



District School Board of Pasco County

20430 Gator Lane • Land O' Lakes, Florida 34638 • 813/ 794-2221

Heather Fiorentino, Superintendent


www.pasco.k12.fl.us

Department of Purchasing
Kendra Goodman, CPPO, CPPB, Purchasing Agent
813/ 794-2221 Fax: 813/ 794-2111
727/ 774-2221 TDD: 813/ 794-2484
352/ 524-2221 e-mail: kgoodman@pasco.k12.fl.us

February 16, 2010

MEMORANDUM

TO: Honorable School Board Members

FROM: Kendra Goodman, CPPO, CPPB, Purchasing Agent 

RE: Auction-Internet Surplus Sales
Permission to Tag-On to Pinellas County
RFP #056-0028-P: Services, Auction-Internet Surplus Sales
GovDeals, Incorporated

Per DOE Rule 6A-1.012(5) the District is permitted to tag-on to bids from other government entities, should it choose to do so. We are requesting permission to utilize Pinellas County RFP #056-0028-P: Services, Auction-Internet Surplus Sales bid from February 28, 2010 through February 27, 2011, for surplus items such as Food and Nutrition Smallwares, computers, copiers, vehicles (excluding school buses), etc. The contract has been reviewed and approved by Nancy Alfonso, School Board Attorney.

GovDeals, Incorporated commission rate is seven and one-half percent (7.5%) of all winning bids up to \$100,000, five and one-half percent (5.5%) for all items in excess of \$100,000, and three and one-half percent (3.5%) for items in excess of \$500,000 of the winning bid. GovDeals, Incorporated does not charge any listing fees or training fees. If an item is listed on GovDeals Incorporated does not sell there is no cost to the District.

Bob Debardelaben, President, GovDeals, Incorporated has agreed to extend the terms and conditions of RFP #056-0028-P: Services, Auction-Internet Surplus Sales to our District - see attached.

Should you have any questions regarding this matter, or if I can be of further assistance, please feel free to contact me at your earliest convenience.

KDG/dr

Attachments



District School Board of Pasco County

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638 • 813/794-2000

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January 7, 2010

BID PIGGYBACK REQUEST

PINELLAS COUNTY BID # 056-0028-P: Services, Auction-Internet Surplus Sales

Yes, I agree to allow the District School Board of Pasco County to piggyback on Bid #056-0028-P, under the same terms and conditions as the existing bid. The coverage period shall be from February 28, 2010 through February 27, 2011

No, I do not agree to allow the District School Board of Pasco County to piggyback Bid # 056-0028-P

Company Name: GovDeals, Inc.

Signature: Bob DeBardelaben Date: 1/8/2010

Typed Name and Title: Bob DeBardelaben, President

Telephone (w/area code): 334-387-0454 Fax Number (w/area code): 334-387-0519

DATE DUE: **PLEASE FAX TO PURCHASING NO LATER THAN: January 8, 2010**

By agreeing to renew, vendor acknowledges and agrees to be in compliance with the "Jessica Lunsford Act". Vendors conducting business with the District School Board of Pasco County, who will (1) be at the school when students are present, or (2) have direct contact with students, or (3) have access to or control of school funds must be Level 2 fingerprinted by Human Resources. If any of the above applies to this contract, you must have those individuals Level 2 fingerprinted and screened by the Districts Human Resource Department prior to commencement of services or work and must provide a list of employees with renewal. Please contact 813/794-2521 to arrange for an appointment. Costs associated with this background screening are to borne by the vendor. You may access information regarding this law through the internet link: http://election.dos.state.fl.us/laws/0511laws/ch_2005-028.pdf. This law is effective September 1, 2005.

The prospective bidder certifies, by submission and signature of this bid renewal form, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of Florida Statute 287.133(2)(a).

PLEASE RETURN TO:

DISTRICT SCHOOL BOARD OF PASCO COUNTY
ATTN: DEBRA REAVES, BUYER ASSISTANT
PURCHASING DEPARTMENT
20430 GATOR LANE
LAND O' LAKES, FL 34638
(813) 794-2219 (PHONE) (813) 794-2111 (FAX)

GovDeals
Sellers Agreement
Online Sales – Terms and Conditions

District School Board of Pasco County

Land O' Lakes, Florida

Online Sales – Terms and Conditions

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

Guaranty Waiver. All property is offered for sale “**AS IS, WHERE IS.**” **District School Board of Pasco 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 that 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 that the property does not conform to the description, **Seller** will keep the property and refund any money paid. The liability of **District School Board of Pasco County** shall not exceed the actual purchase price of the property. Please note that 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 items 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 item description. See special instructions on each auction page for inspection details.

Consideration of Bid. **District School Board of Pasco County** reserves the right to reject any and all bids and to withdraw from sale any of the items listed.

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

Payment. Payment in full is due not later than **5 business days** from the time and date of the Buyer's Certificate. Acceptable forms of payment are:

- U. S. Currency

- Certified Cashiers Check
- Money Order
- Company Check (with Bank Letter guaranteeing funds – **mandatory**)

Checks shall be made payable to: **District School Board of Pasco County**. Payments shall be made at the location listed in the Buyer's Certificate.

If Buyer is in default, Seller may negotiate with next closest bidder, re-list at another auction and/or pursue all legal proceedings.

Escrow Payment. When the purchase price (of a single item or the aggregate purchase price of multiple items) totals \$5,000 or greater, the Seller may require a down payment from the winning Buyer. This non-refundable fee will be 20% of the total purchase price. When the Seller exercises this option, the Buyer will have 48-hours from the time of issuance of the Buyers Certificate, to comply with this requirement. If Buyer fails to comply with this requirement within the stated time frame, the Seller can declare Buyer in default, bar them from further bidding and have them removed from the GovDeals system. If Buyer is in default, Seller may negotiate with next closest bidder, re-list at another auction and/or pursue all legal proceedings. All monies collected in escrow, will be deducted from total monies due at time of final payment.

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 and 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 **District School Board of Pasco County** assume responsibility for packing, loading or shipping. See special instructions on each auction page for removal details. A daily storage fee of \$10.00 may be charged for any item not removed within the 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 any restrictions as indicated in the item description on the website. Open titles cannot be issued. **District School Board of Pasco County** will not issue replacement titles.

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 items 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 that they have read, fully understand and accept these Terms and Conditions of Online Sales, and agree to pay for and remove the property, if the bid is accepted, by the dates and times specified. These Terms and Conditions are displayed at the top of each page of each item 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 the appropriate tax office, completing any forms, and paying any taxes that may be imposed.

Sales to Employees. Employees of the **District School Board of Pasco County** may bid on the property listed for auction, so long as they do NOT bid while on duty.

32236



Joe Lauro, CPPO/PPB
Director

INTEROFFICE MEMO

To: Robert S. LaSala, County Administrator

From: Joseph Lauro, Director of Purchasing *Joe Lauro*

Subject: Second and Final Term Extension and Addendum No. One (1) – Auction Services –
Contract No. 056-0028-P (CR)

Date: January 14, 2010

RECOMMENDATION: I RECOMMEND THE COUNTY ADMINISTRATOR APPROVE THE SECOND AND FINAL TERM EXTENSION OF THE CURRENT CONTRACT FOR THE ANNUAL REQUIREMENTS OF AUCTION SERVICES – INTERNET SURPLUS SALES AND ADDENDUM NO. ONE (1) WITH GOVDEALS, INC., MONTGOMERY, ALABAMA, AT THE SAME PRICES, TERMS AND CONDITIONS.

IT IS FURTHER RECOMMENDED THAT THE COUNTY ADMINISTRATOR SIGN THE AGREEMENTS.

ESTIMATED ANNUAL REVENUE: \$170,000.00

DISCUSSION: This contract for Auction Services – Internet Surplus Sales was originally awarded by the Board on February 21, 2006 and extended by the County Administrator on December 12, 2007; this is the second and final term extension. The present vendor's services have been satisfactory. Therefore, it is recommended that the second and final term extension be exercised.

In addition, addendum number one (1), as requested by Real Estate Management, allows GovDeals, Inc. to collect all auction proceeds due the County from the winning bidders, and remit the auction proceeds to the County, less the GovDeals fee and a 5% Buyers Premium.

Section 2-176 of the County Code authorizes the Director of Purchasing to approve all contract extensions under \$100,000 and the County Administrator to approve contract extensions for any annual amount for awards previously made by the Board of County Commissioners.

Contract Period: 02/28/10 THROUGH 02/27/12 N/A – One Time Purchase

Term Extension: Terms Length of None
Remaining Each Term

APPROVED: *Robert S. LaSala*
ROBERT S. LASALA
County Administrator


Date of Approval: 1-30-10

Attachments: Agreement (2)

IN WITNESS WHEREOF the parties herein have executed this Agreement for AUCTION SERVICES FOR INTERNET SURPLUS SALES pursuant to Bid No. 056-0028-P as of the day and year noted above.

Contractor:

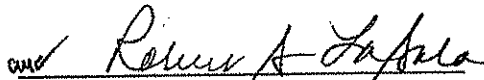
PINELLAS COUNTY, FLORIDA
by and through its
County Administrator



President (signature)

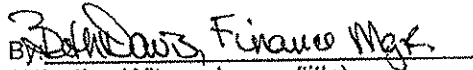
ROBERT L. DeBARDELEN

President (printed name)




County Administrator

ATTEST:

By: 

(Attesting Witness' name/title)

ATTEST:

By: 

(Attesting Witness' name/title)

APPROVED AS TO FORM:



Office of the County Attorney

It is understood GovDeals will absorb all costs of Charge Backs by PayPal or a Credit Card Company if an item is released to the bidder after proper payment notification is received by the Client from GovDeals and a signed Bill of Sale is retained from the winning Bidder by the Client.

It is understood GovDeals will not absorb a Charge Back won by a bidder in those rare occasions where a bidder pays for an item but never picks up the item and subsequently convinces PayPal or the Credit Card Company to charge the amount paid back to GovDeals. Since the Client still has the asset and may resell it, the client agrees to refund the Charge Back amount to GovDeals or agrees to allow GovDeals to withhold the Charge Back amount from future payments owed the Client.

It is understood 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 by GovDeals. There are no additional costs to the Client for this training and support.

It is also understood GovDeals is covered by a Crime Insurance Policy with a limit of \$5,000,000.00 which will protect the Client against any loss of funds.

Approved for GovDeals:

Robert D. Bardalob
President
1/11/2010
Title Date

Approved for Client:

Robert A. Lapala
County Administrator
1-20-10
Title Date

Please indicate by signature below only if Client elects to not allow GovDeals to deduct the GovDeals auction fees from auction proceeds due the client.

Name and Title

Please complete payment instructions below:

Accounting Contact:

Valerie Matthews Finance Operations Supervisor, Fixed Assets
Name and Title

E-Mail Address:

vmatthews@pinellascounty.org

Phone Number:

(727) 464-8331

Make check Payable to:

Pinellas County Board of County Commissioners
Client's Legal Name

Mail Check to:

400 Cleveland St. Fifth Floor
Street Address or P.O. Box Number

Clearwater FL 33756
City, State and Zip Code

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY
Michelle Wallace
Attorney

December 13, 2005

Bid openings were conducted on this date in the Purchasing Conference Room with the following persons in attendance:

Dorothy Milton, Procurement Analyst, Purchasing Department
(Bid Opener)
Interested Bidders
Dawn Barclay, Records Specialist III

3:04 P.M. Services, Auction-Internet Surplus Sales
Bid No. 056-0028-P

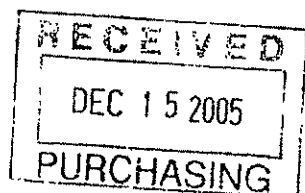
Legal notice published in the October 28, 2005 issue of the Pinellas News.

<u>Bid No.</u>	<u>Bidders</u>
1.	A1 Assets (Daves Bargain Outlet, LLC)
2.	GovDeals, Inc.

Adjournment: 3:12 P.M.

KEN BURKE, CLERK

By *Dawn Barclay*
Dawn Barclay
Records Specialist III



PINELLAS COUNTY EVALUATION CRITERIA TABULATION SHEET

RFP TITLE: **Services, Auction - Internet Surplus Sales**
 RFP #: **056-0028-P (TS)**

COMPANY NAME	EVALUATOR	EVALUATOR	EVALUATOR	EVALUATOR	EVALUATOR	TOTAL POINTS	TOTAL AVERAGE	RANK				
A1 Assets (Daves Bargain Outlet, LLC)	Jim Aggeles	0.00	Chuck Ankney	0.00	Mike McEntegart	0.00	Scott Mueller	0.00	Diane Smith	0.00	0.00	
GovDeals, Inc.	875.00	825.00	885.00	860.00	885.00	4330.00	866.00	1				

1

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Date: January 20, 2006