

**ONLINE AUCTION CONTRACT - AGREEMENT FOR SALE OF GOVERNMENT ASSETS BY ONLINE AUCTION
COUPLED WITH SARATOGA COUNTY ("Piggy-Back")**

This Agreement made on 10/29/2020, between CITY OF LONG BEACH, hereafter called "Seller", and Auctions International, Inc., 11167 Big Tree Road, East Aurora, NY 14052, hereafter called "Auctioneer":

The Auctioneer hereby agrees to use professional skills, knowledge, and experience to the best advantage of both parties in preparing for and conducting the sale. All auction items will be sold "As-Is, Where-Is", subject to the Seller's terms.

The Seller agrees to provide Titles, Keys and all other Proof of Ownership to customers who present a paid invoice from Auctions International, and release the purchased items once the Auctioneer has received full payment for the goods listed and described in detail on provided condition reports, and/or provided by electronic means to Auctioneer.

GOVERNMENT VEHICLES, MACHINERY, EQUIPMENT AND ALL OTHER SURPLUS ASSETS

The Seller agrees to provide merchantable title (with no liens or encumbrances) for motor vehicles, and agrees to write-in the purchase information on the back of any titles issued to purchasers (as required by law). The Seller furthermore agrees not to sell listed merchandise before the term of the online auction is complete, under any circumstances.

The Auction is to be held online at www.AuctionsInternational.com, beginning and closing on mutually agreed dates and times. The terms and prices of this contract shall remain in effect for two (2) years after the agreement is executed, based on the needs of the Seller. Notwithstanding the foregoing, the Seller may terminate this contract at any time for convenience.

It is agreed that all listed merchandise be sold to the highest bidder, "as-is", "where-is", with no warranty expressed, implied or otherwise, and with the Government Seller retaining the right to reject any bids that are insufficient. Seller agrees to specify a minimum acceptable price on each rejected bid, which will be posted on the 'Past Prices' page of the Auctioneer's website.

Purchaser's will be required to pay a 4% buyer's premium for vehicles and equipment sold within two (2) years of the manufacture date, a 5% buyer's premium for vehicles and equipment within three (3) years of the manufacture date, or a 10% buyer's premium for all older equipment to be added to the successful high bid prices, which will constitute the Auctioneer's compensation for these services. There is NO commission charged to the seller.

The Auctioneer will conduct auction(s) at no-cost to the Seller, provided the Seller takes photos and descriptions of the merchandise, and provides this information to the Auctioneer's staff. The Auctioneer reserves the right to combine low-value merchandise into larger online auction lots as necessary, based on past experience with such items.

If requested by the Seller, the Auctioneer's staff will travel to the Seller's facilities to obtain photos and condition reports of the Seller's items, for the following listing fees: Thirty dollar (\$30) fee for each motorized vehicle/equipment, and Five dollar (\$5) fee for each auction lot that is not a motor vehicle. These listing fees will be deducted from the sale proceeds, before final payment is made to Seller.

The Auctioneer will mail a check to the Seller for all proceeds collected within fifteen (15) business days after the Seller approves the bids for the sale items and all monies are collected, along with an accounting summary. In the event of a bidder's refusal or failure to pay for their invoiced items, the Auctioneer will offer the unsold merchandise to the backup bidder, and the reneging bidder will be banned from future auctions. If the backup bidder does not take the merchandise for the backup bid price, then the merchandise will revert back to possession of the seller, only after a reasonable time has been allowed for the backup bidder to get their payment to the Auctioneer. At the request of the Seller, any unsold merchandise can be re-listed in a future online auction. At no cost to the seller.

INDEPENDENT STATUS. That during the existence of this agreement, the Auctioneer shall remain an individual, independent contractor, retaining its separate identity and shall in no way be considered a division, department or agent of the Seller's agency or organization.

WAIVER. No waiver of any breach of any condition of the agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

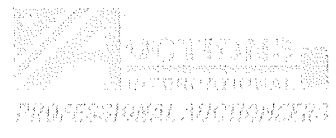
ENTIRE AGREEMENT. This Agreement constitutes the entire agreement among the parties with respect to the subject matter of this Agreement, and supersedes any and all prior understandings and agreements, whether written or oral, and all prior dealings of the parties with respect to the subject matter of this Agreement.

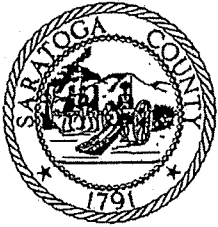
(x) [Signature] DONNA M GARDEN CITY MANAGER 516/431-1000
Seller's Authorizing Signature Printed Name and Agency Title Telephone Number

(x) 1 W. Chester Street, Long Beach, NY 11561
Seller's Agency Payment Address (Check will be made out and mailed to Seller, from Auctioneer, for payments received)

(x) CITYMANAGER@LONGBEACH.NY.GOV
Seller's E-Mail Address

(x) _____ Auctioneer's Signature _____ Auctioneer's Printed Name _____ Seller's County _____ Feb-16





JOHN T. WARMT
Director

SARATOGA COUNTY PURCHASING DEPARTMENT

Central Stores ~ Central Printing ~ Central Mail
50 WEST HIGH STREET * BALLSTON SPA, NY 12020
Telephone: (518) 885-2210
Fax: (518) 885-2220

February 18, 2020

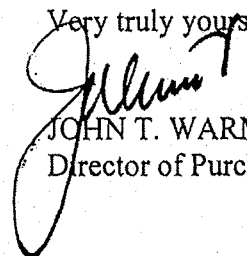
RJ Klisiewicz, III – Operations Manager
Auctions International, Inc.
11167 Big Tree Road
East Aurora, NY 14052

Dear Mr. Klisiewicz:

This is to inform you that your Company has been chosen to provide on-line auction services to the County of Saratoga based on the information you submitted to our Request for Proposals – 20-RFPOAS-1 (attached). This award is pending the execution of a Contract.

If you have any questions, please contact my office.

Very truly yours,


JOHN T. WARMT
Director of Purchasing



PRICING SCHEDULE:

The RFP requires the offeror to submit pricing in the form of percentage of the sale price charged to the County for the use of their services, additional fees for set up work, including item descriptions and digital photographs:

1. The Contractor shall retain _____ % of the sale price as compensation for all services provided.
2. The Contractor will charge 10% % as a buyer's premium to be added to highest bid as compensation for services provided.
3. The Contractor will charge the following fees for services rendered to facilitate a competitive auction:

<u>SERVICE DESCRIPTION</u>	<u>FEE SCHEDULE</u>
Online Auction	10% buyer's premium
Online Auction- 3 years old	5% buyer's premium
Online Auction- 2 years old	4% buyer's premium
Credit card payments fee	4%
Optional Services	
Asset check-in (General Merchandise)	\$5.00 per lot
Asset check-in (Heavy Equip/ Vehicles)	\$30.00 per lot

 Please refer to the project cost proposal in our RFP response for a thorough explanation of fees, PAGES 108-109

AWARD PROCEDURE:

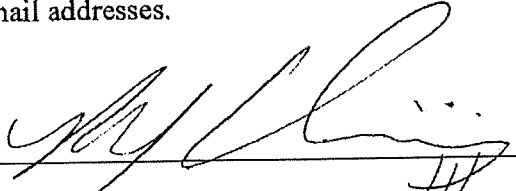
Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price, although price need not be the sole determining factor. After any negotiations have been conducted with each offeror selected, the County shall select the offeror, in its opinion, that has made the best proposal, and award a contract to that offeror. Should the County determine in writing and in its sole discretion that only one offeror is fully qualified or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. Initial contract term will be for two (2) years, with the option of two (2), one year extensions with the approval of both parties.

EXTENSION OF CONTRACT TO OTHER GOVERNMENT ENTITIES:

Under NYS General Municipal Law Section (103), subdivision (3), it is the intent of this Request For Proposals that all political subdivisions, and districts located in the State of New York, be entitled to contract for services from the resulting award. Each participating entity shall be billed by and make payment directly to the successful offeror. In the event of a failure or breach in performance of any such contract by a participating entity or the successful offeror, Saratoga County, specifically and expressly disclaims any and all liability for such defective performance or breach, or failure of either party to perform in accordance with its obligations, covenants and the terms and conditions of this RFP.

REFERENCES:

All offerors shall provide a list of three municipalities or other government agencies that are contracting for similar services to be used as references. Please include the agency name and address, contact person, phone numbers and email addresses.

DATE 2/3/2020 SIGNATURE 
NAME & TITLE RJ Klisiewicz III- Operations Manager
COMPANY Auctions International, Inc.
ADDRESS 11167 Big Tree Road
East Aurora, NY 14052
TELEPHONE (800) 536-1401 ext. 110
FAX (800) 569-3334

SARATOGA COUNTY RFP-ONLINE AUCTION SERVICE – 20-RFPOAS-1

The Saratoga County Purchasing Office received five (5) responses to our RFP for Online Auction Services. The five respondents were Absolute Auctions & Realty (AARauctions.com), Auctions International, Inc., GovDeals.com, J.J. Kane Auctioneers, and Municibid. A review of all proposals revealed that they were sufficient in detail and complied with the instructions in the RFP.

GovDeals.com is not being considered due to their buyer's premium being 12.5% which was the highest of all responses. J.J. Kane is not being considered due to their buyer's premium being 12% and the additional fee schedule charged to the County (also J.J. Kane did not sign their proposal). Although Municibid proposed a buyer's premium of 9%, with an additional 5% aggregate for items selling above \$100,001.00 which is the lowest of all responses, they currently have only 6 active auctions and none are in the upstate, Capitol Region of New York.

Per the outline of the original RFP the two companies being considered are Absolute Auctions & Realty, and Auctions International. Below is a table of pricing structure:

Category	Absolute Auctions & Realty	Auctions International
Retention	n/a	n/a
Buyer's Premium (items other than Real Property)	10% Reduced BP 2% (2 yrs. Old) Reduced BP 3% (3 yrs. Old)	10% Reduced BP – 4% (2 yrs. old) Reduced BP – 5% (3 yrs. old)
Real Property	n/a	6%
Credit Card Surcharge	3.5% (indicated as a BP of 13.5%)	4%
Photography	0	\$5.00\lot General \$30.00\lot Heavy Equipment
Marketing	0	0
Payment Processing	0	0

Each pricing schedule submitted is similar. Auctions International, Inc. does include in their proposal a fee for auctioning real property that the County has used and may use in the future. Auctions International has submitted a fee schedule for certain services; i.e. photography, Saratoga County will not use these services. Both vendors have indicated a lower buyer's premium for items that are two and three years old, Saratoga County has not sold items at that age.

A visit to each website was conducted on the day of review as an indication of volume showed that Absolute Auctions had eight (8) active auctions that involved typical surplus goods such as heavy equipment, in New York and Auctions International had one hundred five (105) active auctions in New York. This would indicate a higher volume of users to the Auctions International website.

It has been determined that It would be in the best interest for the County to contract with Auctions International, Inc. for this service.