

Board of County Commissioners Agenda Request

Date of Meeting: May 17, 2016

Date Submitted: May 3, 2016

To: Honorable Chairperson and Members of the Board

From: Robert M. Presnell, County Administrator
Arthur Lawson, Sr., Assistant County Administrator

Subject: Approve Gadsden County BOCC to Piggy-Back on the PACE Cooperative State Purchasing Agreement

Statement of Issue:

This agenda item seeks Board approval for the County to piggy-back on a Panhandle Area Educational Consortium (PAEC) Cooperative State Purchasing Agreement under contract #16-200 for the provision of on-line auction services through Aaron Joseph & Company, LLC dba Global Auction Services.

Background:

The PAEC entered into an agreement with Global Auction Services to provide auction services to Florida School Districts, other governmental agencies and non-profit organizations through previously awarded bids and negotiated contracts.

Analysis:

Per section 2.3.13 of the County's procurement policy, the County is permitted to utilize services procured pursuant to an existing contract of another unit of government if the vendor extends the same terms and conditions to the County and the contract was awarded pursuant to procedures substantially similar to those required under the County's procurement policy. Utilizing the PAEC cooperative purchasing agreement meets these requirements.

Global Auction Services would give the County another avenue to dispose of surplus property and equipment at no cost to the County. The provider will provide and manage online auctions and/or live auctions as deemed appropriate. Provider will collect the proceeds from the sales and provide the County with the funds. The buyer of the property or equipment pays the commission. This is an opportunity for the County to solicit its surplus property and equipment to a large market place. It also provides an opportunity for County employees to bid on surplus County property and equipment.

Fiscal Impact:

There is no fiscal impact.

Options:

1. Approve County to piggy-back on a Panhandle Area Educational Consortium (PAEC) Cooperative State Purchasing Agreement under contract #16-200 for the provision of on-line Auction Services through Aaron Joseph & Company, LLC dba Global Auction Services and authorize the Chairperson to sign the Service Order.
2. Do not approve.
3. Board direction.

County Administrator's Recommendation:

Option 1

Attachment:

1. Contract # 16-200 - PAEC Cooperative State Purchasing Agreement
2. Utilization of Services – Service Order

AFFILIATION/PARTNERING AGREEMENT



GLOBAL AUCTION SERVICES
Powered by: **proxibid.**
Government Surplus • Asset Recovery • Inventory Liquidation

THIS AGREEMENT is entered into this 15th day of March by and between **AARON JOSEPH & COMPANY, LLC dba GLOBAL AUCTION SERVICES** its successors and assigns having a place of business located at 918 Abbiegail Drive, Tallahassee, Florida 32303 and **Panhandle Area Educational Consortium**, having a place of business located at 753 West Boulevard, Chipley, Florida 32428 (hereinafter "PAEC"). Collectively **AARON JOSEPH & COMPANY, LLC dba GLOBAL AUCTION SERVICES** and PAEC are referred to as Parties.

WHEREAS, PAEC participates in a 26 state purchasing consortium known as the Association of Educational Purchasing Agencies (hereinafter "AEPA") for the sole purpose of providing competitive prices on products and services to Florida School Districts;

WHEREAS, PAEC agrees to promote and market this partnership/affiliation agreement to the degree described below and **AARON JOSEPH & COMPANY, LLC dba GLOBAL AUCTION SERVICES** agrees to utilize the partnership/affiliation agreement as the **primary and preferred means of generating sales and revenue** with schools, school districts, government entities, and non-profit organizations in Florida;

WHEREAS, **AARON JOSEPH & COMPANY, LLC dba GLOBAL AUCTION SERVICES** offers Auction Services and agrees to make available for sale through the PAEC State Cooperative Purchasing Program in Florida and through AEPA affiliates nationwide at a cost consistent with and compatible with the **lowest unit rate** made available to Florida schools, school districts, government agencies, and non-profit organizations through previously awarded bids and negotiated contracts;

WHEREAS, **AARON JOSEPH & COMPANY, LLC dba GLOBAL AUCTION SERVICES** agrees to inform and train the account executives/sales teams conducting business in Florida on behalf of **AARON JOSEPH & COMPANY, LLC dba GLOBAL AUCTION SERVICES** on the terms and conditions of this agreement and provide instruction on how to best utilize the PAEC Partnering Affiliation to the mutual benefit of the customer, PAEC, and (**AARON JOSEPH & COMPANY, LLC dba GLOBAL AUCTION SERVICES**).

WHEREAS, **AARON JOSEPH & COMPANY, LLC dba GLOBAL AUCTION SERVICES** agrees to provide PAEC with a copy of a current purchasing contract awarded to "other city or county governmental agencies, other districts school boards, community colleges, federal agencies, the public or governmental agencies of any state, or from state university system cooperative bid agreements" through which this agreement is based so as to comply with **Florida Administrative Code (6A-1.012 Purchasing Policies)**.

WHEREAS, **AARON JOSEPH & COMPANY, LLC dba GLOBAL AUCTION SERVICES** permits "district school boards" and other eligible agencies, to make such purchases "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" or other eligible agencies in compliance with **Florida Administrative Code (6A-1.012 Purchasing Policies)**.

Therefore, in consideration of the promises made herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. **AARON JOSEPH & COMPANY, LLC dba GLOBAL AUCTION SERVICES** wishes to promote, by way of any means available, Auction Services through PAEC.

2. **AARON JOSEPH & COMPANY, LLC dba GLOBAL AUCTION SERVICES** grants PAEC the right to promote products and services that have been approved for purchase through the aforementioned affiliation agreement and are consistent with the terms approved by PAEC Cooperative State Purchasing Program and **AARON JOSEPH & COMPANY, LLC dba GLOBAL AUCTION SERVICES**.
3. For the administration of the affiliation agreement between **AARON JOSEPH & COMPANY, LLC dba GLOBAL AUCTION SERVICES** and PAEC, **AARON JOSEPH & COMPANY, LLC dba GLOBAL AUCTION SERVICES** agrees to pay PAEC an administration fee of 2% of the total net sales of products and services purchased through the aforementioned affiliation agreement. This 2% fee is referred to as "in Florida state regular affiliation/partnering administration program fee" in paragraph 7 which addresses AEPA's interstate program.
4. **AARON JOSEPH & COMPANY, LLC dba GLOBAL AUCTION SERVICES** may, upon entering into negotiations with qualified buyers, amend their prices to offer volume discounts below the lowest unit rate of previously contracted sales in Florida and in doing so, also make available to AEPA affiliates compatible pricing based on volumes that are equal to or exceed those made in Florida.
5. **AARON JOSEPH & COMPANY, LLC dba GLOBAL AUCTION SERVICES AGREES TO** provide to PAEC accurate and detailed reports on a quarterly (Calendar Year) basis along with a check for the accumulated commissions on sales made in association with the terms of this agreement. **AARON JOSEPH & COMPANY, LLC dba GLOBAL AUCTION SERVICES** is responsible for self-reporting and agrees to exercise honest, ethical, and transparent business practices in the execution of this agreement and the self-reporting requirements.
6. PAEC AGREES TO collaborate and work with **AARON JOSEPH & COMPANY, LLC dba GLOBAL AUCTION SERVICES** in the development and implementation of a marketing plan consistent with the approved marketing plan of the AEPA members' states. PAEC agrees to make available and maintain an online source page for **AARON JOSEPH & COMPANY, LLC dba GLOBAL AUCTION SERVICES** which will include current **AARON JOSEPH & COMPANY, LLC dba GLOBAL AUCTION SERVICES** marketing, promotions, partnering programs, products, and pricing as updated by PAEC from information provided by **AARON JOSEPH & COMPANY, LLC dba GLOBAL AUCTION SERVICES**.
7. In support of this agreement and to extend the breadth and scope of sales outside of the State of Florida, PAEC agrees to provide other state purchasing organizations who are members of the Association of Educational Purchasing Agencies (AEPA) an opportunity, if they so choose, to participate in this agreement. Accordingly, PAEC AGREES TO PAY each of the 25 member states, who have agreed to market and promote this program, an administration fee of 2% of the total sales from **AARON JOSEPH & COMPANY, LLC dba GLOBAL AUCTION SERVICES** in the AEPA member state. Sales outside of Florida under the PAEC contract will earn 4% administration fees (interstate program fee) paid to PAEC, 2% of which will be paid to the participating AEPA member state. **AARON JOSEPH & COMPANY, LLC dba GLOBAL AUCTION SERVICES** is not responsible for the administration of this interstate program but **AARON JOSEPH & COMPANY, LLC dba GLOBAL AUCTION SERVICES** will provide accurate sales records relevant to interstate sales, if requested, in support of this agreement.
8. **AARON JOSEPH & COMPANY, LLC dba GLOBAL AUCTION SERVICES** agrees to maintain at the expense of **AARON JOSEPH & COMPANY, LLC dba GLOBAL AUCTION SERVICES**, commercial general liability insurance, with a combined single limit of not less than one million dollars per occurrence for personal injury and property damage. **AARON JOSEPH & COMPANY, LLC dba GLOBAL AUCTION SERVICES** agrees in the event of a product recall to reimburse buyers all direct and indirect costs and expenses, associated with removing such products from distribution, either by replenishing inventory (if replenishing inventory is currently available or by agreement to refund purchasing contract price) up to the limits of and through the commercial general liability insurance.
9. The duration of this agreement is for 36 months and will automatically renew on (enter dates 12 months from the start date) and on (enter date for 24 month anniversary) unless either party submits a termination notice in writing 30 days prior to the automatic renewal dates. However, PAEC reserves the right to terminate the agreement immediately in the event that **AARON JOSEPH & COMPANY,**

LLC dba GLOBAL AUCTION SERVICES has reported no sales in the first 12 months or in subsequent quarterly reports in years two and three of the agreement.

10. AARON JOSEPH & COMPANY, LLC dba GLOBAL AUCTION SERVICES agrees to report all sales and pay commissions relevant to this agreement. Failure to do so or to willfully misrepresent sales and associated commissions to PAEC will constitute a breach of the agreement and entitle PAEC to compensatory damages for administration and marketing services at a rate compatible with market standards. This will include, but not be limited to, clerical and accounting services, website services, printing, email marketing, travel, lodging, registration fees, and other marketing projects associated with the promotion of products and services offered by AARON JOSEPH & COMPANY, LLC dba GLOBAL AUCTION SERVICES.

THIS AGREEMENT constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, discussions, negotiations, or understandings, whether oral or written, between the Parties with respect to the subject matter hereof. No amendment to or modification of this Agreement will be binding unless in writing and signed by the Parties or a duly authorized representative of the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date above.

(Vendor/partner)

Panhandle Area Educational Consortium

By: [Signature]
Print Name: Joseph F. Kikta
Title: Managing Member / CEO
Date: _____

By: [Signature]
Print Name: John Selover
Title: Executive Director, PAEC
Date: 3/15/16

DUNS # 090853765

By: [Signature]
Print Name: Herbert J. Taylor
Title: Superintendent, Washington School District
Date: 3-16-16

WCSB: 3-14-2016

Contract Number 16-200

Joshua L. Williams
Interim Chief Operations Officer



Michael L. Thurmond
Superintendent

Sam Moss Service Center - Operations Division
1780 Montreal Road
Tucker, GA 30084-6705
678.676.1320

June 9, 2014

Aaron Joseph & Company, LLC.
Global Auction Services
345 Office Plaza Drive
Tallahassee, FL 32301

RE: Notice of Award – Provider Managed Auction Service Agreement
Auction Services for the purpose of auctioning obsolete and unusable furniture and other stored items in surplus properties.

Mr. Joseph,

This letter shall serve as your Official "NOTICE TO PROCEED" (NTP) for Auction Services on the above referenced project. The effective date of this notice is June 9, 2014. All services shall be performed in strict accordance with the terms and conditions set forth in the Provider Managed Auction Service Agreement between the Board of Education and the Provider (Global Auction Services) for the above mentioned project.

We look forward to working with you and the successful completion of this project. If you have any questions concerning this matter, please contact the Mr. Toney Blackmon at 678-676-1476.

Sincerely,
DeKalb County School District

A handwritten signature in black ink, appearing to read "Toney Blackmon", is written over a horizontal line.

Toney Blackmon
Director of Business Services

cc: Mr. Joshua L. Williams, Interim Chief Operations Officer
Mrs. Millini Matheny, Contract Compliance Specialist

PROVIDER MANAGED AUCTION SERVICES AGREEMENT

This Agreement, made this 19th day of May, 2014, the EFFECTIVE DATE, is entered into between:

DeKalb County School District, whose address is: DeKalb County Board of Education, Operations Division, Sam A. Moss Service Center, 1780 Montreal Road, Tucker, GA 30084-6705, hereinafter called CLIENT, and
Aaron Joseph & Company, LLC dba Global Auction Services, FL AB3255, 345 Office Plaza Drive, Tallahassee, Florida 32301, Phone: 850-878-3030, Phone: 888-262-1883, FAX: 850-765-8855, Email: info@globalauctionserv.com, hereinafter called the PROVIDER.

CLIENT and PROVIDER agree as follows:

NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS TO REQUIRE CLIENT TO EXCLUSIVELY USE THE SERVICES OF THE PROVIDER. ALL SERVICES ARE TO BE PERFORMED AT THE WILL OF THE CLIENT, ON AN AS NEEDED BASIS. NO COMMISSIONS OR FEES ARE PAID BY CLIENT, UNLESS AGREED TO IN WRITING.

PROVIDER agrees to:

1. **Services:** PROVIDER will provide traditional auction services such as: providing auction staff, cataloging, organizing, photographing, valuing, accounting, and customer billing as needed, or requested by CLIENT.
2. **Auction Management:** PROVIDER will provide and manage live auctions, online auctions (timed and virtual), or live actions with simultaneous online bidding as, in PROVIDER'S sole discretion, is deemed appropriate.
3. **Buyer Assistance:** PROVIDER will attempt to locate shipping companies in CLIENT's local area to assist buyers with handling and shipping of surplus inventory purchased.
4. **Advertising & Marketing:** PROVIDER will provide development and placement of marketing and advertising in various media such as print, video, radio, direct mail campaigns, email campaigns, social media such as: Facebook, Google+, and twitter, RSS Syndicated Auction Blog, as, in PROVIDER'S sole discretion, is deemed appropriate and cost effective.
5. **Webpage:** PROVIDER will provide CLIENT with a branded online web page on the Global Auction Services platform where potential buyers can view your auction catalogues, sign up for CLIENT'S auction email lists and find links to online bidding for CLIENT'S auctions.
6. **Email List:** PROVIDER will develop and maintain an email list specifically for CLIENT'S auctions. PROVIDER will utilize its current email lists and/or PROVIDER will purchase additional email lists if, at PROVIDER'S sole discretion, PROVIDER deems it necessary and cost effective to do so.
7. **ProxiBid®:** PROVIDER will manage CLIENT'S online auctions on the ProxiBid® platform, which exposes CLIENT'S auctions to bidders across the ProxiBid® Marketplace.
8. **Buyer's Premium:** PROVIDER will charge a reasonable Buyer's Premium (the Buyer pays the Commission). This Buyer's Premium is charged to the Buyer in addition to the high bid. PROVIDER agrees to remit to CLIENT, the full high bid amount collected. Therefore **NO COMMISSION OR FEES WILL BE CHARGED TO CLIENT**, unless otherwise agreed to in writing. The Buyer's premium is payment for PROVIDER's services, and will be remitted to PROVIDER, when auction accounting is closed.
9. **Annual Buyer's Premium Share:** PROVIDER agrees to share a portion of the Buyer's Premium with CLIENT, based on CLIENT's annual volume of sales, by check, according to the schedule below. Annual Buyer's Premium Share will be calculated on the cumulative total of sales prices for all items sold under the terms of this agreement, before sales tax and buyer's premium, (i.e. the highest bid), for a twelve month period. The first such annual period will commence on the effective date of this agreement and will terminate in 12 months. For example if the effective date of this agreement is June 1st, the term of the first 12 month period would be June 1st through May 31st of the following year. Subsequent twelve month periods would follow accordingly for the duration of this agreement. Aggregation of the cumulative auction total sales among CLIENTS utilizing cooperative purchase agreements is not permitted unless CLIENTS are governed by the same board, council, commission, or governing body. All calculations for the Annual Buyer's Premium Share will be calculated on sales that are closed, and paid, within the twelve month period, adjusted for any non-paying purchasers. After the initial, and each subsequent 12 month period, the cumulative annual total of sales prices is re-set to zero, to begin the calculation for the following 12 month period. The Annual Buyer's Premium Share is capped at 1.25%. The Annual Buyer's Premium Share will be calculated once each year, in the month following the close of any twelve month calculation period. Payment will be made to CLIENT after calculation.

ANNUAL BUYER'S PREMIUM SHARE SCHEDULE

\$ 0	to	\$ 249,999.99	No Share	\$2,000,000	to	\$2,499,999.99	0.50%
\$ 250,000	to	\$ 499,999.99	0.10%	\$2,500,000	to	\$2,999,999.99	0.625%
\$ 500,000	to	\$ 749,999.99	0.15%	\$3,000,000	to	\$3,499,999.99	0.75%
\$ 750,000	to	\$ 999,999.99	0.20%	\$3,500,000	to	\$3,999,999.99	0.875%
\$1,000,000	to	\$1,499,999.99	0.25%	\$4,000,000	to	\$4,499,999.99	1.0%

\$1,500,000	to	\$1,999,999.99	0.375%	\$4,500,000	to	\$4,999,999.99	1.125%
				\$5,000,000	Or More		1.25%

EXAMPLE: CLIENT has a cumulative total of sales prices for sales closed and paid, after adjustments for non-paying purchasers during their first 12 month calculation period that equals \$1,600,000.00. The CLIENT share would equal 0.375%. A check would be issued by PROVIDER to CLIENT for \$6,000.00 (\$1,600,000 X 0.375%). The cumulative total sales would be re-set to zero to begin the next twelve month calculation period.

10. **Buyer's Failure to Perform:** In the event that a Buyer fails to remit payment on their invoice, PROVIDER will bar said Buyer from bidding in future auctions. The item or items invoiced to said Buyer will then be re-auctioned. Under no circumstances shall PROVIDER be held liable to remit to CLIENT the high bid amount for a non-paying Bidder.
11. **Sales Tax:** PROVIDER will collect appropriate sales tax due as a result of CLIENT's auctions. PROVIDER will remit all sales tax collected as a result of CLIENT'S auctions, to the Georgia Department of Revenue if required by applicable law.
12. **Trust/Escrow Account:** PROVIDER will collect the proceeds of the auctions, and shall deposit the entire proceeds received from the auctions, into the PROVIDER's trust/escrow account within 2 business days of the sale, or within 2 business days of the receipt of said proceeds, whichever is later.
13. **Payment to Client:** Within 30 days of an auction, PROVIDER will remit payment to CLIENT by check or Bank Transfer from PROVIDER's trust/escrow account.
14. **Payment from Bidders:** PROVIDER will accept as payment on behalf of CLIENT – Cash (live auctions only), Wire Transfer with a convenience fee, and Credit Cards. No personal or business checks will be accepted.
15. **Document File:** PROVIDER will create and maintain a "Cloud" based shared file to hold all documents related to this contract, including all auction records as they are created, and share this "Cloud" based file with CLIENT, thereby reducing the use of paper – promoting an environmentally friendly or "Green" policy.
16. **Pickup by Purchaser:** PROVIDER will provide an employee or an agent of Aaron Joseph & Company LLC/Global Auction Services to be present during the transfer of custody of any property owned by CLIENT according to PROVIDER'S scheduling..

CLIENT agrees to:

1. **Security and Storage:** CLIENT will secure, and store, items scheduled for auction, until those items are conveyed to the purchaser thereof.
2. **Item Previews:** CLIENT will make items scheduled for auction, available for inspection by potential bidders.
3. **Fairness to Online Bidders:** To maintain a fair and equitable auction environment, CLIENT must refer any and all bidders to the dynamic auction system on CLIENT's Online Auction Webpage, for any and all bids on items or lots of items being currently offered at Auction on said system. **No bids are to be taken outside the dynamic auction system on items or lots of items being currently offered at Auction on said system.** To do so, would corrupt the auction environment, possibly create two or more winning bidders, and possibly not allow lower bidders who are unaware that they have been outbid, to competitively increase their bid.
4. **Condition of Items:** CLIENT agrees to fully disclose the known condition of all items or lots of items being sold at Auction on CLIENT's Online Auction Webpage. CLIENT further agrees not to conceal known damage from bidders, or willfully fail to disclose facts that if known would possibly cause bidders to bid lower for an item or lot of items.
5. **Website Link:** CLIENT agrees to provide a link from CLIENT's current website to the branded online web page on the Global Auction Services platform, built for CLIENT by PROVIDER.
6. **Logo:** CLIENT agrees to allow PROVIDER to use CLIENT'S LOGO and CLIENT'S website graphics in developing and maintaining the branded online web page on the Global Auction Services platform and in any advertising and/or promotional materials PROVIDER develops to promote CLIENT'S auctions.
7. **Buyer's Premium:** CLIENT agrees that the total Buyer's Premium is compensation for PROVIDER, and further agrees that CLIENT is not entitled to any portion of said Buyer's Premium, except as set forth in Paragraph 9 above.
8. **Document File:** CLIENT agrees to receive all auction documentation through the "Cloud" based shared file created by PROVIDER for such purpose.
9. **Pickup by Purchaser:** CLIENT agrees to make items sold at auction available for pickup by the purchaser(s) thereof. CLIENT further agrees not to allow the pickup of any item purchased until CLIENT receives notice from PROVIDER that all items invoiced to Purchaser have been paid for, including any Sales Tax or Buyer's Premium due.
10. **Cataloging & Photography:** CLIENT agrees that whenever possible, CLIENT will write a detailed description of the item(s) to be sold, noting the condition of and any damage to the item(s) to be sold. CLIENT will digitally photograph the item(s) including any identifying marks, plates, numbers, along with photographs that depict the condition of the item, including damage, odometer readings, or hour meter readings. CLIENT further acknowledges that PROVIDER will only be available to assist in the cataloging & photography of items to be sold, as PROVIDER'S schedule will allow.

Additional Terms:

Inappropriate Content: If PROVIDER determines, in its sole discretion, that any content posted on the Online Auction Webpage, or in the dynamic auction system is inappropriate, PROVIDER reserves the right to delete such content from the dynamic auction system and from the Online Auction Webpage, and/or suspend CLIENT's access to the dynamic auction system and/or to the Online Auction Webpage, and/or Terminate this Agreement.

Ownership of Online Auction Webpage: PROVIDER owns and retains all rights to the Online Auction Webpage and all content and materials contained on the Online Auction Webpage, including but not limited to: text, graphics, logos (except CLIENT's logo), audio clips, software server information, files, images, photos, works of authorship, links, or other materials. CLIENT acknowledges and agrees that ownership of the Online Auction Webpage and its contents shall remain the property of PROVIDER after the termination of this Agreement. CLIENT further agrees not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from the content or materials on the Online Auction Webpage without the express authorization of PROVIDER. The use of the Online Auction Webpage, its content or materials for any purpose not expressly permitted in this Agreement is prohibited. PROVIDER reserves the right to change the dynamic online bidding platform from ProxiBid® to another platform, if it deems the change necessary.

Term and Termination: This Agreement shall commence on May 19, 2014. Notwithstanding anything to the contrary in the Agreement, the Agreement shall terminate without further obligation of CLIENT on December 31, 2014, or on December 31 of any succeeding calendar year in which this Agreement is renewed; provided, however, that this Agreement shall automatically renew on December 31, 2014, December 31, 2015, December 31, 2016, or December 31, 2017, as applicable, without further action by CLIENT unless CLIENT provides sixty (60) days' prior notice of its intent to terminate the Agreement. If this Agreement automatically renews on December 31, 2017 pursuant to the previous sentence, it shall expire on May 19, 2018.

Confidentiality: Each party acknowledges that the parties may disclose between themselves confidential and proprietary information owned, developed, acquired by or licensed to the disclosing party, including without limitation, information regarding such party's business, products, services and customers, hereinafter referred to as CONFIDENTIAL INFORMATION. Each party will take reasonable precautions necessary to safeguard the confidentiality of such CONFIDENTIAL INFORMATION. Nothing in this section shall prevent CLIENT from complying with its obligations under the Georgia Open Records Act.

Limitation of Liability: Notwithstanding anything to the contrary contained in this Agreement, neither party hereto shall have any liability to any other party hereto for any of the following: (a) Any losses resulting from any failure or delay in performance if such failure or delay is caused in whole or in part by an act of God, civil disturbance, acts of terror, court order, labor dispute, fire, system failure or other cause beyond its reasonable control including, without limitation, failures, outages, delays or fluctuations in electrical power, telecommunications service, or Internet service; or (b) Special, punitive, indirect, incidental or consequential damages, including, without limitation, damages for lost revenues, lost profits or lost opportunities, even if such damages were foreseeable or resulted from a breach of this Agreement; or (c) Any losses arising as a result of incorrect, inaccurate or incomplete information furnished to one party hereto by or on behalf of the other party hereto; or (d) Damages for breach of this Agreement in excess of the amounts paid by CLIENT for the Services rendered hereunder.

CLIENT hereby acknowledges that occasional interruptions of Service may occur from time to time for reasons beyond the reasonable control of PROVIDER, including, without limitation, problems with telecommunications lines or Internet service and that such interruptions of service shall in no event be a cause for any liability or claim against either party hereto, nor shall any such occasion render either party hereto in breach of this Agreement.

Relationship of the Parties: The parties are and shall be, with respect to the subject matter of this Agreement, independent contractors of one another and nothing in this Agreement shall be deemed to create an agency, partnership, employment or joint venture relationship between the parties.

Entire Agreement: Amendments. This Agreement sets forth the entire understanding of the parties hereto and supersedes all prior oral and written agreements between the parties relative to the subject matter hereof and merges all prior and contemporaneous discussions between them, and sets forth the specific information and obligations of the parties and the fees and costs for Online Auction Services.

Waivers: The terms, covenants, representations and warranties set forth in this Agreement or any may be waived only by a written instrument executed by the party waiving compliance.

Assignment: This Agreement may not be assigned by either party without the prior written consent of the other party. Such consent shall not be unreasonably withheld.

Cooperative Use of Contract: Other school districts and public agencies may participate under this contract at the same prices, terms and conditions stated in this contract, at the discretion of the PROVIDER. Agencies utilizing this contract shall be responsible for obtaining approval from their approving body of authority when necessary and shall hold DeKalb County School District and DeKalb County Board of Education harmless from any disputes, disagreements or actions which may arise as a result of using this contract. Agencies utilizing this contract shall enter into a separate Participating Addendum to this contract with PROVIDER. The CLIENT waives its right to receive payment under any such Participating Addendum, and authorizes each agency utilizing this contract to make or receive payment and place orders directly to the PROVIDER, according to their respective Participating Addendum..

Binding Effect: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Severability: In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or enforceability shall not affect any other provision of this Agreement.

Counterparts: This Agreement may be executed in counterpart, and each counterpart shall constitute an original instrument, and all such separate counterparts together shall constitute one and the same agreement.

Governing Law: This Agreement shall be governed by the laws of the State of Georgia. The parties agree to submit to the jurisdiction of the state and federal courts in DeKalb County, Georgia for the resolution of all disputes arising out of this Agreement.

Survival of Provision: The obligations set forth in this agreement, with regards to Term, Fees, and Confidentiality shall survive the expiration or termination of this Agreement. Termination or expiration of this Agreement shall not limit or impair the liability of either party to the other for or in respect to any breach of this Agreement prior to its termination or expiration, or any other liability arising out of or relating to the parties' obligations under this Agreement.

IN WITNESS WHEREOF, CLIENT and PROVIDER have executed this Agreement set forth below as of the date first written above by their respective officers thereunto duly authorized.

CLIENT:
DeKalb County School District

By: _____

Title: _____

Date: _____

PROVIDER:

Aaron Joseph & Company, LLC
dba Global Auction Services, FL AB3255

By: _____

Title: _____

Date: _____

GA AU-C002999

UTILIZATION OF SERVICES – SERVICE ORDER

Date: _____

Legal Name: _____

Address: _____

City, State Zip Code: _____

Telephone Number: (____) _____ - _____, Fax Number: (____) _____ - _____.

hereby orders the services **Bidilla, Inc., FL AB3574, or Aaron Joseph & Company, LLC dba Global Auction Services, FL AB3255**, 918 Abbiegail Drive, Tallahassee, Florida 32303, Phone: 850-878-3030, FAX: 850-765-8855, Email: info@globalauctionserv.com, under the PAEC Cooperative State Purchasing Contract #16-200, and pursuant to the terms of the Provider Managed Auction Services Agreement between Bidilla, Inc. or Global Auction Services and DeKalb County Board of Education, which shall be governed by Florida law where applicable, and the parties agree to submit to the jurisdiction of the courts of Gadsden County, Florida for the resolution of all disputes.

Signed: _____

Printed Name: _____

Title: _____