

**SUBMIT
PROPOSAL
TO:**

Pinellas County Board of County
Commissioners
Purchasing Department
400 South Ft. Harrison, Sixth Floor
Clearwater, Florida 33756

REQUEST FOR PROPOSAL

PINELLAS COUNTY
BOARD OF COUNTY COMMISSIONERS

PROPOSAL TITLE: SERVICES, AUCTION – INTERNET SURPLUS SALES

PRE-PROPOSAL CONFERENCE: Not Applicable

PROPOSAL NO:
056-0028-P (TS)

www.pinellascounty.org



PROPOSAL IS DUE: **December 13, 2005 @ 3:00P.M.** AND MAY NOT BE WITHDRAWN FOR: 120 DAYS AFTER SUCH DATE AND TIME.

DEADLINE FOR WRITTEN QUESTIONS: **December 1, 2005** by 3:00 P.M.

CONTACT PERSON: TIM SHOBY, CPPO, CPPB

EMAIL ADDRESS: tshoby@co.pinellas.fl.us

PHONE: **727 464-3311**

FAX: **727/464-3925**

ISSUE DATE:
October 28, 2005

COMMISSIONERS

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THE MISSION OF PINELLAS COUNTY

Pinellas County Government is committed to progressive public policy, superior public service, courteous public contact, judicious exercise of authority and sound management of public resources to meet the needs and concerns of our citizens today and tomorrow.

Candy Mancuso
JOSEPH LAURO,
CPPO/ CPPB
Director of Purchasing

SECTION A

GENERAL CONDITIONS OF REQUEST FOR PROPOSAL

1. SUBMISSION OF PROPOSAL:

- a) Proposals will be opened immediately after the proposal submittal date and time (3:00 PM) by the Pinellas County Purchasing Department, 400 South Fort Harrison Avenue, Annex Building, 6th Floor, Clearwater, FL 33756. The public may attend the proposal opening, but may not immediately review any proposals submitted. The names of respondents only will be read aloud at the time of opening. Pursuant to Section 119.07(3)(m), all proposals submitted shall be subject to review as public records 10 days from opening, or earlier if an intended decision is reached before the 10-day period expires. Late proposals will not be accepted.
- b) Proposals and changes thereto shall be enclosed in sealed envelopes or packages, addressed to the Purchasing Department, Pinellas County. The name and address of the firms, the date and hour of the proposal submittal, and the title shall be placed on the outside of the envelope.
- c) Proposals must follow the format of the RFP and structure their responses to follow the sequence of the RFP when submitting a proposal. County staff will evaluate the proposals received, based on responsiveness to the evaluation criteria and based on the information being provided in the required sequence.
- d) Proposers must have experience in work of the same or similar nature, and must provide references that will satisfy the County. Proposer must furnish a reference list of at least four (4) customers for whom they have performed similar services and must provide information as specified in Section D.
- e) Proposer is advised that exceptions to any of the terms contained in this RFP or the attached service agreement must be identified in its response to the RFP. Failure to do so may lead County to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.

SECTION A - GENERAL CONDITIONS**2. WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS:**

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this proposal must be sent in writing (mail or fax) to the Purchasing Department and received no later than the deadline specified in Section B. Responses to questions may be handled as an addendum if the response would provide clarification to requirements of the /proposal. All such addenda shall become part of the contract documents. The County will not be responsible for any other explanation or interpretation of the proposed RFP made or given prior to the award of the contract. The Purchasing Department will be unable to respond to questions received after the specified deadline.

3. DESCRIPTION OF SUPPLIES/SERVICES:

Any manufacturer's names, trade names, brand name, or catalog numbers used in specifications are for the purpose of describing and establishing general quality levels. SUCH REFERENCES ARE NOT INTENDED TO BE RESTRICTIVE. Proposals will be considered for all brands that meet the quality of the specifications listed for any items.

4. RIGHTS OF PINELLAS COUNTY IN REQUEST FOR PROPOSAL PROCESS:

In addition to all other rights of the County under Florida law, the County specifically reserves the following:

- a) Pinellas County reserves the right to rank firms and negotiate with the highest-ranking firm. Negotiation with an individual proposer does not require negotiation with others.
- b) Pinellas County reserves the right to select the proposal that it believes will serve the best interest of Pinellas County.
- c) Pinellas County reserves the right to reject any or all Requests for Proposals.
- d) Pinellas County reserves the right to cancel the entire Request for Proposal.
- e) Pinellas County reserves the right to remedy or waive technical or immaterial errors in the Request for Proposal or in proposals submitted.
- f) Pinellas County reserves the right to request any necessary clarifications or proposal data without changing the terms of the proposal.
- g) Pinellas County reserves the right to make selection of the proposer to perform the services required on the basis of the original proposals without negotiation.

5. EVALUATION CRITERIA:

The evaluation criteria define the factors that will be used by the Evaluation Committee to evaluate and score responsive, responsible and qualified proposals. Proposers shall include sufficient information to allow the Evaluation Committee to thoroughly evaluate and score their proposals. Each proposal submitted shall be evaluated and ranked by an evaluation committee. The contract will be awarded to the most qualified proposer, per the evaluation criteria listed in Section E of the RFP. Proposers will ordinarily not be suggested for award/ranking of firms or oral presentations if a score of at least eighty percent (80%) of the total points available is not achieved through evaluation.

6. COSTS INCURRED BY PROPOSERS:

All expenses involved with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne solely by the Proposer(s). No payment will be made for any responses received, or for any other effort required of, or made by, the Proposer(s) prior to contract commencement.

7. ORAL PRESENTATION:

An oral presentation of proposal may be requested of any firm, at the Evaluation Committee's discretion.

SECTION A - GENERAL CONDITIONS
8. CONFLICT OF INTEREST:

- a) The Proposer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Fla. Stat., §112.311, et. Seq. The Proposer further represents that no person having any interest shall be employed for said performance.
- b) The Proposer shall promptly notify the County's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Proposer may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Proposer. The County agrees to notify the Proposer of its opinion by certified mail within thirty days of receipt of notification by the Proposer.

9. WITHDRAWAL OF PROPOSAL:

A proposal may be withdrawn prior to the time set for the proposal submittal, based on a written request from an authorized representative of the firm; however, a proposal may not be withdrawn after the time set for the proposal submittal for a period of time as specified.

10. LATE PROPOSAL OR MODIFICATIONS:

Proposal and modifications received after the time set for the proposal submittal will not be considered; however, modifications in writing received prior to the time set for the proposal submittal will be accepted.

11. PROPOSALS FROM RELATED PARTIES / MULTIPLE PROPOSALS RECEIVED FROM ONE VENDOR:

Where two (2) or more related parties each submit a proposal or multiple proposals are received from one (1) vendor, for any contract, such proposals shall be judged non-responsive. Related parties mean proposers or the principles thereof, which have a direct or indirect ownership interest in another proposer for the same contract or in which a parent company or the principles thereof of one (1) proposer have a direct or indirect ownership interest in another bidder or proposer for the same contract.

12. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

The laws of the State of Florida apply to any purchase made under this Request for Proposal. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA as applicable to this contract.

13. PROVISION FOR OTHER AGENCIES:

Unless otherwise stipulated by the proposer, the proposer agrees to make available to all Government agencies, departments, and municipalities the proposal prices submitted in accordance with said proposal terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all state of Florida agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.

14. COLLUSION:

The proposer, by affixing his signature to this proposal, agrees to the following: "Proposer certifies that his proposal is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action".

SECTION A - GENERAL CONDITIONS**15. RIGHT TO AUDIT:**

Pinellas County reserves the privilege of auditing a vendor's records as such records relate to purchases between Pinellas County and said vendor. Such audit privilege is provided for within the text of the Pinellas County Code §2-156 through §2-176(j). Records should be maintained for three years from the date of final payment.

16. STATEMENT RELATIVE TO "PUBLIC ENTITY CRIMES":

The proposer is directed to the Florida Public Entity Crime Act, §287.133, Florida Statutes, and the County's requirement that the successful proposer comply with it in all respects prior to and during the term of this contract.

17. COUNTY INDEMNIFICATION:

- a) The first ten dollars (\$10) of compensation received by the contractor pursuant to this contract represents specific consideration for the following 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 through 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.
- b) The successful proposer(s) agrees to indemnify the County and hold it harmless from and against all claims, liability, loss, damage or expense, including counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the County.

18. VARIANCE FROM STANDARD TERMS & CONDITIONS:

All standard terms and conditions stated in Section A apply to this contract except as specifically stated in the subsequent sections of the document, which take precedence over Section A, and should be fully understood by proposers prior to submitting a proposal on this requirement.

19. ADA REQUIREMENT FOR PUBLIC NOTICES:

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 727/464-4062 (voice/tdd) fax 727/464-4157, not later than seven days prior to the proceeding.

20. CERTIFICATE OF INSURANCE:

The successful proposer must provide a Certificate of Insurance in accordance with Insurance Requirements, Section C, prior to issuance of Purchase Order or commencement of any work hereunder.

21. PROCUREMENT POLICY FOR RECYCLED MATERIALS:

Pinellas County wishes to encourage its proposer to use recycled products in fulfilling contractual obligations to the County and that such a policy will serve as a model for other public entities and private sector companies.

When awarding a purchase of \$5000 or less, or recommending a purchase in excess of \$5000 for products, materials, or services, the Director of Purchasing may allow a preference to a responsive proposer who certifies that their product or material contains the greatest percentage of postconsumer material. If they are submitting a proposal on paper products they must certify that their materials and/or products contain at least the content recommended by the EPA guidelines.

On all proposals over twenty-five thousand dollars (\$25,000) and formal quotes under twenty-five thousand dollars (\$25,000), or as required by law, the Director of Purchasing shall require vendors to specify which products have recycled materials, what percentage or amount is post-consumer material, and to provide certification of the percentages of recycled materials used in the manufacture of goods and commodities procured by the County.

Price preference is not the preferred practice the County wishes to employ in meeting the goals of this resolution. If a price preference is deemed to serve the best interest of the County and further supports the purchase of recycled materials, the Director of Purchasing will make a recommendation that a price preference be allowed up to an amount not to exceed 10% above the lowest complying proposal received.

SECTION A - GENERAL CONDITIONS**DEFINITIONS:**

Recovered Materials: Materials that have recycling potential, can be recycled, and have been diverted or removed from the solid waste stream for sale, use or reuse, by separation, collection, or processing.

Recycled Materials: Materials that contain recovered materials. This term may include internally generated scrap that is commonly used in industrial or manufacturing processes, waste or scrape purchased from another manufacturer and used in the same or a closely related product.

Postconsumer Materials: Materials which have been used by a business or a consumer and have served their intended end use, and have been separated or diverted from the solid waste stream for the purpose of recycling, such as; newspaper, aluminum, glass containers, plastic containers, office paper, corrugated boxes, pallets or other items which can be used in the remanufacturing process.

The County shall be responsible for filing all DEP notifications and furnish a copy of the DEP notification and approval for demolition to the successful proposer. The County will furnish a copy of the asbestos survey to the successful proposer. The proposer must keep this copy on site at all times during the actual demolition.

22. PAYMENT/INVOICES:

The proposer must specify on the Proposal Summary form the exact company name and address which must be the same as invoices submitted for payment as a result of award of this RFP. Further, the successful proposer is responsible for immediately notifying the Purchasing Department of any company name change, which would cause invoicing to change from the name used at the time of the original RFP. Payment will be made, in arrears, in accordance with Fla. Stat. § 218.70, et. seq., the Florida Prompt Payment Act.

23. CANCELLATION:

- a) Pinellas County reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the contractor in writing of the intention to cancel or with cause if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified.
- b) Failure of the contractor to comply with any of the provisions of this contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of Pinellas County.
- c) In addition to all other legal remedies available to Pinellas County, Pinellas County reserves the right to cancel and obtain from another source, any items/services which have not been delivered within the period of time stated in proposal, or if no such time is stated, within a reasonable period of time from the date of order as determined by Pinellas County.
- d) In the event sufficient budgeted funds are not available for a new fiscal period, the County shall notify the vendor of such occurrence and contract shall terminate on the last day of current fiscal period without penalty or expense to the County.

SECTION A - GENERAL CONDITIONS
24. ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS:

The Contractor shall perform this contract. No assignment or subcontracting shall be allowed without prior written consent of the County. If a proposer intends to subcontract a portion of this work, the proposer must disclose that intent in the proposal. 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. The right to terminate this contract, which shall not be unreasonably exercised by the County, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the County awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purpose of this Agreement.

25. NON-EXCLUSIVE CONTRACT:

Award of this Contract shall impose no obligation on the County to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The County specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the County's best interest. In the case of multiple-term contracts, this provision shall apply separately to each term.

26. LOBBYING:

Lobbying of Evaluation Committee members, Pinellas County Government employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, an agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the Board of County Commissioners and shall be prohibited until either an award is final or the protest is finally resolved by the County Administrator or Purchasing Director; provided, however, nothing herein shall prohibit a prospective bidder/proposer from contacting the Purchasing Department to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.

27. ADDITIONAL REQUIREMENTS:

The County reserves the right to request additional services relating to this Agreement from the Contractor. When approved by the County as an amendment to this Agreement and authorized in writing, the Contractor shall provide such additional requirements as may become necessary.

28. 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 contract in accordance with the terms, conditions, and specifications.

29. SERVICES AGREEMENT:

A written agreement, in substantially the form attached, incorporating the Request for Proposal and the successful proposal will be prepared by the County, signed by the successful proposer and presented to the Board of County Commissioners, County Administrator or Director of Purchasing for approval and signature.

SECTION A - GENERAL CONDITIONS

30. PROTEST PROCEDURE:

As per Section 2-162 of County Code

1.

(a) *Bid/Proposal protests.* Any actual or prospective bidder, proposer, who is allegedly aggrieved in connection with the issuance of a bid/proposal package or pending award of a contract may protest to the director of purchasing.
(Ord. No. 94-51, § 5, 6-7-94)

(b) *Posting.* The purchasing department shall post the formal award on the departmental website. The formal award shall be publicly posted on the purchasing department's website no less than three full business days after the decision to recommend the award to the bidder/proposer is made.

(c) *Requirements to Protest.*

(1) If the protest relates to the content of the bid/proposal package, a formal written protest must be filed no later than 5:00 p.m. on the fifth full business day after issuance of the bid/proposal package.

(2) If the protest relates to the award of a contract, a formal written protest must be filed no later than 5:00 p.m., on the fifth business day after posting of either the contract award recommendation or the contract award itself. The formal written protest shall identify the protesting party and the solicitation involved; include a clear statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances or other legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds.

(3) A formal written protest is considered filed with the county when the Purchasing Department, County Administrator, or County Commission receives it. Accordingly, a protest is not timely filed unless it is received within the time specified above. Failure to file a formal written protest within the time period specified shall constitute a waiver of the right to protest and result in relinquishment of all rights to protest by the bidder/proposer.

(d) *Sole remedy.* These procedures shall be the sole remedy for challenging an award of bid. Bidder/proposers are prohibited from attempts to influence, persuade, or promote a bid protest through any other channels or means. Such attempts shall be cause for suspension in accordance with 2-161(b) of this article.

(e) *Time Limits.* The time limits in which protests must be filed as specified herein may be altered by specific provisions in the Bid/Request for Proposal.

(f) *Authority to resolve.* The Director of Purchasing shall resolve the protest in a fair and equitable manner and shall render a written decision to the protestant no later than 5:00 p.m. on the fifth business day after the filing thereof.

(g) *Review of Purchasing Director's decision.*

(1) The protesting party may request a review of the Purchasing Director's decision to the County Administrator by delivering written request for review of the decision to the Director of Purchasing by 5:00 p.m. on the fifth business day after the date of the written decision. The written notice shall include any written or physical materials, objects, statements, and arguments, which the bidder/proposer deems relevant to the issues raised in the request for review.

(2) If it is determined that the solicitation or award is in violation of law or the regulations and internal procedures of the purchasing department, the County Administrator shall immediately cancel or revise the solicitation or award as deem appropriate.

(3) If it is determined that the solicitation or award should be upheld, the County Administrator shall issue a decision in writing stating the reason for the action with a copy furnished to the protesting party and all substantially affected persons or businesses no later than 5:00 p.m., on the fifth full business day. The decision shall be final and conclusive as to the county unless any further action is taken or a party commences action in court.

2. *Stay of Procurement During Protests.* There shall be no stay of procurement during protests.

SECTION A - GENERAL CONDITIONS -

31. INTEGRITY OF REQUEST FOR PROPOSAL (RFP) DOCUMENTS:

Proposers shall use the original RFP Form(s) provided by the Purchasing Department and enter information only in the spaces where a response is requested. Proposers may use an attachment as an *addendum* to the RFP Form(s) if sufficient space is not available on the original form for the proposer to enter a complete response. **Any modifications or alterations to the original RFP documents by the proposer, whether intentional or otherwise, will constitute grounds for rejection of a RFP.** Any such modifications or alterations a proposer wishes to propose must be clearly stated in the proposer's RFP response and presented in the form of an addendum to the original RFP documents.

SECTION B - SPECIAL CONDITIONS**SERVICES AUCTION – INTERNET SURPLUS SALES
056-0028-P (TS)****1. OBJECTIVE:**

The purpose of this Request For Proposal (RFP) is to solicit competitive sealed proposals for a vendor/ company to provide an Internet- based surplus property management and on-line auction services for the sale of miscellaneous surplus equipment and vehicles

2. PROPOSAL REQUIREMENTS:

Each proposal should contain the following at a minimum. Proposer must also address detailed requirements as specified in Section E, Scope of Work.

- a) A written narrative describing the method or manner in which the proposer proposes to satisfy requirements of the Scope of Work.
- b) A description of the proposer's experience in providing the same or similar services as outlined in the RFP. This description should include the names of the person(s) who will provide the services, their qualifications, and the years of experience in performing this type of work. Also include the reference information requested in Section D.
- c) The fee(s) for services as outlined in the Scope of Work.

3. EVALUATION CRITERIA:

Following is the criteria that will be used by the County to evaluate and score responsive and qualified proposals. Proposers shall include sufficient information to allow the County to thoroughly evaluate and score their proposals. Each proposal submitted shall be evaluated and ranked by an evaluation committee. The contract will be awarded to the most qualified proposer, per the evaluation criteria listed in Section E, Scope of Work.

4. PRICING/PERIOD OF CONTRACT:

The contract shall be for a period of **two (2) years** from the date of execution of the agreement.

5. OPTION OF RENEWAL:

The contract may be renewed subject to written notice of agreement from the County and successful proposers, for **two (2) additional two (2) year periods** beyond the primary contract period. This option 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.

6. PRE-PROPOSAL CONFERENCE: Not Applicable**7. PROPOSAL DEPOSIT/HELD TO ENSURE PERFORMANCE: Not Applicable**

SECTION B - SPECIAL CONDITIONS

8. PROPOSAL SUBMITTAL COPIES:

Proposals shall be submitted in one (1) original and **eight (8)** copies with the 'Original' clearly marked.

9. ITEMS TO BE RETURNED WITH PROPOSAL:

a)	Section B	Proposal Deposit (If Applicable)
b)	Section D	Vendor References see page 1
c)	Section E	Proposal Submittal
d)	Section F	Proposal Signature Page
e)	Section G	Addendum Acknowledgement Form (If Applicable)
f)	Section H	Statement of No Submittal (If Applicable)

10. TIME LINE:

Following is a listing of actions and anticipated dates; the County reserves the right to change the dates, if necessary.

Date	
October 28, 2005	Advertising & Publishing RFP
N/A	Pre-proposal Conference
December 1, 2005	Deadline for Questions/Clarifications
December 13, 2005	Proposals due in Purchasing by 3:00 p.m. Public bid opening to follow immediately.
December, 2005	Evaluation of the RFP
January, 2005	Recommendation for Award
February, 2006	Award of Contract

SECTION C – INSURANCE AND INDEMNIFICATION REQUIREMENTS

I. MINIMUM INSURANCE REQUIREMENTS FOR GENERAL LOW RISK CONTRACTS

- A. Prior to the time Contractor is entitled to commence any part of the project, work or services under this Contract, Contractor shall procure, pay for and maintain at least the following insurance coverage's and limits. Said insurance shall be evidenced by delivery to the County of (1) certificates of insurance executed by the insurers listing coverage's and limits, expiration dates and terms of policies and all endorsements whether or not required by the County, and listing all carriers issuing said policies; and (2) upon request a certified copy of each policy, including all endorsements. The insurance requirements shall remain in effect throughout the term of this Contract. In addition, the County reserves the right to request physical evidence of this coverage by requesting the policy declaration page.
- (1) Worker's Compensation in at least the limits as required by law; Employers' Liability Insurance of not less than \$100,000 for each accident.
 - (2) Comprehensive General Liability Insurance including, but not limited to, Independent, Contractor, Contractual, Premises/Operations, Products/Completed Operation and Personal Injury covering the liability assumed under indemnification provisions of this Contract, with limits of liability for personal injury and/or bodily injury, including death, of not less than \$500,000, each occurrence; and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis, and the policy shall include Broad Form Property Damage coverage, and Fire Legal Liability of not less than \$50,000 per occurrence, unless otherwise stated by exception herein.
 - (3) Comprehensive Automobile and Truck liability covering owned, hired and non-owned vehicles with minimum limits of \$500,000 each occurrence, for bodily injury including death, and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.
- B. Each insurance policy shall include the following conditions by endorsement to the policy:
- (1) Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverage's or limits, a notice thereof shall be given to County by certified mail to: Pinellas County Purchasing Department, 400 S. Ft. Harrison Avenue, 6th Floor, Clearwater, Florida 33756. Contractor shall also notify County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage received by said Contractor from its insurer; and nothing contained herein shall absolve Contractor of this requirement to provide notice.
 - (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 Contractor.
 - (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
 - (4) Pinellas County, Board of County Commissioners shall be endorsed to the required policy or policies as an additional insured.
The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County to any such future coverage, or to County's Self-Insured Retention's of whatever nature.
- C. Contractor hereby waives subrogation rights for loss or damage against the County.
- D. Contractor shall ensure that any subcontractors or persons hired by subcontractors maintain the same level of insurance coverage as the contractor.

SECTION C – INSURANCE AND INDEMNIFICATION REQUIREMENTS**II. MINIMUM INSURANCE REQUIREMENTS FOR HIGH RISK CONTRACTS OVER \$100,000.00**

- A. For selected high-risk contracts over \$100,000.00 aggregate value, the County may require an insurance certificate, policy declaration page and required endorsements. These required items shall be received by the County after formal Board of County Commissioners award and prior to execution of contract. Failure to provide required insurance documentation may cause your company to forfeit award.

- B. There may be certain projects or services less than \$100,000.00 in aggregate value that would be an exception and must be treated the same way as those services of \$100,000.00 and greater i.e. services involving obvious potentially dangerous conditions. Examples of such services would be any contracts involving construction, alterations, renovations, painting, spraying, roofing, mowing, scaffolding, excavation, demolition, environmentally sensitive work and any other condition that appears to be dangerous in nature.

SECTION D - VENDOR REFERENCES

**SERVICES AUCTION – INTERNET SURPLUS SALES
056-28-P (TS)**

THE FOLLOWING INFORMATION IS REQUIRED IN ORDER THAT YOUR PROPOSAL MAY BE REVIEWED AND PROPERLY EVALUATED.

COMPANY NAME: _____

LENGTH OF TIME COMPANY HAS BEEN IN BUSINESS: _____

BUSINESS ADDRESS: _____

HOW LONG IN PRESENT LOCATION: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

TOTAL NUMBER OF CURRENT EMPLOYEES: _____ FULL TIME _____ PART TIME

NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT: _____

LOCAL COMMERCIAL AND/OR GOVERNMENTAL REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR:

All fields must be completed

1 _____

COMPANY NAME

CITY, STATE

CONTACT PERSON

TELEPHONE

FAX

EMAIL ADDRESS

2 _____

COMPANY NAME

CITY, STATE

CONTACT PERSON

TELEPHONE

FAX

EMAIL ADDRESS

3 _____

COMPANY NAME

CITY, STATE

CONTACT PERSON

TELEPHONE

FAX

EMAIL ADDRESS

4 _____

COMPANY NAME

CITY, STATE

CONTACT PERSON

TELEPHONE

FAX

EMAIL ADDRESS

SECTION E – SCOPE OF WORK

**SERVICES AUCTION – INTERNET SURPLUS SALES
056-28-P (TS)**

A. Objective

The purpose of this Request For Proposal (RFP) is to solicit competitive sealed proposals for a vendor to provide an Internet- based surplus property management and on-line auction services for the sale of miscellaneous surplus equipment and vehicles. Miscellaneous surplus equipment includes computers, monitors, printers, tools, construction equipment, furniture, etc. Surplus vehicles include automobiles, boats, trucks, dump trucks, trailers, forklifts, tractors, backhoe, street sweepers, lawn equipment, etc.

Pinellas County Fleet Department manages the vehicle replacement program for the County. Permanently assigned vehicles are evaluated for replacement when a combination of these conditions exists:

- Accrues 3,000 hours, or 75,000 miles.
- Reaches 8 years of age.
- Has exhausted its economic value.
- Has severe body and chassis deterioration.

If it has been determined the vehicle should be traded, it is placed on a trade list that is submitted to the Board of County Commissioners during the budget process for approval. If approved, the new vehicle will be received in about 18 months from when it was first evaluated for trade. In most cases, the vehicle will then be about seven and one-half years old, and have 80,000 miles on it.

The disposal of surplus equipment is the responsibility of the Purchasing Department. The authorization for disposal of surplus equipment shall be recorded in the minutes of the Board, as required by Chapter 274, Florida Statutes. (www.flsenate.gov/statutes)

Each Department and or division will report its surplus equipment to the Purchasing Department. All divisions, department directors, Constitutional Officers or other government agencies can review the surplus and request to have the property transferred. If there are no requests, than this equipment is offered to the public through auctions.

Currently, Pinellas County Board of County Commissioners has two Auction Services Contracts. Contract number 023-633-P was awarded to Tampa Machinery Auction for "Collection, Transportation, Storage and Auction Services of Miscellaneous Surplus Equipment and Vehicles. This contract is valid until January 7, 2007 and has a three- year renewal option. The second contract, number 001-0149-N was awarded to GovDeals.com for Sale of Surplus Items for disposal of property on the Internet. This contract expires March 15, 2006. This proposal will replace the on-line contract 001-0149-N only. It is a non-exclusive contract, See Section A, number 25.

The revenue generated from the current on-line auction services contract for the past four years is as follows:

FY 2005 \$ 272,000.00 (estimate)
 FY 2004 \$ 232,792.94
 FY 2003 \$ 232,590.94
 FY 2002 \$ 335,371.64

SECTION E – SCOPE OF WORK**B. Requirements**

- 1) The proposer must: provide and maintain the software utilized that includes inventory control and all aspects of asset disposal pertaining to the on-line auction process.
- 2) Be experienced at auctioning via the Internet, have considerable knowledge of the advertising media in prospective markets and must have demonstrated municipal/ governmental experience. Proposer's must clearly specify their experience, pertaining to this service, in their proposal response. Provide a copy of your taxpayer identification number.
- 3) During the auction process:
 - a) The County reserves the right to reject any and all bids. When a buyer defaults on his/her bid, the successful proposer's software must have the capability of disallowing (banning) that person from bidding on future County equipment.
 - b) 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.

C. Deliverables

- 1) Provide a description of the functionality provided by your proposed solution. The County is interested in solutions that provide flexibility in how the auction can be conducted. The following functionality is preferred:
 - o Ability to have multiple line items per lot (computers);
 - o Ability to have one asset per listing (vehicles);
 - o Ability to have multiple lots per auction (75 line items-equipment & 40 line items-vehicles);
 - o Ability to add sales tax (currently at 7%) to the winning bids, except for vehicles;
 - o Ability to structure an auction for various scenarios such as:
 - o Ability to list specific times for public viewing and different times for pick-up of the equipment;
 - o Ability to list multiple locations and complete descriptions including terms of sale;
 - o Ability for multiple starting and ending times;
 - o Provide auction detail and summary data;
 - o Detailed reporting and records in both paper and electronic format.
- 2) Provide information about the technical and non-technical support features of your proposed solution. Where applicable please include information about such issues as:
 - o Training
 - o Consulting
 - o Technical Support
 - o Help Desk
 - o Maintenance
 - o Implementation and migration services
 - o Account Representatives
- 3) The successful proposer must provide the County with complete records of all transactions to include identification of each item sold, the name of the successful bidder including the complete address and phone number and email address, and the sale amount on the day of the auction. The successful proposer must separately provide the County with a certificate of sale (seller's certificate) and the successful buyer with a buyer's certificate.

SECTION E – SCOPE OF WORK

- 4) The successful proposer must maintain an inventory of all items listed for sale and provide the County with a monthly report to include the number of bids received and the winning bid amount. In addition the successful proposer must have a back-up system to cover emergencies.
- 5) Provide training and instruction to the County pertaining to implementation of the auction process and to any potential buyers on how to bid using the on-line auction technology/tools at no cost to the County or the potential buyers.
- 6) Provide real-time monitoring of the auctions in progress.

D. Submittals

- 1) Proposals shall include all the information requested in this RFP, and any additional data that the respondent deems pertinent to the understanding and evaluation of the proposal. Proposals shall be organized and sections tabbed in the following order, as per below. The respondent should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. All proposals shall include at minimum:
 - a. A brief history of the company
 - b. Organizational structure
 - c. Ownership interests
 - d. Active business venue (counties, cities, State)
 - e. Present status and projected corporate direction
 - f. The firm's overall qualifications to provide the services requested
 - g. The qualifications of the firm's employees who will work on this contract
 - h. Number of years of operation under present name or previous name(s) and the number of years of business in the State of Florida providing services required by this RFP.
 - i. Include copies of previous newspapers, publications, radio/television, Internet and mail advertising.
 - j. Include all related costs and fees to include commission fees.

SECTION E – SCOPE OF WORK**E. Evaluation Criteria**

This section specifies the criteria that will be used by the County to evaluate and score responsive and qualified proposals. Proposers shall include sufficient information to allow the County to thoroughly evaluate and score their proposals.

Each proposal submitted shall be evaluated and ranked by an evaluation committee. The contract will be awarded to the most qualified proposer, per the evaluation criteria listed below:

1. **EXPERIENCE: (250 points)** The number of years in business, including years of operation in providing services to other governmental agencies.
2. **COMMISSION:(150 points)** The proposed commission fee for services, as a percentage of the gross sales and any other related costs.
3. **VALUE ADDED SERVICES: (150 points)** Additional services to include: providing assistance in preparing for the auction, taking pictures of items and placing the required information on the website and/or receiving the money from the buyer and providing the County with one check totaling all of the sales for each auction minus the commission.
4. **ADVERTISING: (100 points)** To include newspapers, publications, radio/television, Internet and mail campaign.
5. **MAXIMIZE REVENUE: (250 points)** To include annual auction revenue, size and demographics of bidder list, and references.
6. **FISCAL CAPABILITY: (100 points)** Proposer has evidenced fiscal capability to provide the service they are proposing by submitting Annual Financial Statements for the last three years. Pinellas County Government's Office of Management and Budget shall evaluate these statements for evidence of fiscal soundness.

SECTION E – SCOPE OF WORK**FINANCIAL CRITERIA FORM**

Definitions- Use these definitions to assist you in filling out the subsequent forms

Accounts Receivable is defined as a debt owed to an enterprise that arises in the normal course of business dealings and is not supported by negotiable paper. For example, the charge accounts of a department store. Income due from investments arising from sales or services rendered; not necessarily due or past due.

Cash is defined as ready money, currency, coins, negotiable checks, bank balances, or anything that circulates as money.

Cash Equivalents are defined as cash that is not actually or constructively received (i.e. property instead of cash).

Debt is a sum of money due by certain and express agreement. A specified sum of money owing from one person or entity to another. Debt includes not only the obligation of the debtor to pay, but right of the creditor to receive and enforce payment.

Net Income is Income subject to taxation after allowable deductions and exemptions have been subtracted from gross income. The excess of all revenues and gains for a period over all expenses and losses of the period.

Assets are defined as all property and money held by a person, company, association, or corporation. More specifically, it is the entire property, real and personal, tangible and intangible including patents and causes of action which belong to any person, association, corporation or estate that is applicable or subject to the payment of his or her or its debts.

Liabilities are obligations, either absolute or contingent, which may or may not ripen into a debt that one must pay. Accounts, wages, salaries payable, dividends declared payable, accrued taxes payable, fixed or long-term obligations such as mortgage bonds, debentures, and bank loans are all examples of liabilities.

Net Profits are the amount of all sales minus the cost of goods and services sold.

Net Sales are gross sales minus returns, allowances, rebates, and discounts.

SECTION E – SCOPE OF WORK

1. Please provide financial statements for the most recent two years which include the following:

	Year 1	Year 2
Accounts Receivable		
Trade Notes minus allowance for bad debts		
<i>Total Checking</i>		
<i>Total Savings, IRA, 401k</i>		
<i>Cash on Hand</i>		
<i>Cash in Register</i>		
<i>Petty Cash</i>		
<i>Inventory</i>		
<i>(-) Accumulated Depreciation</i>		
<i>(-) Retained Earnings</i>		
Net (or Taxable) Income		
Deposits		
Loans to Shareholders		
Mortgage and Real Estate Loans		
Common Stock		
Securities (Other)		
Depreciable / Deletable Intangible Assets		
Other Assets	+	+
Total Assets		

SECTION E – SCOPE OF WORK

	Year 1	Year 2
Accounts Payable	_____	_____
Salaries/Wages Payable	_____	_____
Repairs/Maintenance Due	_____	_____
Bad Debts	_____	_____
Debts Payable	_____	_____
Mortgages, Notes, Bonds Payable	_____	_____
Interest Payable	_____	_____
Loans from Shareholders	_____	_____
Capital Stock	_____	_____
Additional paid-in Capital	_____	_____
Other Current Liabilities	+ _____	+ _____
Total Liabilities	<input type="text"/>	<input type="text"/>

SECTION E – SCOPE OF WORK

2. What was your total Net Income after deductions and costs for the most recent two years?

	Year 1	Year 2
Net / Taxable Income	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>

If you were not a corporation during that time, your net income is your "**taxable income**" on the IRS 1040 or 1120 forms.

3. If you were structured as a business, partnership, or corporation, what were your net profits in the two most recent years?

	Year 1	Year 2
Net Profits	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>

Net Profits are the amount of all sales minus the cost of goods and services sold.

4. If you were structured as a business, partnership, or corporation, what were your net sales in the two most recent years?

	Yr 1	Yr 2
Net Sales	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>

Net Sales are gross sales minus returns, allowances, rebates, and discounts.

5. What was your net worth for the most recent two years?

Net Worth = Assets minus Liabilities

	Year 1	Year 2
Assets	_____	_____
Liabilities	- _____ -	- _____ -
Net Worth	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>

Your "**net worth**" is the total of all **assets minus** the total of all **liabilities**.

SECTION F – INSTRUCTIONS FOR SUBMITTING PROPOSALS

Proposal Title: SERVICES, AUCTION – INTERNET SURPLUS SALES
Proposal No.: 056-0028-P (TS)

All proposals shall be signed in ink by authorized principals of the firm.

Proposals are to be submitted in a sealed envelope. The face of the envelope shall indicate the RFP number, name, address of the firm, and title of the proposal.

Proposals are to be submitted to Pinellas County Purchasing Department, 400 S. Ft. Harrison Avenue, 6th Floor, Clearwater, FL 33756 by the date and time indicated on the cover sheet.

Proposals shall be submitted in one (1) original and **eight (8)** copies.

VENDOR NAME: _____

VENDOR ADDRESS: _____

TELEPHONE: _____

FAX: _____

EMAIL ADDRESS: _____
*** REQUIRED ENTRY – ACCOUNT REP**

EMAIL ADDRESS: _____
*** REQUIRED FOR ELECTRONIC NOTIFICATIONS**

I hereby agree to abide by all conditions of this Request for Proposal and certify that I am authorized to sign this proposal for the proposer.

AUTHORIZED SIGNATURE: _____

NAME & TITLE (print): _____

CHECKLIST FOR FORMS	
COPY OF COMPANY INVOICE (REMIT TO)	
SMALL BUSINESS AFFIDAVIT (IF APPLICABLE)	

SECTION G - ADDENDUM ACKNOWLEDGMENT FORM

Proposal Title: SERVICES, AUCTION – INTERNET SURPLUS SALES

Proposal No: 056-0028-P (TS)

PLEASE ACKNOWLEDGE RECEIPT OF ADDENDA FOR THIS ITB/RFP BY SIGNING AND DATING BELOW:

ADDENDUM NO.	SIGNATURE/PRINTED NAME	DATE RECEIVED
---------------------	-------------------------------	----------------------

Note: Prior to submitting the response to this solicitation, it is the responsibility of the firm submitting a response to confirm if any addenda have been issued. If such document(s) has been issued, acknowledge receipt by signature and date in section above. Failure to do so may result in being considered non-responsive or result in lowering the rating of a firm’s proposal.

Information regarding Addenda issued is available on the Purchasing Department section of the County’s website at, www.pinellascounty.org/purchase, listed under category ‘Bid Schedule’.

SECTION H – NO BID STATEMENT

NOTE: If you do not intend to submit a proposal on this requirement, please return this form immediately. **Thank you.**

[Pinellas County Purchasing Department
400 South Fort Harrison Avenue, 6th Floor
Clearwater, Florida 33756]

We, the undersigned have declined to submit a proposal for RFP No. **056-0028-P (TS) for SERVICES, AUCTION – INTERNET SURPLUS SALES**

- Specifications too "tight", i.e., geared toward one brand or manufacturer only (explain below).
- Insufficient time to respond to the Request for Proposal.
- We do not offer this product or service.
- Our schedule would not permit us to perform.
- Unable to meet specifications.
- Unable to meet Bond requirement.
- Specifications unclear (explain below).
- Unable to Meet Insurance Requirements.
- Remove Us from Your "Notification List" Altogether
- Other (specify below).

REMARKS:

We understand that if the "No Proposal" letter is not executed and returned our name may be deleted from the Bidders List of Pinellas County.

COMPANY NAME: _____

DATE: _____

SIGNATURE: _____

TYPED NAME OF ABOVE: _____

TELEPHONE: _____

FAX: _____

EMAIL: _____

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2006, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County", represented by its Board of County Commissioners, and _____, hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, County has previously determined that it has a need for AUCTION SERVICES FOR INTERNET SURPLUS SALES; and

WHEREAS, County, after soliciting competitive proposals for such services pursuant to Pinellas County Request for Proposal, RFP No. 056-28-P (hereinafter Request for Proposal or RFP), County has awarded this contract 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 FOR 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. Time of Service. Services shall be performed in a timely manner, as specified in the Request for Proposal.

3. Term of Agreement. Services performed pursuant to this Contract shall commence upon execution of this agreement and continue for a period of TWO (2) years, unless canceled or terminated as provided herein. This Contract may be renewed, by written agreement of the parties, for TWO (2) additional TWO (2) year period(s) after the initial contract period. This option shall be exercised only if all discounts/prices, terms and conditions remain the same, and approval is granted by the County Administrator or Director of Purchasing.

4. Amendment of the Contract. This Contract may be amended only by mutual written agreement of the parties.

5. Assignment/Subcontracting. The Contractor shall perform this contract. 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. The right to terminate this contract, which shall not be unreasonably exercised by the County, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state or federal laws. Action by the County awarding a proposal to a proposer, which has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purposes of this Agreement.

6. Cancellation. Pinellas County reserves the right to cancel this Contract, without cause, by giving thirty (30) days prior written notice to the Contractor of the intention to cancel, 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 contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of Pinellas County.

In addition to all other legal remedies available to County, County reserves the right to cancel 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 addition, 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 Contract shall terminate on the last day of the then current fiscal period without penalty or expense to the County.

7. Compensation. As compensation for the Contractor providing services to the County as described herein, the County shall pay the Contractor in arrears, based on the submission of invoices for work done. All payments shall be made in accordance with the Florida Prompt Payment Act, Fla. Stat. § 218.70, et. seq.

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

9. Audit. The Contractor shall retain all records relating to this contract 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, Chapter 2.

10. Minimum Insurance Requirements. The Contractor must maintain insurance in at least the amounts required in the Request for Proposal throughout the term of this contract. 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 Contract. Contractor shall ensure that any subcontractors or persons hired by subcontractors maintain the same level of insurance coverage as the contractor.

11. 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.

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

13. 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 Contract, at the discretion of Pinellas County.

14. 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.

15. Documents Comprising Contract. The Contract shall include this Agreement for AUCTION SERVICES FOR 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 _____, 2005;
- b. Contractor's Certificate of Insurance required under Section C of the Request for Proposal;
- c. Contractor's Proposal.

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 FOR INTERNET SURPLUS SALES pursuant to RFP No. 056-28-P as of the day and year first written above.

PINELLAS COUNTY, FLORIDA
by and through its County Administrator

County Administrator

ATTEST:

By: _____
(Attesting Witness' name/title)

APPROVED AS TO FORM
SUBJECT TO PROPER EXECUTION:

Michelle Wallace
Office of the County Attorney

APPROVED AS TO FORM:

Office of the County Attorney

CONTRACTOR:

President (Signature)

President (Printed Name)

[Corporate Seal]

ATTEST:

By: _____
(Attesting Witness' name/title)