SCHOOL BOARD OF BREVARD COUNTY, FLORIDA
BOARD AGENDA ITEM – March 24, 2020

PROCUREMENT SOLICITATION

☐ (ITB) Invitation To Bid
☐ (RFP) Request For Proposal
☐ (SS) Sole Source
☐ (ITN) Invitation To Negotiate
☐ (RFQ) Request For Qualifications
☒ (PB) Piggyback
☐ (SC) State Contract

REQUESTOR:
Procurement & Distribution Services

Legal Review Required: ☒ Yes ☐ No

Standard Template Used with No Changes: ☒ Yes ☐ No

Standard Template Type: Piggyback Agreement

VENDOR NAME AMOUNT AWARDED REQUIRED PRODUCTS/SERVICES

George Gideon Auctioneers, Inc. Variable Revenue Auction Services for Surplus Inventories

☒ Contract Renewal ☐ Recurring Contract ☐ New Contract

New Contract Amount Variable
Previous Contract Amount N/A
Variance N/A

PRICE INCREASE / DECREASE EXPLANATION: Awarded amount will vary based on items auctioned and dollar value received at auction.

DISCUSSION:
State Board of Education Rule 6A-1.012(11) allows school districts to make purchases at or below the specified prices from contracts awarded by other city or county governmental agencies, other district school boards, community colleges, federal agencies, the public or governmental agencies of any state, or from state university system cooperative bid agreements, when the proposer awarded a contract by another entity will permit purchases by a district school board at the same terms, conditions, and prices (or below such prices) awarded in such contract, and such purchases are to the economic advantage of the district school board. George Gideon Auctioneers, Inc. was awarded an agreement renewal by The City of Palm Bay, Florida, ITB # 03-0-2017 – Auction Services from January 23, 2020 to January 22, 2021.

The standard piggyback agreement template has been used, which does not require legal review.

CONTRACT TERM:
The contract term commenced May 10, 2017 and shall be extended through January 22, 2021.

RECOMMENDATION:
It is the recommendation of Robin Novelli, Chief Operating Officer and Kristine Rodriguez, Director, Procurement and Distribution Services, to approve the attached piggyback agreement with George Gideon Auctioneers, Inc.

AUTHORITY FOR ACTION:
Florida Administrative Code 6A-1.012
School Board of Brevard County  
Office of Procurement & Distribution Services  
2700 Judge Fran Jamieson Way  
Viera, FL 32940-6601  
Mark W. Mullins, Ed.D., Superintendent  

February 20, 2020  

Mr. George Gideon President  
George Gideon Auctioneers, Inc.  
2753 N. Hwy 441 PO Box 1179  
Zellwood, FL 32798  

Subject: Request to Utilize Solicitation-Renewal  
City of Palm Bay, ITB # 03-0-2017 – Auction Services  

Dear Mr. Gideon:  

State Board of Education Rule 6A-1.012(6) allows school districts to make purchases at or below the specified prices from contracts awarded by other city or county governmental agencies, other district school boards, community colleges, federal agencies, the public or governmental agencies of any state, or from state university system cooperative bid agreements, when the proposer awarded a contract by another entity will permit purchases by a district school board at the same terms, conditions, and prices (or below such prices) awarded in such contract, and such purchases are to the economic advantage of the district school board.  

With your permission, we would like to utilize the following solicitation that was awarded to your firm by the City of Palm Bay. The solicitation title is Auction Services and the solicitation number is ITB # 03-0-2017. The terms, conditions, and prices awarded in such contract shall remain the same as stated in Attachment “A”. The term of this agreement shall be extended through January 22, 2021.  

If you agree to the School Board’s request to utilize the solicitation that was awarded to your company, please sign below in blue ink and mail a copy to the Purchasing staff member at the e-mail address listed below and mail the ORIGINAL to the address listed below. You will be notified after the School Board’s approval.  

Please contact Janice Ellis at 321-633-1000, ext. 11571 or by email at Ellis.Janice@Brevardschools.org if you should have any questions. Thank you for your attention to this matter, and we look forward to working with you in the future.  

Sincerely,  

Kristine Rodriguez, MBA, CPP, CPPPB, FCCM  
Director of Procurement & Distribution Services  

George Gideon Auctioneers, Inc. agrees to allow the School District of Brevard County, Florida to utilize the solicitation that was awarded to your firm by the City of Palm Bay. The solicitation title is Auction Services and the School Board of Brevard County’s bid number is PB#17- PB-090-HD.  

Accepted:  
The School Board of Brevard County, Florida  

Misty Belford, Chairperson  

cc: Solicitation File (PB#17- PB-090-HD)  

Office of Procurement & Distribution Services  
Phone: (321) 633-1000 Ext. 11645 • FAX: (321) 633-3618  
Distribution Services: (321) 633-3680 Ext. 14100 • FAX: (321) 633-3698
ATTACHMENT “A”
PIGGYBACK AGREEMENT BETWEEN
THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA
AND
GEORGE GIDEON AUCTIONEERS, INC.

THIS AGREEMENT is made by and between The School Board of Brevard County, Florida (also known as Brevard Public Schools and hereinafter “BPS”), a political subdivision of the State of Florida, located at 2700 Judge Fran Jamieson Way, Melbourne, Florida 32940-6601, and George Gideon Auctioneers, Inc. (hereinafter “CONTRACTOR”), located at 2753 N. Hwy 441, P.O. Box 1179, Zellwood, FL 32798.

WITNESSETH:

WHEREAS, the City of Palm Bay issued an Invitation To Bid, #03-0-2017, Auction Services (hereinafter “ITB”) requesting proposals to provide Auction Services;

WHEREAS, GEORGE GIDEON AUCTIONEERS, INC. submitted a proposal in response to the competitive solicitation which resulted in an agreement between the City of Palm Bay and George Gideon Auctioneers, Inc. for said Auction Services, incorporating the proposal submitted in response to the ITB #03-0-2017;

WHEREAS, BPS has determined that it is in its best interest to renew a cooperative piggy-back purchase, utilizing said agreement between the City of Palm Bay and George Gideon Auctioneers, Inc., effective January 23, 2020 through January 22, 2021 attached hereto as Exhibit “A” and made a binding part hereof by this reference, hereinafter referred to as “COOPERATIVE CONTRACT;” and,

WHEREAS, CONTRACTOR has exhibited by its response to the solicitation that it is capable of providing the required services;

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

1. **TERM.**

   The term of this Agreement shall be extended through January 22, 2021 and may, upon mutual written agreement of BPS and CONTRACTOR, be extended for any renewal period as detailed in the original solicitation. BPS, through its Purchasing Department, will issue a renewal request letter prior to the end of the current contract period.

2. **PRODUCTS, PRICING, AND PAYMENT.**

   CONTRACTOR will provide products and pricing as specified in Exhibit “B” attached hereto and made a binding part hereof. In accordance with Florida’s Local Government Prompt Payment Act, payments shall be made within forty-five (45) days after BPS’s receipt of invoice. BPS shall pay these fees to CONTRACTOR for services rendered as outlined in Exhibit “B” which includes all direct charges, indirect charges, and reimbursable expenses, if any. BPS shall incur no obligation for payment until issuance of a purchase order to CONTRACTOR.

3. **CONTRACT PROVISIONS.**

   The parties hereto agree to be bound by all of the terms and conditions of the COOPERATIVE CONTRACT unless otherwise modified or specified herein.
4. **NOTICE.**

The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to BPS and CONTRACTOR. All notices required and/or made pursuant to this Agreement to be given to BPS and CONTRACTOR shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

**BPS:** The School Board of Brevard County, Florida
Attention: Purchasing Department
2700 Judge Fran Jamieson Way
Melbourne, Florida 32940-6601

**CONTRACTOR:** George Gideon Auctioneers, Inc.,
2753 N. Hwy 441, P.O. Box 1179
Zellwood, FL 32798

5. **APPLICABLE LAW, VENUE, JURY TRIAL.**

Notwithstanding the provisions of the COOPERATIVE CONTRACT, the laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Brevard County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

6. **MODIFICATION.**

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

7. **FUND AVAILABILITY.**

Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the State of Florida and BPS.

8. **JESSICA LUNSFORD ACT (BACKGROUND CHECK).**

CONTRACTOR shall comply with the Jessica Lunsford Act, effective September 1, 2005, as same may be amended from time to time and with all requirements of Sections 1012.32 and 1012.465, F.S. Except as provided in Sections 1012.467 or 1012.468, F.S., and consistent with BPS policy, all of CONTRACTOR’s personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes and BPS. This background screening will be conducted by BPS in advance of the CONTRACTOR or its personnel providing any Services under the conditions described in the previous sentence. CONTRACTOR shall bear the cost of acquiring the background screening required by Section 1012.32, F.S., and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to CONTRACTOR and its personnel. The Parties agree that the failure of CONTRACTOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling BPS to terminate immediately with no further responsibilities or duties to perform under this Agreement. CONTRACTOR agrees to indemnify and hold harmless the School Board, its officers and employees from any liability in the form of physical or mental injury, death, or property damage resulting from CONTRACTOR’s failure to comply with requirements of this section or with Sections 1012.32 and 1012.465, F.S.
9. **PUBLIC RECORDS.**

   *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 CONTRACT, CONTACT THE BPS CUSTODIAN OF PUBLIC RECORDS AT (321) 633-1000 ext. 11453, **RECORDSREQUEST@BREVARDSCHOOLS.ORG**, BREvard COUNTY PUBLIC SCHOOLS, RECORDS MANAGEMENT, 2700 Judge Fran Jamieson Way, Viera, Florida 32940.*

   This Agreement is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, F.S., which generally makes public all records or other writings made by or received by the Parties. Contractor acknowledges its legal obligation to comply with Section 119.0701, F.S. CONTRACTOR shall keep and maintain public records, as that phrase is defined in the Florida Public Records Act, which would be required to be kept and maintained by BPS in order to perform the scope of services. CONTRACTOR shall comply with all requirements for retaining public records and shall transfer, at no cost to BPS, all public records in the possession of CONTRACTOR upon a request for such public records. See Section 119.0701(2)(b)4, F.S., for additional record keeping requirements.

10. **FERPA.**

   To the extent Services provided hereunder pertain to the access to student information, CONTRACTOR shall adhere to all standards included in Sections 1002.22 and 1002.221, F.S. (the Protection of Pupil Privacy Acts), 20 U.S.C. §1232g - the Family Educational Rights and Privacy Act (FERPA), the federal regulations issued pursuant thereto (34 CFR Part 99), and/or any other applicable state or federal law or regulation regarding the confidentiality of student information and records. Further, CONTRACTOR, and its officers, employees, agents, and representatives, shall fully indemnify and hold BPS harmless for any violation of this provision including, but not limited to, defending BPS and its officers, employees, agents, and representatives against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon BPS, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon BPS arising out of the breach of this provision by CONTRACTOR, its officers, employees, agents, or representatives, to the extent that the CONTRACTOR, or its officers, employees, agents, or representatives, shall either intentionally or negligently violate this provision, Sections 1002.22 and 1002.221, F.S., or other applicable state, local, or federal laws, rules, or regulations. This provision shall survive the termination or completion of all performance obligations under this Agreement, and shall remain fully binding upon CONTRACTOR. A separate Non-Disclosure Agreement may be required.

11. **JOINT AUTHORSHIP.**

   This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

**EXHIBIT “A”**

ORIGINAL COOPERATIVE CONTRACT AND RELATED DOCUMENTS ATTACHED
EXHIBIT "A"
CITY OF PALM BAY
AMENDMENT TO CONTRACT # 03-0-2017
Auction Services

This amendment to contract is made and entered into this 22nd day of November, 2019, by and between the City of Palm Bay, a municipal corporation organized and existing under the State of Florida, hereinafter referred to as the "City" and George Gideon Auctioneers, Inc, hereinafter referred to as the "Contractor".

WHEREAS, the City and the Contractor entered into a Contract under the date of January 18, 2017, whereby the contractor supply auction services; and

WHEREAS, the City and Contractor desire to renew the term of said Agreement.

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

I. The renewed term of agreement shall be January 23, 2020 through January 22, 2021.
II. No commission increases will be allowed.

In all other respects and, except as specifically modified and amended, the Contract dated, January 18, 2017, shall continue in full force and effect as written. The parties hereto execute this Amendment to become effective as of the date and year first above written.

CITY OF PALM BAY

Juliet Misconi, CPPO, CPPB
Chief Procurement Officer
Procurement Department

Signature / Date 11/5/19

GEORGE GIDEON AUCTIONEERS INC

By: George Gideon
Name
Title President
Signature / Date 11/22/19
**EXHIBIT "B"**

**IFB No. 03-0-2017/ET Auction Services**

<table>
<thead>
<tr>
<th>Item</th>
<th>Item Description</th>
<th>Proceeds</th>
<th>Percentage Commission</th>
<th>Auctioneers Fee To City</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>All Titled Items (including heavy equipment)</td>
<td>$80,000.00</td>
<td>15%</td>
<td>$12,000.00</td>
</tr>
<tr>
<td>2</td>
<td>All Non-Titled, Motorized Items such as Tractors, Mowers, Generators, Welders and Similar Items</td>
<td>$5,000.00</td>
<td>16%</td>
<td>$800.00</td>
</tr>
<tr>
<td>3</td>
<td>All Office Furniture and Equipment, Small Tools, Electronics and Miscellaneous Equipment</td>
<td>$20,000.00</td>
<td>65%</td>
<td>$13,000.00</td>
</tr>
</tbody>
</table>

**Grand Total** | **$25,800.00**

George Gideon Auctioneers, Inc.
2753 N Hwy 441
Zellwood, FL 32798
407-886-2211/407-886-2248
admin@rgauctions.com