

**FAUQUIER COUNTY GOVERNMENT AND PUBLIC SCHOOLS
PROCUREMENT DIVISION
320 Hospital Drive, Suite 23
Warrenton, Virginia 20186
Phone: (540) 422-8354 Fax: (540) 422-8355
Kathy.stanley@fauquiercounty.gov**

April 5, 2018

GovDeals, Inc.
Attn: Roger Gravley
100 Capitol Commerce Blvd, Suite 100
Montgomery AL 36117

RE: Contract # 16-1366 (Riding Chesterfield County), Internet Auction Services, MOU #8058

Dear Mr. Gravley,

Fauquier County Government and Public Schools wishes to exercise its option to renew the above referenced contract; the period of the renewal will be from April 1, 2018 through March 31, 2019.

It is understood and agreed that all terms, conditions, modifications and prices of the original contract remain the same during the contract renewal period.

If this renewal is agreeable with your firm, please sign this letter in the space provided below and return it to this office within five (5) days. A fully executed copy will be returned to you.

Thank you for your continuing service to Fauquier County Government and Public Schools.

Sincerely,

Kathy H. Stanley, CPPB
Senior Buyer

GovDeals, Inc.

By: 

Title: President

Date: April 5, 2018

Fauquier County Gov't/Public Schools

By: 

Susan R. Monaco, CPPO, CPPB

Title: Procurement Manager

Date: 4/6/2018



**Chesterfield County, Virginia
Purchasing Department**

9901 Lee Road - P.O. Box 51 - Chesterfield, VA 23832-0001
Phone: (804) 748-1617 - Fax: (804) 717-6378 - Internet: www.chesterfield.gov

KEITH S. GAGNON
Director

NOTICE OF RENEWAL

February 12, 2018

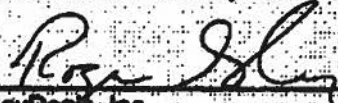
Mr. Roger Gravely
GovDeals, Inc.
100 Capitol Commerce Boulevard, Suite 100
Montgomery, AL 36117

Re: Requirements Contract #16-1386; Internet Auction Services

Dear Mr. Gravely:

As allowed under the terms and conditions of the above referenced contract, it is Chesterfield County's intent to renew this contract for a 3rd term beginning April 1, 2018 through March 31, 2019. You are hereby requested to concur with renewing this contract at the existing price, terms and conditions by signing below and returning this form via email or to fax number (804) 717-6378 on or before February 20, 2018.

Concur:


GovDeals, Inc.

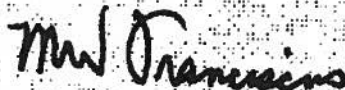
Please inform your insurance agent to continue forwarding insurance certificates to the County.

The attached Certification of Subcontractor/Supplier Activity Form is required for you to furnish data regarding subcontractors and suppliers with which you have contracted to provide the goods and services required to fulfill obligations under this contract for the previous contract term. This certification form must be completed and returned prior to completion of the renewal process. If no Minority-Owned Businesses (MOB), Women-Owned Businesses (WOB), and Chesterfield Businesses (CB) subcontractors/suppliers were utilized in the performance of this contract, please check the statement shown below.

I utilized no MOB, WOB or CB subcontractors/suppliers in the performance of this contract: (2)

Thank you for your prompt attention to this request.

Sincerely,



Martin W. Franciscus, CPPB
Principal Contract Officer

CHESTERFIELD COUNTY PURCHASING DEPARTMENT
CONTRACT PRICING/INFORMATION SHEET

GovDeals, Inc.
Attn: Roger Gravely, President
100 Capitol Commerce Blvd., Suite 100
Montgomery, AL 36117

Telephone: 334-387-2411
Fax: 334-387-0519
Contact: Mike Berry, 540-406-7104
Email: jstuart@govdeals.com
Terms: Net
F.O.B.: Chesterfield County
Response: As Required

CONTRACT SUBJECT: Internet Auction Services
PRODUCT CODE: 962-09
CONTRACT PERIOD: April 1, 2018 through March 31, 2019
(Third of Five Terms)
CONTRACT NUMBER: 16-1366

PURPOSE

This contract is for Internet Auction Services for the sale of surplus materials for Chesterfield County and Chesterfield County Public Schools (County).

FEE SCHEDULE

The contractor shall provide all services at a zero percent (0%) charge to the County. The contractor shall add a 12.5% buyer's premium to all sales which shall be the total compensatory fee to the Contractor.

SCOPE OF WORK/SPECIFICATIONS

- A. At a minimum, the Contractor shall provide the following services. The Contractor shall:
1. Provide a designated/dedicated account representative that will travel to various County sites and record a breakdown of items to be sold, take all pictures, prepare complete descriptions of all items and vehicles and post all items on the contractor's web site for sale.

Provide a trained and experienced representative to train designated County staff in the use of their online system. The training should include the entire sale cycle from beginning to end and include all web site features, reports and site navigation, etc. The contractor's representative shall have a toll free telephone number and be available via email
 2. Post all items on the web site with a ten (10) day sale time.
 3. Receive all bids and notify all buyers of their awarded items.
 4. Receive all monies from buyers, deduct the Contractor's commission and remit the balance to the County once per month for all items sold during the month.

**Provide a summary sheet with all checks outlining the following for all vehicles sold:
Make, Model, Year, VIN # and Net sale price**

- 5. Notify the County via email of all sales at the time of the sale, to include, name/number of item, description, sale price, buyers name and address.**
- 6. Prominently advertise all County materials informing bidders/buyers that the County shall not provide any shipping with the possible exception of designated "Toughbook" laptop computers. All items bought except "Toughbook" laptop computers shall be picked up at the County warehouse or other designated location within the designated time and dates to be established by the County. The County shall only provide shipping services if, and only if, the buyer provides a valid UPS or FedEx account number and/or shipping label and agrees to pay for all shipping.**
- 7. Provide administrative access to the Contractor's website to designated County staff in order for staff to monitor all sales and finalize all administrative matters.**
- 8. Provide regular payments for items sold and reports itemizing each item sold on behalf of the County during the month. The report shall include: item sold, lot #, buyer name and address, total sale price, total amount received from the buyer, total amount deducted as contractor's commission and net amount remitted to the County.**
- 9. Provide the attached NOTICE TO BIDDERS for all sale advertisements.**

**Chesterfield County, Virginia
Chesterfield, Virginia
Online Sales – Terms and Conditions**

All bidders and other participants of this auction agree that they have read and fully understand these terms and agree to be bound thereby.

Guaranty Waiver. All property is offered for sale "AS IS, WHERE IS." Chesterfield County, Virginia (Seller) makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. The Buyer is not entitled to any payment for loss of profit or any other money damages – special, direct, indirect, or consequential.

Description Warranty. Seller warrants to the Buyer that the property offered for sale will conform to its description. Any claim for misdescription must be made prior to removal of the property. If Seller confirms that the property does not conform to the description, Seller will keep the property and refund any money paid. The liability of Chesterfield County, Virginia shall not exceed the actual purchase price of the property. Please note that upon removal of the property, all sales are final.

Personal and property risk. Persons attending during exhibition, sale or removal of goods assume all risks of damage of or loss to person and property and specifically release the seller and _____ from liability therefore.

Inspection. Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Bidders must adhere to the inspection dates and times indicated in the item description. See special instructions on each auction page for inspection details.

Consideration of Bid. Chesterfield County, Virginia reserves the right to reject any and all bids and to withdraw from sale any of the items listed.

Buyer's Certificate. Successful bidders will receive a Buyer's Certificate by email from _____.

Buyers Premium. A ___% Buyers Premium will be added to the final selling price of all items in addition to any taxes imposed.

Payment. Payment in full is due not later than 5 business days from the time and date of the Buyers Certificate. Payment must be made electronically through the GovDeals Website. Acceptable forms of payment are:

- PayPal
- Wire Transfer
- Visa
- MasterCard
- American Express
- Discover

PayPal and Credit Card purchases are limited to below \$_____. If the winning bid plus applicable taxes, if any indicated, and the buyer's premium, equals more than \$_____, PayPal and Credit Cards may not be used. If Wire Transfer is chosen, a Wire Transfer Transaction Summary page will provide payment and account information. The Wire Transfer must be completed within 5 days.

Escrow Payment. When the purchase price (of a single item or the aggregate purchase price of multiple items) totals \$5,000 or greater, the Seller may require a down payment from the winning Buyer. This non-refundable fee will be 20% of the total purchase price. When the Seller exercises this option, the Buyer will have 48-hours from the time of issuance of the Buyers Certificate, to comply with this requirement. If Buyer

fails to comply with this requirement within the stated time frame, the Seller can declare Buyer in default, bar them from further bidding and have them removed from the _____ system. If Buyer is in default, Seller may negotiate with next closest bidder, re-list at another auction and/or pursue all legal proceedings. All monies collected in escrow, will be deducted from total monies due at time of final payment.

Removal. All items must be removed within 10 business days from the time and date of issuance of the Buyer's Certificate. Purchases will be released only upon receipt of payment as specified. Successful bidders are responsible for loading and removal and any and all property awarded to them from the place where the property is located as indicated on the website and in the Buyer's Certificate. The Buyer will make all arrangements and perform all work necessary, including packing, loading and transportation of the property. Under no circumstances will Chesterfield County, Virginia assume responsibility for packing, loading or shipping. See special instructions on each auction page for removal details. Buyer agrees that no monies previously paid to the seller will be refunded after Buyer removes property from the seller's premises. A daily storage fee of \$10.00 may be charged for any item not removed within the 10 business days allowed and stated on the Buyer's Certificate.

Vehicle Titles. Seller will issue a title or certificate upon receipt of payment and pickup of the vehicle. Titles may be subject to any restrictions as indicated in the item description on the website. Open titles cannot be issued. Chesterfield County, Virginia will not issue replacement titles.

All vehicle sales are subject all mandates of the Virginia Department of Motor Vehicles definitions on titles for all vehicles, to include "Salvage" and "Non-Repairable". It shall be the sole responsibility of the buyer to be familiar with all VDMV applicable mandates.

Default. Default shall include (1) failure to observe these terms and conditions; (2) failure to make good and timely payment; or (3) failure to remove all items within the specified time. Default may result in termination of the contract and suspension from participation in all future sales until the default has been cured. If the Buyer fails in the performance of their obligations, Seller may exercise such rights and may pursue such remedies as are provided by law. Seller reserves the right to reclaim and resell all items not removed by Buyer by the specified removal date.

Acceptance of Terms and Conditions. By submitting a bid, the bidder agrees that they have read, fully understand and accept these Terms and Conditions of Online Sales, and agree to pay for and remove the property, if the bid is accepted, by the dates and times specified. These Terms and Conditions are displayed at the top of each page of each item listed on _____. Special Instructions appearing on the asset page will override certain sections of the terms and conditions.

State/Local Sales and/or Use Tax. Buyers of all materials other than titled vehicles shall be subject to payment of 5.3% State and/or local sales and/or use tax. Buyers are responsible for contacting the appropriate tax office, completing any forms, and paying any taxes that may be imposed. If the buyer is "tax exempt" they shall be required to contact Chesterfield County at the time of notification of award and shall be required to provide proof of their tax exempt status. Upon receipt of verification of tax exempt status Chesterfield County will remove the tax.

Sales to Employees. Employees of the Chesterfield County, Virginia may bid on the property listed for auction, so long as they do NOT bid while on duty.