcontractors maintain the same level of insurance coverage as the Contractor.

10. Indemnification. Contractor shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the County from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property by or from the said Contractor; or by, or in consequence of any neglect in safeguarding the work; or by the use of unacceptable materials in the construction of improvements; or by or on account of any act or omission, neglect or misconduct of the said Contractor; or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the County. The first ten dollars (\$10.00) of compensation received by the Contractor represents specific consideration for this indemnification obligation.

11. Governing Law. The laws of the State of Florida shall govern this Agreement.

12. Independent Contractor Status and Compliance with the Immigration Reform and Control Act of 1986. The 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 and shall be grounds for immediate termination of the Agreement, at the discretion of Pinellas County.

13. 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

13. 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.

14. Documents Comprising Contract. This Agreement for Auction Services-Internet Surplus Sales, as well as the following documents, which are incorporated herein by reference.

- a. Pinellas County's Request for Proposal and all of its addenda and attachments issued on January 16, 2012;
- b. Contractor's Proposal
- c. GovDeals Letter of Response to Negotiation Points dated April 27, 2012
- d. GovDeals Online Auction Memorandum of Understanding

If there is a conflict between the terms of this Agreement and the above referenced documents, then the conflict shall be resolved as follows: the terms of this Agreement shall prevail over the other documents, and the terms of the remaining documents shall be given preference in their above listed order.

IN WITNESS WHEREOF the parties herein have executed this Agreement for Auction Services-  
Internet Surplus Sales pursuant to RFP No. 112-0025-P as of the day and year first written above.

PINELLAS COUNTY, FLORIDA  
by and through its Director of  
Purchasing  
Jose Lauro  
Director of Purchasing

CONTRACTOR  
Robert L. DeBarcelan  
President (Signature)  
ROBERT L. DeBARCELAN  
President (Printed Name)

ATTEST:

By: Hetherington Freeman  
(Attesting Witness' name/title)  
Adm. Secy.

[Corporate Seal]

ATTEST:

By: Beth Dawn Francklyn  
(Attesting Witness' name/title)

APPROVED AS TO FORM:

Michelle Wallace  
Office of the County Attorney



# GovDeals

## Online Auction Memo of Understanding

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This Online Auction Memo of Understanding (MOU) is between GovDeals, Inc. ("GovDeals"), a Delaware corporation having its principal place of business at 5907 Carmichael Place, Montgomery, Alabama, 36117 and Pinellas County ("County"), having its principal place of business at 400 South Fort Harrison Avenue, Clearwater, Florida 33756.

- 1.0 **Description of Services:** GovDeals provides a means for Client to post assets for sale and for potential buyers to bid on these assets via an online auction system. Although GovDeals provides system access for Client to list assets, GovDeals is not a party to the actual sale and has no control over the listed information or the ability of the buyer and Client to complete the transaction.
- 2.0 **GovDeals' Responsibilities:** In addition to maintaining and operating an online auction system, GovDeals will provide Client with the following services for the period agreed to in 5.0 below:
  - 2.1 Access to a GovDeals online "Client Asset Server" (CAS), which will allow Client to load assets to the online auction system, maintain information about assets and view and run reports. The CAS will provide Client with the following capabilities:
    - Accept descriptive information concerning an asset including unlimited photos
    - Allow different auction phases based upon dates and times
    - Allow Client to set minimum starting prices, bid increments and reserves
  - 2.2 Training and support services to assist Client in implementing the GovDeals online auction system, which will include:
    - Familiarization with the nature and operation of CAS
    - Guidance in the posting of assets and provide ongoing support
    - Procedures for taking and posting pictures of assets
    - Based on mutual agreement between GovDeals and Client, training and support services will be provided on-site or via telephone or Internet
  - 2.3 Help Desk support available via telephone or email during normal business hours, except announced holidays.
  - 2.4 Provide marketing of assets posted to the online auction site and promote use of the site to potential buyers.
    - Work with Client to identify items that may benefit from marketing attention.
    - Provide documented proof of all marketing efforts made on behalf of Client.
    - Assist in determining values and starting prices for unique and high dollar assets.
- 3.0 **Fees:** Please elect a Flexible Pricing Option (FPO) from Exhibit A and enter selection below signature block on MOU page two (2).
- 4.0 **Payment:**
  - 4.1 If Client elects to collect auction proceeds, GovDeals will invoice Client for fees on the first business day of the month following the month assets are sold. Client agrees to remit payment to GovDeals within forty-five (45) calendar days from receipt of invoice,

unless an applicable prompt payment act or similar legislation specifies a different time period.

- 4.2 Client shall promptly, but no more than fifteen (15) business days after the auction end date, notify GovDeals of any transaction that was not completed. The fees for said transaction shall be credited to Client during the next invoice period.
- 4.3 If Client elects GovDeals to collect auction proceeds electronically via PayPal, credit card or wire transfer please review and complete **Exhibit B**.
- 5.0 **Term of MOU:** This MOU shall commence on the date of execution of the agreement for a period of twenty-four (24) months and may be extended subject to written notice of agreement from the County and GovDeals, Inc. for an additional twenty-four (24) months period beyond the primary contract period.
- 6.0 **Terms and Conditions:** Please find **Exhibit C** attached as an example of suggested Client Terms and Conditions. At any time during the term of this MOU, Client may modify the Terms and Conditions. Any substitutions or modification must be submitted to GovDeals in writing before posting assets to the GovDeals auction site.
- 7.0 **Governance:** This MOU will be governed, interpreted, construed and enforced in accordance with the laws of the State of Florida.
- 8.0 **Non-Exclusive Engagement:** This MOU is not exclusive. Client may utilize other approaches, including traditional auctioneer services or sealed bids. However, it is understood and agreed that Client will not utilize other disposal approaches for an asset at the same time the asset is listed on the GovDeals online auction site or sell by some other means to a prior bidder any item currently or previously listed on the GovDeals site for the purpose of avoiding payment of the GovDeals fee. Client agrees to not manipulate or interfere with the bidding process on the GovDeals site.

This online auction memo of understanding is agreed to by:

GovDeals, Inc.

Signature:

*Robert L. DeBardelaben*

Print Name: Robert L. DeBardelaben

Title: President

Date: 6/4/12

Client: Pinellas County

Signature:

*Joe Lauro*

Print Name: JOE LAURO

Title: Purch Dir

Date: 6/6/12

**Memo of Understanding Contact:**

Attention: Sales Support  
5907 Carmichael Place  
Montgomery, AL 36117  
Telephone Number: 866.377.1494  
Fax Number: 334.387.0519  
Email: [salesupport@govdeals.com](mailto:salesupport@govdeals.com)

APPROVED AS TO FORM  
OFFICE OF COUNTY ATTORNEY  
*Michelle Wallace*

**Flexible Pricing Options (FPO)**

Select one from options described in GovDeals Memo of Understanding- Exhibit A:

Client Collects Proceeds

- Option A1 (7.5% Seller- 0% Buyer)
- Option A2 (0% Seller- 7.5% Buyer)

Client elects FSS (GovDeals collects Proceeds)

- Option B1 (7.5% Seller- 5% Buyer)
- Option B2 (5% Seller- 7.5% Buyer)
- Option B3 (2.5% Seller- 10% Buyer)
- Option B4 (0% Seller- 12.5% Buyer)

## EXHIBIT A - Online Auction Memo of Understanding

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### Flexible Pricing Options (FPO)

The Client has the option to choose from the following alternative plans:

#### A - Client Collects Proceeds

**Option A1:** The Client pays a 7.5%\* fee which will be reduced according to the Tiered Fee Reduction Schedule (described below). GovDeals will invoice the client each month for fees on items sold in the previous month. The client is allowed thirty (30) calendar days from date of invoice receipt to remit payment.

**Option A2:** The Client pays a 7.5%\* fee but is given the capability to easily pass the entire fee on to the winning bidder as an Administrative Fee. The client is only allowed to pass on to the winning bidder the amount charged to them based on the tiered pricing schedule above. The amount invoiced to the winning bidder will include the gross sale amount of the item, the administrative fee, any special fees and sales taxes, if any. By passing this fee on to the winning bidder, the client's effective fee is zero percent (0%). GovDeals will invoice the client each month for fees on items sold in the previous month. The client is allowed thirty (30) calendar days from date of invoice receipt to remit payment.

**B - Client Elects GovDeals Financial Settlement Services (FSS) allowing GovDeals to Collect Proceeds. Only one option below can be used and once this option is chosen, it cannot be changed for twelve (12) months.**

**Option B1:** The Client pays a 7.5%\* fee and the winning bidder pays a 5% Buyers Premium. \*\*

**Option B2:** The Client pays a 5%\* fee and the winning bidder pays a 7.5% Buyers Premium.

**Option B3:** The Client pays a 2.5%\* fee and the winning bidder pays a 10% Buyers Premium.

**Option B4:** The Client pays zero percent fees (0%) and the winning bidder pays a 12.50% Buyers Premium.

#### Tiered Fee Reduction Schedule

GovDeals' **Tiered Fee Reduction Schedule** below explains how the base auction fee of 7.5% is reduced for assets that sell in excess of \$100,000 on [www.govdeals.com](http://www.govdeals.com).

1. **When an asset sells for up to \$100,000 in a winning bid, the GovDeals fee is seven and one-half percent (7.5%\*) of the winning bid, but not less than \$5.00.**
2. Where an asset sells for more than \$100,000, and up to \$500,000 the GovDeals fee is seven and one-half percent (7.5%) of the winning bid up to \$100,000, plus five and one-half percent (5.5%) of the winning bid for auction proceeds in excess of \$100,000 up to \$500,000.
3. Where an asset sells for greater than \$500,000, and up to \$1,000,000 the GovDeals fee is seven and one-half percent (7.5%) of the first \$100,000 of the winning bid, plus a fee of five and one-half percent (5.5%) of the next \$400,000 of the winning bid, plus a fee of three and one-half percent (3.5%) of the bid amount in excess of \$500,000 up to \$1,000,000.
4. Where an asset sells for greater than \$1,000,000 the GovDeals fee is seven and one-half percent (7.5%) of the first \$100,000 of the winning bid, plus a fee of five and one-half percent (5.5%) of the next \$400,000 of the winning bid, plus a fee of three and one-half percent (3.5%) of the next \$500,000 of the winning bid, plus a fee of two and one-half percent (2.5%) of the bid amount in excess of \$1,000,000.

\*Subject to a minimum per asset/lot fee of \$5.00. \*\*If the Client chooses to pay the full 7.5% fee, they will have access to the **Tiered Fee Reduction Schedule**.

## **EXHIBIT B - Online Auction Memo of Understanding**

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### **Financial Settlement Services (FSS)**

It is understood the Client elects GovDeals to collect all proceeds due the Client from the winning bidder and remit the proceeds to the Client less the GovDeals fee. Optionally, the Client may elect to not have GovDeals withhold the fee by electing the appropriate section on the following page of this exhibit.

GovDeals will charge the winning bidder a "Buyer's Premium", therefore, the Client is not allowed to charge the winning bidder an additional "Buyer's Premium".

GovDeals will collect all proceeds from the winning bidder, including the "Buyer's Premium" through PayPal, credit card or wire transfer. This is the only means of payment by the bidder.

The Client will not release an asset to the winning bidder until the Client has received verification from GovDeals that payment has been received from the winning bidder. Prior to an item being released to the winning bidder, the Client will ensure the winning bidder or his/her agent has signed a "Bill of Sale" containing the following notation: "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". The Bill of Sale must be printed from the Client Asset Server (CAS). Any other "Bill of Sale" used by the Client must be submitted to GovDeals for approval.

No proceeds will be remitted to the Client for any asset sold without verification of payment from GovDeals and verification from the Client the item has been picked up by the winning bidder. Approved payment from the winning bidder through PayPal, credit card or wire transfer will be noted in CAS. It is the Client's responsibility to notify GovDeals when an item has been picked up, which is accomplished by the Client accessing CAS and selecting the "Picked Up" option from the "Paid, not picked up" report.

GovDeals will remit all proceeds collected, less the "Buyer's Premium" and the GovDeals fee to the Client on a weekly basis for all assets marked in CAS as 'Picked Up'. However, if you choose to be invoiced for the GovDeals' fee, GovDeals will remit all proceeds collected, less the "Buyer's Premium" only. All proceeds will be remitted electronically by Automatic Clearing House (ACH) unless elected on the following page of this exhibit to receive a paper check. Whether proceeds are remitted electronically via ACH or via paper check, a detailed backup will be submitted to the Client to support the amount remitted.

Under no circumstance will the Client collect any proceeds directly from the winning bidder and if requested to do so, the Client should refer the winning bidder directly to GovDeals for payment instructions.

GovDeals will absorb all costs of Charge Backs by PayPal or a credit card company where an item is released to the winning bidder after the Client receives proper payment notification from GovDeals, GovDeals receives proper pickup notification from the Client and the Client obtained and retained a signed "Bill of Sale" from the winning bidder.

GovDeals will refund proceeds collected to the winning bidder in those rare occasions where the winning bidder pays for an asset but never picks it up and subsequently convinces PayPal or the credit card company to withdraw the amount from GovDeals' bank account. It is the Client's responsibility to request a credit on the asset paid for but not picked up as soon as the allowable pick up time passes. By taking the credit, it insures GovDeals will not charge the Client a fee and will allow the Client to resell the asset. If the asset is mistakenly placed in 'picked up' status by the Client and GovDeals has remitted payment, the Client agrees to refund this amount back to GovDeals.

A GovDeals' Client Services Representative or a GovDeals Help Desk Representative will train the Client on how to effectively use the Financial Settlement Services feature and provide ongoing support as needed. There are no additional costs to the Client for training and support.

GovDeals is covered by a Crime Insurance Policy with a limit of \$5,000,000, which will protect the Client against any loss of funds.

## Financial Settlement Services (FSS) Election and Information

### Please complete payment instructions below:

Accounting Contact: Anne Lawler, Manager of Financial Accounting  
(Person to receive checks and invoices) Name and Title

E-Mail Address: alawler@pinellascounty.org

Phone Number: (727) 464-8311

### **(Please choose only one option for payment)**

If payment will be made by ACH, please provide the following information:

Name of Bank	<b>Wells Fargo Bank, N.A.</b>
County of Bank	<b>Hillsborough County</b>
Name of Client: (Name on bank account)	<b>Pinellas County Board of County Comm. - Pool A-1</b>
Bank Routing Number	<b>121000248</b>
Bank Account Number	<b>2090001386508</b>
Checking/Savings	<b>Checking</b>

### **OR:**

If payment will be made by paper check, please provide the following information:

Make check payable to:

\_\_\_\_\_  
Client's Legal Name

Mail check to:

\_\_\_\_\_  
Street Address / P.O. Box Number

\_\_\_\_\_  
City, State and Zip Code

Please check here *only* if Client elects to **NOT** allow GovDeals to deduct the GovDeals fees from proceeds due the client.

## Pinellas County

Clearwater, Florida

### Online Sales - Terms and Conditions

All bidders and other participants of this service agree they have read and fully understand these terms and agree to be bound thereby.

**Guaranty Waiver.** All assets are offered for sale "AS IS, WHERE IS." Pinellas County (Seller) makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. The Buyer is not entitled to any payment for loss of profit or any other money damages – special, direct, indirect or consequential.

**Description Warranty.** Seller warrants to the Buyer the property offered for sale will conform to its description. Any claim for misdescription must be made prior to removal of the property. If Seller confirms the property does not conform to the description, Seller will keep the property and refund any money paid. The liability of the Seller shall not exceed the actual purchase price of the property. Please note upon removal of the property, **all sales are final.**

**Personal and property risk.** Persons attending during exhibition, sale or removal of goods assume all risks of damage of or loss to person and property and specifically release the seller and GovDeals from liability therefore.

**Inspection.** Most assets offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Bidders must adhere to the inspection dates and times indicated in the asset description. See special instructions on each asset page for inspection details.

**Consideration of Bid.** Seller reserves the right to reject any and all bids and to withdraw from sale any of the assets listed.

**Buyer's Certificate.** Successful bidders will receive a Buyer's Certificate by email from GovDeals.

**Buyers Premium.** If a Buyers Premium is shown on the auction page bidder box, then that amount (expressed as a percentage of the final selling price) will be added to the final selling price of all items in addition to any taxes imposed.

**Payment.** Payment in full is due not later than **5 business days** from the time and date of the Buyers Certificate. Payment must be made electronically through the GovDeals Website.

Acceptable forms of payment are:

- PayPal
- Wire Transfer
- Visa
- MasterCard
- American Express
- Discover

PayPal and Credit Card purchases are limited to below \$5,000.00. If the winning bid plus applicable taxes, if any indicated, and the buyer's premium, equals more than \$4,999.99, PayPal and Credit Cards may not be used. If Wire Transfer is chosen, a Wire Transfer Transaction Summary page will provide payment and account information. The Wire Transfer must be completed within 5 days.

**Removal.** All assets must be removed within **ten (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 **Seller** assume responsibility for packing, loading or shipping. See special instructions on each asset page for removal details. A daily storage fee of \$10.00 may be charged for any item not removed within the ten (10) business days allowed and stated on the Buyer's Certificate.

**Vehicle Titles.** **Seller** will issue a title or certificate upon receipt of payment. Titles may be subject to restrictions as indicated in the asset description on the website.

**Default.** Default shall include (1) failure to observe these terms and conditions; (2) failure to make good and timely payment; or (3) failure to remove all assets within the specified time. Default may result in termination of the contract and suspension from participation in all future sales until the default has been cured. If the Buyer fails in the performance of their obligations, **Seller** may exercise such rights and may pursue such remedies as are provided by law. **Seller** reserves the right to reclaim and resell all items not removed by the specified removal date.

**Acceptance of Terms and Conditions.** By submitting a bid, the bidder agrees they have read, fully understand and accept these Terms and Conditions, and agree to pay for and remove the property, by the dates and times specified. These Terms and Conditions are displayed at the top of each page of each asset listed on GovDeals. Special Instructions appearing on the asset page will override certain sections of the terms and conditions.

**State/Local Sales and/or Use Tax.** Buyers may be subject to payment of State and/or local sales and/or use tax. Buyers are responsible for contacting seller or the appropriate tax office, completing any forms and paying any taxes that may be imposed.



Joe Lauro, CPPO/CPPB  
Director

### INTEROFFICE MEMO

To: Joseph Lauro, Director of Purchasing  
From: Rosa E. Garcia, Procurement Analyst  
Subject: First Amendment (First and Final Term Extension) – Auction Services - Internet Surplus Sales  
Contract No. 112-0025-P(RG)  
Date: April 1, 2014

**RECOMMENDATION:** I RECOMMEND THE DIRECTOR OF PURCHASING APPROVE THE FIRST AMENDMENT FOR AUCTION SERVICES - INTERNET SURPLUS SALES WITH GOVDEALS, INC., MONTGOMERY, ALABAMA. AT THE SAME PRICES, TERMS AND CONDITIONS.

IT IS FURTHER RECOMMENDED THAT THE DIRECTOR OF PURCHASING SIGN THE FIRST AMENDMENT.

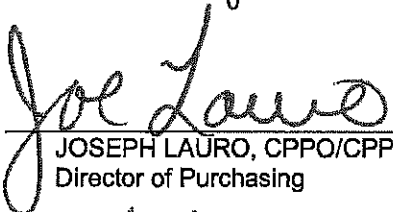
**ESTIMATED ANNUAL REVENUE NOT TO EXCEED:** \$ 50,000.00

**DISCUSSION:** This contract for Auction Services for Internet Surplus Sales was originally awarded by the Director of Purchasing on June 6, 2012. This is the first and final term extension. The present vendor's services have been satisfactory. Therefore, it is recommended that the first and final term extension be exercised.

Section 2-176 of the Pinellas County Code authorizes the Director of Purchasing to approve all contract extensions under \$100,000 over a twelve month period and the County Administrator to approve contract extensions within delegated authority up to \$250,000 over a twelve month period and in any annual amount for awards previously made by the Board of County Commissioners.

Contract Period: June 6, 2014 THROUGH June 5, 2016  N/A – One Time Purchase

Term Extension: Terms Remaining 0 Length of Each Term N/A  None

APPROVED:   
JOSEPH LAURO, CPPO/CPPB  
Director of Purchasing

Date of Approval: 4/2/14

Attachments:  
• First Amendment

*CPPO*



FIRST AMENDMENT FOR FIRST AND FINAL TERM EXTENSION

This Amendment made and entered into this 2 day of April, 2014, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "County," and GovDeals, Inc., hereinafter referred to as "Contractor,"

WITNESSETH:

WHEREAS, the County and the Contractor entered into an agreement on June 6, 2012, pursuant to Pinellas County Contract No. 112-0025-P (hereinafter "Agreement") pursuant to which the Contractor agreed to provide Auction Services-Internet Surplus Sales for County; and

WHEREAS, Section 2 of the Agreement provides for one (1) additional twenty-four (24) month extension under the same terms and conditions; and

WHEREAS, the County and the Contractor now wish to exercise this first and final term extension;

NOW THEREFORE, the parties agree that the Agreement is extended as follows:

1. The Agreement is hereby extended pursuant to Section 2 thereof, effective beginning June 6, 2014 and continuing for twenty-four (24) months from that date unless terminated or canceled as provided therein.
2. Except as changed or modified herein, all provisions and conditions of the original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF the parties herein have executed this First and Final Term Extension to the Agreement pursuant to Contract No. 112-0025-P as of the day and year first written above.

PINELLAS COUNTY, FLORIDA  
by and through its Director of Purchasing

Joe Lauro  
Director of Purchasing

CONTRACTOR

Robert L. DeBardach  
President (Signature)

ROBERT L. DEBARDACH  
President (Printed Name)

ATTEST:

By: Katherine J. Hannon  
(Attesting Witness' name/title)  
adm. Secy.

[Corporate Seal]

ATTEST:

By: Robert L. DeBardach  
(Attesting Witness' name/title)

APPROVED AS TO FORM:

[Signature]  
Office of the County Attorney