



ERIE COUNTY WATER AUTHORITY
INTEROFFICE MEMORANDUM

May 2, 2019

To: Terrence D. McCracken, Secretary to the Authority

From: Lavonya C. Lester, Director of Administration

Subject: Agreement with Auctions International to Provide Online Auction Services

On April 28, 2019, our online auction contract with Auctions International expired. We are requesting that this contract be signed for 1 year with an option to renew an additional (1) year term. This contract has been used in previous years to assist the Authority with auctioning off our vehicles and other pieces of equipment by an online auction process. Our online auction sales for 2018 reached \$426,845.00 and this included the sales of some large fleet vehicles and some heavy pieces of equipment.

The agreement piggybacks the Saratoga County, New York Contract which includes the cost proposal attached.

The fee schedules are as follows:

10% Buyer's premium

4% reduced buyer's premium for vehicles 2 years old

5% reduced buyer's premium for vehicles 3 years old

There are no seller fees for this type of agreement. Commissions made by Auctions International are a percentage of the buyer's premium.

LCL:
Attachment
cc:

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

This Agreement made on 5 / 28 / 2019, between Erie County Water Authority, 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 one (1) year with an option to extend for an additional one (1) year, 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 renegeing 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) _____ Jerome D. Schad, Chair 716-849-8484
Seller's Authorizing Signature Printed Name and Agency Title Telephone Number

(x) 295 Main Street, Room 350, Buffalo, New York 14203
Seller's Agency Payment Address (Check will be made out and mailed to Seller, from Auctioneer, for payments received)

(x) llester@ecwa.org
Seller's E-Mail Address



(x) _____ Auctioneer's Signature _____ Auctioneer's Printed Name _____ Seller's County Feb. 18

2018 Auction and Surplus Activity Report

Report Date 12/26/2018

Activity Period 2018

Final 2018 Report

Revenue from auction and scrap

Surplus Vehicle Auctions	\$ 426,845.00
Surplus Small Item Auctions	\$ 12,516.00
Brass Meter Scrap	\$ 44,173.22
Steel, Iron, Brass, Copper Scrap	\$ 24,191.64
Total Revenue to Date	\$ 507,725.86

Major Auction Year-To-Date Summary

Vehicle Auctions	Planned	22*	Completed	20	V082; V109 will be auctioned JAN 2019
Major Surplus Items			Completed		

Current Activity

Vehicles	At Auctions International
Vehicles	At Auctions International
Vehicles	At Auctions International
Vehicles	At Gov Deals
Surplus	At Auctions International
Brass Meters (Whole)	Niagara Metals
Brass Meters (Red)	Niagara Metals
Misc Scrap	Metalico

Next Month Activity

Vehicles	V082; V109	Early 2019
Vehicles		
Vehicles		
Brass Meters (Red)		
Brass Meters (Whole)		

* - Adjusted number of approval Forms (Blue Sheets) & Documentation \Auctions International 2019\Activity Report 20181226

5/2/2019

Project Cost Proposal

Online Silent Auction Service for sale or SURPLUS ASSETS

10% Buyer's Premium; to be paid by the successful high bidder in addition to the high bid price to constitute as auctioneers compensation. Seller will retain 100% of the high bid price. As always Auctions International, Inc. will always collect any local, county or state sales taxes.

Auctions International offers **reduced buyer's premiums** on vehicles and heavy equipment that are within 2 and 3 years of the manufacture date.

2 years from manufacture date; **4%**

3 years from manufacture date; **5%**

Example: Lot #1 closes at \$1000

Buyer pays Auctions International; \$1000 (high bid price) + \$100 (10% buyer's premium) + applicable sales taxes

Seller is remitted \$1000 (high bid price)

Auctions International retains \$100 (buyer's premium)

Applicable sales taxes are remitted to the appropriate agencies by Auctions International

For ALL credit/debit card payments an additional 4% processing fee will be added to the high bid price.

ALL bank transfers/ wire transfers will include a \$15 charge, per First Niagara. Payees utilizing the wire transfer payment method, may be subject to their banks transfer fees.

(OPTIONAL SERVICE)

\$5 Item (General Merchandise) Check-in Fee:

Assessed against auction proceeds, charged per 'lot' place into the auction that is not considered a motor vehicle or equipment asset. Includes photography and condition report by auction staff.

\$30 Vehicle Check-in Fee:

Assessed against auction proceeds, charged per vehicle or motorized equipment item that requires a test and condition report evaluation. Includes photography, road test, condition report by auction staff.

As per the RFP this Cost Proposal is valid for the two year contract term with the option to extend the contract for two additional one year terms, (or other extension arrangements agreed upon by both parties.)

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Project Cost Proposal

Online Silent Auction Service for sale or REAL PROPERTY

6% Buyer's Premium; to be paid by the successful high bidder in addition to the high bid price to constitute as auctioneers compensation. Seller will retain 100% of the high bid price.

As always Auctions International, Inc. will always collect any local, county or state sales taxes.

Example: Lot #1 closes at \$1000

Buyer pays Auctions International; \$1000 (high bid price) + \$60 (6% buyer's premium) + applicable sales taxes

Seller is remitted \$1000 (high bid price)

Auctions International retains \$60 (buyer's premium)

Applicable sales taxes are remitted to the appropriate agencies by Auctions International

For ALL credit/debit card payments an additional 4% processing fee will be added to the high bid price.

ALL bank transfers/ wire transfers will include a \$15 charge, per First Niagara. Payees utilizing the wire transfer payment method, may be subject to their banks transfer fees.

CONFIDENTIALITY

This proposal in its totality contains numerous aspects of Auctions International, Inc's business practices. All information in relation but not limited to; clientele, sales figures, references, business practices and systematic approaches is deemed as confidential.

This information is not to be shared with any other proposing company as it would be deemed detrimental to Auctions Internaitonal.

COUNTY OF SARATOGA
REQUEST FOR PROPOSALS
ONLINE AUCTION SERVICES
16-RFPOAS-1



Receiving until February 19, 2016 @ 5:00 p.m.

SARATOGA COUNTY PURCHASING DEPARTMENT
JOHN T. WARMT, DIRECTOR OF PURCHASING
50 WEST HIGH STREET
BALLSTON SPA, NEW YORK 12020

REQUEST FOR PROPOSALS

Online Auction Services

Saratoga County and Albany County (County), through the Saratoga County Purchasing Department, is cooperatively seeking proposals from qualified entities to hold online auctions for the disposal of items that the County deems is not necessary for public use. Proposals, one (1) clearly marked original, and four (4) copies, will be received until 5 p.m. February 19, 2016 at the Saratoga County Purchasing Office, 50 West High Street, Ballston Spa, New York 12020.

GOALS / OBJECTIVES:

The County's primary goals or objectives with an online surplus auction program are as follows:

- Ability to sell all miscellaneous surplus items, surplus vehicles and heavy equipment.
- Reduce on-hand surplus inventory and related carrying costs.
- Increase market base and bidder base.
- Increase prices paid for auction items.
- Reduce costs associated with running an auction.
- Reduce the number of non-payment bidders.
- Ease of program administration, including but not limited to: posting of auctions, marketing of auctions, receiving bids, blocking bidders, invoicing, and receiving payments (including associated taxes).
- Ease of use by the bidding community, including but not limited to: notification of auctions and award notifications.

SCOPE OF SERVICE:

Proposals submitted should reflect the offerors ability to provide the comprehensive internet auction service. Offerors should address and fully explain all characteristics of the services available to the County through their firm:

- A. Provide online auction to dispose of surplus goods, seized and unclaimed property, which may include:
 - a. Office equipment, furniture, supplies, etc.
 - b. Computers, monitors, and printers.
 - c. Maintenance equipment and supplies.
 - d. Seized or unclaimed vehicles.
 - e. Seized or unclaimed cameras, stereo equipment, etc.
 - f. Seized or unclaimed bicycles.
 - g. Seized or unclaimed hand tools.
 - h. Miscellaneous specialized and unique items, including jewelry.
 - i. Heavy off road equipment.
 - j. Cars, vans, trucks, tractors, earth moving equipment, and other vehicles.

- B. Provide a trained and experienced representative to assist County personnel in their use of the online auction system. Training should include a full auction cycle and include all site features and navigation. The representative shall be available via telephone and e-mail. If needed, the representative should be available to travel to the County to assist with the preparation of auction information.

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 _____% 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>

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.

C. Minimally, the Contractor shall:

- a. Post items to the auction website with a ten (10) day sale time.
- b. Notify bidders that items are "AS-IS" with no shipping.
- c. Track bidding with bidders name and current bid amount.
- d. Notify Bidders of their awarded items.
- e. Receive all monies from bidders, including sales tax when appropriate, and sellers' premium.
- f. Notify the County of all sales, including bid/item number, item description, sale price, bidders name and address. This must be done electronically.
- g. Provide payments within twenty (20) days of auction end along with itemizing each item sold. The report shall include lot #, item description, buyer name and address, total amount received from the buyer including sales tax (if applicable) and buyer's premium, and net amount remitted to the County.

SUBMITTAL FORMAT:

Offerors are required to use the following format when preparing their response:

- a. A signed introduction letter.
- b. Provide a narrative, prepared in non-technical language, summarizing your proposal. The executive summary should include the primary contact person for the offeror, including name, address, phone number, and email. The letter shall also state the name of the representative, if different, that will be assigned to the County.
- c. A detailed description of the services to be provided which addresses each point listed under Scope of Service. Clearly state your firm's ability to meet or exceed the required service. This section should also include the average number of buyers that access your website, the average number of hits your website receives per month, payment received success rate, and remittance success rate.
- d. Statement of qualifications- The offeror should include a list of key personnel that the County may come in contact with and all relative experience each has with the online auction business.
- e. Statement regarding the handling of sales tax.
- f. Other services available.
- g. Proposed price in accordance with the pricing schedule. This should include any buyer's premium that the offeror proposes to charge the buyer.

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 _____ SIGNATURE _____

NAME & TITLE _____

COMPANY _____

ADDRESS _____

TELEPHONE _____

FAX _____

INDEMNITY AND INSURANCE AGREEMENT

IT IS HEREBY AGREED by _____, the CONTRACTOR, as follows:

INSURANCE
CONTRACTOR'S LIABILITY INSURANCE

The Contractor shall purchase and maintain such insurance as will protect him from all claims as set forth below, which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by himself or any subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable:

1. claims under workmen's compensation, disability benefit and other similar employee benefit acts;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;
4. claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person; and
5. claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

Certificates of Insurance acceptable to the County shall be filed with the County prior to commencement of the work. These Certificates shall contain a provision that coverage afforded under the policies will not be cancelled until at least 30 days prior written notice has been given to the County by certified mail.

The Contractor's Comprehensive General Liability Insurance and Automobile Insurance shall be in an amount not less than One Million Dollars (\$1,000,000) for injuries, including accidental death, to any one person and subject to the same limit for each person, and in an amount not less than One Million Dollars (\$1,000,000) on account of one occurrence. The Contractor's Property Damage Liability Insurance shall be in an amount not less than One Million Dollars (\$1,000,000). The Contractor shall require his subcontractors to procure and to maintain during the life of his subcontract, Subcontractors' Comprehensive General Liability, Automobile Liability, and Property Damage Liability Insurance of the type and in the same amounts as specified hereinabove. The Contractor's and his subcontractors' Liability Insurance shall include adequate protection against the following special hazards:

Bodily Injury and Property Damage – completed job operation and/or products liability at before mentioned limits with \$1,000,000 for bodily injury and \$1,000,000 aggregate for operations, protection, contractual and products and/or completed job operations. Property Damage shall be on the broad form and shall include coverage for explosion, collapse and underground damages.

The above insurance is not, and shall not be construed as, a limitation upon CONTRACTOR's obligation to indemnify the COUNTY.

Attorney's Approval

All documents submitted shall be subject to the approval of the Saratoga County Attorney as to form and content.

HOLD HARMLESS

The CONTRACTOR shall, at all times, indemnify and save harmless the COUNTY from and against any and all claims and demands whatsoever, including costs, litigation expenses, counsel fees and liabilities in connection therewith arising out of injury to or death of any person whomsoever or damage to any property of any kind by whomsoever, caused in whole or in part, directly or indirectly, by the acts or omissions of the CONTRACTOR, any person employed by the CONTRACTOR, its Contractors, subcontractors, materialmen, or any person directly or indirectly employed by them or any of them, while engaged in the work hereunder. This clause shall not be construed to limit, or otherwise impair, other rights or obligations of indemnity which exist in law, or in equity, for the benefit of the COUNTY.

IN WITNESS WHEREOF, the CONTRACTOR have set its hand this _____ day of _____, _____.

SIGNATURE _____

NAME & TITLE _____

RENEWAL AGREEMENT FOR MINOR CONTRACT

Renewal to Agreement Dated March 10, 2016.

BY AND BETWEEN,

COUNTY OF SARATOGA, a municipal corporation of the State of New York with offices at 40 McMaster Street, Ballston Spa, New York 12020, (COUNTY),

- and -

Auctions International, Inc., having a place of business at 11167 Big Tree Road, East Aurora, New York 14052, (CONTRACTOR);

RECITALS:

WHEREAS, COUNTY and CONTRACTOR entered into a minor contract dated March 10, 2016, whereby CONTRACTOR agreed to provide on-line auctions of surplus COUNTY goods through the Saratoga County Purchasing Department in accordance with CONTRACTOR's Online Auction Contract and the COUNTY's RFP-Online Auction Services, with the total paid per calendar year not to exceed the sum of \$1,000, for a term of two years, commencing March 10, 2016 and terminating on March 9, 2018 subject to renewal for two additional terms of one year each upon the written mutual agreement of the COUNTY and CONTRACTOR; and

WHEREAS, COUNTY and CONTRACTOR entered into a renewal agreement on February 28, 2018 for the additional term of one year commencing on March 10, 2018 and terminating on March 9, 2019; and

WHEREAS, it is necessary to renew said minor contract for the final additional term of one year at a cost not to exceed \$500.00; and

WHEREAS, both CONTRACTOR and COUNTY desire to renew the Agreement dated March 10, 2016 accordingly;

NOW, THEREFORE, the parties agree as follows:

1. The Minor Contract Agreement dated March 10, 2016 between CONTRACTOR and COUNTY for on-line auctions of surplus COUNTY goods through the Saratoga County Purchasing Department is hereby renewed for a term of one year, commencing March 10, 2019 and terminating on March 9, 2020.

2. Paragraph 2 of the Agreement dated March 10, 2016 is amended to read as follows:

The COUNTY will pay the CONTRACTOR in accordance with the rates set forth in CONTRACTOR's Online Auction Contract and County's RFP with the total paid per calendar year not to exceed the sum of \$500., upon submission of a properly documented voucher.

3. All other terms of said Agreement dated March 10, 2016, and any amendments thereto not inconsistent with the provisions of this Renewal Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Renewal Agreement this 6th day of March, 2019.

COUNTY OF SARATOGA

Date 3-6-19

By: Spencer Hellwig
SPENCER P. HELLWIG
County Administrator
Per Resolution #204-2015

Auctions International, Inc.

Date 2/28/2019

By: RJ Klisiewicz III
RJ Klisiewicz III
Operations Manager
Federal I.D. # 32-0038079

APPROVED:

Stephen M. Doney
County Attorney

REQUEST FOR PROPOSALS
Online Auction Services

Saratoga County and Albany County (County), through the Saratoga County Purchasing Department, is cooperatively seeking proposals from qualified entities to hold online auctions for the disposal of items that the County deems is not necessary for public use. Proposals, one (1) clearly marked original, and four (4) copies, will be received until 5 p.m. February 19, 2016 at the Saratoga County Purchasing Office, 50 West High Street, Ballston Spa, New York 12020.

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- Increase market base and bidder base.
- Increase prices paid for auction items.
- Reduce costs associated with running an auction.
- Reduce the number of non-payment bidders.
- Ease of program administration, including but not limited to: posting of auctions, marketing of auctions, receiving bids, blocking bidders, invoicing, and receiving payments (including associated taxes).
- Ease of use by the bidding community, including but not limited to: notification of auctions and award notifications.

SCOPE OF SERVICE:

Proposals submitted should reflect the offerors ability to provide the comprehensive internet auction service. Offerors should address and fully explain all characteristics of the services available to the County through their firm:

- A. Provide online auction to dispose of surplus goods, seized and unclaimed property, which may include:
 - a. Office equipment, furniture, supplies, etc.
 - b. Computers, monitors, and printers.
 - c. Maintenance equipment and supplies.
 - d. Seized or unclaimed vehicles.
 - e. Seized or unclaimed cameras, stereo equipment, etc.
 - f. Seized or unclaimed bicycles.
 - g. Seized or unclaimed hand tools.
 - h. Miscellaneous specialized and unique items, including jewelry.
 - i. Heavy off road equipment.
 - j. Cars, vans, trucks, tractors, earth moving equipment, and other vehicles.

- B. Provide a trained and experienced representative to assist County personnel in their use of the online auction system. Training should include a full auction cycle and include all site features and navigation. The representative shall be available via telephone and e-mail. If needed, the representative should be available to travel to the County to assist with the preparation of auction information.

SARATOGA COUNTY RFP-ONLINE AUCTION SERVICE

The Saratoga County Purchasing Office received three (3) responses to our RFP for Online Auction Services. The three respondents were Absolute Auctions & Realty (AARauctions.com), Auctions International, Inc., and GovDeals.com. A review of all three proposals revealed that they were sufficient in detail and complied with the instructions in the RFP.

GovDeals.com is not being considered because their pricing scheduled indicated retention of 7.5% of the sale price as compensation for all services provided, as well as, charging a buyer's premium of 5%. This pricing schedule is not in-line with the other proposals and would not generate optimum income to the County for the sale of its surplus goods.

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%	10% Reduced BP – 4% (2 yrs. old) Reduced BP – 5% (3 yrs. old)
Real Property	10%	6%
Credit Card Surcharge	3%	4%
Photography	0	\$5.00\lot General \$30.00\lot Heavy Equipment
Marketing	0	0
Payment Processing	0	0

It would appear that the pricing schedule submitted by Auctions International, Inc. is easier on the buyer with the offering of a discounted Buyer's Premium on certain items including realty. Although Auctions International has submitted a fee schedule for certain services (photography) it is anticipated that Saratoga County will not use these services.

A visit to each website was conducted on the day of review as an indication of what the public would see when looking for a government surplus auction. Both websites are professionally done. AARauctions.com gives the impression of estate style sales as indicated by their homepage with any surplus type auction not readily seen. Auctions International, Inc. website is unmistakable about its intention to sell government surplus goods.

It has been determined that Auctions International, Inc. has submitted the best proposal not only for Saratoga County but for the tax payers who are purchasing our surplus goods.

J. W. ... 2/22/16
Director of Purchasing



PRICING SCHEDULE:

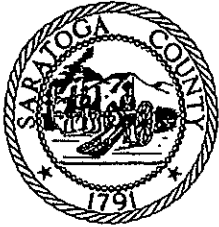
The RFP requires the offeror to submit pricing in the form of percentage of the sale price charged to the County for the use of their services, additional fees for set up work, including item descriptions and digital photographs:

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 - 2 years old	4% reduced buyer's premium
Online Auction - 3 years old	5% reduced buyer's premium
Credit card payments fee	4%
<u>Optional Service</u>	
Item check-in (General Merchandise)	\$5 ⁰⁰ per lot
Item check-in (Heavy Equip/Vehicle)	\$3 ⁰⁰ per lot
(Please see project cost proposal in our RFP response) p 143	

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.



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

April 5, 2019

RJ Klisiewicz, AMM
Operations Manager, Assistant Auctioneer
Auctions International, Inc.
11167 Big Tree Road
East Aurora, NY 14052

Dear Mr. Klisiewicz:

Attached please find one (1) fully executed copy of the Renewal Agreement for On-Line Auction Services. The contract will run from March 10, 2019 through March 9, 2020.

Please contact me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "John T. Warmt".

JOHN T. WARMT
Director of Purchasing

attachment



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

JOHN T. WARMT
Director

February 26, 2016

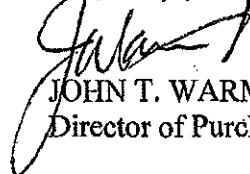
Russ Scherrer, Senior Auctioneer
Auctions International, Inc.
11167 Big Tree Road
East Aurora, NY 14052

Dear Mr. Scherrer:

This is to inform you that your Company has been chosen to provide on-line auction services to Saratoga County based on the information you submitted to our Request For Proposals. 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

CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT

Pursuant to General Municipal Law §103-g, which generally prohibits the County of Saratoga from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the bidder/proposer submits the following certification:

[Please Check One]

BIDDER'S CERTIFICATION

- By submission of this bid or proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder/proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.
- I am unable to certify that my name and the name of the bidder/proposer does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

Dated: _____, 20__.

STATE OF _____)
) ss.:
 COUNTY OF _____)

The undersigned, being duly sworn, says (a) I am duly authorized to execute this Certification and (b) I hereby certify, under penalty of perjury, that the forgoing Certification is in all respects true and accurate.

Signature

Printed Name

Title

Subscribed and sworn to before me this _____
day of _____, 20__.

Notary Public



SARATOGA COUNTY ATTORNEY

**Saratoga County Municipal Center
40 McMaster Street
Ballston Spa, NY 12020**

Assistants

STEPHEN M. DORSEY
County Attorney

Telephone: (518) 884-4770
Fax: (518) 884-4720

**MICHAEL J. HARTNETT
MICHELLE W. GRANGER
WILLIAM A. NOWAK
VIDA L. MCCARTHY-CERRITO
PAMELA L. MOORE**

HUGH G. BURKE
First Assistant

MEMORANDUM

DATE: March 8, 2019
TO: John Warmt, Director
Purchasing
FROM: Saratoga County Attorney's Office

SUBJECT: Vendor Name : **Renewal to 3/10/16 Agreement**
Auctions International, Inc.
Vendor Address : 11167 Big Tree Road, East Aurora, NY 14052
Vendor I.D. # : 32-0038079
Contract Amount : \$500 Per Res. 204-2015
Contract Period : 3/10/19-3/9/20
Contract I.D. # : N/A
Purpose of agreement : Renewal Agreement For Additional One Year
Term to Provide On-Line Auction Services

Attached, please find one fully executed copy of the above referenced contract, which has been executed by the County Administrator on March 6, 2019.

Please send this contract to the above named vendor.

cc: Clerk, Board of Supervisors, w/enclosure
County Auditor, w/enclosure
County Administrator, without enclosure

INDEMNITY AND INSURANCE AGREEMENT

IT IS HEREBY AGREED by Richard J. Klisiewicz III, the CONTRACTOR, as follows:

INSURANCE
CONTRACTOR'S LIABILITY INSURANCE

The Contractor shall purchase and maintain such insurance as will protect him from all claims as set forth below, which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by himself or any subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable:

1. claims under workmen's compensation, disability benefit and other similar employee benefit acts;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;
4. claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person; and
5. claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

Certificates of Insurance acceptable to the County shall be filed with the County prior to commencement of the work. These Certificates shall contain a provision that coverage afforded under the policies will not be cancelled until at least 30 days prior written notice has been given to the County by certified mail.

The Contractor's Comprehensive General Liability Insurance and Automobile Insurance shall be in an amount not less than One Million Dollars (\$1,000,000) for injuries, including accidental death, to any one person and subject to the same limit for each person, and in an amount not less than One Million Dollars (\$1,000,000) on account of one occurrence. The Contractor's Property Damage Liability Insurance shall be in an amount not less than One Million Dollars (\$1,000,000). The Contractor shall require his subcontractors to procure and to maintain during the life of his subcontract, Subcontractors' Comprehensive General Liability, Automobile Liability, and Property Damage Liability Insurance of the type and in the same amounts as specified hereinabove. The Contractor's and his subcontractors' Liability Insurance shall include adequate protection against the following special hazards:

Bodily Injury and Property Damage - completed job operation and/or products liability at before mentioned limits with \$1,000,000 for bodily injury and \$1,000,000 aggregate for operations, protection, contractual and products and/or completed job operations. Property Damage shall be on the broad form and shall include coverage for explosion, collapse and underground damages.

The above insurance is not, and shall not be construed as, a limitation upon CONTRACTOR's obligation to indemnify the COUNTY.

Attorney's Approval

All documents submitted shall be subject to the approval of the Saratoga County Attorney as to form and content.

HOLD HARMLESS

The CONTRACTOR shall, at all times, indemnify and save harmless the COUNTY from and against any and all claims and demands whatsoever, including costs, litigation expenses, counsel fees and liabilities in connection therewith arising out of injury to or death of any person whomsoever or damage to any property of any kind by whomsoever, caused in whole or in part, directly or indirectly, by the acts or omissions of the CONTRACTOR, any person employed by the CONTRACTOR, its Contractors, subcontractors, materialmen, or any person directly or indirectly employed by them or any of them, while engaged in the work hereunder. This clause shall not be construed to limit, or otherwise impair, other rights or obligations of indemnity which exist in law, or in equity, for the benefit of the COUNTY.

IN WITNESS WHEREOF, the CONTRACTOR have set its hand this 11 day of Feb, 2016.

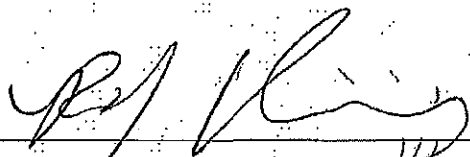
SIGNATURE [Signature]
NAME & TITLE RJ Klisiewicz III

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 2/8/2016 SIGNATURE 
NAME & TITLE R.J. Klisiewicz - ^{HH} Operations Mngr.
COMPANY Auctions International, INC.
ADDRESS 11167 Big Tree Road
East Aurora, NY 14052
TELEPHONE 1-800-536-1401 ext 110
FAX 1-800-569-3334

CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT

Pursuant to General Municipal Law §103-g, which generally prohibits the County of Saratoga from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the bidder/proposer submits the following certification:

[Please Check One]

BIDDER'S CERTIFICATION

- By submission of this bid or proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder/proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.
- I am unable to certify that my name and the name of the bidder/proposer does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

Dated: 2/11, 2016.

STATE OF NY)
) ss.:
COUNTY OF Erie)

The undersigned, being duly sworn, says (a) I am duly authorized to execute this Certification and (b) I hereby certify, under penalty of perjury, that the forgoing Certification is in all respects true and accurate.

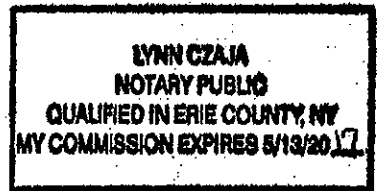
[Signature]
Signature

RS Klisiewicz III
Printed Name

Operations Manager
Title

Subscribed and sworn to before me this 11 day of February, 2016

[Signature]
Notary Public



REQUEST FOR PROPOSALS
Online Auction Services

Saratoga County and Albany County (County), through the Saratoga County Purchasing Department, is cooperatively seeking proposals from qualified entities to hold online auctions for the disposal of items that the County deems is not necessary for public use. Proposals, one (1) clearly marked original, and four (4) copies, will be received until 5 p.m. February 19, 2016 at the Saratoga County Purchasing Office, 50 West High Street, Ballston Spa, New York 12020.

GOALS / OBJECTIVES:

The County's primary goals or objectives with an online surplus auction program are as follows:

- Ability to sell all miscellaneous surplus items, surplus vehicles and heavy equipment.
- Reduce on-hand surplus inventory and related carrying costs.
- Increase market base and bidder base.
- Increase prices paid for auction items.
- Reduce costs associated with running an auction.
- Reduce the number of non-payment bidders.
- Ease of program administration, including but not limited to: posting of auctions, marketing of auctions, receiving bids, blocking bidders, invoicing, and receiving payments (including associated taxes).
- Ease of use by the bidding community, including but not limited to: notification of auctions and award notifications.

SCOPE OF SERVICE:

Proposals submitted should reflect the offerors ability to provide the comprehensive internet auction service. Offerors should address and fully explain all characteristics of the services available to the County through their firm:

- A. Provide online auction to dispose of surplus goods, seized and unclaimed property, which may include:
 - a. Office equipment, furniture, supplies, etc.
 - b. Computers, monitors, and printers.
 - c. Maintenance equipment and supplies.
 - d. Seized or unclaimed vehicles.
 - e. Seized or unclaimed cameras, stereo equipment, etc.
 - f. Seized or unclaimed bicycles.
 - g. Seized or unclaimed hand tools.
 - h. Miscellaneous specialized and unique items, including jewelry.
 - i. Heavy off road equipment.
 - j. Cars, vans, trucks, tractors, earth moving equipment, and other vehicles.
- B. Provide a trained and experienced representative to assist County personnel in their use of the online auction system. Training should include a full auction cycle and include all site features and navigation. The representative shall be available via telephone and e-mail. If needed, the representative should be available to travel to the County to assist with the preparation of auction information.

C. Minimally, the Contractor shall:

- a. Post items to the auction website with a ten (10) day sale time.
- b. Notify bidders that items are "AS-IS" with no shipping.
- c. Track bidding with bidders name and current bid amount.
- d. Notify Bidders of their awarded items.
- e. Receive all monies from bidders, including sales tax when appropriate, and sellers' premium.
- f. Notify the County of all sales, including bid/item number, item description, sale price, bidders name and address. This must be done electronically.
- g. Provide payments within twenty (20) days of auction end along with itemizing each item sold. The report shall include lot #, item description, buyer name and address, total amount received from the buyer including sales tax (if applicable) and buyer's premium, and net amount remitted to the County.

SUBMITTAL FORMAT:

Offerors are required to use the following format when preparing their response:

- a. A signed introduction letter.
- b. Provide a narrative, prepared in non-technical language, summarizing your proposal. The executive summary should include the primary contact person for the offeror, including name, address, phone number, and email. The letter shall also state the name of the representative, if different, that will be assigned to the County.
- c. A detailed description of the services to be provided which addresses each point listed under Scope of Service. Clearly state your firm's ability to meet or exceed the required service. This section should also include the average number of buyers that access your website, the average number of hits your website receives per month, payment received success rate, and remittance success rate.
- d. Statement of qualifications- The offeror should include a list of key personnel that the County may come in contact with and all relative experience each has with the online auction business.
- e. Statement regarding the handling of sales tax.
- f. Other services available.
- g. Proposed price in accordance with the pricing schedule. This should include any buyer's premium that the offeror proposes to charge the buyer.

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 0 % 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>
Photography	No Cost
Marketing	No Cost
Payment Processing	No Cost

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 2/17/10 SIGNATURE 
NAME & TITLE Philip Gableman, Personal Property
Coordinator
COMPANY Absolute Auctions + Realty, Inc.
ADDRESS 45 South Avenue, POB 1739
Pleasant Valley, NY 12569
TELEPHONE 845-635-3169 x100
FAX 845-635-5140

Section G Pricing Schedule

Proposed price in accordance with the pricing schedule. This should include any buyer's premium that the offeror proposes to charge the buyer.

RFP - ONLINE AUCTION SERVICES

page 3

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 7.5 % of the sale price as compensation for all services provided.
2. The Contractor will charge 5 % 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:

SERVICE DESCRIPTION

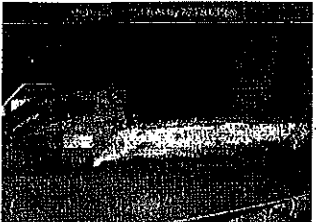
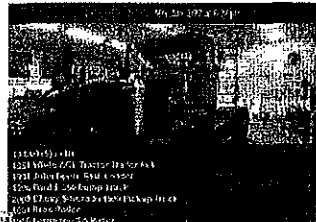
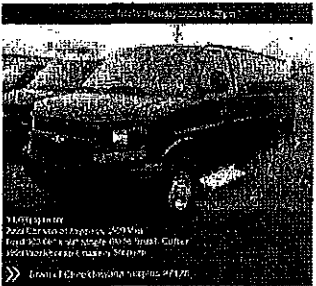
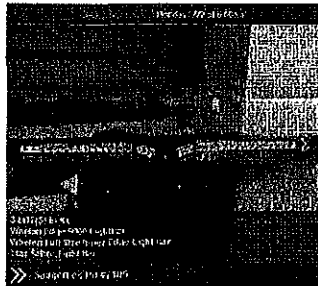
FEE SCHEDULE

Descriptions of services and website features are provided in Section F of our proposal. There are no additional fees for any of GovDeals' services.	
Please review Section G for details on pricing options, including the ability to distribute the total 12.5% fee in different ways between Buyer and Seller.	

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.

Search For Items: Zip Code: Filter: No Category Selected





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Message of the Day

Bidding Soon

P18, Albany, NY Auction

Ending Sunday 2/21 @ 8PM

Upcoming Auctions

ANTIQUE & ARTS AUCTION

ENDING 2/22

02/16 at 12:03 PM EST

02/22 at 8:00 PM EST

Welcome to Absolute Auction & Realty.

Thank you for taking the time to visit us. In 1966, we began serving the auction and appraisal needs of the Hudson Valley.

Today, our clientele spans the globe, but we still consider each person we meet to be an important member of our AAR family. From specialty collections to real estate to antique & estate to vehicles, we auction it all – for people just like you!

Whether you're a seasoned auction enthusiast or a novice, this site is packed with tips and examples designed to make your buying and selling experiences the best they can be. So, enjoy your visit, tell your friends about us, and please come back often!

BID NOW!

[Click for Dubois Bidding](#)

ONLINE BIDDING ONLY

Begins: 02/05/16 at 1:30 PM EST

Ends: 02/11/16 at 1:00 PM EST

BID NOW!

[Click for Online Bidding](#)

ONLINE BIDDING ONLY

Begins: 02/12/16 at 10:54 AM EST