



MASTER AGREEMENT #111424
CATEGORY: Auction Services with Related Solutions
SUPPLIER: Auctions International, Inc.

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Auctions International, Inc., 11167 Big Tree Road, East Aurora, NY 14052 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on January 27, 2029, unless it is cancelled or extended as defined in this Agreement.
 - a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
 - b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in (Solicitation #111424) to Participating Entities. In Scope solutions include:
 - a) Solutions for the sale and disposal of excess equipment by auction, including:
 - 1) Live on-site auctions;
 - 2) On-line auction services; and,
 - 3) Live streaming auction services.
 - b) Services related to the solutions described in subsection 1. a. above, including market value assessment, marketing, promotion, support and training, equipment appraisals, web portal and hosting, bidder registration and management, equipment transportation and preparation, financing and payment alternatives, rebate programs, post-auction settlement, auction-related storage and shipping options. Proposers may include such related services to the extent that the services are complementary to the auction solutions being proposed.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
- ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
- iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal

Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit

Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance

with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

- xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.
- xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.
- xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.
- xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.
- xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.
- xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
 - Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier

or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**

a) **During the term of this Agreement:**

i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) **Use; Quality Control.**

i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

- 20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.
- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
 - d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to

the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

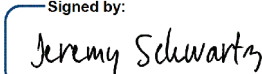
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

- 4) **Ordering Process and Payment.** Supplier’s ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier’s standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity’s unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Auctions International, Inc.

Signed by:

 C0FD2A139D06489...
 By: _____
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 1/24/2025 | 7:00 PM CST

Signed by:

 9FB5131E8629418...
 By: _____
 RJ Klisiewicz III
 Title: Operations Manager
 Date: 1/24/2025 | 9:51 AM PST

RFP 111424 - Auction Services with Related Solutions

Vendor Details

Company Name: Auctions International, Inc.
11167 Big Tree Rd
Address: East Aurora, NY 14052
Contact: RJ Klisiewicz
Email: rich@auctionsinternational.com
Phone: 716-656-1400 110
Fax: 800-569-3334
HST#: 32-0038079

Submission Details

Created On: Friday November 08, 2024 09:17:32
Submitted On: Wednesday November 13, 2024 15:26:09
Submitted By: RJ Klisiewicz
Email: rich@auctionsinternational.com
Transaction #: c76355a0-7ced-4bd6-99b0-b4645e39b891
Submitter's IP Address: 208.125.73.130

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer’s corporate organization affiliation.

Line Item	Question	Response *
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Auctions International, Inc.
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	N/A
4	Provide your CAGE code or Unique Entity Identifier (SAM):	UNIQUE ENTITY ID: ERZMVQ71HJJ6
5	Provide your NAICS code applicable to Solutions proposed.	561990- All Other Support Services Auctioneers
6	Proposer Physical Address:	11167 Big Tree Road East Aurora, NY 14052
7	Proposer website address (or addresses):	www.auctionsinternational.com
8	Proposer’s Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer):	RJ Klisiewicz III Operations Manager 11167 Big Tree Rd East Aurora, NY 14052 rich@auctionsinternational.com (800) 536-1401 x110
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	RJ Klisiewicz III Operations Manager 11167 Big Tree Rd East Aurora, NY 14052 rich@auctionsinternational.com (800) 536-1401 x110
10	Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone):	Russ J Scherrer President/Owner 11167 Big Tree Rd East Aurora, NY 14052 rich@auctionsinternational.com (800) 536-1401 x127 Shawn Galiotto Sales Development Manager 11167 Big Tree Rd East Aurora, NY 14052 rich@auctionsinternational.com (800) 536-1401 x153

Table 2A: Financial Viability and Marketplace Success (50 Points)

Line Item	Question	Response *
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<ul style="list-style-type: none"> •Auctions International, Inc. was founded in 2002 and remains a privately held Corporation by President and 100% shareholder Russ J. Scherrer. • Auctions International, Inc. has 20 direct full-time employees with all of them operating from our Corporate Office in East Aurora, NY. • With a national sales force of 18 professionals, working remotely from the field are able to best serve clients in their local areas. •Additional staffing and resources are available through the National Auctioneers Association (NAA), a network of nearly 4,000 members bound by a strict code of ethics with a promoted ideology of Auctioneers Helping Auctioneers. •Today more than 3,000 sellers utilize Auctions International, Inc. to liquidate their surplus vehicles, equipment and all other business and operational assets. •Since 2013 Auctions International, Inc. has generated over \$400 million in online auction sales on our platform; www.auctionsinternational.com. •Auctions International, Inc. auctions are offered to the general public with no participation licensure requirement (i.e. dealers license). •Our online auction platform provides a transparent environment with a detailed bid history for each auction as well as a dedicated "past-prices" encompassing all online sales results dating back to September 2012. •Our system provides comprehensive, audit-compliant reporting accessible under each Participating Entity's consignor account. (Custom report generation is also available upon request) •Auctions International, Inc. provides a turnkey asset liquidation program that has met or exceeded industry standards for over 20+ years. •Auctions International, Inc. is a financially strong vendor that remits auction proceeds to clients on a bi-weekly basis. •Auctions International, Inc. assumes responsibility for credit card payment chargebacks and potential fraud that may arise •Auctions International, Inc. leverages a comprehensive and multi-channel marketing strategy that combines traditional and innovative digital techniques to ensure maximum visibility and participation in our auctions. <p>Mission Statement: At Auctions International, our mission is to deliver exceptional auction services—both online and live—to clients, consignors, and the general public. We are committed to upholding the highest standards of professionalism, expertise, and integrity throughout the auction process, ensuring fairness, transparency, and equality for both buyers and sellers.</p> <p>Vision Statement: Our vision is to be a leading force in the auction and surplus liquidation industry, recognized for delivering timely, efficient, and innovative auction services. With a highly experienced and dedicated team, we prioritize customer service in every transaction. Our diverse expertise enables us to meet the unique needs of all clients. By harnessing cutting-edge technology alongside traditional auction methods, we stand apart in the marketplace. Our goal is to continually educate the public about our auction opportunities and maximize the value we provide to our clients.</p>
12	What are your company's expectations in the event of an award?	<p>Auctions International, Inc. looks to support and promote the Sourcewell contract if awarded. Auctions International, Inc. expects utilize our professional auction solution and experience to increase client auction returns. Further, Auctions International, Inc. expects to offer Participating Entities with a turnkey auctions solution overseen by authentic auctioneers and industry professionals. Auctions International, Inc. expects to grow and increase our National and Canadian market share.</p>
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	<p>Please refer to our uploaded document "Financial Viability & Marketplace Success"</p>

14	What is your US market share for the Solutions that you are proposing?	Auctions International, Inc. estimates that our current National market share is between 2% and 6%. With an original focus on a full-service online auction program encompassing an estimated 85% market share in our home state of New York, we have significantly expanded our serviceable market through the utilization of a self-service model and the implementation of a continually growing sales force.	*
15	What is your Canadian market share for the Solutions that you are proposing?	<p>Auctions International, Inc. does not hold a substantial market share in the Canadian marketplace. However, our services, through the power of the internet are not restricted by international borders.</p> <p>Additionally, we obtained a BN (Business Number) and our Exporter number on 3/1/2019, preparing us and allowing us to conduct business within the Canadian marketplace. Our BN # is 708668280 Our Exporting License # is 708668280RM0001</p>	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	N/A	*
17	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b).</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Auctions International, Inc. has approximately 20 full-time employees and an additional 18 comprising our national sales force presence. Auctions International, Inc. is prepared to serve Sourcwell members, regardless of size or location. Best described as a service provider, we have earned the trust of selling agencies across the USA to successfully and efficiently liquidate their surplus vehicles, equipment and all other business/operational assets.</p> <p>Each participating Sourcwell client will have a dedicated Auctions International, Inc representative assigned to them to provide hands-on support and services as needed.</p> <p>Auctions International, Inc. also boasts an experienced live representative customer service department who is available during all business hours and during all auction closings.</p> <p>Auctions International, Inc. is committed to providing an incomparable client service experience that provides ongoing training and interactive technical support.</p> <p>With key Auctions International, Inc. personnel being members of the National Auctioneers Association, we have a network of nearly 4,000 NAA members to consult with, utilize and contract with, to fulfill any/all auction related inquiries.</p> <p>Auctions International, Inc., continues to grow and bring on new, experienced and qualified staff to ensure our customer first approach is maintained at all times without any delay in service delivery. Over the past calendar year we have brought on 8 additional representatives to join our sales force, as well as a sales develop team to oversee and execute contractual obligations.</p> <p>We understand the necessity for reasonable client-to-auction staff ratios to ensure a service level that exceeds expectations of the selling entity.</p>	*

18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>Auctions International, Inc. is staffed with seasoned auction professionals, including graduates of accredited auction schools, and holds over 25 professional auctioneer and firm licenses across various states and cities nationwide.</p> <p>Our team is fully prepared to secure any additional licenses necessary to meet regulatory requirements and uphold the highest industry standards for auctions in any state.</p> <p>Current Licenses Held: Auction Licenses: FL, GA, IN, ME, MA, NH, OH, PA, SC, TN, VT Business Licenses: DE, FL, WV Federal Firearms License (FFL): #6-16-029-01-5M-04024</p> <p>Our executive leaders, President Russ J. Scherrer and Operations Manager RJ Klisiewicz III, hold the distinguished Certified Auctioneers Institute (CAI) designation from the National Auctioneers Association (NAA).</p> <p>Additional qualifications within our team include: NAA Designations: Auction Marketing Management (AMM), Certified Estate Specialist (CES), Graduate Personal Property Appraiser (GPPA)</p> <p>Real Estate Industry (NAR): Graduate Realtor Institute (GRI), E-PRO, Resort & Second-Home Property Specialist (RSPS), Short Sales & Foreclosure Resource (SFR), and At Home With Diversity (AHWD)</p> <p>Our staff also brings expertise in digital advertising, holding Google-specific certifications, including Google Ads Display Certification and Google Ads Search Certification.</p>
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	N/A
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Auctions International, Inc., as a Corporation, has not received any industry awards nor recognition in the past 5 years. However, auction staff members have been recognized for their certification and licensing achievements.
21	What percentage of your sales are to the governmental sector in the past three years?	Of the 5000+ total selling clients of record, Auctions International, Inc. estimates that 65% of our sales over the past 3 years are in the governmental sector.
22	What percentage of your sales are to the education sector in the past three years?	Of the 5000+ total selling clients of record, Auctions International, Inc. estimates that 25% of our sales over the past 3 years are in the education sector.
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	<p>Cooperatives: Choice Partners- Awarded but not utilized</p> <p>State Contracts: Massachusetts Operational Services Division (MassOSD): 2022: \$2.09 million, 2023: \$3.03 million, 2024: \$1.799 million</p> <p>Massachusetts Department of Transportation (MassDOT): 2022: \$332K, 2023: \$429K, 2024: \$318K</p> <p>State of Vermont: 2022: \$1.1 million, 2023: \$736K, 2024: \$1.5 million</p>
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	N/A

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *
Massachusetts Operational Services Division (MassOSD)	Ted Bunnell	617-720-3170
State of Vermont	Teresa Lamos	802-241-3384
Massachusetts Department of Transportation (MassDOT)	Joe Suppa	617-366-9207

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company’s capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force.	<p>Auctions International, Inc. prides itself on a dynamic and dedicated sales force, currently comprised of 18 sales representatives working remotely from various locations across the United States. Our team is strategically positioned, and our flexibility allows us to maintain a strong presence in key markets. Our remote work structure enables flexibility and responsiveness, ensuring that we can effectively meet the needs of clients nationwide.</p> <p>We are fully prepared to expand our team by bringing on additional qualified personnel as needed, particularly to serve Sourcewell Client Entities. This commitment to growth ensures that we can scale our services to match client demand without compromising on quality or efficiency.</p> <p>Our valuable membership with the National Auctioneers Association (NAA) provides us with access to a vast network of nearly 4,000 professional auctioneers. This affiliation not only enhances our credibility, but also serves as a robust resource for recruiting talented individuals who are bound by industry standards and a strict code of ethics. By tapping into this network, we can selectively onboard professionals who align with our company's values and high service standards.</p> <p>The sales representatives at Auctions International, Inc. are well-versed in the latest industry practices, and leverage cutting-edge technologies to provide seamless service. Their remote working capabilities are supported by advanced communication tools and platforms, allowing for real-time collaboration and prompt client engagement, regardless of geographical barriers.</p> <p>Continuous professional development is a cornerstone of our sales force strategy. We invest in regular training and educational opportunities to ensure that our our team stays ahead of industry trends and regulatory changes. This dedication to excellence empowers our sales representatives to offer insightful guidance and tailored solutions to our clients.</p> <p>In essence, our sales force is a blend of experienced professionals and innovative strategies, all geared towards delivering exceptional service with our nationwide reach and the extensive network offered by the NAA, Auctions International, Inc. stands ready to meet and exceed the expectations of our clients across the United States.</p>
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	N/A

28	Service force.	<p>Auctions International, Inc. operates with a dedicated team of around 20 full-time employees based in East Aurora, NY, supported by additional representatives and remote staff nationwide. Altogether, over 30 team members work collaboratively to manage client account services, ensuring that each department delivers a seamless and reliable experience for both sellers and buyers.</p> <p>Our Customer Service and Listings teams are adapting to these specialized requirements, ensuring that all staff members are well-versed in compliance regulations, safeguard our reputation and serve our clients' best interests.</p> <p>Together, these departments form a coordinated service force that upholds Auctions International's reputation for transparency, efficiency, and industry expertise. This comprehensive support system allows us to offer a full-service auction experience, keeping our clients' needs at the forefront while maximizing the value and reach of their assets. With each department contributing a unique set of skills, our corporate office in East Aurora remains the backbone of a highly adaptable and client-focused organization.</p> <p>1. Listings Department</p> <ul style="list-style-type: none"> •Our Listings Department is responsible for creating and publishing auctions to our high-traffic website, which draws a consistent flow of bidders from various industries. The team works diligently to compile detailed information on each asset and ensure that auction listings are clear, complete, and accurate. This includes inputting essential details such as VINs for vehicles, specifications for machinery, and condition descriptions for each item listed. •With a structured process, Listings not only sets up new auctions but monitors active auctions to address any missing details or adjustments, collaborating closely with sellers to maintain accuracy and transparency. <p>2. Customer Service Department</p> <ul style="list-style-type: none"> •Our Customer Service team provides dedicated, real-time support to both selling agencies and bidders. This department operates as the main point of contact for all customer inquiries, whether it's guiding sellers through the auction setup or assisting bidders with registration, payment processes, and auction navigation. •The Customer Service team is well-versed in auction details and industry protocols, allowing them to handle inquiries efficiently and knowledgeably. They are trained to troubleshoot potential issues promptly, which minimizes disruptions and keeps transactions smooth for all parties involved. <p>3. Accounting Department</p> <ul style="list-style-type: none"> •The Accounting Department manages all financial transactions associated with our auctions. They are responsible for collecting auction payments from winning bidders, processing remittances, and ensuring timely payouts to our sellers. This department's role is pivotal in maintaining financial transparency and accountability, essential to fostering trust with our clients. •Beyond transactional duties, the Accounting team is also equipped to handle tax remittances and regulatory financial reporting, further reinforcing our commitment to maintaining compliant and secure financial operations. <p>4. Field and Remote Sales Force</p> <ul style="list-style-type: none"> •Supporting our corporate office is a network of highly experienced sales representatives who are strategically located to serve specific regions and client needs. Each representative is responsible for establishing and nurturing relationships with local agencies, including municipalities, school districts, and various government entities, to identify and secure surplus asset sales, while services the unique requirements of each seller. •Sales Force Representatives Island play a key role in offering on-demand support to clients, frequently performing site visits and auction check-ins, ensuring that our clients' assets are well-represented and prepared for auction as well as addressing any questions or concerns from their assigned clientele. <p>5. Specialized Teams and Initiatives</p> <ul style="list-style-type: none"> •Our growing service capabilities are enhanced by special initiatives, such as firearms sales management, surplus asset programs for government agencies, and our real estate division, which is set to expand Auctions International's offerings across even more asset classifications.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	N/A

<p>30</p>	<p>Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.</p>	<p>Auctions International, Inc. is dedicated to making customer service a core element of our operation. We are committed to ensuring that our clients—both buyers and sellers—receive timely, reliable support throughout every step of the auction process. Our customer service program is structured around the principles of accessibility, responsiveness, and a client-first approach, designed to deliver an exceptional experience and foster long-term relationships with our clients.</p> <p>Our customer support services are accessible daily, with extended after-hours bidding assistance available seven days a week. This ensures that our clients receive support whenever they need it, whether it's during standard business hours or at times more convenient for them. We employ a range of contact methods to cater to various preferences, including a dedicated email address (service@auctionsinternational.com), live representative support, text messaging, and an integrated third-party chat feature. Each inquiry is handled by knowledgeable staff, ensuring that both buyers and sellers receive the expert assistance they require.</p> <p>To maintain our high service standards, we log service inquiries through our Customer Service representatives. These inquiries are systematically reviewed in scheduled cycles to verify that response times meet our promptness goals and that each issue has been resolved thoroughly and to the client's satisfaction. For recurring service inquiries, we may implement alternative policies and procedures to streamline solutions and improve service efficiency.</p> <p>In addition, each Participating Entity will be assigned a dedicated Business Development Representative, serving as a direct, personal point of contact. This representative not only addresses ongoing inquiries but also actively communicates updates, offering a consistent and reliable line of support.</p> <p>Our customer service activities are managed entirely in-house, without reliance on third-party or foreign outsourcing. This allows us to closely monitor service quality and ensure that our team members are deeply invested in the company's values and service goals. Our employees are compensated through hourly wages (with overtime pay) or salary, and we further incentivize excellent performance with year-end bonuses. These incentives underscore our commitment to fostering a motivated team that consistently delivers exemplary service to our clients.</p> <p>In terms of response time, our team is committed to addressing inquiries within a 24-hour window whenever possible, while urgent matters receive immediate attention. This responsiveness reflects our dedication to upholding Auctions International's reputation for dependable, customer-centric service that our clients can trust.</p>
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<p>31</p>	<p>Describe your ability and willingness to provide your products and services to Sourcewell participating entities.</p>	<p>Managing government asset auctions efficiently while maximizing return on investment (ROI) requires a unique blend of knowledge, experience, and technology. Auctions International, Inc. has over 20 years of expertise in auctions for government entities, providing a proven platform with a high success rate in connecting surplus assets with a large, targeted audience of buyers. Our approach emphasizes hands-on service and robust support, ensuring a seamless and effective experience for our clients.</p> <p>Commitment to Quality and Responsiveness: At Auctions International, we pride ourselves on providing highly accessible, responsive support for all our participating entities. Our dedicated Account Managers work closely with each client to ensure their needs are met, and we guarantee response times within 24 hours or sooner. Account Managers are available via phone and email seven days a week and can also provide on-site assistance if needed, enhancing the accessibility and quality of our services.</p> <p>Customer Support and Help Desk Availability: In addition to direct access to Account Managers, Auctions International offers Customer Service available 24/7, ensuring that clients receive timely assistance with any technical questions or issues. Our Customer Service team is staffed with trained support professionals who are skilled in resolving client concerns through phone, email, and live chat support.</p> <p>Scalability and Dedicated Team Members: We understand that the needs of our clients are always evolving. As such, Auctions International continues to proactively scale and adapt to meet these needs, ensuring that our team is equipped with the latest tools and training. Our organization is built on a foundation of dedicated, hardworking professionals spread across the regions we serve. This distributed model allows us to provide localized support tailored to the specific requirements of each client.</p> <p>Expertise in Government Asset Disposal: Auctions International specializes in government and municipal surplus asset auctions, for the past 20+ years, with thousands of successful auctions conducted every year. Our extensive knowledge of compliance with state and federal regulations, coupled with a deep understanding of industry best practices, enables us to offer services that are unparalleled in the industry. This includes ensuring full compliance with government requirements, giving our clients confidence in a transparent and compliant auction process.</p> <p>Nationwide Presence with Regional Expertise: Through the power of the internet and modern technology, our team, can provide direct, support where needed. Each of our representatives is extensively trained in the specific needs of government and municipal entities, ensuring that we deliver exceptional service no matter where our clients are located.</p> <p>A Strong Partnership Focused on Shared Success: At Auctions International, we prioritize building strong partnerships that focus on shared success and lasting relationships. Our low employee turnover and commitment to continuous improvement allow us to maintain consistency and excellence in service. We believe in empowering our clients with the tools and knowledge they need to achieve the best results from their surplus asset sales. By providing personalized support and leveraging our powerful auction platform, Auctions International stands as a committed partner in helping government entities maximize their ROI efficiently and effectively.</p>
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32	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	<p>While our current market share in Canada is modest, our website and service programs are fully accessible and adaptable to the Canadian marketplace. Our online auction platform is designed to be user-friendly and scalable, ensuring seamless integration and operation across different regions, including Canada. This adaptability allows us to effectively meet the unique needs of Canadian clients and bidders.</p> <p>Our team comprises highly educated, experienced, and professional individuals, including numerous auction school graduates, who are committed to delivering superior auction services. We uphold the highest standards of professionalism, knowledge, and auction skill in all aspects of the auction process, treating both buyers and sellers with equality, fairness, and honesty.</p> <p>In summary, Auctions International, Inc. is well-equipped to extend our comprehensive auction services to the Canadian market, leveraging our extensive experience, adaptable online platform, and dedicated team to ensure successful and efficient auction processes for our Canadian clients.</p> <p>We obtained a BN (Business Number) and our Exporter number on 3/1/2019. Our BN # is 708668280 Our Exporting License # is 708668280RM0001 The effective date was 3/1/2019</p> <p>The only thing required when we do business in Canada (when crossing the border) is a letter (on company letterhead) stating we are a "Business Visitor" doing auctions with the numbers above included. We are exempt from getting work permits and we are registered federally to do business. (All of Canada.)</p>
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	<p>Auctions International, Inc is committed to serving all geographic areas of the United States and Canada through the contract award.</p>
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	<p>Auctions International, Inc. provides auction solutions to a broad range of clients, including government entities, school districts and municipalities. Our services are designed to accommodate a variety of sellers, from state and local government agencies to non-government organizations, who meet our eligibility requirements. We do not impose restrictions on the account type of participating entities, ensuring full access to our online auction platform for all approved clients.</p> <p>We treat each seller with the same level of attention and service, regardless of their organizational type. Our commitment is to facilitate seamless, transparent auctions for all clients, allowing them to reach a broad audience and maximize their asset recovery.</p> <p>Our platform supports surplus assets and any/all other business and operational assets to be sold via the auction method of sale.</p> <p>There are minimal restrictions for account types in our system. We do not serve sellers attempting to list assets outside of our established categories (e.g., prohibited). Auctions International maintains a clear separation between its government and private sector services to ensure compliance with industry standards and meet the specific needs of each sector.</p>
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>Auctions International, Inc. can leverage its extensive network through the National Auctioneers Association (NAA), ensuring that our services are accessible and of the highest standard across all U.S. states, including Hawaii and Alaska, as well as U.S. Territories. We have established relationships with qualified auction professionals in each of these areas who are available to be trained in our specific service programs to guarantee a seamless, consistent experience.</p> <p>Our online auction platform is fully capable of supporting remote auctions, with features designed to facilitate bidding, secure payment processing, and thorough item description details. Additionally, our website provides 24/7 access for bidders and sellers, which is crucial for entities in varying time zones. Participating entities in Hawaii, Alaska, and U.S. Territories will need access to reliable internet</p>
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	<p>Yes</p>

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
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<p>37</p>	<p>Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.</p>	<p>To effectively promote this opportunity, Auctions International, Inc. will leverage our proven marketing strategies and resources to drive maximum visibility and engagement for the Participating Entities' auctions. Our multi-channel approach ensures that we reach a broad and diverse audience, both locally and nationally, using targeted digital outreach, traditional media, and direct communications. This approach mirrors the tactics we successfully apply to market our selling agency auctions, with flexibility in determining the most impactful avenues for each unique auction.</p> <p>Comprehensive Digital Marketing Campaigns: We employ advanced Google AdWords and Search Engine Optimization (SEO) techniques to ensure that Participating Entities' auctions achieve high visibility online. Our digital efforts are bolstered by listings on niche auction and industry-specific websites such as GlobalAuctionGuide.com, AuctionGuy.com, RockandDirt.com, and TractorZoom.com, making it easy for industry-specific buyers to locate relevant auction opportunities.</p> <p>Social Media and Targeted Outreach: Auctions International's social media channels, particularly our corporate Facebook page, will serve as key platforms for reaching geographically and demographically targeted audiences. We tailor posts to specific auction types and locations, ensuring engagement with relevant buyers. Additionally, we use geo-specific social promotions to capture interest in the surrounding areas of the auction.</p> <p>Press Releases and Public Relations: Our dedicated marketing staff will draft and distribute press releases upon contract awards and auction announcements, generating local and national media coverage. Using platforms like PR.com, we effectively reach larger, targeted audiences with auction updates and success stories to maximize visibility.</p> <p>Print Media and Trade Publications: We strategically use print advertising in local and regional newspapers to engage nearby bidders and use trade publications for niche items, which boosts awareness within targeted buyer communities.</p> <p>Voice Logic Ringless Voicemail Technology: We can directly notify previous bidders and interested parties through VoiceLogic ringless voicemail technology, delivering personalized voice messages to a targeted list of numbers, typically recent auction attendees or entities provided by the Participating Entity. There are legal (state and federal level) restrictions to this service, specifically regarding do-not-contact lists and state-level executive orders preventing unsolicited calls.</p> <p>On-Site Signage and Direct Mail: For recurring on-site auctions, we provide banners to enhance visibility at the auction site. Additionally, we can execute direct mail campaigns for entities that provide mailing lists, sending postcards and letters that announce auction events and include registration instructions.</p> <p>Email Campaigns: We leverage our extensive email database of registered bidders to send auction announcements directly to interested buyers. Our email communications are optimized for engagement, ensuring maximum reach for each auction event.</p> <p>Trade Show Promotion: We attend industry trade shows and would be honored to represent a Sourcwell contract by distributing promotional literature and potentially displaying a Sourcwell banner or flag.</p> <p>By combining these efforts, Auctions International, Inc. provides a robust promotional strategy designed to achieve optimal participation in each auction we conduct. While this outline showcases our diverse marketing capabilities, we will selectively deploy those avenues that best serve the contract objectives. Representative samples of our digital ads, press releases, social media posts, and direct mail pieces are uploaded in the document section to demonstrate our promotional capabilities.</p>
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38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Auctions International, Inc. leverages advanced technology and digital data to amplify the effectiveness of our marketing strategies. Our approach combines robust data analytics, strategic social media use, and targeted digital advertising, enabling us to reach and engage relevant audiences with precision.</p> <p>1. Social Media Optimization and Engagement: Our marketing team uses data-driven insights to optimize social media content and advertising campaigns, primarily on platforms like Facebook. We employ geo-targeting to promote auctions in specific regions, increasing reach among potential buyers in areas relevant to each auction. Engaging visuals, precise event details, and targeted ads attract qualified bidders, boosting participation and engagement.</p> <p>2. Use of Metadata for SEO and Targeted Visibility: We implement metadata on auction listings and web content to ensure high search engine ranking and visibility. Strategic use of keywords, alt-text, and meta-descriptions tailored to auction types (e.g., "municipal vehicles," "heavy equipment," or "surplus auctions") enhances search visibility, allowing our listings to reach potential bidders actively searching for these assets. This approach drives organic traffic, complementing our paid digital advertising efforts.</p> <p>3. Advanced Google AdWords and Retargeting Campaigns: Our Google AdWords campaigns are crafted to reach a broad audience across diverse sectors. We use retargeting pixels on our website, enabling us to reach potential buyers who previously visited our site or engaged with our listings. This digital footprint captures interest at various stages of the buying process and re-engages visitors who may need a reminder to return and bid, improving conversion rates and auction participation.</p> <p>4. Real-Time Data Analysis for Campaign Optimization: Using analytics tools, we continually monitor digital campaign performance, assessing metrics such as click-through rates, engagement levels, and conversion data. This real-time feedback allows us to optimize and refine our strategies on an ongoing basis, ensuring our advertising dollars are spent effectively to reach the most relevant audience segments.</p> <p>5. Email Marketing Enhanced with Behavioral Data: Our extensive email campaigns are personalized and segmented based on buyer behavior and preferences. We analyze past auction activity, bidding patterns, and other engagement metrics to tailor email communications to individuals' interests, enhancing relevance and encouraging higher response rates. This targeted approach enables us to connect with our audience on a personal level, ensuring our emails are well-received and highly effective.</p> <p>6. Integration with Third-Party Auction Platforms for Broader Reach: We list our auctions on high-traffic platforms such as AuctionZip.com, GlobalAuctionGuide.com, and others, allowing us to tap into established audiences that are highly active in the online auction space. This integration not only increases the visibility of our auctions but also leverages the platform's user data to attract more qualified bidders for specific asset types.</p> <p>Through this strategic use of technology and digital data, Auctions International, Inc. has created a sophisticated marketing ecosystem that maximizes exposure and engagement for every auction, ensuring robust bidder participation and successful auction outcomes.</p>
39	In your view, what is Sourcwell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcwell-awarded agreement into your sales process?	<p>We anticipate Sourcwell's role will include equitably promoting all vendors that obtain an award through this solicitation. We value Sourcwell's ability to act as a central hub for awareness, drawing attention to approved vendors, and assisting member entities in identifying suppliers that meet their needs.</p> <p>To integrate a Sourcwell-awarded agreement into our sales process, we will actively leverage the visibility and trust associated with the Sourcwell brand to enhance our outreach to eligible entities. Our team will incorporate this awarded agreement into our marketing materials, presentations, and direct solicitation efforts, ensuring that participating Sourcwell members have a clear understanding of the services we offer and the advantages of working with us. Additionally, we anticipate being able to reach out directly to Sourcwell members to communicate our value proposition, offering tailored solutions based on the awarded agreement.</p> <p>Auctions International, Inc. also attends various tradeshows and industry-specific conferences. Auctions International, Inc. would expect Sourcwell to provide us with organizational literature or banners to use and promote new members to the Sourcwell program.</p>
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Auctions International, Inc. operates as a service provider, meaning we do not offer a traditional e-procurement ordering process. Instead, we work directly with Sourcwell members to provide a customized onboarding experience tailored to governmental and educational customers' needs. Interested members can connect with our Sourcwell Contract Managers, RJ Klisiewicz or Shawn Galliotto, who will guide them through our complete service program. This personalized approach ensures that each client receives dedicated support and a seamless introduction to our full range of services, tailored to maximize efficiency and compliance with their procurement requirements.</p>

Table 5A: Value-Added Attributes (100 Points)

Line Item	Question	Response *
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>At Auctions International, Inc., we offer a robust and structured training program to ensure that Sourcewell participating entities can confidently navigate our auction platform and understand the auction method of sale. Our training program is comprehensive, with multiple levels tailored to meet the specific needs of different personnel within an organization.</p> <p>This comes at no additional cost to Sourcewell Members. Here's an outline of what our program includes:</p> <p>Initial Training Program Development: Upon integration initiation, our Project Manager and IT Director oversee the creation of training resources. This development phase is completed within two weeks and includes:</p> <p>Training Videos: Concise videos, each between 2-7 minutes, covering core platform functionalities.</p> <p>Consignor Manual: A picture-oriented manual designed to guide personnel through common tasks.</p> <p>On-Site Training Sessions if needed: We plan in-person sessions as needed to facilitate hands-on learning.</p> <p>Verbal Walk-Through Scripts: For structured verbal guidance in training sessions.</p> <p>Screen-Sharing Support: Using Go-To-Assist software, we conduct remote training to assist in real-time.</p> <p>Structured Training Implementation: Within three weeks of program development, our designated trainers carry out targeted training sessions at various organizational levels:</p> <p>Ground-Level Personnel: Training focuses on cataloging and photographing surplus assets.</p> <p>Office-Level Personnel: Training covers uploading auctions, managing bids, and accessing post-auction reports.</p> <p>Executive-Level Personnel: Training focuses on accessing and interpreting auction results and reports.</p> <p>This phase includes both on-site and remote options, ensuring each team member gains hands-on experience. Costs for on-site training may apply, while remote training sessions are typically included as part of our onboarding.</p> <p>Ongoing Training and Support:</p> <p>We provide continuous support and refresher training to maintain high competency levels:</p> <p>Refresher Sessions: Scheduled periodically to reinforce training and update users on system enhancements.</p> <p>New Personnel Training: As new personnel join, we offer introductory training to ensure smooth transitions.</p> <p>On-Demand Support: Our Training Coordinator and IT Director are available for support as needed.</p> <p>Our training program is standard and included in our initial service offerings, with optional, additional on-site training if necessary. Through this structured, multi-level approach, we ensure all Sourcewell entities receive effective, ongoing support tailored to their needs.</p>

<p>42</p>	<p>Describe any technological advances that your proposed Solutions offer.</p>	<p>Auctions International, Inc. leverages state-of-the-art online auction technology to provide streamlined and user-friendly auction experiences for both sellers and buyers. Our platform integrates several advanced technological features to ensure efficiency, security, and accessibility for all participants.</p> <p>Real-Time Auction Analytics: Our platform provides sellers with real-time analytics, including bidder activity, engagement metrics, and geographic data. This feature allows sellers to make informed decisions, optimize listings, and better understand bidder behavior throughout the auction process.</p> <p>Automated Auction Management Tools: With our automated tools, sellers can manage multiple auctions effortlessly. This includes bulk listing uploads, automated scheduling, and notification systems to streamline the entire auction process. These tools reduce administrative burdens on sellers, allowing for a focus on strategic decision-making.</p> <p>Advanced Security Protocols: Security is paramount. Our platform integrates advanced encryption and fraud prevention measures, safeguarding bidder and seller information. We also offer two-factor authentication and secure payment processing, providing a reliable and trusted environment for online transactions.</p> <p>Enhanced Buyer Experience with Custom Alerts and Notifications: Buyers can customize alerts for outbid and auction won notices, ensuring they never miss out on desired items. This personalized experience increases engagement and fosters a loyal bidder community.</p> <p>Mobile Optimization and Accessibility: Recognizing the shift toward mobile usage, our platform is fully optimized for mobile devices, allowing users to browse, bid, and manage auctions on the go. This flexibility enhances accessibility, ensuring maximum participation from diverse bidder demographics.</p> <p>Innovative AI-Driven Valuation and Pricing Tools: Auctions International is exploring AI-powered tools to assist sellers in determining competitive based sales data on historical data and current market trends. These insights help sellers optimize asset value, leading to higher successful sales rates.</p> <p>Additionally, we are working on integrating AI-powered tools for buyer and seller website navigation, auction search functionality, and custom report generation.</p> <p>Weekly Digital Newsletters and Targeted Marketing Campaigns: To drive higher visibility and bidder participation, Auctions International employs targeted marketing through email campaigns, highlighting high-value or niche items to specific audiences. Our newsletter includes updates on closing auctions, industry news, and special announcements, maximizing engagement across our user base.</p> <p>Support for Virtual Asset Inspections: For added transparency and buyer confidence, our platform allows sellers to upload videos and an unlimited number of photographs, providing bidders with a closer look at assets from anywhere. This feature helps reduce travel needs, attracting out-of-area bidders and expanding the competitive field.</p> <p>These technological advancements, combined with our extensive industry expertise, position Auctions International as a leading choice for online auction solutions. Our platform is designed to facilitate a seamless auction experience that meets the needs of diverse sellers and buyers, with continued investment in new technology to stay ahead of industry trends.</p>
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<p>43</p>	<p>Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.</p>	<p>At Auctions International, Inc., we recognize the importance of sustainable practices in our auction solutions and are committed to implementing environmentally conscious initiatives. Our online auction platform operates on an “as needed” basis, which minimizes environmental impacts by eliminating the need for further transportation of vehicles and equipment. This approach reduces emissions associated with the transport of assets to holding lots or centralized auction facilities.</p> <p>Reduction in Environmental Risks: Our auction system allows assets, including surplus vehicles and heavy equipment, to be sold directly from their current locations. This significantly reduces the environmental risks of mechanical degradation and fluid leakage that can occur when vehicles are stored for extended periods. By eliminating the necessity for holding lots, we further reduce the need for large storage facilities and prevent environmental hazards associated with extended asset storage.</p> <p>Efficient Use of Facility Space: The flexibility of our auction solution supports a quick turnover of surplus assets, freeing up valuable space for our clients and helping reduce their need for additional storage facilities. This approach has allowed many of our clients to repurpose their warehouse and vehicle lot spaces, thereby decreasing their environmental footprint while achieving financial benefits.</p> <p>Customer Responsibility for Removal: Buyers are responsible for arranging the removal of purchased items from their current locations, eliminating the need for centralized transportation or storage services. This model supports sustainability by reducing the number of trips and vehicle miles traveled, thereby decreasing overall carbon emissions.</p> <p>Cloud-Based Server Solutions: To further reduce our environmental footprint, Auctions International, Inc. has adopted cloud-based servers for our data storage and processing needs. By leveraging cloud infrastructure, we reduce the demand for on-premises servers, which typically consume large amounts of energy and require constant cooling. Our cloud provider employs energy-efficient practices, including the use of renewable energy sources, advanced cooling systems, and energy optimization techniques. This approach minimizes our overall energy consumption and enhances the scalability of our services, allowing us to meet client needs without compromising sustainability.</p> <p>Energy-Efficient Equipment at Our Corporate Office: At our corporate office, we prioritize energy efficiency through the use of modern, energy-saving equipment and appliances. Our lighting system is outfitted with LED bulbs and automated sensors to reduce unnecessary power usage, while our HVAC systems are designed for optimal energy performance. We have implemented energy-efficient office equipment such as Energy Star-certified computers, printers, and appliances, which significantly lower our power consumption. These practices reflect our commitment to reducing the environmental impact of our daily operations.</p> <p>Environmental Certification: We are actively exploring partnerships with agencies that certify and support sustainable business practices. Our commitment to environmentally friendly operations aligns with standards set by certifying bodies such as the Environmental Protection Agency (EPA) and the Sustainable Green Printing Partnership (SGP), although we have not yet formalized these partnerships.</p> <p>Through these initiatives, Auctions International, Inc. is dedicated to delivering sustainable auction solutions that benefit both our clients and the environment, while maintaining a high level of operational efficiency.</p>
<p>44</p>	<p>Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.</p>	<p>N/A</p>

<p>45</p>	<p>What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?</p>	<p>Auctions International offers several unique attributes to Sourcwell participating entities:</p> <p>Authentic Auctioneers: Auctions International, Inc., unlike many of our national competitors proudly boasts a staff composed of over 125 years of auction experience. This is much more than just being an online marketplace, but rather 125 years of combined, authentic, bid calling, "boots on the ground", auction experience. As auctioneers, holding various licenses across numerous states, we are held to strict codes of ethics and industry standards many of our competitors are able to skirt.</p> <p>These attributes make Auctions International Inc.'s solutions particularly advantageous for Sourcwell participating entities, offering tailored, efficient, and transparent auction services that align with public sector procurement standards.</p> <p>Extensive Experience with Public Entities: Specializing in online auctions for government agencies, schools, and municipalities, Auctions International, Inc. has a deep understanding of the specific needs and compliance requirements of public sector clients.</p> <p>Comprehensive Auction Services: Auctions International, Inc provides a turnkey system for selling surplus assets, including an online auction marketplace, self-service functionality, transparent reporting and audit tools, hands-on training, on-site assistance, and 24/7 on-call service and support.</p> <p>Local Expertise with National Reach: While based in New York, Auctions International, Inc. serves clients across the United States, combining local market knowledge with a broad bidder base to maximize asset exposure and returns.</p> <p>Transparent and Competitive Fee Structure: Auctions International, Inc offers a competitive pricing model that provides a favorable solution for Selling Entities.</p>
<p>46</p>	<p>Describe your role and responsibilities for each service you are proposing.</p>	<p>Asset Evaluation and Cataloging: Assessing the items to be auctioned, documenting (or receiving documentation) as to their condition, and creating detailed listings to attract potential buyers.</p> <p>Marketing and Promotion: Utilizing our website platform and network to advertise the auctions, ensuring broad visibility among interested bidders.</p> <p>Auction Management: Facilitating the online bidding process, providing a user-friendly interface, and ensuring a transparent and competitive environment.</p> <p>Bidder Registration and Verification: To maintain a secure and compliant auction environment, Auctions International, Inc. will handle bidder registration and, where applicable, verify credentials or eligibility requirements</p> <p>Auction Monitoring and Bid Management: During active auctions, Auctions International, Inc. will monitor bidding activity, address bidder inquiries in real time, and ensure fair and transparent bidding practices. If necessary, agency representatives may also conduct site visits to verify asset conditions and maintain trust with bidders.</p> <p>Transaction Processing: Handling payments securely and efficiently, managing buyer and seller communications, and overseeing auction proceeds remittance process, post-auction.</p> <p>Customer Support and Dispute Resolution: In addition to handling general customer support, Auctions International, Inc. will address any disputes or concerns raised by bidders or sellers, following a clear resolution process to maintain satisfaction and trust.</p> <p>Compliance and Legalities: Ensuring all auction activities adhere to relevant laws and regulations, including proper documentation and reporting.</p> <p>By leveraging our expertise, Auctions International aims to maximize returns for sellers while providing a seamless experience for buyers.</p>

<p>47</p>	<p>Describe the agency's role and responsibilities for each service you are proposing.</p>	<p>For the online auction services proposed, the responsibilities will be a collaborative effort between the seller and the agency.</p> <p>Agency/Seller Role and Responsibilities: Asset Identification and Preparation: The seller is responsible for identifying the assets to be auctioned, ensuring they are ready for sale, and providing any necessary supporting documents, such as titles, maintenance records, or certifications. This step ensures that the assets are presented accurately and attractively to potential bidders.</p> <p>Providing Detailed Asset Information: For the self-service model, the seller will supply essential information about each asset, including specifications, history, condition, and any relevant disclosures. This information is in addition to a minimum quantity of photos (and videos if so chosen).</p> <p>Asset Access and Inspection Arrangements: For the Sales Force Service Model: The seller is responsible for granting access to the assets for the Auctions International, Inc. representatives to inspect, photograph, and document. Additionally, the seller may need to coordinate with potential bidders if physical inspections are allowed before the auction.</p> <p>Collaboration on Auction Timelines and Conditions: The seller will work with Auctions International, Inc. to set a timeline for the auction, establish reserve prices if needed, and agree on any terms and conditions specific to the asset type (e.g., no warranties, as-is condition). This collaboration ensures both parties are aligned on expectations.</p> <p>Accept/Decline High bid prices: All municipal and educational sales are subject to seller approval. This means after the auction closes, selling agencies are responsible to either accept the high bid prices obtained for their auction assets, or decline their sales and provide an acceptable minimum amount. Because of this option offered to our sellers, we will work to coordinate auction closings within close proximity to a scheduled board or approval meeting.</p> <p>Post-Sale Logistics and Transfer of Ownership: Once the auction concludes, the seller will coordinate with the buyer, to arrange item pick-up and transfer of ownership. This includes signing over titles or providing any necessary documentation to the buyer for legal compliance.</p>
<p>48</p>	<p>Describe your process for assessing market value of the items to be auctioned (where applicable).</p>	<p>At Auctions International, Inc., we prioritize unrestricted bidding to empower our participants fully. Unlike some national agencies that limit bidding amounts or categorize bidders into "levels" based on their perceived bidding capabilities, we allow our registered bidders to participate at their fullest capacity on our website. This open and inclusive approach ensures a dynamic, competitive auction environment that fosters fair market value discovery.</p> <p>Our commitment to transparency and market responsiveness drives our asset valuation process. We provide a "Past Prices" page on our website, which catalogs historical auction results dating back to September 2012. This resource offers sellers an authentic reference for past sale valuations, enabling them to form realistic expectations based on actual outcomes.</p> <p>For those seeking a deeper market perspective, we also offer an Auction Market Comparison service. This service includes a thorough analysis of similar assets sold nationwide by various vendors, compiling these results to deliver a comprehensive market value range. This comparative analysis helps sellers understand broader market trends and position their assets competitively.</p> <p>Our methodology emphasizes the auction process itself as a reliable gauge of true market value, guided by what qualified bidders are willing to pay. Through strategic marketing and our high-traffic website, we attract a broad pool of bidders, ensuring a competitive bidding environment that genuinely reflects the asset's market worth.</p> <p>Furthermore, Auctions International, Inc. provides a flexible seller approval process for Participating Entities. If an asset's sale price does not meet the seller's desired threshold, they can decline the sale and set a minimum acceptable amount post-auction. This option empowers sellers to achieve fair market value while maintaining control over the final sale decision.</p>

<p>49</p>	<p>Describe your post-auction settlement process and any other special services offered (shipping, storage, etc.).</p>	<p>Settlement Process- Between Bidder/Buyer and Auctions International, Inc.:</p> <p>Upon the close of an auction on our website, the seller has the option to accept or decline the highest bids received. Following this approval process, Auctions International, Inc. will issue invoices for all approved assets. If a bid does not meet the minimum acceptable amount established by the seller, the highest bidder may still have the option to purchase at this minimum amount. Should the high bidder decline, the seller retains the right to resell the asset.</p> <p>Unlike some national agencies that restrict bidding amounts, or categorize bidders by perceived capabilities, we empower all registered bidders to participate at full capacity. Once an auction is approved, winning bidders receive invoices immediately, and are expected to complete payment within the standard five-day window (or as specified by the seller) using any convenient payment method. They are not restricted to the type of payment they can utilize.</p> <p>After three days, unpaid invoices trigger a final reminder to winning bidders. If payment is not received by the deadline, the winning bidder is considered in default, and their bidding privileges are revoked. A relisting fee is applied, and the purchase may then be offered to the next highest bidder (backup bidder).</p> <p>Settlement Process- Between Auctions International, Inc. and Selling Entity:</p> <p>Auctions International, Inc. provides a streamlined post-auction settlement process designed for transparency and ease. Once all auction funds are collected, we prepare a comprehensive settlement report for the selling entity. This report details each auctioned item, including descriptions and final sale prices per lot.</p> <p>Within 15 business days, we issue a remittance check or wire transfer, according to the seller's preference. Our process includes flexible reporting options, enabling sellers to access inventory lists, daily and weekly sales summaries, and custom reports tailored to their requirements. To produce specific reports, we only require a sample of the desired format.</p> <p>While we do not offer shipping nor storage, our post-auction services provide sellers with detailed and timely financial summaries, ensuring accurate and prompt settlements.</p>
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Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
50	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	Auctions International, Inc. does not currently hold certifications as a WMBE, SBE, or Veteran-Owned business. However, we are committed to supporting and partnering with certified businesses in these categories whenever opportunities arise
51		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
52		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
53		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
54		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
55		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
56		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Auctions International, Inc. is actively seeking to earn this certification. It is our belief that we fit all the requirements set forth to qualify for the SBE certification and have taken proactive steps to start this process.
57		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
58		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *

<p>59</p>	<p>Describe your payment terms and accepted payment methods.</p>	<p>Payment Terms and Accepted Payment Methods:</p> <p>Auctions International, Inc. manages all financial transactions for the auctions we conduct, offering a range of convenient payment options, including cash, certified check, money order, wire transfer, ACH, direct deposit, and debit or credit cards.</p> <p>Our standard payment terms for winning bidders ensure a seamless process from auction close to payment completion</p> <p>Standard Terms of Sale</p> <p>ALL Item(s) sold are SUBJECT to seller's approval after bids close. This is a key feature of our company.</p> <p>All payments are payable to: Auctions International, Inc.</p> <p>For payments made with cash, money order, ACH check, guaranteed funds (cashier's check, bank check, certified check), or cash directly deposited into our account at Citizens Bank. We no longer accept personal and/or company checks. Payments are to be made online or to the East Aurora office only. Payments must be received within (5) business days from invoice date.</p> <p>For payments made by wire transfer; a transaction fee of \$15.00 will be added on top of the buyer's premium to cover the bank service charge.</p> <p>If paying by credit/debit card the rate will be 2.77% above the sale price, inclusive of the buyer's premium. (Where laws stipulate wording differently, the wording is as follows: If paying by credit/debit card, the rate will be 2.77% above the sale price, inclusive of the buyer's premium with a 2.77% discount if paid in cash or certified funds.)</p> <p>Applicable sales tax(es) will be charged on all items.</p> <p>Note: All sales are final. No refunds will be issued. Items are sold as-is, where-is, with no warranty written nor implied.</p> <p>The buyer is responsible for inspecting the item(s) before placing bids, and prompt item removal within the time set by the Seller after receipt of invoice. Depending on the seller, there could be daily fees assessed by Seller for noncompliance.</p> <p>Seller is NOT responsible for providing tools or heavy equipment to aid in removal. Items left on seller's premises after this removal deadline will revert to possession of the seller, with no refund.</p>
<p>60</p>	<p>Describe any leasing or financing options available for use by educational or governmental entities.</p>	<p>Auctions International, Inc. offers financing options to bidders and potential buyers through a third-party partnership with Currency Finance. For auctions featuring high-value vehicles and equipment, we provide a direct website link where interested parties can easily complete a quick, three-field form to explore financing options for assets listed by educational and governmental entities on our platform.</p> <p>Currency Finance, the financial technology division of Sandhills Global, simplifies the process of financing new or used heavy equipment, trucks, trailers, attachments, and more. With multiple secure solutions, Currency Finance facilitates loans and leases for significant purchases like heavy machinery and aircraft, provides working capital for businesses, and offers consumer lending in the U.S. and Canada, making acquisitions faster, easier, and more secure.</p>

61	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	<p>Standard transactional documents include:</p> <ul style="list-style-type: none"> •Between Bidder/Buyer and Auctions International, Inc.: An auction invoice, followed by a PAID auction invoice upon payment completion. •Between Seller and Auctions International, Inc.: Copies of bidder/buyer auction invoices and PAID auction invoices, along with an auction summary report provided to the selling entity upon remittance of payment. <p>Auctions International, Inc. offers standard auction-level Terms and Conditions, which can be customized by the Selling Entity to address specific local laws, requirements, or restrictions. Additionally, we require that all interested bidders/buyers review and agree to our User Agreement before being granted an active bidding account or membership on our platform.</p> <p>Upon a contract award from this RFP, Auctions International, Inc. will draft a concise, one-page auction agreement for participating entities. This document will outline the Sourcwell contract number, the specific service fees, and also include fields for the selling entity to specify their payment remittance address, and designate a main point of contact for their contractual relationship with Auctions International, Inc.</p>	*
62	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Yes, we accept P-Card payments, which are processed similarly to standard debit or credit card transactions. Card payments are available at a non-discounted rate which includes a 2.77% processing/convenience fee.	*
63	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Our auction services include a competitive buyer's premium structure designed to benefit both buyers and consignors. We charge a 10% buyer's premium on all winning bids, ensuring transparency and consistency in our fee structure for all Sourcwell Member auctions. There is no seller's commission charged for our services.</p> <p>Additionally, we provide an added benefit to consignors by returning 1.75% of the buyer's premium back to them after all expenses are accounted for and they reach the AVDP level. This model allows consignors to maximize their return while covering necessary auction-related expenses. This structure not only supports consignors financially but also encourages a robust and competitive auction environment, ultimately delivering value for all parties involved.</p> <p>One of key features we are known for is that we offer our consignors the flexibility to decline the winning bid if they believe they can achieve a higher return on their auction item. This option empowers consignors to maximize the value of their assets and ensures they retain control over their auction outcomes. By providing this added level of choice, we reinforce our commitment to helping consignors get the most out of every auction, creating a truly client-centered auction experience.</p> <p>Our bid is structured with flexibility in mind, allowing consignors to tailor their auction experience based on their level of involvement in the listing process. Consignors have the option to create and manage their own listings, including uploading item details and photographs, providing them with greater control over their auction items while benefiting from our straightforward fee structure.</p> <p>For those consignors who prefer a hands-off approach, we offer comprehensive listing services that encompass all aspects of item presentation. This includes professional photography, detailed descriptions, and travel arrangements if on-site assistance is required. Associated fees for these services, such as listing preparation, travel expenses, and photography, are applied transparently. This tiered approach enables consignors to choose the service level that best meets their needs, ensuring both convenience and cost-effectiveness.</p> <p>We invite consignors to contact us for a customized pricing breakdown based on their specific requirements, ensuring that every consignor has the support they need to maximize their auction results while enjoying a seamless, high-quality experience.</p> <p>Once you have achieved the maximum ADVP level the example below will illustrate how the 10% buyer's premium and 1.75%</p>	*

		<p>consignor return work in this pricing proposal. Example Scenario:</p> <ul style="list-style-type: none"> •Auction Sale Price (Winning Bid): \$50,000 •Buyer's Premium: 10% of the sale price, so 50,000×0.10=5,000 •Total Buyer's Premium: \$5,000 <p>Calculation of Consignor Return (1.75% of Buyer's Premium): Determine 1.75% of the Buyer's Premium to Return to Consignor:5,000×0.0175= 87.50</p> <p>Return Amount to Consignor: The consignor would receive \$87.50 as part of the buyer's premium sharing arrangement, after covering all auction-related expenses.</p> <p>Summary of Financial Impact:</p> <ul style="list-style-type: none"> •Total Winning Bid Amount (Sale Price): \$50,000 •Buyer's Premium Paid by Buyer: \$5,000 •1.75% Return to Consignor from Buyer's Premium: \$87.50 <p>Additional Services and Options for Consignors:</p> <p>1. Decline Winning Bid Option: Consignors have the flexibility to decline the winning bid if they believe a higher return can be achieved, empowering them to maximize the value of their items.</p> <p>2.Listing Options:</p> <ul style="list-style-type: none"> o Self-Managed Listings: Consignors can create and manage their listings, upload item details, and photographs. o Full-Service Listings: For a hands-off approach, professional listing services are available, which include photography, item descriptions, and travel arrangements if needed. Fees for these services are transparently added based on the specific requirements. <p>This structure aims to offer consignors a flexible, transparent, and client-centered auction experience, allowing them to either take an active role or rely on the expertise of the auction team to present their items. The 1.75% return further enhances consignors' financial returns and aligns with their interests.</p>	
64	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Our pricing proposal is carefully structured to reflect the true value and cost-effectiveness of our auction services. Rather than applying a traditional discount model, we focus on offering transparent, competitive pricing tailored to the specific needs of each auction. This approach ensures that clients receive fair and consistent pricing that aligns with the high level of service and support we provide, without the need for additional discounts.	*
65	Describe any quantity or volume discounts or rebate programs that you offer.	We provide an added benefit to consignors by returning 1.75% of the buyer's premium back to them after all expenses are accounted for and they reach the AVDP level. This model allows consignors to maximize their return while covering necessary auction-related expenses. This structure not only supports consignors financially but also encourages a robust and competitive auction environment, ultimately delivering value for all parties involved.	*
66	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Not Applicable. Auctions International does not sell commodities.	*
67	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Our pricing proposal is fully comprehensive, with all elements of the total cost included in the RFP. There are no additional charges for essential services such as training, standard support, platform upgrades, or initial setup. We are committed to providing transparent and all-inclusive pricing to ensure our clients receive the highest level of service without any unexpected fees or costs beyond those outlined in this proposal. This approach reflects our dedication to delivering value and clarity, making the transition to our services seamless and straightforward.	*

68	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>Auctions International, Inc. does not directly include freight, shipping, or delivery options as part of our service package. In nearly all cases, buyers are responsible for removing their purchases from the seller's location within a specified timeframe.</p> <p>Upon request, we are happy to provide bidders and buyers with guidance on third-party shipping or hauling options at no additional cost. Additionally, we are developing a "Buyer Resources" section on our website, which will feature shipping and hauling resources, disclaimers, and FAQs to support our members.</p> <p>For buyers using third-party shipping or hauling services, we encourage reviewing our "Third Party Shipping Notice", which includes the following advisory:</p> <p>'Please note that utilizing a third-party service to pick up your merchandise does not exempt you from the auction's terms and conditions. You are responsible for personally inspecting the assets you bid on. Ensure that your shipping/hauling company is informed of your purchase and its represented condition. Once the merchandise leaves the seller's facility, ownership transfers to you, and no refunds will be issued. Please review the terms of membership to which you agreed. Any claim for misdescription must be made prior to property removal. If the consignor confirms that the property does not match the description, the consignor will retain the property and issue a refund. The seller's liability shall not exceed the actual purchase price of the property.'</p>	*
69	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	line item 68. Removal of auction purchases remains the responsibility of the buyer.	*
70	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A	*

<p>71</p>	<p>Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.</p>	<p>Self-Audit Process for Compliance Verification</p> <p>Establish a Dedicated Compliance Team:</p> <ul style="list-style-type: none"> •Assign a small team within Auctions International, Inc. dedicated to compliance oversight, including periodic audits, and ensure that one member of this team serves as the primary liaison for Sourcewell. •This team is responsible for establishing benchmarks, reviewing pricing data, and assessing service consistency across participating entities. <p>Quarterly Pricing Audits:</p> <ul style="list-style-type: none"> •Conduct quarterly internal audits to verify that all pricing provided to Sourcewell participating entities adheres to the pricing terms established in the Sourcewell contract. •The audit compares actual prices on invoices and contracts with the agreed-upon pricing structures, identifying any discrepancies. <p>Random Sampling for Cross-Verification:</p> <ul style="list-style-type: none"> •Utilize a random sampling approach each quarter to review a subset of transactions for compliance. This ensures that any potential pricing deviations or service inconsistencies are detected early and addressed before they affect multiple clients. <p>Customer Feedback Collection:</p> <ul style="list-style-type: none"> •Incorporate feedback mechanisms to gather insights from Sourcewell participating entities on their satisfaction with pricing and service quality. This feedback will be reviewed in the audit to validate compliance and identify areas needing improvement. <p>Compliance Reporting and Documentation:</p> <ul style="list-style-type: none"> •Generate a compliance report after each quarterly audit, detailing findings, any discrepancies, corrective actions taken, and confirmation of compliance. •Sourcewell's team should receive a summary of these findings to verify transparency and maintain open lines of communication. <p>Annual Third-Party Review:</p> <ul style="list-style-type: none"> •To enhance the reliability of our self-audit program, arrange for an independent third-party audit on an annual basis. This external review will confirm that our internal audit processes are accurate and effective, providing Sourcewell with additional assurance of our compliance. <p>Continuous Improvement and Compliance Training:</p> <ul style="list-style-type: none"> •Host biannual compliance training sessions for relevant Auctions International staff to ensure they are updated on Sourcewell contract requirements. •Implement continuous improvement practices to enhance audit processes based on findings and feedback. <p>Benefits and Value to Sourcewell:</p> <p>This self-audit process aligns with Auctions International's commitment to transparency and reliability. It will offer Sourcewell a clear, consistent, and evidence-based way to confirm compliance with agreed-upon pricing and service standards. Additionally, this program minimizes the risk of pricing discrepancies and ensures that Sourcewell's participating entities receive accurate and fair pricing across all interactions with Auctions International.</p>
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72	<p>If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.</p>	<p>If awarded this agreement, we will monitor the following key performance indicators (KPIs) to assess our progress and ensure the success of this partnership:</p> <ol style="list-style-type: none"> 1. Number of Selling Entities We will track the total number of sellers engaged under the agreement, focusing on both onboarding new sellers and retaining existing ones. This metric helps gauge the program's growth and adoption among potential sellers. 2. Number of Registered Bidders Monitoring the increase in registered bidders allows us to evaluate bidder engagement and participation in auctions. This metric will be segmented to assess new versus returning bidders and provides insight into the platform's reach and repeat user interest. 3. Website Traffic and User Engagement We will analyze website traffic data, including unique visitors, page views, and session duration, to understand the volume and quality of user interaction. Additional focus will be placed on user engagement rates on specific auction pages associated with this agreement. 4. Bidder Conversion Rate By calculating the percentage of visitors who register and place bids, we can gauge the effectiveness of our marketing and user experience. High conversion rates indicate success in attracting serious bidders and fulfilling buyer demand. 5. Feedback from Sellers and Bidders Regularly gathering feedback through surveys and post-auction reviews enables us to continuously improve our services, address challenges, and ensure high levels of satisfaction for all parties involved <p>These metrics are part of our commitment to delivering measurable and transparent results, ensuring mutual success under the agreement.</p>
73	<p>Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.</p>	<p>In addition to our consignor benefits, we also offer a unique value to Sourcewell by providing a 2.25% return of the buyer's premium on all auction transactions. This commitment underscores our dedication to supporting Sourcewell's mission and maximizing its revenue opportunities. By sharing a portion of the buyer's premium directly with Sourcewell, we ensure a mutually beneficial partnership that enhances the overall financial impact of the auction services we provide. This arrangement not only strengthens Sourcewells resources but also highlights our alignment with their goals and dedication to creating exceptional value for all stakeholders.</p> <p>Example Scenario:</p> <ul style="list-style-type: none"> •Auction Sale Price (Winning Bid): \$100,000 •Buyer's Premium: 10% of the sale price, so $100,000 \times 0.10 = 10,000$ •Total Buyer's Premium: \$10,000 <p>Calculation of 2.25% Return:</p> <ol style="list-style-type: none"> 1. Determine 2.25% of the Buyer's Premium: $10,000 \times 0.0225 = 225$ 2. Return Amount to Sourcewell: In this case, \$225 would be returned to Sourcewell from this single transaction as part of the buyer's premium sharing arrangement. <p>Summary of Financial Impact:</p> <ul style="list-style-type: none"> • Total Winning Bid Amount (Sale Price): \$100,000 • Buyer's Premium Paid by Buyer: \$10,000 • 2.25% Return to Sourcewell from Buyer's Premium: \$225 <p>With a 10% buyer's premium, the additional revenue generated for Sourcewell would be \$225, further enhancing the financial benefits of the partnership.</p>

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
74	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Our pricing proposal is carefully structured to reflect the true value and cost-effectiveness of our auction services. We are pleased to offer a unique program that provides additional value to our consignors. Following the successful completion of each auction and after all associated expenses are accounted for and you reach the ADVP level, we offer a 1.75% cash-back on the buyer's premium. This program allows consignors to receive a direct financial benefit, further enhancing their returns on auctioned items. In addition to our consignor benefits, we also offer a unique value to Sourcewell by providing a 2.25% return of the buyer's premium on all auction transactions. This commitment underscores our dedication to supporting Sourcewell's mission and maximizing its revenue opportunities.

Table 8A: Depth and Breadth of Offered Solutions (200 Points)

Line Item	Question	Response *
75	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	<p>Auctions International, Inc. offers a comprehensive suite of solutions that cater to each stage of the auction lifecycle, ensuring a seamless and secure asset liquidation process for Sourcewell Members. Below is an overview of our turnkey services, platform capabilities, bidder management practices, and support structure tailored to meet the needs of Sourcewell Members.</p> <p>Turnkey Service; Our full-service, turnkey solution simplifies asset liquidation for Sourcewell Members, covering every step of the process from listing to post-sale reporting. This allows members to focus on their primary responsibilities while Auctions International manages all auction logistics, reducing client workload.</p> <p>Online Auction Platform and Reporting: Our robust online platform provides real-time reporting accessible through a secure account, displaying bid histories, current bids, and auction activity in one location. With 99.99% uptime and mobile compatibility, Sourcewell Members can reliably monitor auction details anytime, anywhere. Our platform also includes access to a Past Prices page with over a decade of auction results, providing valuable data insights.</p> <p>Dedicated Auction Blocks: At Auctions International, Inc. each selling agency is provided with a dedicated auction block on our website, where only that agency's assets are featured. This exclusive auction block includes all assets they're listing, with each auction closing on a specific date and time designated for that agency. Our approach allows for a customized experience tailored to the agency's needs, including adaptable auction terms that align with their specific requirements.</p> <p>Within their auction block, assets are showcased with high-resolution photos and high-definition, enhancing transparency and appeal. Additionally, detailed asset information accompanies each listing, allowing bidders to participate with confidence and satisfaction, knowing they have a comprehensive view of the items available. This setup not only highlights each agency's inventory, but also reinforces our commitment to an effective and customer-focused auction experience.</p> <p>Bidder Registration, Verification, and Management: We provide platform security</p>

through a rigorous bidder vetting process. Each registrant undergoes address verification, IP cross-referencing, and credit card validation via Authorize.net. Our team actively monitors bidding patterns, flagging accounts for additional review if needed. For bidders who default, we employ a structured process involving reminders, suspensions, or permanent revocation of privileges as necessary, preserving auction integrity.

Marketing Outreach: We maximize asset visibility through extensive marketing outreach, utilizing both regional and national advertising campaigns across digital and print channels. As licensed and industry-recognized auctioneers, we access exclusive promotional platforms and industry tools to reach a broad audience of active auction enthusiasts, enhancing participation and asset exposure.

Hands-On Training and On-Site Assistance: Our support includes hands-on training and on-site assistance for auction setup and cataloging, with regional sales representatives available to provide personalized on-site support and remote support available through technological resources. This ensures Sourcewell Members can leverage our expertise directly and confidently manage their assets throughout the process.

Customer Service and 24/7 Availability: Auctions International offers responsive customer support 24/7 through an on-call representative to ensure round-the-clock assistance. Our customer service team is dedicated to supporting Sourcewell Members and bidders throughout the auction process.

Payment Collection and Remittance: We handle all payment collection, invoicing, and secure remittance of funds to the selling entity, including sales tax collection where applicable. We remit proceeds within 15 days post-auction unless other arrangements are requested, ensuring prompt and reliable fund transfer.

Support Across Functional Departments: Our organization includes experienced teams in marketing, accounting, and customer service, providing cross-functional support to address diverse needs. This ensures that Sourcewell Members receive comprehensive assistance across all auction phases, resulting in an incomparable experience.

Auction Control for Sourcewell Members: The platform allows Sourcewell Members to review and approve bids, granting them control over final sales decisions. Members have the flexibility to withdraw or modify auctions as needed, offering full oversight and adaptability throughout the process.

Documentation and Removal Coordination: Upon auction closing, we supply detailed sale documentation, including paid invoices, and coordinate asset removal directly with buyers. Buyers bear responsibility for prompt and secure removal, ensuring the process remains organized and efficient.

Technical and Strategic Support

Our team provides continuous technical and strategic support, offering tailored recommendations and marketing strategies as the auction progresses. We leverage our industry expertise to assist with best practices and problem-solving, ensuring smooth auction operations from start to finish.

In summary, Auctions International, Inc. delivers a robust and adaptable auction solution that meets the diverse needs of Sourcewell Members. From our turnkey service to comprehensive support and industry-leading platform, we are equipped to manage all aspects of the auction process, enhancing efficiency, security, and satisfaction.

76	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>Auctioneer Services to include internet type:</p> <ul style="list-style-type: none"> -Online Auction Services -Vehicle Auction Services -Real Estate Auction Services -Misc Auction Services -Surplus Liquidation Services -Surplus Disposition Services <p>Surplus Asset Auction Services:</p> <ul style="list-style-type: none"> o Specialized online auction services for municipal and government and educational surplus assets. o Inventory types include, but not limited to, fleet vehicles, heavy equipment, and general office or industrial equipment as well as any additional business or operational assets). o Regularly managed auctions with a focus on regulatory compliance and buyer engagement. <p>Online Real Estate Auction Services:</p> <ul style="list-style-type: none"> o Comprehensive digital platform for auctioning real estate properties. o Targeted marketing to maximize visibility and bidder engagement. o Will coordinate with local real estate agents to ensure licensing compliance, where necessary. <p>Firearms Auction Services:</p> <ul style="list-style-type: none"> o Federally compliant auctioning of firearms exclusively to Federal Firearms License (FFL) holders. o Secure and regulated listing process tailored to state and federal guidelines. <p>Educational and Resource Solutions:</p> <ul style="list-style-type: none"> o Web-based resources and educational content for buyers and sellers, including bidding guides and industry insights. o Weekly newsletters and updates on industry trends, closing auctions, and corporate news. <p>Marketing and Advertising Services:</p> <ul style="list-style-type: none"> o Strategic ad campaigns and SEO efforts tailored to increase auction visibility and attract high-value bidders. o Targeted, asset-specific advertising to maximize participation and sales outcomes. <p>Consultation and Asset Mobilization Planning:</p> <ul style="list-style-type: none"> o Comprehensive planning for asset transportation, staging, and mobilization for large-scale auction events. o Customized consultation for clients seeking guidance on auction strategy, regulatory considerations, and logistics. <p>These subcategories encapsulate our diverse offerings, which are adaptable to the unique needs of clients seeking auction and asset management solutions</p>
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Table 8B: Depth and Breadth of Offered Solutions

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
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77	Live on-site auctions	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Auctions International, Inc. strongly advocates for the online auction method of sale, which provides significant advantages, including access to a broader audience and an extended auction duration, enhancing both participation and results. Therefore, we recommend online auctions as the preferred method for asset liquidation.</p> <p>However, as experienced traditional auctioneers, Auctions International, Inc. is also fully equipped to conduct live on-site auctions when required. In such cases, we may partner with a local live auction firm to ensure the auction runs seamlessly. Our services in this regard may be defined as a vendor collaboration for enhanced project delivery. In this approach we would partner with a reputable and trusted third-party who possesses specific capabilities or resources that compliment out services. This collaboration would be initiated to ensure the project meets the highest standards, benefiting from both our foundational expertise, and the specialized skill and resources of the additional vendor. By carefully selecting and coordinating with this vendor, we aim to deliver a seamless, comprehensive solution for the client, while managing the project under a unified strategy that aligns with the client's objectives and expectations.</p> <p>Live on-site auctions are conducted at the agreed rates, with additional costs covered by the selling entity. These expenses include, but are not limited to, travel to the facility, auction setup, staffing (including auctioneer(s), clerks, and bid spotters), registration booth, auction topper, and video/streaming tools, software, and platform support.</p>
78	Online auction services	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Auctions International, Inc. is ready to provide a comprehensive, turnkey online auction solution with dedicated, hands-on service for Sourcewell members and Participating Entities. Our team supports Sourcewell members on an ongoing basis, offering tailored service, marketing strategy development, auction listing management, bidder registration, and payment processing.</p> <p>Our web-based platform includes a convenient self-service option, allowing Sourcewell members to submit their auction assets along with photos and descriptions directly to our team for auction setup or even upload these materials directly to our website. In addition, detailed reports of auction activities and sales results are readily available to Sourcewell members, ensuring full transparency and ease of access.</p>

79	Live streaming auction services	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Auctions International, Inc. primarily conducts sales on our website using an online auction format, offering an efficient and transparent auction experience. Our system enables prospective bidders to view an unlimited number of photos, videos, and detailed asset descriptions, ask questions directly to Sourcewell members, and place bids on surplus property. Each auction is conducted under seller-specific terms and conditions, including defined timelines for payment and item pickup.</p> <p>As experienced traditional auctioneers, Auctions International, Inc. is also fully equipped to conduct live on-site auctions with live streaming capabilities when needed, although not recommended. In such cases, we may collaborate with a local live auction firm and a reputable streaming service to ensure a seamless auction experience. Our services in this regard may be defined as a vendor collaboration for enhanced project delivery. In this approach we would partner with a reputable and trusted third-party who possesses specific capabilities or resources that compliment our services. This collaboration would be initiated to ensure the project meets the highest standards, benefiting from both our foundational expertise and the specialized skill and resources of the additional vendor. By carefully selecting and coordinating with this vendor, we aim to deliver a seamless, comprehensive solution for the client, while managing the project under a unified strategy that aligns with the client's objectives and expectations.</p> <p>Live-streaming auctions are held at the agreed rates, with additional costs covered by the selling entity. These additional expenses include travel to the facility, auction setup, staffing (including auctioneer(s), clerks, and bid spotters), registration booths, streaming equipment, auction topper, and any necessary video/streaming tools, software, and platform support.</p>
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80	<p>Services related to the solutions described in #77-79 above, including market value assessment, marketing, promotion, support and training, equipment appraisals, web portal and hosting, bidder registration and management, equipment transportation and preparation, financing and payment alternatives, rebate programs, post-auction settlement, auction-related storage and shipping options. Proposers may include such related services to the extent that the services are complementary to the auction solutions being proposed.</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>	<p>Auctions International, Inc. recommends online auction services as the preferred sales method, offering a comprehensive, no-cost package that includes:</p> <ul style="list-style-type: none"> -Turnkey auction functionality with dedicated accounts for each selling agency, ensuring a smooth, hassle-free auction experience. -Detailed reporting tools and real-time analytics for active auction listings, providing clients with valuable insights and performance tracking. -An extensive, verified bidder database, employing stringent verification processes—including IP address cross-referencing and restricted access from specific countries such as Russia and Iran—to minimize fraud and uphold the integrity of our online auctions. -Targeted marketing and advertising initiatives across local, regional, and national markets to boost bidder participation and sales revenue, while also increasing awareness among local taxpayers of auction opportunities from their Selling Entities. -Comprehensive training (available on-site and remotely) for Selling Entity personnel, ensuring seamless adoption of our platform and consistent, high-quality auction listings. -Personalized service through a dedicated account manager for each Selling Entity, providing full oversight of their auctions and 24/7 on-call availability to support sellers and instill confidence throughout the sales process.
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Table 9: Exceptions to Terms, Conditions, or Specifications Form

Line Item 81. NOTICE: To identify any exception, or to request any modification, to Sourcwell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcwell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	<p><input type="radio"/> Yes <input checked="" type="radio"/> No</p>

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Sourcewell -Pricing Proposal.pdf - Wednesday November 13, 2024 14:33:41
- [Financial Strength and Stability](#) - Financial Viability and Marketplace Success.pdf - Monday November 11, 2024 12:48:38
- [Marketing Plan/Samples](#) - MARKETING ATTACHMENT.pdf - Monday November 11, 2024 09:08:26
- WMBE/MBE/SBE or Related Certificates (optional)
- [Standard Transaction Document Samples](#) - Standard Transaction Doc Samples and Examples.pdf - Monday November 11, 2024 09:16:03
- Upload Additional Document (optional)
- Requested Exceptions (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.
3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - RJ Klisiewicz III, Operations Manager, Auctions International, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		