Flagler County Board of County Commissioners
Consent: BOCC Departments / Agenda Item 7.f.

Meeting Date:	October 5, 2026
Department Contact:	Kelly Bowman, Procurement Coordinator, Jessica Martin, Procurement Coordinator
Subject:	**Approval to Piggyback the Pinellas County Agreement #26-0488-RFP: On-Line Auction Services for Miscellaneous Surplus with Liquidity Services Operations LLC d/b/a GovDeals, Inc.**

Overview/Summary:
Staff is seeking authorization to piggyback on the Pinellas County Board of County Commissioners agreement with GovDeals, Inc., per Request for Proposal (RFP) 26-0488-RFP for On-Line Auction Services for Miscellaneous Surplus. 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.

On August 24, 2026, the Pinellas Board of County Commissioners entered into agreement for sixty (60) months, expiring August 26, 2031. There are no charges to the County for services provided which may include marketing efforts, training, software upgrades, onsite consultation and support. All agencies that piggyback this contract are eligible to earn a year-end rebate based on the aggregated sales volume.

Strategic Plan:
Goal 1 – Maintain Financial Stability

Funding Information:
N/A

Recommendations:
Staff recommends that the Board approve the piggyback of Pinellas County Board of County Commissioners Agreement per Request for Proposal (RFP) 26-0488-RFP for On-Line Auction Services for Miscellaneous Surplus with GovDeals, Inc. and authorize the Chair to execute the Flagler County Cooperative Agreement #26-PB-024 as approved as to form by the County Attorney and approved by the Interim County Administrator.

Attachments:
1. 07 CN - 26-PB-024 - 1) On-Line Auction Services - GovDeals - witness

Docusign Envelope ID: F7D66D6B-AE6E-84A9-83B3-D80E6B7A3913

COOPERATIVE PURCHASE AGREEMENT
FOR ONLINE AUCTION SERVICES OF MISCELLANEOUS SURPLUS
26-PB-024

This Cooperative Purchase Agreement ("Agreement") by and between the Flagler County Board of County Commissioners, a political subdivision of the State of Florida, whose address is 1769 East Moody Boulevard, Building 2, Bunnell, Florida 32110, ("County"), and Liquidity Services Operation, LLC d/b/a/GovDeals, a Maryland limited liability company, whose address is 6931 Arlington Rd., Ste. 460, Bethesda, MD 20814 ("Contractor").

RECITAL

A. The County desires to "piggyback" from the Pinellas County Contract Number 26-0488-RFP for On-Line Auction Services for Miscellaneous Surplus - Revenue, dated August 27, 2026, attached hereto as Attachment A and incorporated herein ("Pinellas County Agreement").

B. The Flagler County Board of County Commissioners, on October 5, 2026, approved this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the Contractor and the County agree as follows:

TERMS

1. **RECITALS:** The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

2. **TERM:** The term of this Agreement is October 5, 2026 through August 26, 2031.

3. **SCOPE OF WORK:**

A. The Contractor agrees to provide the Services/Supplies to the County as specifically described and set forth in the Pinellas County Agreement. The provisions of this Agreement shall control in the event of any conflict between it and the provisions of the Pinellas County Agreement.

B. The Contractor represents and warrants to the County that: (i) it possesses all qualifications, licenses and expertise required under the Solicitation Documents for the performance of the Services; (ii) it is not delinquent in the performance of any obligations to the County under any other contract; (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; and (iv) the Services will be performed in accordance with the Pinellas County Agreement.

4. **COMPENSATION:** The County agrees to pay the Contractor for the faithful performance under this Agreement based on the provisions of the Pinellas County Agreement.

5. **PUBLIC RECORDS:** The Contractor Acknowledges that it has read and understands and agrees to comply with the Florida Public Records Law. Pursuant to Section 119.0701(2), Fla. Stat., the Contractor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Fla. Stat., made or received by the Contractor in conjunction with this Agreement. Specifically, the Contractor shall:

Docusign Envelope ID: F7D66D6B-AE6E-84A9-83B3-D80E6B7A3913

A. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services including, but not limited to, correspondence and reports;

B. Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided by law;

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and

D. Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

The Contractor shall promptly provide the County with a copy of any requests to inspect or to copy public records in possession of the Contractor and shall promptly provide the County with a copy of the Contractor's response to each such request. Failure to grant such public access will be grounds for immediate termination of this Agreement by the County.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, (386) 313-4005; PUBLICRECORDS@FLAGLERCOUNTY.GOV; or 1769 E. MOODY BLVD., BLDG. 2, BUNNELL, FL 32110

6. **COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS:** The Contractor understands that agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, disclosures, etc. County and the Contractor agree to comply with and observe all applicable laws, codes and ordinances as they may be amended from time to time.

7. **INDEMNIFICATION:** The Contractor shall indemnify, defend and hold harmless the County and its officials, employees and agents (collectively referred to as "Indemnitees") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with: (i) the performance or non-performance of the services contemplated by this Agreement which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of the Contractor or its employees, agents or subcontractors (collectively referred to as "Contractor"), unless it is, or is alleged to be caused in whole (whether individual, joint, concurrent or contributing) by any act, omission, default or negligence (whether active or passive) of the Indemnitees, or any of them, or (ii) the failure of the Contractor to comply with any of the paragraphs herein or the failure of the Contractor to conform to statutes, ordinances, or other regulations or

Docusign Envelope ID: F7D66D6B-AE6E-84A9-83B3-D80E6B7A3913

requirements of any governmental authority in connection with the performance of this Agreement. The Contractor expressly agrees to indemnify and hold harmless the Indemnitees, or any of them, from and against all liabilities which may be asserted by an employee or former employee of the Contractor, or any of its subcontractors, as provided above, for which the Contractor's liability to such employee or former employee would otherwise be limited to payments under state Workers' Compensation or similar laws. This section shall survive the termination of this Agreement.

8. **DEFAULT:** If the Contractor fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then the Contractor shall be in default. Upon the occurrence of a default hereunder the County, in addition to all remedies available to it by law, may immediately, upon written notice to the Contractor, terminate this Agreement whereupon all payments, advances, or other compensation paid by the County to the Contractor while the Contractor was in default shall be immediately returned to the County. The Contractor understands and agrees that termination of this Agreement under this section shall not release the Contractor from any obligation accruing prior to the effective date of termination.

9. **RESOLUTION OF CONTRACT DISPUTES:** The Contractor understands and agrees in the event of a dispute between the Contractor and the County based upon an alleged violation of the terms of this Agreement by the County, the Contractor shall submit a detailed statement of the dispute, accompanied by all supporting documentation, to the County Administrator or designee for his/her resolution. The Contractor shall not commence litigation until the County Administrator or designee issues a written determination as to the dispute or the expiration of sixty (60) days from the submission of the dispute, whichever is earlier.

10. **TERMINATION RIGHTS:**

A. The County shall have the right to terminate this Agreement, in its sole discretion, at any time, by giving written notice to the Contractor at least thirty (30) business days prior to the effective date of such termination. In such an event, the County shall pay the Contractor compensation for services rendered and expenses incurred prior to the effective date of termination. In no event shall the County be liable to the Contractor for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

B. The County shall have the right to terminate this Agreement, with notice to the Contractor, upon the occurrence of an event of default hereunder. In such event, the County shall not be obligated to pay any amounts to the Contractor while the Contractor was in default under this Agreement.

11. **INSURANCE:** The Contractor shall, at all times during the term hereof, maintain such insurance coverage at the minimum amounts and types of Insurance described in Attachment "B", attached hereto and incorporated herein. Evidence of such coverage shall be furnished to the County on Certificates of Insurance indicating such insurance to be in force and effect and providing that it will not be canceled during the performance of the services under this Agreement without thirty (30) calendar days prior written notice to the County or, alternatively, reconfirmation of the insured status of coverage in accordance with Attachment B.

Docusign Envelope ID: F7D66D6B-AE6E-84A9-83B3-D80E6B7A3913

12. **NOTICES:** All notices or other communications required under this Agreement shall be in writing and shall be given by hand-delivery or by certified U.S. Mail, return receipt requested, addressed to the other party at the address indicated below or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

TO THE CONTRACTOR:

Liquidity Services Operations LLC
6931 Arlington Rd, Ste 469
Bethesda, MD 20814

TO THE COUNTY:

Flagler County BOCC
Attn: Office of Procurement and Contracts
1769 E. Moody Blvd., Building 2
Bunnell, Florida 32110

13. **MISCELLANEOUS PROVISIONS:**

A. This Agreement shall be construed and enforced according to the laws of the State of Florida except its conflict of laws provisions. Venue for any legal proceedings shall be in the Seventh Judicial Circuit in and for Flagler County, Florida. In order to expedite the conclusion of any litigation between them involving this Agreement, the parties mutually waive their right to demand a jury trial and/or file permissive counterclaims in such civil actions.

B. Title and paragraph headings are for convenient reference and are not a part of this Agreement.

C. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

D. Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

E. This Agreement constitutes the sole and entire agreement between the parties hereto. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the parties hereto.

F. This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns. This Agreement shall not be assigned by the Contractor, in whole or in part, without the prior written consent of the County, which may be withheld or conditioned, in the County's sole discretion.

Docusign Envelope ID: F7D66D6B-AE6E-84A9-83B3-D80E6B7A3913

G. The Contractor has been procured and is engaged to provide services to the County as an independent Contractor, and not as an agent or employee of the County.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective officials thereunto duly authorized, this the day and year above written.

ATTEST:

_____

Tom Bexley, Clerk of the Circuit Court and Comptroller

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

_____

Leann Pennington, Chair

APPROVED AS TO FORM:

Sean S. Moylan Digitally signed by Sean S. Moylan Date: 2026.09.17 11:37:49 -04'00'

_____

Sean S. Moylan, Deputy County Attorney

As authorized for execution by the Board of Flagler County Board of County Commissioners at its October 5, 2026, regular meeting.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE TO FOLLOW.]

Docusign Envelope ID: F7D66D6B-AE6E-84A9-83B3-D80E6B7A3913

WITNESS:

Signed by:
Laurie Goldstein
D280C245974E45B...
Signature

Laurie Goldstein Manager, Proposal Team
Print Name, Title

Liquidity Services Operations LLC, D/B/A GovDeals

Signed by:
Nick Carr
C36DB6C7CA2C4B7...
Signature

Nick Carr Vice President
Print Name, Title

9/22/2026
Date

[THIS SPACE INTENTIONALLY LEFT BLANK; ATTACHMENTS A & B TO FOLLOW.]

Docusign Envelope ID: F7D66D6B-AE6E-84A9-83B3-D80E6B7A3913

ATTACHMENT "A"

Agreement between Pinellas County and Liquidity Services Operations LLC, d/b/a GovDeals, as presented to the Flagler County Board of County Commissioners on file with the Clerk of County and with the Procurement & Contract Services Manager of Flagler County.

Docusign Envelope ID: F7D66D6B-AE6E-84A9-83B3-D80E6B7A3913

AGREEMENT

26-0488-RFP

On-Line Auction Services for Miscellaneous Surplus - Revenue

This Agreement (the "Agreement" or "Contract"), is entered into on the date last executed below ("Effective Date"), by and between Pinellas County, a subdivision of the State of Florida whose primary address is 315 Court Street, Clearwater, Florida 33756 ("COUNTY") and Liquidity Services Operations LLC, 6931 Arlington Rd., Ste. 460, Bethesda, MD 20814 (hereinafter "CONTRACTOR" or "Vendor") (jointly, the "Parties").

NOW THEREFORE, the Parties agree as follows:

A. **Documents Comprising Agreement**

1. This Agreement, including the Exhibits listed below, constitutes the entire agreement and understanding of the Parties with respect to the transactions and services contemplated hereby and supersedes all prior agreements, arrangements, and understandings relating to the subject matter of the Agreement. The documents listed below are hereby incorporated into and made a part of this Agreement:

   a. This Agreement

   b. Exhibit A - Pinellas County Standard Terms & Conditions, located on Pinellas County Purchasing's website, effective 4/10/2025, posted at https://pinellas.gov/county-standard-terms-conditions/

   c. Solicitation Section 4, titled Special Conditions attached as Exhibit B.

   d. Solicitation Section 5, titled Insurance Requirements attached as Exhibit C.

   e. Contractor's response to Solicitation Section 6, titled Scope of Work / Specifications attached as Exhibit D.

   f. Contractor's response to Solicitation Section 9, titled Pricing Proposal attached as Exhibit E.

2. In the case of a conflict, the terms of this document govern, followed by the terms of the attached Exhibits, which control in the order listed above.

B. **Term**

1. Unit prices submitted of listed items Exhibit E will be held firm for the duration of the Agreement. Duration of the Agreement will be for a period of 60 months from the Effective Date (the "Contract Term").

C. **Expenditures Cap**

1. Payment and pricing terms for the initial and renewal terms are subject to the Pricing Proposals in Exhibit E. County expenditures under the Agreement will not exceed $110,000.00 for the Contract Term without a written amendment to this Agreement.

Docusign Envelope ID: F7D66D6B-AE6E-84A9-83B3-D80E6B7A3913

2. In no event will annual expenditures exceed $30,000.00 in any given fiscal year without a written amendment to the Agreement.

D. **Entire Agreement**

1. This Agreement constitutes the entire agreement between the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their undersigned officials, who are duly authorized to bind the Parties to the Agreement.

For Contractor: **Liquidity Services Operations LLC**

Signature: Signed by: Nick Carr C36DB6C7CA2C4B7...

Print Name and Title: Nick Carr, Vice President, Revenue

Date: 8/24/2026

For County:

Signature:

Print Name and Title: Merry Celeste, Purchasing Official

Date: 8/27/2026

APPROVED AS TO FORM
By: *Keiah Townsend*
Office of the County Attorney

Docusign Envelope ID: F7D66D6B-AE6E-84A9-83B3-D80E6B7A3913

1. Special Terms & Conditions

1.1. INTENT

It is the intent of Pinellas County to establish an Agreement for On-Line Auction Services for Miscellaneous Surplus - Revenue to be ordered, as and when required.

1.2. NON-NEGOTIABLE TERMS

While the County prefers that no exceptions to its contract terms be taken, the solicitation does authorize respondent to take exception to terms as part of its submittal. The County has deemed the following contract terms in the County's Standard Terms & Conditions https://pinellas.gov/county-standard-terms-conditions/ to be non-negotiable:

Section 3: Compliance with Applicable Laws (all terms)

Section 7: Indemnification & Liability (all terms)

Section 8: Insurance & Conditions Precedent

Section 10(G): Governing Law & Venue

Section 12(A): Fiscal Non-Funding

Section 13: Confidential Records, Public Records, & Audit (all terms)

Section 19: Digital Content (all terms) (*if the Agreement includes software, online, or digital content services*)

Any terms required by law

1.3. PRICING/PERIOD OF CONTRACT

Unit prices submitted of listed items will be held firm for the duration of the Agreement. Duration of the Agreement will be for a period of 60 months from the date of Agreement award and any extension thereof.

1.4. TERM EXTENSION(S) OF CONTRACT

Not Applicable

1.5. PRE-COMMENCEMENT MEETING

Upon award of the Agreement, the County will coordinate a pre-commencement meeting with the successful Contractor. The meeting will require Contractor and the County Representative to review specific Agreement details and deliverable documents at this meeting to ensure the scope of work and work areas are understood.

Docusign Envelope ID: F7D66D6B-AE6E-84A9-83B3-D80E6B7A3913

1.6. ORDERS

Within the term of this Agreement, County may place one or more orders for goods and/or services at the prices listed on the Pricing Proposal section of this solicitation, which is incorporated by reference hereto.

1.7. ASBESTOS MATERIALS

The Contractor must perform all Work in compliance with Federal, State and local laws, statutes, rules, regulations and ordinances, including but not limited to the Department of Environmental Protection (DEP)'s asbestos requirements, 40 CFR Part 61, Subpart M, and OSHA Section 29 CFR 1926.58. Additionally, the Contractor must be properly licensed and/or certified for asbestos removal as required under Federal, State and local laws, statutes, rules, regulations and ordinances. The County is responsible for filing all DEP notifications and furnish a copy of the DEP notification and approval for demolition to the successful Contractor. The County will furnish a copy of the asbestos survey to the successful Contractor. The Contractor must keep this copy on site at all times during the actual demolition.

1.8. SERVICES

The terms below are applicable if the Solicitation includes the provision of SERVICES:

A. **ADD/DELETE LOCATIONS SERVICES** - The County reserves the right to unilaterally add or delete locations/services, either collectively or individually, at the County's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the County. In such case, the Contractor(s) will be required to provide services to this agreement in accordance with the terms, conditions, and specifications.

1.9. GOODS & PRODUCTS

The terms below are applicable if the Solicitation includes the purchase of GOODS or PRODUCTS:

A. **DELIVERY/CLAIMS** - Prices quoted will be FOB Destination, freight included and unloaded to location(s) within Pinellas County. Actual delivery address(s) will be identified at time of order. Successful Contractor(s) will be responsible for making any and all claims against carriers for missing or damaged items.

1.10. QUANTITIES

Any quantities stated are an estimate only and no guarantee is given or implied as to quantities that will be used during the Agreement period. Estimated quantities are based upon previous use and/or anticipated needs.

1.11. PERFORMANCE SECURITY

Not Applicable

Docusign Envelope ID: F7D66D6B-AE6E-84A9-83B3-D80E6B7A3913

1.12. FEES AND EXPENSES

The agreed to compensation will include all standard day-to-day administrative, overhead and internal expenses; including, but not limited to:

- computer/software
- support
- equipment and usage
- office supplies
- telephone charges
- safety equipment
- emails
- consumables
- electronic data transmission fees
- other consulting services
- standard copier usage
- special presentations
- fax charges
- regular and certified postage
- 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.

Docusign Envelope ID: F7D66D6B-AE6E-84A9-83B3-D80E6B7A3913

1. Insurance Requirements

1.1. INSURANCE (General)

The Vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to recommendation for award. The Vendor shall obtain and maintain, and require any subcontractor to obtain and maintain, at all times during its performance of the Agreement in Phase 1 insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Vendor shall maintain coverage and provide evidence of insurance for 2 years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of VIII or better.

1.2. INSURANCE (Requirements)

A. Submittals should include, the Vendor's current Certificate(s) of Insurance. If Vendor does not currently meet insurance requirements, Vendor shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract. Upon selection of Vendor for award, the selected Vendor shall email certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s).

B. **The Certificate holder section shall indicate Pinellas County, a Political Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County, a Political Subdivision shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.**

C. 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 Bid and/or contract period.

D. If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the Work, you will be notified by CTrax, the authorized vendor of Pinellas County. Upon notification, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@ididata.com by the Vendor or their agent prior to the expiration date.

    1. Vendor 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 Vendor from its insurer Notice shall be given by email to Pinellas County Risk

Docusign Envelope ID: F7D66D6B-AE6E-84A9-83B3-D80E6B7A3913

Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Vendor of this requirement to provide notice.

2. Should the Vendor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement,.

E. If subcontracting is allowed under this Bid, the Primary Vendor 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 the Vendor and its Subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall

   a. Require each Subcontractor to be bound to the Vendor to the same extent the Vendor 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;

   b. Provide for the assignment of the subcontracts from the Vendor to the County at the election of Owner upon termination of the Contract;

   c. Provide that County will be an additional indemnified party of the subcontract;

   d. 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;

   e. Provide a waiver of subrogation in favor of the County and other insurance terms and/or conditions

   f. Assign all warranties directly to the County; and

   g. Identify the County as an intended third-party beneficiary of the subcontract. The Vendor 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.

F. 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.

Docusign Envelope ID: F7D66D6B-AE6E-84A9-83B3-D80E6B7A3913

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 Vendor.
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. All policies shall be written on a primary, non-contributory basis.

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:

1.3. COMMERCIAL GENERAL LIABILITY INSURANCE

Includes, but not limited to, Independent Vendor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

A. Limits
   1. Combined Single Limit Per Occurrence $ 1,000,000
   2. Products/Completed Operations Aggregate $ 2,000,000
   3. Personal Injury and Advertising Injury $ 1,000,000
   4. General Aggregate $ 2,000,000

1.4. CYBER RISK LIABILITY (NETWORK SECURITY/PRIVACY LIABILITY) INSURANCE

To include 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:

A. Limits
   1. Each Occurrence $ 1,000,000
   2. General Aggregate $ 1,000,000

B. 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.

Docusign Envelope ID: F7D66D6B-AE6E-84A9-83B3-D80E6B7A3913

1.5. PROPERTY INSURANCE

Vendor will be responsible for all damage to its own property, equipment and/or materials.

Docusign Envelope ID: F7D66D6B-AE6E-84A9-83B3-D80E6B7A3913

1. Scope of Work / Specifications

1.1. OBJECTIVE/JUSTIFICATION

Pinellas County 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 objective with an online auction service program is 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).

1.2. SCOPE OF WORK

To provide on-line auction services for the sale of miscellaneous County-owned surplus equipment.

1.3. MINIMUM REQUIREMENTS

A. The Contractor shall have the applicable experience performing online auctioning services, specifically with municipal and governmental agencies.

B. The Contractor 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 County.

C. The Contractor shall be required to work closely with the County representative to coordinate payment and pick-up of assets purchased.

D. The Contractor 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 County reserves the right to request a replacement of designated representative if it finds that the individual is not responsive.

E. The solution proposed shall at a minimum provide the following:

1. Accept descriptive information concerning an asset including unlimited photos.
2. Allow different auction phases based upon dates and times.
3. Allow the County to set minimum starting prices, bid increments and reserves.

Docusign Envelope ID: F7D66D6B-AE6E-84A9-83B3-D80E6B7A3913

4. Have multiple line items per lot (i.e., computers).
5. Have one asset per listing (i.e., refrigerator).
6. Ability to have multiple lots per auction (150-line items-equipment).
7. Add sales tax (currently at 7%) to the winning bids.
8. List specific times for public viewing and different times for pick-up of the equipment.
9. List multiple locations and complete descriptions including terms of sale.
10. Have multiple starting and ending times.
11. Provide real-time monitoring of the auctions in progress
12. Provide auction detail and summary data, including detailed reporting and records in electronic format.
13. The proposed solution shall have the capability of disallowing (banning) a defaulted buyer from bidding on future surplus.

F. The Contractor shall have a back-up system for emergencies.

G. The Contractor shall have the ability to provide the County with a certificate of sale (Seller's certificate) and the successful buyer with a buyer's certificate.

H. Prior to auction, the successful proposer shall:

1. Provide staff on-site at designated times prior to an auction to record descriptions of lots and obtain digital photographs.
2. Upload the description and photographic documentation to the proposer's website.

I. During the auction processes, the County reserves the right to reject any and all bids.

1. If a dispute arises between two or more bidders, the County may decide the dispute or may immediately put the lot up for sale again and resell to the highest bidder. The decision of the County shall be final and absolute.
2. The successful proposer will not be operating and/or in possession of County's equipment.
3. 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 County.
4. The Contractor 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 – WHEREIS".

J. After the auction the Contractor shall:

Docusign Envelope ID: F7D66D6B-AE6E-84A9-83B3-D80E6B7A3913

1. Have the ability to electronically receive sale proceeds from buyer and communicate same to the County.
2. The Contractor's representative shall contact the County prior to the anticipated pickup to schedule dates, time and route
3. The Contractor shall be fully responsible for all pickup and removal activities of purchased miscellaneous equipment after the sale has been completed.
4. Under no circumstances will the County assume responsibility for any packing, loading or shipping.
5. Upon removal of the property, all sales shall be final, no returns and no exchanges.
6. The Contractor shall have the ability to disperse sale proceeds to the County on a time interval designated by the County.

1.4. TRAINING AND SUPPORT SERVICES

A. The Contractor shall provide training and support services to assist in the implementation of the proposed online auction system, including but not limited to:

1. Familiarization with the nature and operation of the proposed system
2. Guidance in the posting of assets
3. Provide ongoing training and support, either on-site, webinars or via telephone.
4. Procedures for taking and posting pictures of assets

B. Technical Support

1. The Contractor shall provide easily accessible and responsive technical support and customer services.
2. Problems identified either by the County or buyer shall be responded to in writing within forty-eight (48) hours of notification.

C. Auction Reports

1. The Contractor shall maintain an inventory of all items listed for sale.
2. Within no later than ten (10) business days following the auction) and upon request, the Contractor shall provide the County with complete reports of all transactions to include:
    a. Identification of each item sold
    b. Number of bids received

Docusign Envelope ID: F7D66D6B-AE6E-84A9-83B3-D80E6B7A3913

c. Name of the successful buyer including the complete address, phone number, email address,

d. Sale amount on the day of the auction

e. Commission charges and net proceeds

1.5. REBATES

A. Provide information about available rebates the County will receive for auctions.

B. The Contractor 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.

EXHIBIT E - PRICING

PRICE TABLES

Line Item	Description	Commissions Fee	Percentage
1	Items with sale price less than $5,000	Commissions Fee	0%
2	Items with sale price between $5,001 - $15,000	Commissions Fee	1%
3	Items with sale price over $15,000	Commissions Fee	2%

Line Item	Description	Unit of Measure	Percentage
1	Items with sale price less than $5,000	Buyer's Fee	12.5%
2	Items with sale price between $5,001 - $15,000	Buyer's Fee	12.5%
3	Items with sale price over $15,000	Buyer's Fee	12.5%

Docusign Envelope ID: F7D66D6B-AE6E-84A9-83B3-D80E6B7A3913

ATTACHMENT "B"

INSURANCE REQUIRED – Before execution of the Agreement by the County and commencement of the operations and/or services to be provided, and during the duration of the Agreement, the vendor shall file with the County current certificates of all required insurance on forms acceptable to the County, which shall include the following provisions:

A. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and acceptable to the County.

B. The Certificates shall clearly indicate that the vendor has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section.

C. No material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County.

The vendor shall require and ensure that each of its subcontractors providing services here under (if any) procures and maintains, until the completion of the services, insurance of the types and to the limits specified herein.

Coverage Required – Unless otherwise specified, the Contractor shall, at its sole expense, maintain in effect at all times during the performance of the services insurance coverage with limits not less than those set forth below and with insurers and under forms of policies satisfactory to County.

Coverage

Minimum Amounts and Limits

- Worker's Compensation
  - Statutory requirements at location of Work
- Employer's Liability
  - $ 1,000,000 each occurrence
  - $ 1,000,000 disease, aggregate
  - $ 1,000,000 disease, each employee
- Commercial General Liability
  - $ 2,000,000 General Aggregate
  - $ 2,000,000 Products-Comp. Ops Aggerate
  - $ 1,000,000 Each Occurrence
  - $ 500,000 Fire Damage

Docusign Envelope ID: F7D66D6B-AE6E-84A9-83B3-D80E6B7A3913

- $ 0 Medical Expense

Insurance carrier(s) must have a minimum financial rating of A-.

Coverage shall apply to the indemnity provided to Flagler County and shall include Flagler County its officers and employees, as additional insureds, as regards to liability arising out of the Contractor's performance of the work or the work performed by others on behalf of the Contractor under this Agreement. The insurance afforded to the County shall state that it is primary insurance and shall provide for a severability of interest or cross-liability clause. Prior to entering into the Agreement with the County, the Contractor shall furnish County with Certificates of Insurance (identifying on the face thereof the Project name and Agreement number) as evidence of the above required insurance and such Certificates shall include the following language: Flagler County BOCC as additional insured and an endorsement for which has been issued, subject to a requirement for recurring certificate of insurance every fifteen (15) days from the contract award date until, all obligations under the Contract/Agreement are completed.

Alternatively, in lieu of recurring certificates, the Contractor or vendor may provide a certificate of insurance that contains a provision that coverage afforded under the policies will not be cancelled until at least thirty (30) days prior written notice has been given to the County, except that in the event of cancellation for nonpayment of premium the County shall receive notice as prescribed by state law (10 days). The cancellation clause should read as follows: “Should any of the described policies be canceled or material modified before the expiration date thereof, the issuing company will mail 30 day prior written notice to the certificate holder named below, except that in event of cancellation for nonpayment of premium, the notice shall be 10 days unless a longer time is prescribed by Florida Statute.”

The County will not maintain any insurance on behalf of the Contractor covering loss or damage to the work or to any other property of the Contractor.

None of the requirements contained herein as to types, limits and approval of insurance coverage to be maintained by the Contractor are intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by the Contractor under the Agreement.

The Contractor shall deliver the original Certificate of Insurance and one copy to the agent of the County.

Notices, in original and one copy, of cancellation, termination and alteration of such policies shall also be provided to the agent of the County.