



# DISTRICT SCHOOL BOARD OF PASCO COUNTY

Kurt S. Browning, Superintendent of Schools

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638

Department of Purchasing  
Michael J. Woodall, CPPO, Purchasing Agent  
813/794-2221 Fax: 813/794-2111  
727/774-2221 TDD: 813/794-2484  
352/524-2221 email: mwoodall@pasco.k12.fl.us

May 7, 2013

## MEMORANDUM

TO: Honorable School Board Members

FROM: Michael J. Woodall, CPPO, Purchasing Agent *MJW*

RE: Auction-Internet Surplus Sales  
Permission to Piggyback Pinellas County Board of County Commissioners  
RFP # 112-0025-P (NP) – Auction Services – Internet Surplus Sales  
GovDeals, Incorporated

Per DOE Rule 6A-1.012(6) the District may make purchases at the unit prices in contracts awarded by other governmental agencies. Considering a competitive process was conducted, we are requesting permission to utilize Pinellas County Board of County Commissioners RFP #112-0025-P(NP) – Auction Services – Internet Surplus Sales from June 6, 2013 through June 5, 2014, for surplus items such as smallwares, computers, copiers, vehicles, etc. Bob DeBardelaben, President, GovDeals, Incorporated has agreed in writing (see attached) to extend the terms and conditions of RFP # 112-0025-P(NP) – Auction Services – Internet Surplus Sales to our District. The contract was reviewed and approved by Nancy Alfonso, School Board Attorney on June 28, 2012.

The 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 up to \$1,000,000. GovDeals, Incorporated does not charge any listing fees or training fees. There is no cost to the District for items that do not sell.

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.

MJW/dr

Attachments

Date/Time: May 1, 2013 08:45:00



## DISTRICT SCHOOL BOARD OF PASCO COUNTY

Kurt S. Browning, Superintendent of Schools

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638

### Purchasing Services

Michael J. Woodall, CPPO, Purchasing Agent

813/ 794-2222 Fax: 813/ 794-2111

727/ 774-2222 TDD: 813/ 794-2484

352/ 524-2222 e-mail: mwoodall@pasco.k12.fl.us

**REQUEST FOR PROPOSAL PIGGYBACK REQUEST**  
**REQUEST FOR PROPOSAL #112-0025-P(NP) Pinellas County Schools**  
**REQUEST FOR PROPOSAL TITLE: Auction Services – Internet Surplus Sales**

Yes, I agree to allow the District School Board of Pasco County to piggyback RFP # **112-0025-P(NP) Pinellas County Schools**, under the same terms and conditions. The coverage period shall be effective from the contract dates of June 6, 2013 through June 5, 2014.

No, I do not agree to allow the District School Board of Pasco County to piggyback RFP # **112-0025-P(NP)**.

COMPANY NAME: GovDeals, Inc.

SIGNATURE: Robert De Bardelaben

TYPED NAME AND TITLE: Bob Debardelaben, President

(Person authorized to bind your company)

TELEPHONE (WITH AREA CODE): 407-462-5955 or 334-462-0454

FAX NUMBER (WITH AREA CODE): 334-387-0519

Email: bdebardelaben@govdeals.com

DATE: APRIL 8, 2013

The prospective bidder certifies, by submission and signature of this piggyback request 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 FAX BACK TO:

DISTRICT SCHOOL BOARD OF PASCO COUNTY  
**ATTENTION: Debra Reaves, Buyer Assistant**  
PURCHASING DEPARTMENT  
20430 GATOR LAND  
LAND O' LAKES, FL 34638  
(813) 794-2219 (PHONE)  
(813) 794-2111 (FAX)



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

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: Joe Lauro  
JOSEPH LAURO, CPPO/CPPB  
Director of Purchasing

Date of Approval: 6/6/12

Attachments: Agreements (2)

District School Board  
of Pasco County

JUL 24 2012

Board Approved



# GovDeals

## Online Auction Memo of Understanding

---

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,



## EXHIBIT A - Online Auction Memo of Understanding

---

### 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.

## 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	Redacted	_____
County of Bank		_____
Name of Client: (Name on bank account)		am. -
Bank Routing Number		_____
Bank Account Number		_____
Checking/Savings		_____

**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.



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.