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LEGISLATURE FEBRUARY 14, 2024 11:15AM

NIFS ID: CQPR23000002

Capital:

Contract ID #: CQPR23000002

NIFS Entry Date: 11/02/2023

Department: Purchasing

Service: Online Surplus Auction Services

Term: Five year term with an option for one additional three-year renewal

Contract Delayed:

Slip Type: New		
CRP:		
Blanket Resolution:		
Revenue: X	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	No
2) Comptroller Approval Form Attached:	Yes
3) CSEA Agmt. & 32 Compliance Attached:	No
4) Significant Adverse Information Identified? (if yes, attach memo):	No
5) Insurance Required:	Yes

Vendor/Municipality Info:	
Name: Auctions International, Inc. DBA: Auctions International	ID#: 320038079
Main Address: 11167 Big Tree Road East Aurora, NY 14052	
Main Contact: Richard Klisiewicz	
Main Phone: (800) 536-1401	

Department:
Contact Name: Erik Ryan
Address: One West Street, Room 100 Mineola, NY 11501
Phone: (516) 571-4376
Email: eryan2@nassaucountyny.gov

Contract Summary

Purpose: Nassau County requires an online service to auction items 24 hours a day, 7 days a week, 365 days per year. The intent of this contract is to maximize revenue, reduce surplus inventory, increase market presence and bidder base, increase bid prices, and minimize direct and indirect costs. The County anticipates conducting approximately 20 auctions annually, generating annual revenues of approximately \$400,000.

Method of Procurement: RFP- Input from stakeholder departments is necessary to make the most informed choice and desired outcome.

Procurement History: An RFP for a vendor to preform online auction services for the County was issued in June 2023 as the previous contract was expiring. Two responses were received and evaluated by the Selection Committee. The incumbent service provider, Auctions International, Inc., was chosen by the committee due to the strength of their proposal and history of good performance for the County..

Description of General Provisions: The contractor will provide a detailed auction site capable of selling surplus, lost, or

confiscated property online, including vehicles, equipment, supplies, and any other surplus materials in the possession of the County. Once the County has identified assets to be auctioned, the contractor shall travel to County facilities to photograph all goods to be auctioned, record the condition of the goods, and work with County personnel to make all necessary preparations for auctioning items on the contractor's website including establishing minimum and target prices. The County and the vendor shall agree on the beginning and closing auction dates, and the vendor shall post any minimum bid requirements. The vendor shall provide all required program administration functions including, but not limited to, posting of auctions, marketing auctions, invoicing, receiving payment from bidders, blocking bidders, remitting payments, and providing periodic account statements. The contractor will partner with various County departments to identify and post for auction all goods selected by the County to be sold. Following an auction, the County shall make the final determination regarding whether to accept or decline each potential sale.

Impact on Funding / Price Analysis: The County anticipates conducting approximately 20 auctions annually, generating annual revenues of approximately \$400,000.

Change in Contract from Prior Procurement: This contract retains the same terms and conditions of the previous contract.

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
GEN	10	1100	DE	PRGEN1100	DE500	PRGEN1100 DE500	01	\$0.01
						TOTAL	\$0.01	

Additional Info	
Blanket Encumbrance	
Transaction	
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	X
County	\$0.01
Federal	\$0.00
State	\$0.00
Capital	\$0.00
Other	\$0.00
Total	\$0.01

Routing Slip

Department			
NIFS Entry	Allison Malhame	11/03/2023 03:30PM	Approved
NIFS Final Approval	Melissa Gallucci	11/10/2023 10:27AM	Approved
Final Approval	Erik Ryan	12/08/2023 11:53AM	Approved
County Attorney			
Approval as to Form	Salvatore Spezio	12/11/2023 11:18AM	Approved
RE & Insurance Verification	Grady Farnan	12/08/2023 12:03PM	Approved
NIFS Approval	Mary Nori	12/14/2023 12:23PM	Approved
Final Approval	Mary Nori	12/14/2023 12:23PM	Approved
OMB			
NIFS Approval	Elizabeth Valerio	12/08/2023 11:55AM	Approved
NIFA Approval	Irfan Qureshi	12/12/2023 11:49AM	Approved
Final Approval	Irfan Qureshi	12/12/2023 11:49AM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	12/15/2023 01:39PM	Approved
DCE Compliance Approval	Robert Cleary	01/26/2024 05:26PM	Approved
Vertical DCE Approval	Arthur Walsh	02/11/2024 10:20AM	Approved
Final Approval	Arthur Walsh	02/11/2024 10:20AM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	02/14/2024 11:10AM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending

Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF SHARED SERVICES, AND AUCTIONS INTERNATIONAL, INC.

WHEREAS, the County has negotiated a personal services agreement with Auctions International, Inc. to perform online auction services, a copy of which is on file with the Clerk of the Legislature; NOW, THEREFORE, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Auctions International, Inc.

CONTRACT FOR SERVICES

THIS AGREEMENT, made as of the date this agreement is last executed by the County (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between

- (i) **Nassau County**, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Shared Services, having its principal office at One West Street, Room 100 Mineola, NY 11501 (the "Department"),
- and -
- (ii) **Auctions International, Inc**, having its principal address at 11167 Big Tree Road, East Aurora, NY 14052 (the "Contractor").

W I T N E S S E T H:

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; RFP# PR0628-2341 for online surplus auction services; and

WHEREAS, the Contractor desires to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. **Term.**

This Agreement shall commence upon execution and shall terminate after five (5) years, unless sooner terminated as provided for herein. The Department may, in its sole discretion, renew the term of this Agreement, on the below agreed upon terms and conditions, for one (1) additional three (3) year period (the "Renewal Term"), for a possible total term of eight (8) years, subject to the County's right of early termination as provided in the contract. The decision to renew the contract(s) will be at the sole discretion of the Department.

2. **Services.**

The services and scope of work to be provided by the Contractor under this Agreement shall consist of Online Auction Services per the terms of the Nassau County Request For Proposals: Online Surplus Auction Services (RFP #PR0628-2341), and the Contractor's proposal (the "Services")

The intent of this contract is to maximize revenue, reduce surplus inventory, increase market presence and bidder base, increase bid prices, and minimize direct and indirect costs. The contractor will provide a detailed auction site capable of selling surplus, lost, or confiscated property online, including vehicles, equipment, supplies, and any other surplus materials in the possession of the County. Once the County has identified assets to be auctioned, the contractor shall travel to County facilities to photograph all goods to be auctioned, record the condition of the goods, and work with County personnel to make all necessary preparations for auctioning items on the contractor's website including establishing minimum and target prices. The County and the vendor shall agree on the beginning and closing auction dates, and the vendor shall post

any minimum bid requirements. The vendor shall provide all required program administration functions including, but not limited to, posting of auctions, marketing auctions, invoicing, receiving payment from bidders, blocking bidders, remitting payments, and providing periodic account statements. The contractor will partner with various County departments to identify and post for auction all goods selected by the County to be sold. Following an auction, the County shall make the final determination regarding whether to accept or decline each potential sale.

Renewal Services: Services to be provided during the renewal period shall be based on the results of the initial contract period services and current needs of the County.

3. Payment.

- (a) Amount of Consideration. Pursuant to the Contractor's proposal attached hereto as Exhibit 2, no payment shall be made to the Contractor by the County. The Contractor shall collect a percentage fee of the overall purchase value from each winning auction bidder pursuant to the schedule and terms presented in the Contractor's proposal.

4. Independent Contractor.

The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractors (a "Contractors Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default.

The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, Contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance With Law.

- (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all 2 statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

- (b) Records Access.

The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor shall require all Contractor Agents, Contractor subcontractors, and their respective employees (including Contractor's own employees) to execute a confidentiality agreement, attached hereto as Exhibit A (the "Confidentiality Agreement"), prior to commencing Services under this Agreement. The Contractor shall provide the executed Confidentiality Agreements to the Department prior to the Contractor

Agent or subcontractor commencing Services. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(i) The Contractor further acknowledges that to extent this Agreement is subject to approval by the County Legislature, the Agreement, together with any other forms and Contractor disclosures that make up the contract package that is submitted for County approvals (the "Contract Package"), will be posted on the County website. If the Contractor believes that the Contract Package contains information that is excepted from FOIL, such as information of a personal or private nature, the Contractor may submit a duplicate redacted Contract Package for the County's consideration. If the redactions are acceptable to the County, the County will post the redacted Contract Package to the County website. Failure of the Contractor to submit a redacted Contract Package shall be deemed Contractor's consent to the posting of the un-redacted Contract Package to the County website.

(c) Prohibition of Gifts.

In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(d) Disclosure of Conflicts of Interest.

In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(e) Nassau County Living Wage Law.

Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended.
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate

this Agreement as well as exercise any other rights available to the County under applicable law.

- (iii) On a yearly basis, Contractor shall provide the County with any material changes to its Certificate of Compliance, attached to this Agreement as Appendix L.

(f) Vendor Code of Ethics.

By executing this Agreement, the Contractor hereby certifies and covenants that:

- (i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
- (ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
- (iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
- (iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
- (v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and
- (vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

7. Minimum Service Standards.

Regardless of whether required by Law:

- (a) The Contractor shall conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.
- (b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates.
- (c) The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, permits, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Right to Works/Ownership of Work Product/Copyright.

- (a) Contractor retains all right, title and interest, including all copyrights, patent rights and trade secret rights, in any Contractor property or works. Contractor hereby grants to County a non-exclusive, irrevocable, non-transferable, royalty-free, perpetual internal use license to use such Contractor Works. As used in this Agreement, the term "Contractor Works" means any of the following: (i) any software program, algorithm, process, methodology, documentation, report, data, flow diagram, document, or other material owned, generated, or distributed by Contractor prior to or separately from this Agreement; or (ii) any tools or utilities developed by or on behalf of Contractor or used by Contractor.
- (b) The County retains sole ownership and all right, title, and interest in and to any reports,

documents data, photographs, deliverables, and/ or other materials provided by the County ("County Works") to the Contractor for services under this Agreement. Contractor will use County Works in accordance with this Agreement.

- (c) Any reports, documents, data, photographs, deliverables, and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items produced pursuant to this Agreement, shall upon their creation become the exclusive property of the County.
- (d) Any reports, documents, data, photographs, deliverables, and/or other materials provided pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" pursuant to Section 101 Of the United States Copyright Act, 17 U.S.C. § 101, and the County shall be the copyright owner thereof and of all aspects, elements, and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Contractor hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the County, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Copyrightable Materials. The Copyrightable Materials shall be used by the Contractor for no purpose other than in the performance of this Agreement without the prior written permission of the County. The County may grant the Contractor a license to use the Copyrightable Materials on such terms as determined by the County and set forth in the license.
- (e) The Contractor acknowledges that the County may, in its sole discretion, register copyright in the Copyrightable Materials with the United States Copyright Office or any other government agency authorized to grant copyright registrations. The Contractor shall cooperate in this effort and agrees to provide any and all documentation necessary to accomplish this.
- (f) The Contractor represents and warrants that the Copyrightable Materials: (i) are wholly original material not published elsewhere (except for material that is in the public domain; (ii) do not violate any copyright law; (iii) do not constitute defamation or invasion of the right of privacy or publicity; and (iv) are not an infringement, of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Contractor has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement.

9. **Confidentiality.**

- (a) The Contractor agrees to hold confidential, both during and after the completion or termination of this Agreement, all of the reports, information, or data, furnished to or prepared, assembled or used by, the Contractor under this Agreement ("Confidential Information"). The Contractor agrees to maintain the confidentiality of such Confidential Information by using a reasonable degree of care and using at least the same degree of care that the Contractor uses to preserve the confidentiality of its own confidential information. The Contractor agrees that Confidential Information shall not be made available to any person or entity without the prior written approval of the County.
- (b) Required Disclosure: Notwithstanding any inconsistent provision in this Agreement, Contractor shall not be liable for disclosure of Confidential Information to the extent disclosure is required by virtue of court order, subpoena, other validly issued administrative or judicial notice or order, or pursuant to applicable law ("Required Disclosure"); provided that, in such event Contractor has given the County prompt notice in writing or by email of Required Disclosure;
- (c) If applicable, Vendor and/or vendors employees/agents agree to execute the attached Non-Disclosure Agreement ("NDA") and/or Confidentiality Agreement.

- (d) The provisions of this Section shall survive termination of the Agreement.

10. **Indemnification; Defense; Cooperation.**

- (a) Contractor shall be responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, agents, volunteers and representatives (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.
- (b) The Contractor shall, at the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or legal proceedings which may be brought or instituted against one or more Indemnified Parties, on any such claim, demand or cause of action in connection with this Agreement and Contractor shall pay and satisfy any judgment or decree which may be rendered against the indemnified Parties in any suite, action or other legal proceeding; and Contractor shall pay for any and all damages to the property of the Indemnified Parties, for loss or theft of such property, done or caused by the Contractor.
- (d) The Contractor shall, and shall cause all of Contractor's Agent(s) to cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or the Contractor's Agent(s) in connection with this Agreement.
- e) The provisions of this Section shall survive the termination of this Agreement.

11. **Insurance.**

- (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" its officials, employees, volunteers, agents, volunteers and representatives as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify. A waiver of subrogation is granted in favor of the County of Nassau.
- (b) **Acceptability; Deductibles; Subcontractors.** All insurance obtained and maintained by the Contractors pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State maintains an A.M. Best rating of at least A- and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in

connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

- (c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

12. Assignment; Amendment; Waiver; Subcontracting.

- (a) This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.
- (b) The Contractor is and shall remain primarily liable for the successful completion of all Services in accordance with this Agreement. Nothing in this Agreement or otherwise shall create any contractual relationship between the County and the Contractor's subcontractors. The Contractor agrees to be fully responsible to the County for the acts and omissions of its subcontractors. The Contractor's obligation to pay its subcontractors is an independent obligation from the County's obligation to make payments to the Contractor. Therefore, the County shall have no obligation to pay or to enforce the payment of any moneys to any Contractor subcontractors.
- (c) The Contractor shall ensure that their subcontractors shall not further subcontract, or otherwise engage an independent contractor or agent to provide any Services under this Agreement without the prior written consent of the County Executive.

13. Termination.

- (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.
- (b) As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(c) By the Contractor: This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(d) Contractor Assistance Upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

14. **Accounting Procedures; Records.**

The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, the County Inspector General, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

15. **Limitations on Actions and Special Proceedings Against the County.**

No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

- (a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary 6 moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.
- (b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement,

and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

16. Work Performance Liability.

The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

17. Consent to Jurisdiction and Venue; Governing Law.

Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

18. Notices.

Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be:

- (a) in writing,
- (b) delivered or sent
 - (i) by hand delivery, evidenced by a signed, dated receipt,
 - (ii) postage prepaid via certified mail, return receipt requested, or
 - (iii) overnight delivery via a nationally recognized courier service,
- (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and
- (d) (i) if to the Department, to the attention of the Commissioner at the address specified above for the Department,
 - (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County,
 - (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and
 - (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

19. All Legal Provisions Deemed Included; Severability; Supremacy.

- (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.
- (b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

- (c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.
- (d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

20. Section and Other Headings.

The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

21. Administrative Service Charge.

The Contractor agrees to pay the County an administrative service charge for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Numbers 201-2001, 128-2006, and 153-2018. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement in accordance with the following schedule:

Value of Contract	Administrative Fee
\$0-\$10,000	\$0
Over \$10,000-\$50,000	\$160
Over \$50,000-\$100,000	\$266
Over \$100,000	\$533

22. Executory Clause.

Notwithstanding any other provision of this Agreement:

- (a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).
- (b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

23. Entire Agreement.

This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

24. Counterpart Execution.

This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed an original Agreement for all purposes; provided that no Party shall be bound to this Agreement unless and until all Parties have executed a counterpart. Delivery of a copy of a counterpart by facsimile or email by one Party to the other Party shall be deemed to be delivery of an original by that Party.

25. **Participation By Political Subdivisions.**

The successful vendor agrees that all political subdivisions of Nassau County and/or New York State and all other entities authorized by law to make such purchases may participate in any award under this bid. These Entities shall accept full responsibility for any payments due the successful bidder for their purchases hereunder.

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

AUCTIONS INTERNATIONAL, INC.

By: 

Name: Richard J. KLISIEWICZ, III

Title: OPERATIONS MANAGER

Date: 10/30/2023

NASSAU COUNTY

By: _____

Name: _____

Title:

_____, County Executive
(or) _____, Chief Deputy County Executive
(or) _____, Deputy County Executive

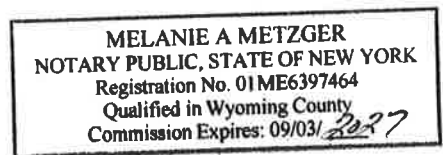
Date: _____

STATE OF NEW YORK)

COUNTY OF Wyoming)ss.:

On the 30th day of October in the year 2023 before me personally came R. K. Kiziewicz, III to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Erie; that he or she is the Operations Manager of Auctions International, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.


NOTARY PUBLIC



STATE OF NEW YORK)

COUNTY OF NASSAU)ss.:

On the _____ day of _____ in the year _____ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is the _____ of _____, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

APPENDIX A
ENGAGEMENT DELIVERABLES AND ASSUMPTIONS

Item	Unit Cost	Estimated Quantity	Total Cost
Flat fee per auction lot (nonvehicular)	\$ 0	100	\$ 0
Flat fee per vehicle	\$ 0	250	\$ 0
Total Cost			\$ 0

Proposed bid mark-up to be charged to the winning bidder: 10 %

Optional buyer payment methods:

Credit Card payment option: Additional 4% fee (in addition to buyer's premium)

Wire transfer payment option: \$15 per each occurrence

- Estimated annual bidder revenue from mark-up (multiply above percentage by \$400,000):

\$ 40,000

Appendix EE
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

- a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgrades, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgrading, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.
- b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.
- e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.
- f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.
- g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.
- h) At any time after Subcontractor approval has been requested and prior to being granted, the

contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

- i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.
- j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.
- k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.
- l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:
 - a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
 - b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
 - c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").
- (m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by

the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term “Best Efforts Checklist” shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term “County Contract” shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term “County Contract” does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term “County Contractor” means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term “County Contractor” shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE “Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises” shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited

M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods

but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), Counsel hereby certifies the following:

1. The chief executive officer of Contractor is:

Russ J. Scherrel (Name)

11167 Big Tree Rd, E. Aurora, NY 14050 (Address)

(800) 536-1401 x127 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ has ☒ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has ☒ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a

proceeding, action, or investigation has been commenced, describe below:

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

10/30/2023
Dated

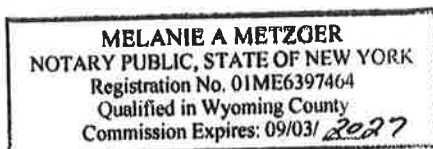

Signature of Chief Executive Officer

Russ J Scherrer
Name of Chief Executive Officer

Sworn to before me this

30th day of October, 2023


Notary Public





AUCTIONS INTERNATIONAL, INC.

11167 BIG TREE ROAD, EAST AURORA, NY 14052

Phone: (800) 536-1401 Fax: (800) 569-3334

www.AuctionsInternational.com

August 2, 2023

To whom it may concern:

I, Russ J. Scherrer, the sole owner and 100% shareholder of the Auctions International Corporation hereby allow and give the following authority to execute and engage in agreements, proposals, and solicitation responses on behalf of the Corporation. All should be in the best interest of the Corporation, conform to all local, State and Federal laws and shall not in any ways take away from the overall Mission and Vision of the Auctions International Corporation.

Richard John "RJ" Klisiewicz III- Operations Manager

Email: rich@auctionsinternational.com

Phone: (716) 656-1400 x110. | (800) 536-1401 x110

Fax: (716) 656-1438 | (800) 569-3334

Respectfully,

Russ J. Scherrer, President/Owner

Witnessed/Accepted by:

Richard J. Klisiewicz III, on the 2 day of August in the year of 2023

Notary:



Exhibit 1

Nassau County Department of Shared Services
Bruce Blakeman - County Executive
Melissa Gallucci – Commissioner of Shared Services

REQUEST FOR PROPOSALS

Online Surplus Auction Services

RFP# PR0628-2341

Issue Date: June 28, 2023

Nassau County
Long Island, New York



TABLE OF CONTENTS

This RFP contains the following sections:

- A. Introduction
- B. Anticipated Proposal Schedule
- C. Scope of Services
- D. Contract Term
- E. Mandatory Proposal Response Requirements
- F. Proposal Submission Instructions
- G. Proposal Evaluation Criteria
- H. General Information
- I. General Conditions for Proposers
- J. Additional Demonstrative Materials
- K. Award of Contract
- L. Protest Policy

Appendices:

Appendix A – Cost Proposal

Appendix B – Program Description and Staffing

Appendix E – Standard Clauses for Nassau County Contracts

Appendix EE – Equal Opportunities for Minorities and Women

Appendix L – Living Wage Law Certificate of Compliance

Appendix F - Vendor Code of Ethics

Request for Proposal (RFP)

A. Introduction

Nassau County, New York (the “County”) is currently seeking proposals from qualified individuals and entities authorized to do business in the State of New York, to provide online auction services for surplus goods, vehicles, materials, and supplies. The purpose of the RFP is to provide Nassau County with proposals and recommendations for online auction and related services to auction surplus items for all Nassau County departments. The selected vendor(s) shall visit County properties; document items proposed for auction; propose estimated minimum values and target prices; advertise and solicit online auctions; collect receipts; remit payment to the County; document chain of custody as appropriate; report all contract activities and financial transactions; reconcile purchaser issues including payment concerns; and provide online access to County staff for monitoring, reporting, and audit functions. The intent of the contract(s) will be to maximize revenue for the County and reduce on-hand surplus inventory.

Nassau County is committed to a policy of equal opportunity and does not discriminate against vendors on the basis of age, sex, sexual orientation, race, color, creed, religion, ethnicity, national origin, disability, marital status, familial status, veteran status or any other basis protected under federal, state, and local laws, regulations, and ordinances.

B. Anticipated Proposal Schedule

RFP Issue Date	June 28, 2023
Written Questions Due	July 7, 2023, 4:00 PM
Proposal Due Date	July 24, 2023, 4:00 PM
Oral Presentation, if necessary	To be Determined
Award Date	To be Determined

Dates indicated above are subject to change at the sole discretion of the County.

THE PROPOSER SHOULD PROVIDE A PROPOSAL IN APPENDIX B WHICH MEETS THE SCOPE REQUIREMENTS SET FORTH BELOW. THE COUNTY WILL REVIEW SINGLE OR MULTIPLE PROPOSALS FROM AN INDIVIDUAL OR ENTITY.

C. Scope of Services

The Scope of Services (“Scope”) outlined below has been established for the purpose of achieving and implementing program goals and objectives described in this document. Although the Scope is intended to serve as a reference in the preparation of the proposal, forthcoming proposals may offer additional services which support the goals of this job title and compensation review and analysis.

Nassau County requires an online service to auction items 24 hours a day, 7 days a week, 365 days per year. The intent of this contract is to maximize revenue, reduce surplus inventory, increase market presence and bidder base, increase bid prices, and minimize direct and indirect costs. The County anticipates conducting approximately 20 auctions annually, generating annual revenues of approximately \$400,000.

The vendor must provide a detailed auction site capable of selling surplus, lost, or confiscated property online, including vehicles, equipment, supplies, and any other surplus materials in the possession of the County. Once the County has identified assets to be auctioned, the contractor shall travel to County facilities to photograph all goods to be auctioned, record the condition of the goods, and work with

County personnel to make all necessary preparations for auctioning items on the contractor's website including establishing minimum and target prices. The County and the vendor shall agree on the beginning and closing auction dates, and the vendor shall post any minimum bid requirements. The vendor shall provide all required program administration functions including, but not limited to, posting of auctions, marketing auctions, invoicing, receiving payment from bidders, blocking bidders, remitting payments, and providing periodic account statements.

The selected vendor shall partner with various County departments to identify and post for auction all goods selected by the County to be sold. Following an auction, the County shall make the final determination regarding whether to accept or decline each potential sale. The vendor shall not be paid for any services related to any item evaluated and/or put up for auction unless and until the item sale is accepted by the County. The vendor shall have an inventory tracking system and shall produce periodic reports detailing all vendor auction activities under the contract. The inventory tracking system must provide a full audit trail and be accessible by County personnel to review ongoing activities, run reports, and perform audits. The vendor's website is to be user-friendly and provide notifications to bidders of auctions and awards.

At this time the County anticipates that all items to be auctioned will be stored on County property until they are sold and retrieved by the purchaser. However, in case the County in the future should choose to have the vendor retrieve goods and store them for future auction, the vendor shall describe the proposed processes, location(s), capacity, and any applicable fees related to providing these services.

Payment: The vendor shall provide payment to the County of auction proceeds minus fees and taxes with an itemized report of all fees and taxes paid. Vendor shall submit payment to the County within three business days of sale.

The vendor must demonstrate a minimum of three years of experience performing online auction services of similar scope as those required in this solicitation. The vendor shall provide a dedicated Project Manager who will serve as the County's point of contact for all online auction activities.

Please note that the awarded vendor and all employees of the vendor are prohibited from participating in any online auction of Nassau County surplus goods that is hosted by the awardee.

D. Contract Term

It is the intent to award a contract for a five (5) year period with the option to renew for an additional three (3) year period, for a possible total term of eight (8) years, subject to the County's right of early termination as provided in the contract. The decision to renew the contract(s) will be at the sole discretion of the County.

E. Mandatory Proposal Response Requirements

All proposals must state the period for which the proposal shall remain in effect (i.e., how much time does the County have to accept or reject the proposal under the terms proposed). Such period shall not be less than 180 (one hundred eighty) days from the proposal date.

All Proposals must contain the following:

1. Cost Proposal as described in Appendix A.
2. Proposed approach to the Scope of Work as described in Appendix B containing the proposer's Proposal.
3. On or before the RFP Proposal Due Date, the proposer is required to submit the following

disclosure forms (the "Disclosure Forms"), which should be submitted in the Nassau County Vendor Portal at:

<https://apex5.nassaucountyny.gov/ords/f?p=312>

- a. A duly completed and verified Business History Form, together with a current certified or verified financial statement and/or other commercially reliable written evidence of the proposer's credit, financial standing and capacity to perform in accordance with the terms of the Contract.
- b. All officers, and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer shall complete and verify the Principal Questionnaire Form.
- c. The County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form.
- d. Additionally, if the proposer utilizes the services of any individual or organization for the purposes of conducting lobbying activities and is awarded the Contract, the successful proposer will be required to provide a copy of the Lobbyist Registration and Disclosure Form, completed and verified by that individual/organization.

PLEASE NOTE:

- If a proposer has previously submitted the Disclosure Forms in the Nassau County Vendor Portal, the proposer must ensure that the forms on file in the Portal are current, accurate, and have been recertified within three (3) months prior to the RFP Proposal Due Date. The Proposer must also ensure that their response to question 7, and its subparts, on the Consultant's, Contractor's, and Vendor's Disclosure Form is provided in relation to the specific solicitation under consideration.
4. Living Wage Law Certificate of Compliance, attached as Appendix L.
 5. The Proposer's Exceptions to the RFP Requirements, if any.
 6. All submissions must be signed on the designated signature line by an officer or authorized agent of the proposing party.
 7. Additional information that you believe pertinent to the County's requirements.
 8. Statement proposer has registered with the County as a vendor.

F. Proposal Submission Instructions

Each proposal shall be prepared simply and economically avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete, accurate, and reliable presentation. For ease of review, the proposals must follow the outline in the section of this Request For Proposal ("RFP") titled **Mandatory Proposal Response Requirements**. Each response should be clearly numbered and the full question listed.

The proposals must be signed by an individual who is authorized to bind the proposer to all commitments made in the proposal.

Both hard copy and electronic versions of the proposal are due no later than **4:00 p.m. EST on July 24, 2023**. The **original and six (6) copies of the proposal**, together with all attachments, must be submitted to the County in a sealed opaque envelope no later than **4:00 p.m. EST on July 24, 2023**. An **electronic version** of the proposal and all attachments in PDF format must be submitted no later

than **4:00 p.m. EST on July 24, 2023** through the “Nassau Shares” application. Each Proposer submitting an electronic version is to submit the name, title, and email address of an individual from the proposing entity that will be the point of contact for communications with Nassau County. Contact information for the designated “Nassau Shares” user is to be emailed to Shared Services Program Coordinator Erik Ryan at eryan2@nassaucountyny.gov no later than one week before the proposal due date. This individual will be sent a link to create an account in the “Nassau Shares” application that will allow them to upload an electronic version of the proposal, including all attachments in PDF format. Electronic submissions are required in addition to physical hard copies and will not be accepted in lieu of a physical submission.

No email, telegraphic, or facsimile proposals will be accepted. Any late proposals will be returned unopened. **Proposals received after the above date and time will not be considered.** The County is under no obligation to return proposals.

It is each Proposer’s responsibility to carefully review all the requirements of this RFP, including the scope of work, the specifications and terms and conditions. It is further the proposer’s responsibility to ask questions, request clarifications, or otherwise advise the County if any language, specifications or requirements of this RFP appear to be ambiguous, contradictory, or to inadvertently restrict or limit the vendors that could meet the requirements of this RFP to a single source.

If a proposer takes exception to any requirement of this RFP, the Proposer must clearly set forth the exception in its proposal, referencing the affected RFP section, paragraph and page. The Proposer must set forth the reason(s) for the exception and indicate what (if any) alternative is being offered by the Proposer. The County shall determine (in its sole discretion) the acceptability of any proposed exception(s). Where the County rejects a proposed exception, the County may offer the vendor an opportunity to withdraw its exception and propose an alternative. However, even where the County does not reject a proposed exception to the RFP prior to the issuance of a Notice of Intent to Award to a Proposer, the County reserves the right to negotiate with the Proposer regarding any such exceptions. Regardless of whether or not the County rejects proposed exceptions to the RFP, such exceptions will be considered by the County in evaluating the completeness and adequacy of the proposal. Proposers shall be deemed to have accepted all requirements of this RFP to which they have not specifically and clearly stated an exception in their proposal.

The County is under no obligation to respond to any question, inquiry or assertion that it has not received in writing. Violation of these provisions may result in immediate disqualification. Proposers will submit all proposals and direct all responses, questions, and any other communications to the following authorized contact person:

Erik Ryan
Program Coordinator
Nassau County Department of Shared Services
One West Street, Room 100
Mineola, New York 11501
Telephone: (516) 571-4376
Eryan2@nassaucountyny.gov

No contact with any other County personnel other than the authorized contact person is allowed until such times as an award (or awards) has (have) been made.

G. Contract Proposal Evaluation Criteria

Proposal elements, as described above, will be reviewed and evaluated for completeness and responsiveness according to pre-determined standards and selection criteria. Proposals will be deemed responsive only if the Vendor responds to and meets all of the requirements of this RFP. Vendors may be invited for interviews to discuss project requirements and proposal elements in more detail should the selection committee request such. The County reserves the right to award all or any part of this project, and to waive any technical irregularities or omissions, or to cancel this RFP and solicit new proposals if, in the County's sole judgment, the best interests of the County will be served. The selection committee will evaluate each proposal and use the following for scoring each submission:

Contract Requirements and Proposed Solution 30%

Overall responsiveness of the proposal;
Demonstration of a clear understanding of the requirements portion of the RFP;
Clear description of the scope of work needed to satisfy the defined RFP requirements,
Acceptability and efficacy of proposed analysis, management and implementation methods and procedures and supporting systems for ongoing project management and implementation support, description of recommendations and alternative approaches that the County might use to improve its management process including rationale for the recommendations or alternative approaches.

Vendor Profile: Organization, Capacity, Staffing, Resumes 20%

Complete substantiation of the organizational structure and capacity to provide and support the proposed services defined in Section 1, Number 2, Scope of Services, resumes of the proposed personnel (quality / demonstrated skills of proposed personnel); clear description of potential resource utilization methods and approach.

Related Experience 20%

Prior public sector experience, project management and implementation qualifications and related experiences of the Vendor including references, organizational and technical capacity, and outcome/results of services provided to other similar clients of similar size; comprehensive description of why the Vendor can perform the tasks defined in the RFP.

Cost of Overall Project 30%

Total cost to the County.

The County will consider any other relevant factors as determined by the selection committee.

H. General Information

1. **Incurring Cost.** The County shall not be liable for any costs incurred in the preparation and production of a proposal in response to this RFP or for any work performed prior to the issuance of a contract.
2. **Rejection of Proposals.** This RFP does not commit the County to award a contract, or to procure, or to contract for services or supplies. Notwithstanding any other provisions of this RFP, the County reserves the right to award this contract to the vendor(s) that best meet the

requirements of the RFP, and not necessarily to the lowest proposer. The County reserves the right to accept or reject any or all proposals received as a result of this request; to negotiate with all qualified sources; or to cancel in part or in its entirety this RFP if it is in the interests of the County to so do.

The County may require the Proposer selected to participate in negotiation and to submit any price, technical, or other revisions, or their proposals as may result from negotiations.

3. **Addenda to Request for Proposals.** Amendments to this RFP may be necessary prior to the closing date and will be furnished by mail to all prospective Proposers who have requested these materials.
4. **Contract Negotiations.** The County intends to enter into contract negotiations with the firm or firms selected by the RFP Evaluation Committee, who shall be required to enter into a written contract with the County in a form approved by legal counsel for the County. The contract usually includes, without limitation, the standard clauses set forth in Appendix "E" attached hereto. This RFP and the proposal, or any part thereof, may be incorporated into and made a part of the contract. The contract may contain provisions not contained herein.

The County reserves the right to negotiate the terms and conditions of the contract with the selected proposer(s), if any. These negotiations could include all aspects of services and fees. Neither the selection of a vendor nor the negotiation of the contract with such vendor(s) shall constitute the County's acceptance of the proposal or a binding commitment on behalf of the County to enter into a contract with such vendor(s), as any binding arrangement must be set forth in the contract signed by both parties and is subject to all requisite approvals.

5. **Additional Information.** The County may award a contract based upon offers received without discussion of such offers with the Proposers. Each offer, therefore, should be submitted in the most favorable terms that the Proposers can offer the County from a price and technical standpoint. However, the County reserves the right to request additional data or oral discussions or presentations in support of written proposals from any and all of the Proposers. In addition, the County reserves the right to make on-site visits to the Proposer's place of business to assess and/or evaluate Proposer's qualifications.
6. **Disclosure of proposal contents.** The County will withhold proposals submitted under this RFP from disclosure, unless otherwise required by law, including, but not limited to, the Freedom of Information Law ("FOIL"). Proposers shall indicate in their proposals any information they submit that they feel is exempted from disclosure under FOIL. In the event that the County determines that information is required by applicable law to be disclosed, the County will endeavor to notify the Proposer in advance of such disclosure to enable the Proposer to take such action as it deems appropriate. Copies of executed contracts are not exempt from FOIL.
7. **Independent Price Determination:** By submission of its offer, the Proposers certify (and in the case of a joint offer, each party thereto certifies as to its own organization) that, in connection with procurement:
 - A. The prices in this offer have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matters relating to such prices with any other proposer or competitor; and
 - B. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Proposers prior to award, directly or indirectly, to any other Proposer or competitor; and
 - C. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition; and

- D. No elected or appointed official or employee of the County shall benefit financially or materially from this contract. The County may terminate this contract if gratuities were offered or given by the Proposer or their agency to any such official or employee.
8. **Ownership of Information:** All materials submitted in response to this Request for Proposals will become the property of the County.
9. **Examination of Records:** In submitting a proposal, the successful Proposer agrees that the County shall have access to and the right to examine directly all pertinent documents, papers and records of the Proposer and/or any sub-proposer as related to any contract and/or subcontract resulting from this RFP until six (6) years after final payment has been made pursuant to any contract awarded as a result of the County's acceptance of proposal.
10. **Subcontracting:** The Proposer will be responsible for the entire contract performance. The Proposer must indicate in the RFP if it intends to use a sub-contractor for any part of the work. If so, the Proposer shall identify each sub-contractor by name, business address and expertise, and must include the name(s) of the principal(s) of the subcontracting entity. A full description of the tasks to be performed by the sub-contractor must be included. The Proposer will not be permitted to subcontract any part of the contract or any of the rights and obligations thereunder without the prior written approval of the County.
11. **Negotiated Changes:** In the event that negotiated changes occur after the awarding of the contract, the same pricing policies called for in the original contract will remain in effect.
12. **Disclaimer:** The County and its respective officers, directors, agents, members and employees make no representation or warranty and assume no responsibility for the accuracy of the information set forth in this RFP. Further, the County does not warrant nor make any representations as to the quality, content, accuracy or completeness of the information, text, graphics, links or other facet of this RFP once it has been downloaded or printed from this or any server, and hereby disclaims any liability for technical errors or difficulties of any nature that may arise in connection with the Website on which this RFP is posted, or in connection with any other electronic medium utilized by respondents or potential respondents in connection with or otherwise related to the RFP.
13. **M/WBE, SDVOB and DBE Participation:** The County encourages the participation of certified Service-Disabled Veteran-Owned Businesses ("SDVOB"), Minority or Women-Owned Business Enterprises ("M/WBE"), and Disadvantaged Business Enterprises ("DBE") in the RFP process. A Proposer that is certified by New York State or the County as a SDVOB, M/WBE, and/or DBE should include this information in their proposal. For more information regarding the County's SDVOB, M/WBE, or DBE programs, please visit the Nassau County Office of Minority Affairs website.

I. General Conditions for Proposers

1. The Proposers will be required to pay its employees a "living wage" in compliance with Nassau County Local Law No. 1-2006 (the "Living Wage Law"), if applicable, and also to pay the prevailing wage rate as published by the New York State Department of Labor, if applicable, and comply with all applicable New York State Labor Law.
2. Proposer is bound by and shall comply with the terms of Appendix EE to the Standard Clauses for Nassau County Contracts, attached hereto as Appendix E, which are attached hereto and hereby made a part hereof, if the proposers would be considered "county contractors", as defined in those exhibits, if awarded this contract.

3. The contract shall provide that in the event of any material misrepresentation by the Proposer contained in its proposal, County shall have the right to immediately terminate the agreement. It shall also provide that in the event the Proposer or any of its principals are convicted of a felony during the term of the agreement, that the County shall also have the right to terminate the agreement.

J. Additional Demonstrative Materials

Parties are encouraged to provide as much additional material and detail as possible to completely describe and demonstrate the Proposal.

K. Award of Contract

The County shall select a firm by means of a Notice of Award issued by the RFP Evaluation Committee. Neither the selection of a firm nor the issuance of a Notice of Award shall constitute the County's acceptance of the proposal or a binding commitment on behalf of the County to enter into a contract with the firm, as any binding arrangement must be set forth in definitive documentation signed by both parties and shall be subject to all requisite approvals.

L. Protest Policy

As indicated in Section F, all questions or concerns regarding this RFP must be directed to the designated contact person. If a Proposer believes that a concern has not been satisfactorily addressed, it may request a copy of the Vendor Protest Procedure from the designated contact person.

APPENDIX A
COST PROPOSAL

Item	Unit Cost	Estimated Quantity	Total Cost
Flat fee per auction lot (nonvehicular)	\$	100	\$
Flat fee per vehicle	\$	250	\$
Total Cost			\$

Proposed bid mark-up to be charged to the winning bidder: _____%

- Estimated annual bidder revenue from mark-up (multiply above percentage by \$400,000):

\$ _____

The undersigned hereby certifies their compliance with the following:

“NON-COLLUSIVE PROPOSAL CERTIFICATION”

By submission of this Proposal, each proposer and each person signing on behalf of any other proposer certifies, and in the case of a joint Proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

- A. The prices of this Proposal have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor; and
- B. Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and
- C. No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.
- D. The undersigned has carefully examined the Proposal and Contract Documents and agrees to perform this contract and to provide all services, labor, material and equipment necessary for this contract.

SUBMITTED BY: _____

(Signature)

PRINT NAME: _____

DATE: _____

APPENDIX B
PROGRAM DESCRIPTION AND STAFFING

Please provide a complete Proposal, including the following information:

- a. Describe the company's approach to providing the required services.
- b. Describe the company's organizational capacity, resources, and staffing.
- c. Include bios of firm principals as well as staff expected to be assigned to this project.
- d. Detail prior experience performing online auction services.
- e. Detail prior experience with public sector clients of similar size and scope.
- f. Include a detailed cover letter on the firm's letterhead indicating EIN and the name of the parties authorized to discuss and/or enter into negotiations with Nassau County with respect to this proposal.

APPROVED AND SUBMITTED BY: _____

(Signature)

PRINT NAME: _____

DATE: _____

TITLE: _____

APPENDIX E
STANDARD CLAUSES FOR NASSAU COUNTY CONTRACTS

1. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

2. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

3. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement remains the sole property of the County and shall be used and disclosed solely for the purpose of performance and administration of the Agreement or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request

prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(e) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(f) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

- (i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
- (ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
- (iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
- (iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
- (v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and
- (vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

4. Minimum Service Standards. Regardless of whether required by Law:

(a) The Contractor shall, and shall cause Contractor Agents to, conduct its, their activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

5. Indemnification; Defense; Cooperation.

(a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, reasonable attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether taken pursuant to or authorized by this Agreement and regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section and the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

6. Insurance.

(a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per claim, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance, including, without limitation, builder's all risk, if applicable, automobile liability insurance and umbrella liability insurance, as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed or authorized to do business in New York State and acceptable to the County; and (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be

carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the County Attorney's Office. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the County Attorney's Office of the same and deliver to the County Attorney's Office renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

7. Assignment; Amendment; Waiver; Subcontracting.

(a) This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or their duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

8. Work Performance Liability.

The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

9. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate

under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

10. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit and inspection by the County Comptroller, the County Attorney's Office, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

11. Limitations on Actions and Special Proceedings Against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

12. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

13. All Legal Provisions Deemed Included; Severability; Supremacy; Construction.

(a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or

referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) In the event of a conflict between the terms and conditions of the contract, including any and all attachments thereto and amendments thereof, and the terms of this Appendix A, the terms of this Appendix A shall control.

(d) Each party has cooperated in the negotiation and preparation of this Agreement, so if any construction is made of the Agreement it shall not be construed against either party as drafter.

14. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of _____ dollars (\$_____) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Numbers 201-2001, 128-2006, and 153-2018. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

<u>Value of contract:</u>	<u>Administrative fee:</u>
\$0 - \$10,000	\$0
Over \$10,000 - \$50,000	\$160
Over \$50,000 - \$ 100,000	\$266
Over \$100,000	\$533

15. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County and other governmental approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the State and/or federal governments, then beyond funds available to the County from the State and/or federal governments.

Appendix EE

Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

- (g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.
- (h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.
- (i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.
- (j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.
- (k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.
- (l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:
 - a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
 - b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition,

construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blueprints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of

M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.

- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation.
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Contract Appendix L
Certificate of Compliance

In compliance with Local Law 1-2006, as amended, the Proposer/Bidder hereby certifies the following:

1. The chief executive officer of the Proposer/Bidder is:

_____ (Name)

_____ (Address)

_____ (Telephone Number)

2. The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wage Law, and with all applicable federal, state and local laws.

3. In the past five years, Proposer/Bidder _____ has _____ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed by the Proposer/Bidder, describe below:

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has _____ has not been commenced against or relating to the Proposer/Bidder in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

5. Proposer/Bidder agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

Dated
Signature of Chief Executive Officer

Name of Chief Executive Officer

Sworn to before me this

_____ day of _____, 20 .

Notary Public

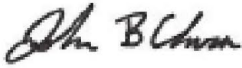

APPENDIX F
NASSAU COUNTY VENDOR CODE OF ETHICS

LAURACURRAN
NASSAU COUNTY EXECUTIVE

NASSAU COUNTY



Vendor Code of Ethics

POLICY/PROCEDURE TITLE: Nassau County Vendor Code of Ethics	DATE ISSUED: June 5 th , 2019
DEPARTMENT ISSUING: Executive – Compliance	AUTHORIZED and SIGNED BY:  Deputy County Executive For Compliance  County Executive

- POLICY:** The Office of the Nassau County Executive recognizes the importance of the vendor community in helping the County provide necessary services for the residents of Nassau County. It is the policy of the County Executive to ensure that all vendors doing business with Nassau County operate under the highest standards of legal and ethical conduct.
- PURPOSE:** To set forth a Code of Conduct for vendors to ensure that Nassau County Vendors are conducting their business with integrity, ethics, and compliance with all applicable laws and regulations.
- SCOPE:** All vendors doing business or seeking to do business with Nassau County as specified in the Code.



Vendor Code of Ethics

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Chapter 1: DEFINITIONS

As used in this Code, the following terms have the following meanings:

Adverse Job-Related Action includes any material alteration to existing terms, conditions, and privileges of employment, such as dismissal, demotion, suspension, compulsory leave, disciplinary action, creation of a hostile work environment, negative performance evaluation, any action resulting in loss of staff, office space or equipment or other benefit, reduction in compensation, failure to appoint, failure to promote, or any transfer or assignment or failure to transfer or assign against the wishes of the affected employee.

Contact means any oral or written communication with any Nassau County Employee, other than the Designated Point(s) of Contact, where it could be reasonably inferred that such contact was intended to influence, or could reasonably be expected to influence, the subject of a County procurement.

Designated Point(s) of Contact means the individual(s) designated by the County to be a Vendor's only contact with Nassau County following the public advertisement of a solicitation or the issuance of a request for a bid, proposal, or quote for small purchase, until the award of a resulting contract and, where applicable, approval by the County Legislature. This timeframe, further defined in the State Procurement Lobbying Law, is also known as the Restricted Period.

Nassau County Employee means any officer, official or employee of Nassau County.

Family Member means (i) a Nassau County Employee's Spouse, Domestic Partner, Child, Sibling or Parent; (ii) a person who is a direct descendant (or the spouse of a direct descendant) of a Sibling of the Nassau County Employee or a Sibling of the Nassau County Employee's Spouse or Domestic Partner; or (iii) a person living in the same household as a Nassau County Employee.

Gift means the transfer, without equivalent consideration, of anything of benefit, tangible or intangible, having more than nominal value, including, but not limited to, cash, loans, forbearance,



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services, travel, gratuities of any kind, favors, money, meals, refreshments, entertainment, hospitality, admittance to private clubs, use of time-shares, personal use of the Vendor's facilities, promises, tickets to entertainment or sporting events, weekend trips, golf outings, loans of equipment, or other thing or benefit. A Gift need not be intended to influence or reward any individual or entity.

Nassau County Code of Ethics means Nassau County Charter Section 2218, and the rules and regulations promulgated thereunder as may be amended or modified.

Participating Employee means any Vendor employee who engages in any written or oral communication of a non-clerical or non-administrative nature with Nassau County or with a Nassau County Employee(s) as part of or in connection with the procurement.

Participating Nassau County Employee means any Nassau County Employee who the Vendor knows, has reason to know, or can reasonably anticipate is involved in a specific procurement, in either a direct or decision-making capacity, but not in a clerical capacity. This includes but is not limited to the Designated Point of Contact, the project manager, the project manager's staff to the extent that they are involved in the procurement, members of selection committees, technical experts and negotiating teams.

Primary Contracting Party means a Vendor who intends to directly enter into or has a contract with Nassau County.

Retaliatory Action is defined as any Adverse Job-Related Action taken by, or at the direction or request of, a Vendor or a Vendors' Employees as a result of any individual's (i) good-faith report with respect to a violation or potential violation of this Code or the law; or (ii) cooperation in any investigation of unlawful conduct or misconduct conducted by Nassau County or by federal, state, or local law enforcement officials.

State Procurement Lobbying Law means New York State Finance Law Sections 139-j and 139-k, and the rules and regulations promulgated thereunder as may be amended or modified.

Vendor means any individual or entity seeking to or doing business



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with Nassau County within the scope of this Code, including, without limitation, contractors, consultants, suppliers, manufacturers seeking to act as the primary contracting party, officers and employees of the foregoing, as well as any subcontractors, subconsultants and suppliers at all lower tiers.

Chapter 2: LIMITATIONS AND REPORTING OF CONTACTS WITH NASSAU COUNTY

Section 2.01 Designated Point(s) of Contact

Each procurement solicitation issued by Nassau County will identify the Designated Point(s) of Contact for that solicitation as required by the State Procurement Lobbying Law. Once the Designated Point(s) of Contact is/are established, the Vendor and any person or entity acting on the Vendor's behalf, including without limitation, those providing compensated or uncompensated lobbying, advocacy, consulting or other services should ensure that its contacts with Nassau County are in compliance with the requirements of the State Procurement Lobbying Law.

Chapter 3: GIFTS OR CONTINGENT FEES

Section 3.01 Zero Tolerance

No Vendor may offer or give any Gift, directly or indirectly, to a Nassau County Employee. Similarly, no Vendor may offer or give any Gift, directly or indirectly, to any Family Member of a Nassau County employee where such Gift is made because of the Vendor's relationship with the Nassau County Employee. Additionally, no Vendor may accept a gift from a Nassau County Employee.

This Zero-Tolerance Policy applies regardless of actual intentions. In other words, even if a Gift does not, or is not intended to, influence an action or decision by a Nassau County Employee, it is prohibited by this Code.

Section 3.02 Personal Relationships

Notwithstanding the foregoing, if a Vendor has a pre-existing family or personal relationship with the Employee, a Gift that is wholly unconnected with the Employee's duties on behalf of Nassau County is



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not necessarily prohibited.

In determining whether the giving of an item was motivated by personal rather than business concerns, the following factors are considered:

- (a) the history of the relationship between the donor and the recipient, including but not limited to the mutuality of gift giving;
- (b) whether the item was paid for by the donor.

The giving of an item shall not be considered to be motivated by a family or personal relationship if the donor seeks to charge or deduct the value of the item as a business expense or seeks reimbursement from a client.

However, regardless of the family or personal relationship between a Vendor and an employee, a Gift is strictly forbidden where it is being given under circumstances where it can reasonably be inferred that it was intended to influence the employee in the performance of his or her official duties.

Section 3.03 Contingent Fees

The Vendor will not employ or retain any individual or entity for the purpose of soliciting or securing a Nassau County contract upon any agreement or understanding for a commission, percentage, brokerage, or fee that is contingent or dependent upon the outcome of the procurement.

Chapter 4: NEGOTIATIONS FOR FUTURE EMPLOYMENT

Section 4.01 Restrictions During the Procurement Process

Vendors shall not discuss future employment with Participating Nassau County Employees or their Family Members from the date the procurement is advertised or solicited through 30 days following the date that the procurement is awarded, even if a Participating Nassau County Employee contacts the Vendor regarding employment. Questions regarding whether a particular Nassau County employee is a Participating Nassau County Employee for a specific



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procurement should be directed to the Designated Point of Contact for the procurement.

Section 4.02 Restrictions Post Award

Vendors are prohibited from offering or discussing an employment opportunity with a Nassau County Employee or his or her Family Members before whom the Vendor has or expects to have a pending specific matter including, but not limited to, negotiations, performance evaluation, task order selection, approval of a voucher or invoice, or approval of or agreement to a contract amendment, change order, or deviation or waiver until:

- (i) 30 days from the time the matter before the Employee is closed, or
- (ii) 30 days from the time the Employee has no further involvement with the matter because of recusal or reassignment.

Chapter 5: CONFLICT OF INTEREST

Section 5.01 Financial Interest

Neither the Vendor, nor any director, officer, principal, owner, or partner thereof, as the case may be, may have a 10% or greater interest, nor shall the Vendor, nor any director, officer, principal, owner, or partner thereof, acquire a 10% or greater interest, either directly or indirectly, in any company or firm that would conflict in any manner or degree with the performance of the Nassau County contract.

The Vendor will not permit an employee having a 10% or greater interest, either directly or indirectly, in any company or firm that would conflict in any manner or degree with the performance of the Nassau County contract to be employed in the performance of the Nassau County contract.

Section 5.02 Personal Business Dealings

Neither the Vendor, nor any director, officer, principal, owner, or partner thereof, may have a non-County business dealing with a



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Participating Nassau County Employee where it can be reasonably inferred that the purpose of the business dealing, at least in part, is to influence the Participating Nassau County Employee's action on a pending County matter.

Section 5.03 Disclosure and Cooperation

The Vendor shall disclose immediately to the County any real or potential conflict of interest of which it becomes aware. This obligation is ongoing and shall last through the completion of performance of the contract. The Vendor shall provide to Nassau County, at the County's request and upon such forms as may be furnished by Nassau County, a disclosure of organizational, financial, contractual or other affiliations with any organization or entity that has interests that may be substantially affected by the procurement solicitation or award. The Vendor shall fully cooperate in any inquiry or investigation undertaken by Nassau County to determine whether any such affiliations present a conflict of interest, or whether any other provision of this Code has been violated. The Vendor shall fully cooperate with audits, investigations, examinations and reviews by the Nassau County Inspector General conducted pursuant to section 187 of the Nassau County Charter.

Section 5.04 Confidential Information

At no time shall any Vendor who obtains confidential or proprietary Nassau County information in the course of doing or seeking to do business with the County disclose any such information to any person not authorized by Nassau County to receive such information or use such information for any personal gain except as necessary to fulfill its contractual obligations to Nassau County.

If the Vendor receives from any source confidential or proprietary Nassau County information prior to the award of a resulting contract and, where applicable, approval by the County Legislature, without the explicit approval of the Designated Point of Contact, the Vendor shall immediately so notify the Designated Point of Contact.

Nassau County confidential or proprietary information includes, but is not limited to, internal cost estimates and proposals submitted by other Vendors.



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Section 5.05 Prohibition Regarding Bidding by Participants in Procurement Development

No Vendor who participates in the development of a scope of work, solicitation documents, assessment criteria, contractual instruments or technical specifications may participate as a bidder, sub-bidder, proposer or sub-proposer on that particular procurement or perform any work on that particular procurement or any other procurement that would constitute an organizational conflict of interest or would give that Vendor an unfair advantage over other bidders or proposers on that procurement. This prohibition may be waived in writing by the County Chief Procurement Officer upon a showing of good cause.

Chapter 6: FORMER NASSAU COUNTY EMPLOYEES

Section 6.01 Appearance Before Former Agency-Two Year Bar

Except as provided for in Section 2218(8) of the Nassau County Code of Ethics, the Vendor will not permit a former Nassau County Employee to appear or practice before any Nassau County agency, either prior to award or in the performance of a Nassau County contract, for a period of two years after termination of the Nassau County Employee's services with the County.

Section 6.02 Appearance Before Former Agency-Life Time Bar

Except as provided for in Section 2218(8) of the Nassau County Code of Ethics, the Vendor will not permit a former Nassau County Employee to appear, practice, communicate or otherwise render services before the agency that employed the officer or employee or any other agency of Nassau County, either prior to award or in the performance of an agency's contract in relation to any case, proceeding, application or transaction with respect to which such former officer or employee was directly concerned and in which he or she personally participated, or which was under his or her active consideration during the period of his or her employment. This provision is a lifetime bar on projects that the former Nassau County Employee previously worked on while employed by the County.



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Chapter 7: NON-COLLUSION

Section 7.01 Independent Bid Assessment

The Vendor will calculate the price(s) contained in any bid or proposal independently, without collusion, consultation, communication, or agreement with any competing Vendor for the purpose of restricting competition.

Section 7.02 Non-Communication of Bid

Unless otherwise required by law, the price(s) which the Vendor quotes in its bid or proposal will not knowingly be disclosed by the Vendor, directly or indirectly, to any competing Vendor prior to the closing date for bids or proposals.

Section 7.03 Bid Submission

The Vendor will not make any attempt to induce any other individual or entity to submit or not to submit a bid or proposal.

Chapter 8: DISTRIBUTION AND CERTIFICATION

Section 8.01 Distribution of Vendor Code of Ethics and Vendor's Participating Employee Acknowledgements

As a condition of being considered for the award of any contract above the County's small purchase threshold of \$10,000, the Vendor will be required to distribute copies of the Nassau County Vendor Code of Ethics to all Participating Employees prior to any of those employee's participation in the procurement. The Code may be distributed either in hard copy or electronically as a separate PDF.

Additionally, as a condition of being considered for the award of any contract above the County's small purchase threshold, the Vendor will be required to obtain an acknowledgement from each of its Participating Employees ("Participating Employee Acknowledgements") that they have received, read, understand, and will comply with the Nassau County Vendor Code of Ethics.



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The Vendor's responsibility for distributing copies of the Nassau County Vendor Code of Ethics and obtaining such signed Participating Employee Acknowledgements is ongoing until completion of performance of the contract and shall be retained for the same period as the Vendor is required to retain other contract documents in accordance with their contract with the County.

Receipt and retention of Participating Employee Acknowledgments by the Vendor shall be subject to audit by Nassau County.

Section 8.02 Vendor Certifications

The vendor by signing the final contract thereby certifies and attests to the following:

- (a) The Vendor has been provided with a copy of the Nassau County Vendor Code of Ethics and will comply with all of the provisions of the Code;
- (b) All of its Participating Employees during the course of procurement or contract have been provided with a copy of the Nassau County Vendor Code of Ethics prior to any of those employees' participation in the procurement;
- (c) All Participating Employees have completed the acknowledgement required by Section 8.01 of this Code;
- (d) The Vendor will retain all of the signed Participating Employee Acknowledgements for the same period as the Vendor is required to retain other contract documents in accordance with their contract with the County;
- (e) The Vendor will continue to distribute the Nassau County Vendor Code of Ethics, obtain signed Participating Employee Acknowledgements as new Participating Employees are added or changed during the contract period, and retain all of the signed acknowledgements for the same period as the Vendor is required to retain other contract documents in accordance with their contract with the County.



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Section 8.03 Subcontractor Certifications

As a condition of being considered for the award of any contract above the County's small purchase threshold, the Vendor will obtain certifications executed by authorized officials from all of its lower tier subcontractors, subconsultants and suppliers (as well as from any other subcontractors, subconsultants and suppliers from whom that Vendor is soliciting or has received proposals for work on a Nassau County contract) whose employees have communicated or may communicate with Nassau County Employees. This obligation is ongoing and shall last through the completion of performance of the contract. Receipt and retention of lower tier certifications by the Vendor shall be subject to audit by Nassau County.



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Chapter 9: PENALTIES

Section 9.01 Responsibility Determination

For violation of any provision of the Nassau County Vendor Code of Ethics, Nassau County may avail itself of every remedy in law or equity, or as agreed to by parties in any contract, including but not limited to declaring the Vendor non-responsible or in material breach of the contract.

Section 9.02 Civil/Criminal Penalties

Additionally, violation of the Nassau County Vendor Code of Ethics or a provision thereof may subject the Vendor to criminal or civil penalties under State or Federal law.

Chapter 10: REPORTING OBLIGATION

Section 10.01 Reporting Gift Requests

Notwithstanding the provisions of Chapter 4 above, the Vendor is obligated to immediately report to Nassau County's Inspector General and the County Chief Procurement Officer, any and all requests made to the Vendor by any Nassau County Employee for a Gift.

Section 10.02 Reporting Material Changes

The Vendor is under a continuing obligation to report any change in circumstances that materially affects any prior report to Nassau County to Department of Chief Contracting Officer, including but not limited to disclosure of conflicts of interest and representations made in the Contractor Responsibility Form.

Section 10.03 Reporting Violations and Overpayments

The Vendor is obligated to timely report in writing to Nassau County's Inspector General, in connection with the award, performance or closeout of the Nassau County contract or subcontract, any credible evidence of significant overpayments on the contract or that a principal, employee, agent or subcontractor has committed a



Vendor Code of Ethics

violation of law involving fraud, conflict of interest, bribery or gratuities.

Chapter 11: PROHIBITION ON RETALIATION

Section 11.01 Prohibition

To facilitate the reporting obligations under Chapter 10, this code strictly forbids all Vendors and Vendors' Employees from taking any Retaliatory Action against individuals who make such reports.



Vendor Code of Ethics

CERTIFICATION REGARDING DISTRIBUTION OF NASSAU COUNTY VENDOR CODE OF ETHICS

Bid/Proposal No.: _____

Project Description: _____

The prospective lower tier participant _____ (subcontractor, subconsultant, or supplier name) hereby certifies, by submission of this bid or proposal to _____ [prime contractor] in connection with the Nassau County bid or proposal number referenced above, to the best of its knowledge and belief, that all officers and personnel who have communicated or may communicate with Nassau County employees during the course of the procurement and through the completion of performance of the contract have been provided with a copy of the Nassau County Vendor Code of Ethics prior to each of these employee's participating in the procurement.

Executed this _____ day of _____, 20____.

By _____ Signature of Authorized Official

_____ Name and Title of Authorized Official



Vendor Code of Ethics

PARTICIPATING EMPLOYEE ACKNOWLEDGEMENT REGARDING NASSAU COUNTY VENDOR CODE OF ETHICS

Company: _____

Bid/Proposal No.: _____

I, _____, acknowledge that I have received and read the Nassau County Vendor Code of Ethics on _____ and that I understand it and will comply with this Code in my participation in procurements between _____ (Vendor name) and Nassau County.

Executed this _____ day of _____, 20____.

By _____ Signature of Employee

_____ Name and Title of Employee

Exhibit 2



Nassau County
Department of Shared Services
One West Street, Room, 100
Mineola, NY 11501

July 19, 2023

RE: Online Surplus Auction Services

Nassau County:

Enclosed you will find our complete and thorough response to Nassau County's solicitation for online surplus auction services. We carefully followed the specific RFP required format while also ensuring ease of review for the evaluation team.

Auctions International has worked directly with Nassau County over the past several years to develop a successful surplus auction process. Our Long Island Resident Sales Representative, Jim Giovanniello, has dedicated countless hours to servicing the County's unique auction program. Our dedication to this project has allowed us to successfully generate a total of over \$1.8 million for the County and agencies, since 2018. Auctions International is Long Island's most experienced and trusted online auction provider for municipal agencies. We have just been awarded a contract for services from Suffolk County in June of this year.

As NY State's largest volume online auction provider for municipal agencies, you can trust that your surplus auctions are going to exceed expectations. No other auction firm in the world has the amount of NYS municipal experience that we proudly hold. Your local Sales Representative lives locally and has historically been available to catalog an auction request within days (sometimes even just hours).

We are certain some of our competitors will attempt to undercut our industry-norm rates, in hopes of winning the contract. We ask that you keep in mind that we are a New York-based company with an outstanding professional reputation locally, regionally, and nationally.

As you review our submission, please do not hesitate to contact me directly with any questions you may have. We would also like to take advantage of any interview opportunity to address any questions you may have as well as to further elaborate on what to expect from the Auctions International team. It is our goal to retain Nassau County as a valued consignor.

Sincerely,

RJ Klisiewicz III, AMM, CAI
Operations Manager

Russ J. Scherrer AMM, CAI
President

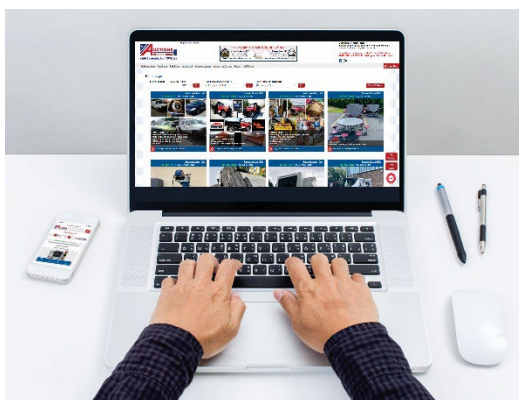
www.AuctionsInternational.com



NY's largest volume
online auction provider
for municipalities



Dedicated Auction Blocks



Mobile Friendly Website

2022 STATISTICS

\$61.4 million+
in surplus assets sold online

\$20.2 million+
in real estate sold online

33 million+
Website pageviews the past 12 months

\$250,000+
Spent on Advertising/Marketing

23,000+
Assets sold online

3,700+
Online Auctions conducted

100+
Professional memberships

1
Piggy-back contract you can use!



APPENDIX B
PROGRAM DESCRIPTION AND STAFFING

Please provide a complete Proposal, including the following information:

- a. Describe the company's approach to providing the required services. (p. 4-46)
- b. Describe the company's organizational capacity, resources, and staffing. (p. 47-54)
- c. Include bios of firm principals as well as staff expected to be assigned to this project. (p. 55-61)
- d. Detail prior experience performing online auction services. (p. 62-68)
- e. Detail prior experience with public sector clients of similar size and scope. (p. 69-80)
- f. Include a detailed cover letter on the firm's letterhead indicating EIN and the name of the parties authorized to discuss and/or enter into negotiations with Nassau County with respect this proposal. (p.2)

Please refer to the page numbers in red for our direct responses.

APPROVED AND SUBMITTED BY: _____

(Signature)

PRINT NAME: _____

DATE: _____

TITLE: _____



Auctions International, Inc.

Response to: Online Surplus Auction Services – RFP# PR0628-2341

Date: July 24, 2023

Prepared For:

Nassau County Department of Shared Services
One West Street, Room 100
Mineola, New York 11501
Erik Ryan, Program Coordinator
(516)571-4376
Eryan2@nassaucountyny.gov

Prepared By:

RJ Klisiewicz III, AMM
Operations Manager / Auctioneer
Auctions International, Inc.
11167 Big Tree Road
East Aurora, NY 14052
FEIN: 32-0038079
Tel: (800) 536-1401 x 110
Fax: (800) 569-3334
Email: rich@auctionsinternational.com
Web: www.AuctionsInternational.com

This technical response has been composed using the typeface “Garamond” proven to reduce ink consumption by nearly 25% annually



PROFESSIONAL AUCTION SERVICES

11167 BIG TREE ROAD, EAST AURORA, NY 14052

WWW.AUCTIONSINTERNATIONAL.COM

TEL: 800-536-1401 FAX: 800-569-3334

Cover Page

7/18/2023

Online Surplus Auction Services to be provided by:

Auctions International, Inc.

11167 Big Tree Road, East Aurora, NY 14052

FEID: 32-0038079

Tel: (800) 536-1401

Fax: (716) 656-1438

Email: rich@auctionsinternational.com

Web: www.AuctionsInternational.com

Proposal Due Date: July 24, 2023

Person authorized to sign and negotiate contracts on behalf of corporation:

Russ Scherrer, Senior Auctioneer

Tel: (800) 536-1401 x 127

Fax: (716) 656-1438

&

Richard J. Klisiewicz III

Tel: (800) 536-1401 x 110

Fax: (716) 656-1438

Contact person for clarifications regarding this RFP:

Richard J. Klisiewicz III

Tel: (800) 536-1401 x 110

Fax: (716) 656-1438

Auctions International hereby accepts and will meet or exceed all specifications and requirements outlined in RFP.

Sincerely,

RJ Klisiewicz III
Operations Manager

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Red denotes; Mandatory Proposal Response Requirements

RFP Specific forms are attached to this submission.

Executive Summary

Auctions International Inc.'s staff is composed of over 100 years of authentic auctioneering experience.

Enclosed you will find our technical proposal with explanations and descriptions of the services offered to Nassau County in response to the RFP for auction services. Our company offers government agencies a full-service, turnkey asset disposal program that efficiently utilizes our online auction service, while obtaining prices among the best in the business, cost and risk free. **All our auctions are open to the public! This means your taxpayers can bid their price on County surplus assets. This is not the case with dealer only auctions, where the general public is not permitted.**

We are prepared to deliver reliable, consistent and efficient auction services. We carry Auctioneer's licenses in numerous states including: AZ, CT, DE, FL, GA, IN, MD, MA, ME, NH, NC, OH, PA, TN, VT, VA and WV. Our high-quality customer service staff are at your disposal to help and assist bidders until 9pm, or until the last online auction closes. Our full-time, extended hours assistance is a service rarely offered by our competition. Our office is open during all normal business hours, 9am-5pm and a company representative is always available via phone, fax or email.

Utilizing our high traffic website, www.AuctionsInternational.com, we have sold over \$500 million of surplus vehicles, equipment and assets from over 1,500 government sellers since January of 2006. We own our online auction platform, website and the content thereof. We have been conducting online auctions since 2003 and currently have over 90,000 online bidders, registered and ready to bid on your surplus merchandise. We reach an additional 850,000+ potential buyers through our relationship with additional online auction preview and listing services. Our website is easy to use, open to the public and features surplus from a variety of municipal agencies, educational institutions, and businesses. Some of our largest client agencies include the States of Vermont, Massachusetts DOT, Massachusetts OSD, along with Onondaga, Cayuga, Nassau, Ontario and Erie Counties in New York., to name just a few.

We have created a platform that allows us to expose your surplus to a national and global audience, through our aggressive regional and national marketing campaigns, combined with our active company website where we showcase auctions for our government clients. In 2022 we invested over \$250,000 in advertising and promotion which resulted in over \$80 million in online auction sales. There is no other auction company that will offer this comprehensive of a marketing plan nor the experience we have, thus you can expect your returns to be higher with Auctions International.

Our mission is to provide the best auction service in the industry at a reasonable price. Our experience and professionalism set us apart from the other companies in the field. We have established a reputation for quality customer service, technical support, and proven auction capabilities to ensure the highest return for your surplus items. We offer all our sellers the ability to accept or reject the high bid prices and pride ourselves in only charging a buyer's premium for our services. This means our services come as a cost-free solution to your surplus liquidation needs.

Auctions International hereby accepts all terms and conditions outlined in the RFP for Nassau County. This proposal is a firm and irrevocable offer; however, we are open to suggestions, recommendations, and concerns of The County.

Primary Contact: RJ Klisiewicz (Operations Manager)

11167 Big Tree Road, East Aurora, NY 14052 Office: 1-800-536-1401 x110 | Email: rich@auctionsinternational.com

Project Cost Proposal

Online Silent Auction Service for sale or SURPLUS ASSETS

10% Buyer's Premium; to be paid by the successful high bidder in addition to the high bid price to constitute as auctioneer's compensation. Seller will retain 100% of the high bid price.

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

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

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

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

Example: Lot #1 closes at \$1000

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

Seller is remitted \$1000 (high bid price)

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

Applicable sales tax is remitted to the appropriate agencies by Auctions International

For ALL credit/debit card payments an additional 4% processing fee will be added to the high bid price. This will be noted as a non-discounted buyer's premium.

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

Optional Services Are Included at No Charge To Nassau County

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

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

~~\$30 Vehicle Check-in Fee:~~

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

Vehicle and Item Check in Fee's are waived for Nassau County.

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

All project coordination will be handled directly by your dedicated Sales Representative, Jim Giovanniello. Jim will be available, with proper notice, to complete all pre-auction duties, including the cataloging of all auction assets. Scheduling of requested appointments shall be made directly with him.

SAMPLE: Simplified Work Plan Schedule

#1 Contract Award Announced

#2 Meeting setup with Corporate Staff, Sales Representative, Nassau County Staff

#3 Request for auction from Nassau County

#4 The County designated Sales Representative is dispatched within 5 business days to appropriate the County facility

#5 Auction cataloging conducted by Auction staff; condition reports and photography.

#6 Auction materials uploaded to website by your dedicated Sales Representative office within 3-5 days of auction cataloging.

#7 Auction submitted to corporate office to final review and posted within 1 business day of receipt.

#8 Nassau County auction is listed on high-traffic website for standard 14-day period (customizable to needs of The County)

#9 The County auctions close on mutually accepted dates

#10 Auction results available to Nassau County staff for approval or declination with a minimum acceptable amount

#11 Upon approval of auction assets by the County, purchasers are given 5 business days to make payment

- If payment is not present after 3 business days a final notice is sent to purchaser

- If purchasers fails to pay after 5 business days, they are suspended from website and Auction staff will offer merchandise to the backup bidder at their backup bid amount on day 6

- Backup bidder is given 3 business day to make payment

- If backup bidder refuses assets at their backup bid price, asset is relisted, per The County approval

#12 All payments are sent to selling agency, with accounting summary after all monies for auction have been collected.

#13 Reports are available to Nassau County, as needed, or on a pre-determined schedule.

Introduction and Summary of Services-Online Auction

Enclosed you will find a proposal to provide Auctioneer Services for Nassau County surplus vehicles, equipment, and all other assets.

Our asset auction program consists of online silent auction services. This is the best approach to be utilized by The County to maximize the value and efficiency of selling old and obsolete merchandise. As one of the Northeast's largest online auction providers for educational institutions and municipal agencies we have been able to develop a 'go-to' marketplace, offering a wide variety of assets to thousands of qualified bidders across the country and the world. We would strongly suggest the online method of sale for this specific project.

Auctions International, Inc. finds true satisfaction in offering agencies a complete service package that keeps your taxpayers in mind. We strive to use our expertise to expose Nassau County surplus assets to a National and Global market, alleviating any question as to whether your surplus assets are being sold for the highest returns possible. We aim to limit County involvement in our custom-tailored program, allowing you to utilize personnel in other areas of your daily operations. We are interested in continuing to help the County reach new heights in their surplus liquidation program. With higher returns your surplus sales will continue to be a notable line item on budget reports, which puts more usable funds back into your Department and ensures proper utilization of taxpayer money. We are a cost-free, risk-free service that has helped hundreds of agencies find success in their online surplus sales.

We provide solutions that can be used by The County agencies throughout the year to dispose of any type of surplus including trucks, autos, heavy equipment, shop machinery, computers, office furniture, scrap materials, leftover building materials, junk piles, food service equipment, unneeded supplies, tools, and more.

Auctions International, Inc. is prepared to sell Nassau County low-value merchandise along with more valuable items. Our experienced staff is ready with proper notice to travel to all of the County locations to conduct training sessions with appropriate personnel. The professional assistance and advice our staff provides to the County comes at no cost to you.

After the auctions are complete, we can provide detailed accounting reports of all sale transactions, and we're prepared to assist the County purchasers who do not pick up merchandise in a timely manner. We allow five business days for purchasers to get their payments to our office. If we do not receive payment within this time frame, we issue a final payment notice. If the high bidder still does not make payment for their purchase(s) they are automatically suspended, and our office will contact the backup bidder on the sixth day after invoices are sent out. Purchasers can pay with a credit card online, in their member's area of our website. This function improves the overall efficiency of making payments in a timely manner.

We also require the new registrant to provide a valid credit card to pay the one-time membership fee of \$10 and use Veri-sign to confirm that the address entered matches with the billing address on the credit card. This fee can be waived through the utilization of a custom formulated promotional code. Requiring this one-time fee has dramatically reduced the number of fraudulent bidders on our website, as we are more accurately able to verify their identities.


As always, our online auction service allows your County to reject any bid that does not meet the minimum acceptable price, with no penalty to The County. All auction terms are completely customizable according to the needs of The County. We look forward to continuing to serve all departments of Nassau County should we be awarded the contract.

Description of Services



Online Auction Narrative

How Our Online Auctions Work:

The front page of the site (shown below) shows links to all the online auctions that are currently in progress. Users can click the titles or thumbnail images to view all the items in an auction listing. Note that each seller and/or agency gets their own auction block. This helps with brand identity. On any given day you will find 100+ different auction “blocks” on our website, a majority of those being government/municipal auctions. Our online auctions are listed on our homepage of our website. There is no need to click through multiple websites to access your auction. We utilize ONE company name and ONE website.

[Skip to main content](#)

Accepting Consignments

Questions? Problem? Help?
Bidding support is available M-F from 9 AM-5PM EST.
[Contact us](#) or call (800) 536-1401 x131.
For customer service after 5PM EST and Saturdays
10AM-5PM call 800-536-1401 option 1 from the menu.
 

Online Auctions Live Auctions Past Prices About Us Change Language Admin My Account Logout Sell With Us [Email Alerts](#)

Home page

Search For Items Zip Code Within Filter auctions with categories: Filter items with categories: Show All Items

1 LOT(S) in NY
2000 GMC Jimmy 2 Door SUV
Surplus Liquidation NY #24389

1 LOT(S) in NY
1999 Ford F250 Super Duty Extended Cab with Cap and Plow
Mahopac Falls FD NY #24390

39 LOT(S) in NY
New Ceramic Tiles and Flooring
Tiles & Flooring, New Stock NY #24383

1 LOT(S) in NY
1985 Gradall G-1000 Ditching Machine
Town of Croghan Hwy NY #24381

1 LOT(S) in NY
2013 Ford Taurus 4 Door/Police Vehicle
Village of Lloyd Harbor PD-NY #24297

1 LOT(S) in NY
HP Photosmart Printer Cartridges New/Old Stock & Flip Video Cameras
Camden CSD NY #24388

1 LOT(S) in MA
7% Buyers Premium
Standard SD430 Copier
Mass OSD NECC Haverhill MA #24392


12 LOT(S) in NY
(2) 2019 EX Mark X-Series Lazer Z 72" Zero-Turn Mowers
1984 Ford 1900 Tractor with Loader
2008 Chevy Impala 4-Door Sedan
2010 Jacobsen Turf Cat (928) Mower
JLG Access Master Single Man Lift
And Much More...
Palmyra CSD NY #24339

3 LOT(S) in NY
Baldor-Reliance Super E Motors
Ground Pumps
Allen Bradley Powerflex 700
Valley Stream UFSD #24 NY #24394

14 LOT(S) in NY
Akron Monitors
Wireless Fire Tools
Water Vests
Backboards
And Much More...
Village of Dresden NY #24381

2 LOT(S) in NY
Fasteners, Plumbing and Electrical
Various Fuses - New
Monroe 1 BOCES NY #24396

1 LOT(S) in NY
(2) Beams - Green
Business Liquidation NY #24397

[Flea Market](#)
[Live Auctions](#)


8

When a user clicks on a particular link from the front page, they are taken to that seller's auction page, which lists all of the items from that seller. The users can then click on an item title or image to go to the item detail page (shown below).

Auctions International Professional Auctioneers

Accepting Consignments

Questions? Problem? Help? Bidding support is available M-F from 9 AM-5PM EST. Contact us or call (800) 536-1401 x131.

For customer service after 5PM EST and Saturdays 10AM-5PM call 800-536-1401 option 1 from the menu.

Online Auctions Live Auctions Past Prices About Us Change Language Login Register To Bid Sell With Us

Dashboard

- Auction Bid Gallery
- Download Catalog
- Increments Table
- Follow This Auction
- Add to Calendar

Auction Information

Ontario County Sheriffs Dept-NY #24261
ONLINE-ONLY AUCTION with 3 lots

Auction Bid Gallery

Bidding Starts: Monday, March 15, 2021 at 09:00:00 am ET

Bidding Ends: Monday, April 19, 2021 between 06:10:00 pm and 06:12:00 pm ET
See individual items for exact closing times.

Location: **3045 County Complex Drive, Canandaigua, Ontario County, NY 14424**

Questions & Inspection: Please Sign In For Details

Payment Terms: Payment will be due immediately upon notification of seller approval by email invoice, after the Seller approves the bids. After you receive the invoice, you will have five (5) business days to get your payment mailed to our office, or your account will be suspended, and the item will be awarded to the backup-bidder, or re-listed. Please mail payment in certified funds or money order to: Auctions International, 11167 Big Tree Road, East Aurora, NY 14052. Payment questions? Please Call: 1-800-536-1401 x201. GENERAL QUESTIONS: email service@auctionsinternational.com

Payment Methods: We accept cash, cashier's check.

Ontario County Sheriffs Dept-NY #24261
Bidding Now! - ends Mon, Apr 19 at 06:10:00 pm

Page 1 of 1

Sort by Lot Number: lowest first View as

Lot #	Item Description	#1	Current	Min. Bid
Lot #0001	2014 Ford Explorer SUV/Police Interceptor	Jimmy86!	\$5,300.00	\$5,400.00
Lot #0002	2012 Chevy Impala 4DSD/Police Training	Job9467	\$2,650.00	\$2,700.00
Lot #0003	2007 Chevy Impala 4DSD/Police Training	neverfull	\$860.00	\$870.00

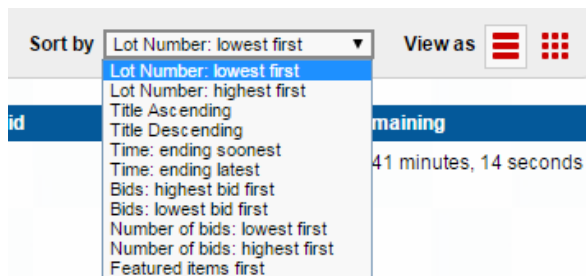
Page 1 of 1

Sort by Lot Number: lowest first View as

Auction lots may be viewed as tiles (shown above) or in a linear formation. Simply clicking one of the icons below adjusts the page format.



Lots within an auction may be sorted as well.



Bidders also have the ability, from our homepage, to search for specific items, search an auction within a set ZIP code radius, filter auctions with categories and filter items with categories.

Home page

Search For: Zip Code: Within: Filter auctions with categories: Filter items with categories:

Once a potential bidder selects an auction listing, they can view all of the auction details, however, they must be logged in to their account in order to participate and place bids.

Ontario County Sheriffs Dept-NY #24261

Bidding Now! - ends Mon, Apr 19 at 06:10:00 pm

Page 1 of 1

Lot #0001	Lot #0002	Lot #0003
2014 Ford Explorer SUV/Police Interceptor	2012 Chevy Impala 4DSD/Police Training	2007 Chevy Impala 4DSD/Police Training
#1 Jimmy86!	#1 Job9467	#1 neverfull
Current \$5,300.00	Current \$2,650.00	Current \$860.00
Min. Bid \$5,400.00	Min. Bid \$2,700.00	Min. Bid \$870.00
<input type="button" value="Login To Bid"/>	<input type="button" value="Login To Bid"/>	<input type="button" value="Login To Bid"/>
3D, 7H, 10M	3D, 7H, 19M	3D, 7H, 20M
<input type="button" value="More Info..."/>	<input type="button" value="More Info..."/>	<input type="button" value="More Info..."/>

Once logged in, bidders must check the “Agree to Terms” check box. Once they click this check box, the auction terms will pop up. Please note that auction terms are customizable to your exact needs.

Lot #0001

2014 Ford Explorer SUV/Police Interceptor

#1 Jimmy86!

Current \$5,300.00

Min. Bid \$5,400.00

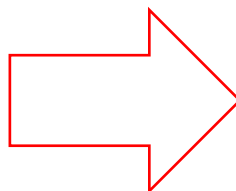
☒ *Agree to Terms

Bid \$5,400.00

\$ Place Max Bid Bid

(PLACE A BID)

3D, 7H, 15M



Please make sure you have read the terms of this auction before bidding.

Bidding Starts: Monday, March 15, 2021 at 09:00:00 am ET

Bidding Ends: Monday, April 19, 2021 between 06:10:00 pm and 06:12:00 pm ET

See individual items for exact closing times.

Extended Bidding: ☐

Location: 3045 County Complex Drive, Canandaigua, Ontario County, NY 14424

Questions & Inspection: Inspections are available by appointment. Please contact Deputy Seth Jones at 585-410-5027 with questions or to schedule an appointment.

Third Party Shipping Notice

Payment Terms: Payment will be due immediately upon notification of seller approval by email invoice, after the Seller approves the bids. After you receive the invoice, you will have five (5) business days to get your payment mailed to our office, or your account will be suspended, and the item will be awarded to the backup-bidder, or re-listed. Please mail payment in certified funds or money order to: Auctions International, 11167 Big Tree Road, East Aurora, NY 14052. Payment questions? Please Call: 1-800-536-1401 x201. GENERAL QUESTIONS: email service@auctionsinternational.com

Payment Methods: We accept cash, cashier's check, wire/bank transfer and credit cards.

Out-of-State Buyers: Buyers outside of New York State need to send us a completed **NY State DTF Form** before we can remove sales tax from their invoices.

Members can-

Registered bidders can either enter a 'proxy' bid (similar to eBay), where our system will bid on their behalf, in increments up to that max bid amount, or the bidder can place a single bid at the next bid increment.

The screenshot displays an auction interface for County Sheriffs Dept-NY #24261. On the left, an 'increments table' is visible, showing bid increments for various price ranges. The main area features three vehicle lots, each with a photo, description, current bid, minimum bid, and bidding options.

Low	High	Increment
\$0.00	\$8.99	\$0.10
\$9.00	\$39.99	\$1.00
\$40.00	\$99.99	\$2.50
\$100.00	\$199.99	\$5.00
\$200.00	\$999.99	\$10.00
\$1,000.00	\$2,499.99	\$25.00
\$2,500.00	\$4,999.99	\$50.00
\$5,000.00	\$1,000,000.00	\$100.00

Lot #0001: 2014 Ford Explorer SUV/Police Interceptor
 #1: Jimmy861
 Current: \$5,300.00
 Min. Bid: \$5,400.00
 *Agree to Terms: ☒
 Bid \$5,400.00
 \$ [Place Max Bid] Bid (PLACE A BID)
 3D, 7H, 15M
 More Info...

Lot #0002: 2012 Chevy Impala 4DSD/Police Training
 #1: Job9467
 Current: \$2,650.00
 Min. Bid: \$2,700.00
 *Agree to Terms: ☐
 Bid \$2,700.00
 \$ [Place Max Bid] Bid (PLACE A BID)
 3D, 7H, 16M
 More Info...

Lot #0003: 2007 Chevy Impala 4DSD/Police Training
 #1: neverfull
 Current: \$860.00
 Min. Bid: \$870.00
 *Agree to Terms: ☐
 Bid \$870.00
 \$ [Place Max Bid] Bid (PLACE A BID)
 3D, 7H, 17M
 More Info...

Download an auction catalog in a .pdf format, follow this auction, by entering their email address or add the sale to their digital calendar of choice.

The screenshot shows a 'Dashboard' menu with the following options:

- Auction Bid Gallery
- Download Catalog
- Increments Table
- Follow This Auction
- Add to Calendar

Add lots to "My Favorites"; by clicking the ★ (star) icon, on the top right side of each lot, members are able to add lots they are interested in, to their favorites. (Note: favorite items have a green star)

This screenshot is identical to the one above, but with a green star icon added to the top right corner of each vehicle lot's image, indicating that the lots have been added to the user's favorites.

Once selected as a “Favorite”- members can click on “My Favorites” to view their selected lots of interest. They may also place bids from this section.




Personal Information Invoices Credit Cards **My Favorites** My Bids Shopping Cart Are you a reseller? Are you a dealer? Communication Preferences

Filter by Auction: Ontario County Sheriffs Dept-NY #24261

Page 1 of 1

hide closed items

Outstanding Bids Total: Open Lots: \$0.00 - Closed Lots: \$0.00
Total Outstanding Proxy Bids: \$0.00

Lot #	Photo (O/I)	Title	Current Bid	Status	High Bidder	Time Remaining	Actions
0001		2014 Ford Explorer SUV/Police Interceptor Min Bid: \$5,400.00 Adjust Your Bid: \$ <input type="checkbox"/> "Agree to Terms" Extended Bidding: 1	\$5,300.00		Jimmy861	3 Days, 7 Hours, 11 Minutes	view remove
0002		2012 Chevy Impala 4DSD/Police Training Vehicle Min Bid: \$2,700.00 Adjust Your Bid: \$ <input type="checkbox"/> "Agree to Terms" Extended Bidding: 1	\$2,650.00		Job9457	3 Days, 7 Hours, 12 Minutes	view remove
0003		2007 Chevy Impala 4DSD/Police Training Vehicle Min Bid: \$870.00 Adjust Your Bid: \$ <input type="checkbox"/> "Agree to Terms" Extended Bidding: 1	\$860.00		neverfull	3 Days, 7 Hours, 13 Minutes	view remove

Clear All Place Bid(s)

Members can click on the address of the surplus asset, located in the Auction Information section of the listing, and they will be redirected to maps.google.com. From here they are able to get directions to the asset's location. This helps with arranging inspection times with Nassau County as well as for the buyer to prepare their pick-up arrangements.

Niagara County Public Administrators/Estate Sale-NY #31667
ONLINE-ONLY AUCTION with 2 lots
Auction Bid Gallery

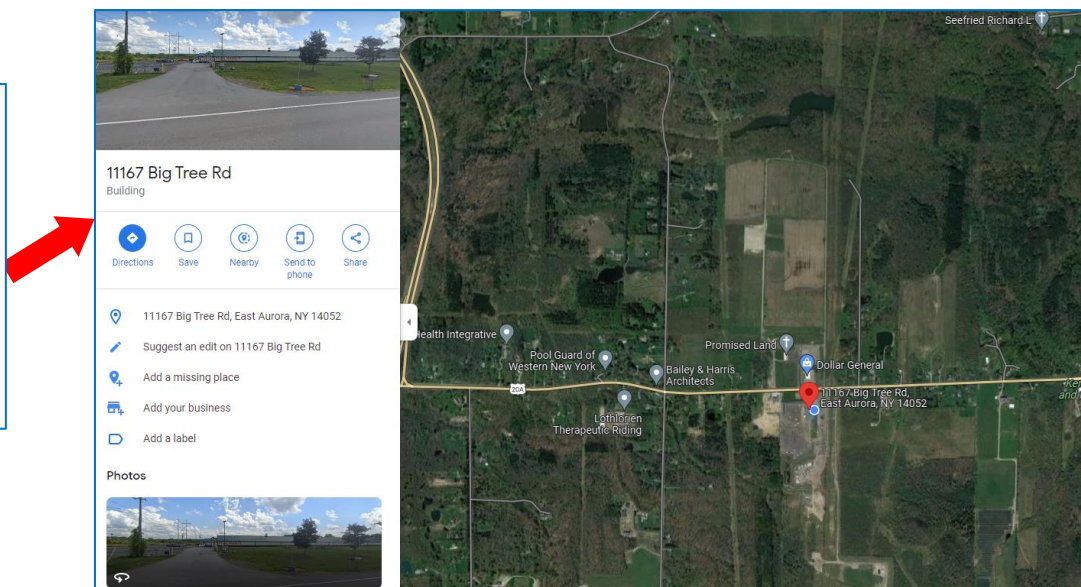
Bidding Starts: Tuesday, January 24, 2023 at 08:36:00 am ET

Bidding Ends: Tuesday, February 7, 2023 between 07:30:00 pm and 07:31:00 pm ET
See individual items for exact closing times.

Location: **11167 Big Tree Road, East Aurora, Erie County, NY 14052**

Questions & Inspection: Inspections are available by appointment. Please contact **Shawn Foss** at (716) 474-0546 with questions or to schedule an appointment.

Third Party Shipping Notice



Auctions International offers bidders the ability to place a Proxy bid on ALL online auctions. This means that a bidder can enter the highest bid amount they are willing to spend on an asset and our system will bid on their behalf, keeping that bidder as the high bidder, until their proxy is reached or overbid.

Auctions International has the ability to customize nearly all aspects of our online bidding platform. Our standard auctions utilize extended bidding, which means when a bid is placed online within the last 60 seconds of the auction, the time remaining goes back to 60 seconds. This extended bidding threshold is customizable to the desired length for your County.

Auctions International can restrict bidding opportunities to a selected group. We call this a Whitelist. We can generate a list of bidders who are prequalified to participate in a particular sale. We can also require a deposit to be made prior to bidders being granted bidding access to any given sale.

Our website provides a 'Bid History' tab, so any interested party can see how the bidding events unfolded for any online auction lot. The 'Bid History' tab and the data thereof are available during and after the online auction. The list shown below continues all the way down to the starting bid of \$25, specified for this auction. This offers complete transparency for the online sale.

Dashboard

- Auction Bid Gallery
- Download Catalog
- Increments Table

Auction Information

Chautauqua County Surplus-#23956
ONLINE ONLY AUCTION with 7 bids
viewing lot number 0003

Bidding Starts: Friday, February 26, 2021 at 08:14:00 am ET
Bidding Ends: Monday, March 22, 2021 between 06:05:00 pm and 07:23:47 pm ET
See individual items for exact closing times.

Location: **Multiple Locations, Falconer/Sherman/Dunkirk/Jamestown, Chautauqua County, NY**

Questions & Inspection: Inspections are available by appointment. Please contact Paul Abram at 716-661-8407 with questions or to schedule an appointment.

PUBLIC INSPECTION: WEDNESDAY MARCH 17TH, FROM 9:00 AM-2:00 PM

@ MULTIPLE LOCATIONS

Third Party Shipping Notice

Payment Terms: Payment will be due immediately upon notification of seller approval by email invoice, after the Seller approves the bids. After you receive the invoice, you will have five (5) business days to get your payment mailed to our office, or your account will be suspended, and the item will be awarded to the backup bidder, or re-listed. Please mail payment in certified funds or money order to: Auctions International, 11167 Big Tree Road, East Aurora, NY 14052. Payment questions? Please Call: 1-800-536-1401 x201. GENERAL QUESTIONS? email: service@auctionsinternational.com

Payment Methods: We accept cash, cashier's check, wire/bank transfer and credit cards.

Out-of-State Buyers: Buyers outside of New York State need to send us a completed **NY State DTF Form** before we can remove sales tax from their invoices.

Successful High Bidders: Please note when you are provided an invoice to pay, there are two different payment amounts:

- 1) A non-discounted rate for payments made with credit/debit cards, and,
- 2) A discounted rate for payments made with certified funds, cash, bank transfer, guaranteed funds or money order.

Please make sure your payment amount reflects your choice of payment method.

Individuals who pay the non-discounted rate with cash or guaranteed funds will have a one-time, courtesy refund issued for the overpayment. Subsequent overpayments will have a \$35 administrative fee deducted from the remittance amount (or charged against the invoice/buyer. Please make sure you are paying the correct amount, per your means of payment.

Buyer's Premium: There is a 10% discounted Buyer's Premium in effect for this auction.
*For payments made with cash or certified funds. A 14% non-discounted buyer's premium will be charged for payments made with credit/debit cards.

Removal Terms
This item cannot be shipped. Buyer solely responsible for removal of items from seller's premises within (10) Business Days.

Lot #0003: 2002 Kobelco SK330LC Track Excavator/101

Bidding is **closed**.

High Bid: \$44,500.00
Current Bid: \$44,500.00
Your Max Bid: NA

Time Remaining: **Closed (bidding was extended)**
Bidding Ended: Mon, Mar 22 6:20:58 pm ET

High Bidder: damon1
Bid Increment: \$100.00

Item Location: **464 North Work Street, Falconer, Chautauqua County, NY 14733**
Distance: Please click on the location address to view the item's location on a map.
Item has been viewed 1,881 times

PREV LOT RETURN TO LIST NEXT LOT ADD TO MY FAVORITES

Twitter Facebook LinkedIn

Details

Bid History (171 bids)

Bid Date	Bid Amount	Bidder
Mar 22, 2021 - 6:19:58 PM	\$44,500.00	damon1
Mar 22, 2021 - 6:19:59 PM	\$44,500.00	Dieselpower
Mar 22, 2021 - 6:19:47 PM	\$44,200.00	damon1
Mar 22, 2021 - 6:18:56 PM	\$44,100.00	duke8488
Mar 22, 2021 - 6:18:54 PM	\$44,000.00	Dieselpower
Mar 22, 2021 - 6:17:56 PM	\$43,800.00	damon1
Mar 22, 2021 - 6:17:58 PM	\$43,700.00	duke8488
Mar 22, 2021 - 6:17:51 PM	\$43,600.00	damon1
Mar 22, 2021 - 6:16:13 PM	\$43,500.00	Dieselpower
Mar 22, 2021 - 6:16:13 PM	\$43,400.00	damon1
Mar 22, 2021 - 6:16:06 PM	\$43,300.00	Dieselpower
Mar 22, 2021 - 6:15:24 PM	\$43,200.00	damon1
Mar 22, 2021 - 6:14:25 PM	\$43,100.00	duke8488
Mar 22, 2021 - 6:13:39 PM	\$43,000.00	damon1
Mar 22, 2021 - 6:13:11 PM	\$42,800.00	duke8488
Mar 22, 2021 - 6:13:12 PM	\$42,600.00	damon1
Mar 22, 2021 - 6:12:17 PM	\$42,500.00	damon1
Mar 22, 2021 - 6:12:17 PM	\$42,700.00	duke8488
Mar 22, 2021 - 6:11:28 PM	\$42,600.00	damon1
Mar 22, 2021 - 6:11:28 PM	\$42,500.00	farmer20
Mar 22, 2021 - 6:10:41 PM	\$42,400.00	farmer20
Mar 22, 2021 - 6:10:41 PM	\$42,300.00	damon1

Bidders may also click the "Details" tab to view information pertinent to the current lot. You will note our online auction listings are amongst the most detailed in the industry. We also have the ability to include an unlimited number of photographs for each auction lot as well as YouTube video links and attach any documentation to the auction listing.

Location: **Multiple Locations, Falconer/Sherman/Dunkirk/Jamestown, Chautauqua County, NY**

Questions & Inspection: Inspections are available by appointment. Please contact Paul Abram at 716-661-8407 with questions or to schedule an appointment.

PUBLIC INSPECTION: WEDNESDAY MARCH 17TH, FROM 9:00 AM-2:00 PM

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Buyer's Premium: There is a 10% discounted Buyer's Premium in effect for this auction.
*For payments made with cash or certified funds. A 14% non-discounted buyer's premium will be charged for payments made with credit/debit cards.

Removal Terms
This item cannot be shipped. Buyer solely responsible for removal of items from seller's premises within (10) Business Days.

Interested in Financing? Click here
***Financing is offered by a third party entity. The sale of this piece is not contingent upon the bidder/buyer securing financing. This is simply offered as a courtesy.

Please review all Auction terms at left side of auction before bidding

Terms of Sale:
All sales are final. No refunds will be issued. This item is being sold as is, where is, with no warranty, expressed written or implied. The seller shall not be responsible for the correct description, authenticity, genuineness, or defects herein, and makes no connection therewith. No allowance or set aside will be made on account of any incorrectness, imperfection, defect or damage. Any descriptions or representations are for identification purposes only and are not to be construed as a warranty of any type. It is the responsibility of the buyer to have thoroughly inspected this item and to have satisfied himself or herself as to the condition and value and to bid based upon that judgment solely. The seller shall and will make every reasonable effort to disclose any known defects associated with this item at the buyer request prior to the close of sale. Seller assumes no responsibility for any repairs regardless of any oral statements about the item. Seller is NOT responsible for providing tools or heavy equipment to aid in removal. Items left on seller premises after this removal deadline will revert back to possession of the seller, with no refund.

- Year: 2002
- Make: Kobelco
- Model: SK330LC
- Body Style: Track Excavator/101
- VIN/SN: YC06U0502
- Hours: 6,957
- Engine Make/Model: Mitsubishi 6D-16 7.5L 247 hp
- Cyl: 6
- Fuel Type: Diesel
- Transmission Model: N/A
- Transmission Type: Hydrostatic
- Single Axle/Dual Axle: Dual Track
- Tire Size/Type: N/A
- Tire Condition: Fair
- Drive/Train: 2WD
- Does the unit operate?: Yes
- Does the vehicle start?: Yes
- Are keys available?: Yes
- Ownership Documents: Bill of Sale Only
- Mechanical Condition: Fair
- Mechanical Notes: Excavator was in good operational condition when removed from service in 2020 due to normal rotation of equipment.
- Body Condition: Fair
- Body Notes: Solid with average rust and wear. Excavator bucket with WERK-BRAU engage and disengage coupler.
- Interior Condition: Fair
- Misc Info: Transportation Dimensions: 36' 9" long x 11' 2" wide x 11' 3" height. Weight: 77,800 (Dimensions are for convenience purposes and are not guaranteed, buyers should rely on their own measurements prior to arranging removal)
- Titled: No
- GVWR: 35.29 Tons

Click on any picture to see a larger image.

Each evening at 11:59 pm, that evening's online auction results are posted to our past prices page. This page will display in chronological order; Selling agency, date (auction closed), description of lots sold, sale status, high bid amount and the high bidder (member ID).

Our past prices page dates back to September of 2012 and is available for anyone to view.

When the County goes into their consignor account and approves/declines the high bid amounts for each lot sold within their auction. The status on the past prices page will change from Pending to **Approved** or **Declined (with your minimum amount)**.

**Consignors also have the ability, from their "Members Area" under the "Consigned Items" tab, to view past auction results, approve/decline assets. The information stored in this area is only able to contain 6 months of data at a time, the oldest being removed when that time slot is full. This page can be filtered by specific auctions, date ranges, descriptions, etc.

Main Admin Menu

- Auction List
- Customers
- Fixed Price List
- Fixed Price Invoices
- Other Users
- Consignors
- Salespeople
- Categories
- Active Users
- Generate Email Bulletin
- Pending Registrations
- Accepted Credit Cards
- Fees
- Promotional Code
- Site Settings

Reports

- Invoices Report
- Items Report
- Taxable Sales
- Non-Tax Exempt Sales
- State Sales Tax
- Deposit Report
- Salespeople Report

Account Main Page for Ted Bunnell (Consignor # 1612)

Personal Information
Invoices
Credit Cards
My Favorites
My Bids
Shopping Cart
Are you a reseller?
Are you a dealer?
Communication Preferences

Consigned Items
My Auction Invoices
Manage Consignor
Emails History
Admin

List of lots consigned (2668)

Filter By: Lot/Title/Description
Summarized By: --
Date Range: -- - --
Get Report Clear Fields

Auctions: All Auctions
More Auctions...
Category: --
Filter by Status: All

Page 1 of 75
Go to page: 1 Consigned items per page: 36 Next Page

Batch Actions

Summary of Consigned Items

Period	Number of Items	Total Bid Amount	Total Commission Estimate	Total Net to Consignor Estimate
Total	2668	\$5,203,364.39	\$0.00	\$5,203,364.39

Lot Number	Title	Current Bid	High Bidder	Sales Status	Counter Offer	Commission	Net Estimate	Auction ID
0001	(100+) Herman Miller Cubicles			No Sale		0.00%		14251
0001	2014 Ford Explorer SUV	\$2,125.00	Ramon munoz	Approved		0.00%	\$2,125.00	25121
0001	Zenith 7100 Hospital Beds	\$130.00	ultramark137	Approved		0.00%	\$130.00	24746
0001	Toro Reelmaster 20000 Mower	\$500.00	motcy1	Approved		0.00%	\$500.00	18128
0001	2013 Ford E350 Super Duty Extended Van (MPA540)	\$620.00	Peter ulan	Pending		0.00%	\$620.00	27993
0001	F40PH-2 Locomotives for Scrap, (2)	\$4,050.00	CostelloDismantling	Approved		0.00%	\$4,050.00	15838
0001	(2) Jacobsen Golf Carts	\$660.00	gracewood	Approved		0.00%	\$660.00	12725

15

Sample Municipal Auction on our past prices page

[Skip to main content](#)

Accepting Consignments

Questions? Problem? Help?
Bidding support is available M-F from 9 AM-5PM EST.
Contact us or call (800) 536-1401 x131.

For customer service after 5PM EST and Saturdays
10AM-5PM call 800-536-1401 option 1 from the menu.

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(800) 536-1401

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PAST PRICES

Please use the menu below to view our past auction prices

Use drop-down menu or enter an item specify the prices you wish to view:

Select The Month To Visit
2022 Prices

Go
Enter Year, Make or Item
Search
Clear

- January 2022 Prices
- January 2021 Prices
- December 2021 Prices
- November 2021 Prices
- October 2021 Prices
- September 2021 Prices
- August 2021 Prices
- July 2021 Prices
- June 2021 Prices
- May 2021 Prices
- April 2021 Prices
- March 2021 Prices
- February 2021 Prices
- January 2021 Prices
- December 2020 Prices
- November 2020 Prices
- October 2020 Prices

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Mon-Fri from 9 am to 5 pm EST
Active Users: 1020



27643 - Mass OSD DDS Wrentham-MA #27643 - 2022-02-21


Lot #0046 - Magliner Aluminum Ramp	Approved	\$3,500.00	Brian mcgourty
Lot #0045 - Tenco 10' Plow	Approved	\$3,550.00	Brian mcgourty
Lot #0044 - HiWay Super P8 Sander	Approved	\$460.00	Brian mcgourty
Lot #0043 - Large Lot of Scrap Metal	Approved	\$1,575.00	arearecyclingllc
Lot #0042 - Stainless Steel Sanders	Approved	\$470.00	Oakie4217
Lot #0041 - 1988 John Deere 575 Skid Steer	Approved	\$4,200.00	swallow valley mall
Lot #0040 - Bush Hog and Plow	Approved	\$92.50	Rmkiesl
Lot #0039 - Roller	Approved	\$610.00	toy
Lot #0038 - Mowers and Tillers	Approved	\$10.00	romey1269
Lot #0037 - Gravely Pro 50" Mower	Approved	\$260.00	1985 chevy
Lot #0036 - Fisher 8' Minute Mount Plow	Approved	\$670.00	snoffterdayton
Lot #0035 - Fisher 8' Minute Mount Plow	Approved	\$180.00	hags
Lot #0034 - Fisher 9' Minute Mount Plow	Approved	\$410.00	hags
Lot #0033 - Fisher 9' Minute Mount Plow	Approved	\$330.00	snoffterdayton
Lot #0032 - Meyer/Diamond 8' Plow	Approved	\$310.00	Russco
Lot #0031 - Fisher 9' Minute Mount Plow	Approved	\$350.00	snoffterdayton
Lot #0030 - John Deere 60" Mow Deck	Approved	\$155.00	timcill
Lot #0029 - 2007 HD 60" John Deere Snowplow	Approved	\$360.00	flyinfirt
Lot #0028 - 2002 John Deere 1435 47" HD Snow Blower	Approved	\$6,600.00	518as
Lot #0027 - 2006 Ford E450 Wheelchair Bus (F455)	Approved	\$860.00	JH5929
Lot #0026 - 2008 Ford F350 XL Super Duty Dump Truck (1459)	Approved	\$1,425.00	toy
Lot #0025 - 2008 Ford Escape SUV (151B)	Approved	\$1,050.00	Alejandro007
Lot #0024 - 2008 Ford E350 Super Duty Wheelchair Bus (HP1488)	Approved	\$2,025.00	Bruffee123
Lot #0023 - 2008 Ford E350 Super Duty Wheelchair Van (HP1489)	Approved	\$3,850.00	taracelest1
Lot #0022 - 2007 Honda Civic Sedan (111Y)	Approved	\$4,350.00	samsis4
Lot #0021 - 2007 Ford F350 Extended Van (F908)	Approved	\$7,035.00	YONISFAMILY



Approval, Invoicing and Payment Collections

After the auction ends, for online auctions, our website will automatically contact your agency, via email, to submit high bid prices for approval. At this time your agency will have the option of declining any bid they feel is not high enough at no penalty or additional fee. We will ask your agency to specify a minimum acceptable price for bids they declined, and we post this minimum price on our Past Prices page.

[www.AuctionsInternational.com] Auction is Over ☐ Inbox x

 info@auctionsinternational.com
to me 

**AUCTIONS
INTERNATIONAL**

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For customer service after 5PM EST and Saturdays 10AM-5PM call 800-536-1401 option 1 from the menu.
 

Sent on: Monday April 06, 2015, 11:04:01
Auction: RJ Demo Auction [TEST] is over and you have items that need to be approved before invoices can be generated.
Please click on the following link to access your page:
<http://www.auctionsinternational.com/myaccount/consigneditems/auction/4828/salesstatus/pending>

Clicking the link above will bring you to your Consigned Items tab. Simply check the lots you wish to approve on the left-hand side and use the drop-down box to select, Approve. If declining the high bid price, enter your counteroffer and click “Counter Offer.”

List of lots consigned (3)

Filter By

Summarized By

Date Range -

Auctions

More Auctions...

Category


Filter by Status

Page 1 of 1

Summary of Consigned Items

Period	Number of Items	Total Bid Amount	Total Commission Estimate	Total Net to Consignor
Total	3	\$9,438.00		\$0.00

<input type="checkbox"/>	Lot Number	Title	Current Bid	High Bidder	Sales Status	Counter Offer	Commission	Net Estimate	Auction ID
<input checked="" type="checkbox"/>	0002	2002 Ford F450 Dump Truck with Stake Body	\$5,200.00	brianr173	Pending	<input type="text"/> <input type="button" value="Counter Offer"/>	0.00%	\$5,200.00	23765
<input type="checkbox"/>	0005	2001 Spectra Marine Trailer	\$4,200.00	Honey39	Pending	<input type="text"/> <input type="button" value="Counter Offer"/>	0.00%	\$4,200.00	23765
<input type="checkbox"/>	0005A	Curtis Air Compressor	\$38.00	LoneWolfe	Pending	<input type="text"/> <input type="button" value="Counter Offer"/>	0.00%	\$38.00	23765

- Batch Actions 
- ☒ Batch Actions
- ☐ Approve Selected Items
- ☐ Disapprove Selected Items
- ☐ Remove Counter Offer From Selected Items

All bids that are approved will be sent to our Accounts Receivable Department for invoicing. Invoices will be emailed to the respective winning bidders whose bids were approved.

Payments will be due within five (5) business days, and customers can pay with cash at our headquarters, certified funds, direct deposit to our Citizens Bank account, money orders and credit cards. After five (5) days, any item that has not been paid for will be offered to a backup bidder for the backup bid amount (the last bid increment before the final bid). If the backup bidder takes the item, they will be invoiced at their highest bid increment. If they are not interested, then the item will be re-sold, or revert back to your agency's possession. Any bidder who does not follow the terms and conditions of the site will be banned.

Auctions International provides a complete service to our government clients, many of whom do not want to deal with collecting payments and invoicing customers. Our professional accounting department calculates and collects state and local sales tax according to the requirements of the law. We keep detailed accounting records of all transactions for a period of seven years, and remit sales tax to state and local agencies on a recurring, scheduled basis.

All proceeds collected remotely on your agency's behalf by Auctions International in an online auction will be forwarded to your agency within fifteen (15) business days after invoices are sent to the winning bidders and all monies are collected, unless other terms are negotiated after award of the contract.

If your County would like to change the required payment time from five business, we are willing to customize our program to suit the exact needs of your County. As customers pay their invoices, they will be issued a paid receipt and a copy of that paid receipt will be sent immediately to your agency. The winning bidder will be instructed they need to make an appointment with your agency in order to pick up their items. By receiving a duplicate of each paid receipt, the seller's staff can expect a call for making pickup arrangements from the purchaser(s).

After a purchase has been paid for, and the paid receipts have been issued, your agency will then be cleared to release, by appointment with adequate notice to an on-line bidder, the auction merchandise to the customers who present a copy of the paid receipt. Signed title(s) and keys will be handed out by your agency to auction staff for distribution unless otherwise arranged. Your agency retains ownership of the item until the identity of the buyer has been confirmed and that buyer is ready to remove the purchased auction items.

Since 2003, www.auctionsinternational.com has not been offline or out-of-service except for our 8-hour software upgrade conducted in March of 2015. All information is backed up on redundant servers with power backup generators. All website maintenance is performed without taking the site offline. Our full-time staff conducts the online auctions with technology owned by Auctions International. Please find a **sample** of our standard invoice following this page.

Emergency vehicle disclaimer. Auctions International places a specific disclaimer on all former emergency vehicles, placing the burden of decommissioning on the winning bidder, punishable by law.

"This vehicle is being sold as retired emergency vehicle and may be equipped with red/white lights, strobes and/or sirens. If a municipality or legal law enforcement agency is NOT the highest bidder for this lot, it will be the responsibility of the bidder to decommission ALL EMERGENCY INSTRUMENTS prior to the vehicle leaving the facility. This means you will have to cut power to; lights, sirens and/or any radio equipment (shall it be equipped). You must also de-identify this vehicle

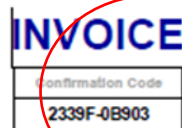
as being an emergency vehicle. Failure to do so may result in legal ramifications and potential accusations of impersonation. Please keep in mind that former emergency vehicles may have the following (but not limited to): holes in roof or trunk from removed antennas, lights and sirens, missing center console, specialty rear seating, interior cages, and any other emergency vehicle equipment. It is the responsibility of the bidder to inspect each asset you are bidding on and make satisfactory determinations about the condition thereof."

Reports and Invoices provided to Nassau County

Auction Invoices- Once a successful high bidder has paid for their merchandise, in full, they are administered a "PAID" invoice. A copy of this PAID invoice is also available to the consignor for review in the Consignor's "Member Area."



PAID
06/05/2023



A unique confirmation code is generated and posted on each paid invoice.

Helps limit fraudulent activities and the possibility of forged paid invoices

Bill To:

William Van Laarhoven 111
Martin Auto Sales
108 Washington Street
North Easton, MA 02356
Bristol County

DATE	INVOICE #	TERMS
06/11/2023	107373	Due on receipt

AUCTION	05-31 Nassau County MTA, Long Island-NY #32928
PHONE	508 294 7738
PHONE2	508 294 7738
FAX	5082386728
EMAIL	martinautosales108@gmail.com

Customer Dealer No.	ST-120 Martin Auto Sales MA Resale 204506053 MA Dir ADII-22-0008 Selling/buying automobiles
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Item Description	Tax Rate	Amount
0032 - 2013 Ford Explorer SUV Fleet #104, VIN #1FM5K8B86DGC40812, Docs: Clear Title	0.000% - 0.00	6,300.00
Payments:		
#14684 06/5/2023 11:11:11 AM ET		6,930.00
Sub-Total		\$6,300.00
Buyers Premium = 10%		\$630.00
Nassau (exempted) Sales Tax		\$0.00
<p>Must contact Sharon Persaud at 516-571-1775 to arrange for pickup. Item(s) located at 3340 Merrick Road, Seaford, NY 11783. Nassau County</p> <p>Once your invoice has been paid, please log into your Auctions International account and retrieve the Paid Invoice from your Invoices tab. You can then print it directly from there.</p> <p>Payment DUE within FIVE (5) business days, ANY MERCHANDISE LEFT ON PREMISES AFTER TEN (10) BUSINESS DAYS WILL REVERT BACK TO THE POSSESSION OF THE SELLER, WITH NO REFUND ISSUED.</p> <p>Click here for direct deposit / wire transfer instructions.</p> <p>Buyers outside of New York State need to send us a completed NY State DTF Form before we can remove sales tax from their invoices.</p> <p>Note: The NYS DTF form only applies to titled / registerable vehicles/vessels. It is NOT applicable to items that cannot be registered and ONLY for New York State based auctions.</p> <p>Make sure the consignor has the paperwork ready when you call.</p> <p>4.00% Buyer Premium Discount for Payments made with Certified Funds: cash, bank transfer*, guaranteed funds or money orders. Personal/company checks will not be accepted for payment. If using these payment methods, your Discounted Balance due is: \$6,930.00</p> <p>*If paying by wire transfer there is a \$15.00 wire transfer fee. Please add this to the total you are paying. Thank you.</p>		
For payments made with Certified Funds		\$6,930.00
Non-Discounted Balance Due		\$6,930.00
Balance Due		\$0.00
<p>Your bids have been approved, and payment is now due. Please remit your payment to our office within five (5) business days. The pickup contact for these items is located in the body of your invoice. You may make pickup arrangements once we receive your payment. You must provide a copy of this invoice stamped "PAID" in order to obtain your merchandise.</p> <p>For Titled Vehicles: It is the buyer's responsibility to verify that the title or registration information is correct and matches the vehicle purchased. Verify year, make, model, VIN or serial number, mileage and/or hours prior to removing vehicle from the premises.</p> <p>Auctions International is not responsible for vehicles and/or merchandise after the item(s) have been removed from the facility where they are located. The back of the title will be filed out according to the "Bill To" Section of this invoice. Please let us know if you need this info changed.</p>		

Sales tax is a line item on ALL auction invoices

Payment Options

We have developed a secure online payment module for each Member. Invoices can now be paid by credit card, online, by any registered bidder of the site. Below is an example of the Account Main Page, with the invoices tab on the left. Members may also pay via mailed bank check or money order, personal check (with bank letter, guaranteeing available funds), wire transfer, or in cash if appearing in person at our facility.

Account Main Page for RJ Bidder Demo Klisiewicz

Personal Information Invoices My Favorites My Bids Are you a reseller? Com

Your invoices
 You will find your invoices here.
 When you win items at auctions we send you an invoice via email to let you know the invoice is ready.
 Then you can come here to pay the invoice using our simple and secure online payment process.

ID	Title		
52	Auction Invoice for: RJ Demo Auction [TEST]	1	unpaid view

If a bidder was the successful high bidder for multiple auctions, each separate invoice would appear.

Personal Information Invoices Credit Cards My Favorites My Bids Are you a reseller? Communication Preferences Admin

Validate credit cards

Welcome back to AuctionsInternational.com!

You're free to browse the site and manage your account, but you will have to add a credit card to your profile before bidding in the online auctions.

To add a credit card to your profile, click on the 'add new credit card' link below.

+ add new credit card

All members are required to keep a credit card on file. This may be utilized for paying invoices as well as allowing us to charge a relisting fee, shall a successful high bidder default on paying. We do not place any restrictions on the amount of a credit card payment, allowing for bidder/buyer convenience.

In 2022 we collected over \$11 million in credit/debit card payments, averaging over \$500,000.00 per month. As an online marketplace with 100% mobile compatibility, not accepting these types of payments would significantly restrict your sales potentials. Furthermore, we do not place a monetary restriction on these payments. Auctions International, Inc. bares all risks associated with credit/debit

Credit Card Payments			
Month of	Year 2022	Year 2021	Year 2020
JAN	847,811.29	465,017.52	400,288.93
FEB	476,626.41	456,207.09	545,092.55
MAR	738,718.93	620,681.30	645,233.17
APR	910,972.24	806,582.13	412,143.82
MAY	927,829.23	1,094,208.90	322,432.55
JUN	832,440.08	813,663.41	408,267.97
JUL	1,202,371.50	827,859.72	810,786.32
AUG	1,186,058.82	660,257.03	669,422.47
SEP	995,925.46	951,365.92	779,972.82
OCT	726,079.21	741,409.86	961,711.11
NOV	1,133,116.21	1,078,733.05	861,754.92
DEC	1,084,507.24	793,312.04	986,378.76
Total	11,062,456.62	9,309,297.97	7,803,485.39

PAYMENT METHODS ACCEPTED BY AUCTIONS INTERNATIONAL, INC

ACH

Cash- At Corporate Office ONLY

Guaranteed Funds; cashiers check, bank check, certified check- Mailed to our Office

Direct Deposit/Wire Transfer- Associated with our Citizens Bank account

Municipal Vouchures

****Credit/Debit Cards- Used through our website payment portal (Authorize.net)**

As a dominate online auction marketplace for educational institutions and municipal surplus we have recognized the necessity to accept credit/debit card type payments.

*****Sales Tax:**

Auctions International, Inc. collects all local and states sales tax, from successful high bidders, for both vehicle and non-vehicle purchases. Purchasers can use our Paid Invoices as proof of payment of taxes when registering their vehicles at the DMV. All taxes collected by Auctions International, Inc are remitted back to the proper authorities on a strictly mandated timeline. Tax exempt forms received by our company are verified for their legitimacy and usages through an audit approved website portal. Sales tax is collected on ALL assets. Auctions International, Inc. is one of the very few firms that properly collects all applicable sales taxes. Additionally, Auctions International, remits proper income taxes in each state we conduct business in.

Buyer Database and Bidder Registration

New bidders on the auction site must fill out the registration page, agree to the site terms and conditions and enter a valid credit card into the appropriate fields. All of the County ads can have a free registration promo code waiving our one-time \$10 registration fee. This is normally charged to the credit card that was entered on the registration form. The fee is used to verify the registrant's identity and address information. Credit cards that are declined will prevent the registration from being processed. This protects our government sellers and other bidders. However, those interested in following our site but not necessarily in bidding may register for free to receive email updates.

Promotional codes are utilized to offer prospective bidders, free or discounted registration opportunities.

All registration and credit card information collected from bidders is kept in the strictest confidence and encrypted by 128-bit SSL technology during the registration process. All credit card payments are processed by Authorize.net, the industry standard for secure online credit card processing. If the address that is entered in the registration form is not correct, Authorize.net will reject the account application.

Bidders who fail to meet the terms of sale are banned from the website and subject to collection activity by our company. Failure to pay bidders are banned from our website. Since we implemented ID verification technology, our default rate for auctions has been less than 2.5% and has been decreasing steadily from that figure. In the future we hope to get the number down to 1% or less.

While Auctions International, Inc. does NOT require bidders to register for each individual auction on our website. All bidders must register to our website for bidding rights. Since we have such a large volume of surplus auctions on our website, requiring separate registration for each sale would cause frustrations to our bidders. Once a member on our website, bidders are not restricted to their participation in our online auctions. We offer promotional codes, that can waive this one-time fee.



Quality Control Procedures for Online Auctions

Protecting the Seller's Interests

Our policies, terms and conditions were designed by legal professionals, to protect your agency from any legal action or disputes by unsatisfied bidders. Your agency will always retain the right to withdraw items, make changes to descriptions, or add merchandise to the online auctions, with no penalties or obligations.

Furthermore, bidders are prompted to accept the terms and conditions for each specific auction. They will only have to do this once, for each auction they are interested in participating in, not for each individual lot.

Price Erosion Concerns

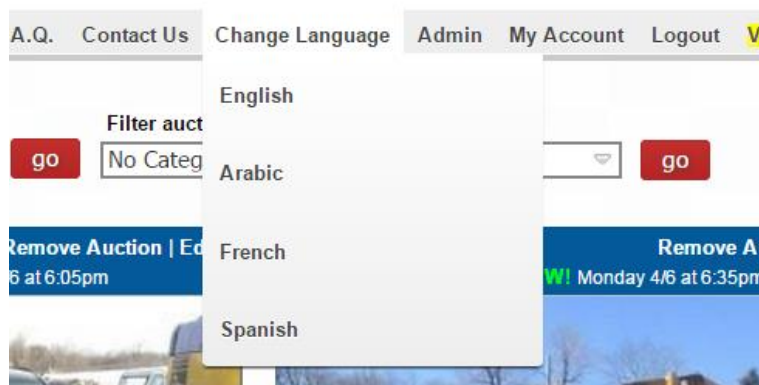
With over 75,000 registered bidders, we are well-equipped to sell a high volume of similar items to a variety of buyers. We have routinely conducted online auctions for various police departments and other government entities with many vehicles of similar nature. In our experience, we have found that some of our wealthiest bidders (i.e. taxi companies, limo services and other transportation companies) actually prefer to buy in quantity from a single seller to meet their needs. The single destination for their truckers and drivers saves fuel and labor costs, while reducing the time taken to place the bids.

System Customization for Sellers

Our surplus disposal program allows our selling clients to set specific terms for each of the auctions we conduct. The terms can be incorporated directly into the item descriptions, or links can be created in the descriptions that allow the bidders to download your agency's special terms and print them out. We will also carry the you agency's logo on our site if requested.

Multi-Lingual Access

Our website is configured to utilize Google Translate functionality which allows users to choose to see our website's written content in English, Arabic, French and Spanish. This will make our website accessible to speakers of some of the most commonly spoken languages in North America.



ONLINE AUCTION SECURITY SYSTEMS

PHYSICAL SECURITY:

All online auction details for Auctions International, Inc. have limited accessibility. Only Auctions International staff has access to auction specific information, through custom login credentials for our website, (all passwords are reset quarterly).

Our listings staff makes only applicable auction material accessible to the public; i.e. the online auction; asset details and photographs. Specific County personnel will be given “Consignor” credentials, enabling them to view: paid invoices, consigned auction items and other “non-public” content.

Our office servers are locked in a video monitored room with complete battery backups. All computers at our corporate office are password protected. Our entire facility has 24 hour video surveillance, locking gates and FASTresponse alarm systems.

ONLINE SECURITY:

Auctions International provides Secure Socket Layer/Transport Layer Security (SSL/TLS) encryption to all pages that contain user sensitive information. Encryption is provided using the SHA256RSA algorithm to ensure complete data privacy even over insecure networks. All credit card payments are processed by Authorize.net, the industry standard for secure online credit card processing. If the address that is entered in the registration form is not correct, Authorize.net will reject the account application.

All registrants to our website are thoroughly investigated prior to being granted bidding rights. Full time staff verifies their address and phone number as well as cross referencing the IP address use when registering and the credit card number entered. On occasion we must block non-qualified bidders and/or prevent them from gaining access to our auction bidding platform.

SERVER SECURITY:

Auctions International owns our website and all the content thereof. We do utilize a professional development team, Auction Method. They host our system on redundant servers in a distributed environment behind a load balancer. This means that our website actually exists on several servers to ensure uptime.

The site uses TLS 1.2 (a strong protocol), ECDHE_RSA with P-256 (a strong key exchange), and AES_256_CBC with HMAC-SHA1. It uses a 2048 bit RSA public key.

Since the launch of our new website in 2015 there have been ZERO recorded downtimes and there are no projected down times in the future.

Customer Service Provided during and after Online Auction(s)

During Business Hours (M-F 9am-5pm):

Auctions International, Inc prides itself on being customer oriented. We offer numerous methods for answering customer questions and providing technical support.

PHONE:

Our phone system is set up with dial in options to direct callers to the personnel best fit the answers they are asking;

From our Toll Free number 800-536-1401 or our local number 716-656-1400:

To make a payment: Dial 1

Questions about bidding and Website: Dial 2

Complaints service issues: Dial 3

Consignors calling about payment: Dial 4

Listings Department: Dial 5

Interested in cosigning: Dial 6

Reach a field representative: Dial 7

We also offer email communication abilities to our customers:

Info@auctionsinternational.com: allows customers and consignors to send inquiries about our website and services.

service@auctionsinternational.com : allows customers to submit their concerns or issues they may have endured through our online auction process.

All email correspondences are addressed by our customer service department and a response is given within 1 business day of receiving.

After Business Hours (M-F 5pm- last auction closes)

Auctions International, Inc offers LIVE customer services assistance after hours. At 5pm our phone system changes our menu to offer "Live customer support" by dialing 1 on the keypad. Our afterhours customer service representative is available to assist online bidders until the last auction for that evening closes.

Typical calls after hours include:

-Forgot password or username

-I was the high bidder, when can I pay?

-Why did the auction extend?

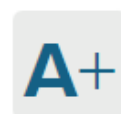
-When does the auction end?

-Where can I find the Nassau County auction?

Many calls we receive after hours are from newer customers who are unfamiliar with our online auction process. Our customer service representatives are happy to walk them through the process and ensure a sense of understanding as they continue to bid on our website.

Customer satisfaction is measured by the number of unresolved customer and client complaints via our metrics dashboard. Additionally, as an accredited BBB organization, our A+ rating further displays our high degree of professionalism and customer satisfaction.

BBB Rating & Accreditation



Accredited Since: 2/3/2021

Years in Business: 20

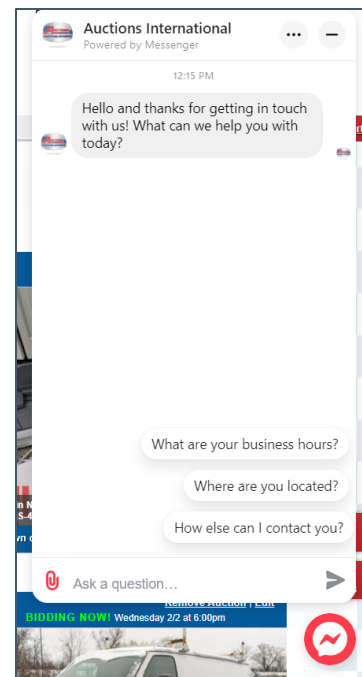
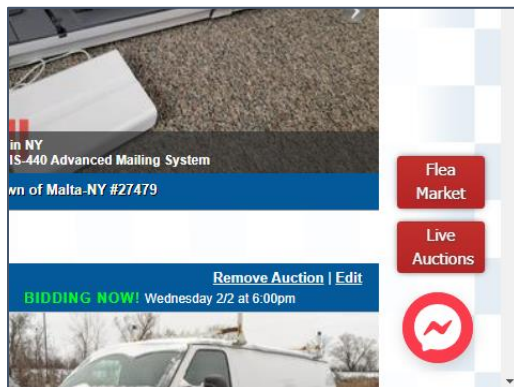
Website Chat Function

(Available as needed to both Bidders and the County 24/7)

Our company instituted a new, Facebook Messenger based, chat feature to our website. This allows bidders and sellers alike to directly address our staff with any comments, questions or concerns. These messages are received by our managerial staff 24 hours a day and assistance is given almost immediately.

Managerial staff has the Messenger chat feature downloaded to their cellular devices, to assist customers during non-business hours.

Chat feature is located at the bottom right corner of our website.



Submitting Photos/Condition Reports (Optional)

Auctions International, Inc offers (2) methods of submitting auction materials. Both have been streamlined to ensure the process is user friendly for our sellers. The County can either send their materials directly to our website or at their option, utilize their dedicated Sales Representative.

If elected, as an optional service, Auctions International can send a Sales Representative to your facility(ies) to photograph and check-in surplus assets. Please refer to the Project Cost Proposal.

There is NO maximum limit to the number of photos for any given lot and/or auction. Auctions International, Inc. also can upload videos and documents to any/all auction lots.

There is NO limit to the number of lots per auction. We can run 1 lot auctions or 10,000 lot auctions.

There is NO limit to the number of auctions posted to our website; daily, weekly, monthly or annually.

Full training will can be provided to the County personnel.

Our system can be used as-needed by Nassau County.

Upcoming Enhancements.

Auctions International, Inc. is currently developing an asset management system.

Auctions International is always making user friendly improvements to our website both on the buyer and seller side of the process. Currently, we are reformatting our “header” action bar of our website. There will be additional options for interested parties to click on, directing them to enhanced features.

Release Management.

Auctions International launched our new website platform in Spring of 2015. Since then there have been no significant alterations to our website.

When applicable, updates are done by our Development team after normal business hours when there are no auctions closing (typically 12am-5am).

Before each update is implemented a testing website has the update loaded onto it and it is tested vigorously for malfunctions. When the update is cleared to go live, our development team contacts our Corporate Office approximately 5 business days ahead of time, so we can alert our clients, shall they be affected.

If any of our clients will be affected by an update to functions or features of the website, we will send out an email notification to each of them alerting them of the changes and how to maneuver through those enhancements.

New features and updates to our online bidding website are typically done so in a generalized state of mind. We have not allowed customers to control what features we launch, remove or update on our website. Shall the County wish, we can alter the Contract Manager directly if an updated feature will have any effects on their account.

Methods of communication for new releases and enhancements

- Email
- Webpage banner
- Informational Video posted to website
- Facebook post
- Inclusion of update on buyer invoices
 - Inclusion of update on seller reports/payments

Auctions International, Inc. training systems.

Training methods utilized

- Videos (5 total videos, 2-7 minutes in length, each)
- Consignor Manual (8 page, picture oriented booklet outlining how to upload auction materials, accept/decline high bid prices)
- On-Site Training (Auctions International staff will provide onsite training for both field and computer related operations)
- Verbal Walk-Thru (Auctions International staff can provide oral communication walk-thru trainings on all aspects of business)
- Screen-Sharing (Auctions International staff can walk-thru online auction system by allowing the Nassau County personnel to view our computer screens, through a Go-To-Assist screen sharing software.

Nassau County /Agency Personnel to be Trained.

Auctions International, Inc. is willing to completely train all the County personnel involved in the liquidation of surplus assets. It is important to understand that the County personnel may not be involved with each facet of the auction process. For example, the personnel who are responsible for approving/declining the high bid prices of the sales may not necessarily be the individual at the facility of which where the assets are located. This means their duties and involvement in the process vary and our training is designed to educate each appropriate personnel with the education necessary to fulfill their commitment to the process.

Ground-Level Personnel- These are the “boots on the ground” for the County. They may be Maintenance Supervisors, Head Mechanics or any other immediate users of the assets being liquidated. These personnel would be given training on how to properly catalog and photograph their surplus assets, shall they wish to liquidate their departments assets without the immediate oversight of Auctions International staff. Auctions International staff reviews all submitted auction materials to ensure completeness and correctness.

Office-Level Personnel- These are the lead personnel from each of the agencies/departments Nassau County may be selling assets for. These individuals will be trained on how to upload an auction to our website as well as how to accept/decline closing bid prices for each auction assets sold. Additionally, these personnel can be given instruction on how to access the post-auction reports available on our web-based system.

Executive-Level Personnel- These are the limited personnel approved by the County to oversee the auction process. They will be instructed on how to access online auction reports as well as how to view post-auction results.

- Our training program is very precise and well received. Many of our consignors have taken our training and choose to post their own online auctions at their leisure. Whenever an asset is declared surplus, they have the knowledge and tools to proceed with the auction process on their own.
- Our training will revolve around which personnel is assigned to the project by the County. Each appropriate individual will be given the “hands-on” training they need to successfully fulfill their commitments to this project.
- If additional improvements are made to our website and the online auction platform we will update all applicable personnel immediately on the updates to keep them up-to-speed with the improvement to the system.
- Shall the personnel at the County turnover and new individuals join your team, we will offer the same extensive trainings to each new County personnel.
- Our system has been designed to create a sense of ease for both our buyers and sellers alike. For this reason, recurring training is not required, however, it is available to the County as needed after our initial sessions.
- The instructors from our company are as following
 - RJ Klisiewicz- Project manager
 - Jim Giovanniello- Long Island Sales Representative
 - Will provide on-site training and verbal walk-thru
 - Corey Cramer- IT Director
 - Will provide screen sharing educational sessions
 - Barbara Linhardt- Listings Department
 - Will provide verbal walk-thru and explanation of the consignor manual.

ALL TRAININGS WILL BE SCHEDULED ON AGREED UPON DATES AND TIMES WITH THE COUNTY AND TO INVOLVE THOSE COUNTY PERSONNEL DEEMED APPROPRIATE TO THIS PROJECT.

Trainings on cataloging and checking-in vehicles is strictly based upon the desire of the County (or agencies) to complete those actions. Auctions International is fully prepared to send staff to complete those related duties.

ADVERTISING/ MARKETING CAPABILITIES

Auctions International, Inc combines various advertising and marketing methodologies to promote our website and the auctions thereof. A combination of traditional print advertisements with digital age marketing and unconventional promotional methods have allowed us to become a 'go-to' marketplace for buyers. In 2022, we spent over \$250,000 in advertising and marketing.

On the following pages you will see some research to prove that traditional print advertisements are not necessarily the best method of marketing in today's age. Although, we do agree there should be a combination of both print and digital. We have recognized we are in a digital age and have successfully been able to increase auction participation and revenues through our aggressive digital marketing.

Press Releases- Auctions International Inc. has a staff member responsible for drafting press releases and articles for our clients. These are never a guarantee as press releases are published as deemed fit by the printing firm. However, we can produce these to generate local interest in your surplus sales. Additionally, a press release after an auction highlighting the results is a great way to show your taxpayers what local government is doing.

Marketing Plan

Each online sale will be posted and advertised on the following websites;
GlobalAuctionGuide.com, AuctionGuy.com, GoToAuction.com and AuctionZip.com

Each online sale will be posted to our corporate Facebook page and promoted as deemed fit

Each online sale can have an auction announcement published in participating newspapers.

If Nassau County can provide us a list, we will send out letters/postcards announcing Auctions International as the County's auction firm and briefly explain how to register to our website.

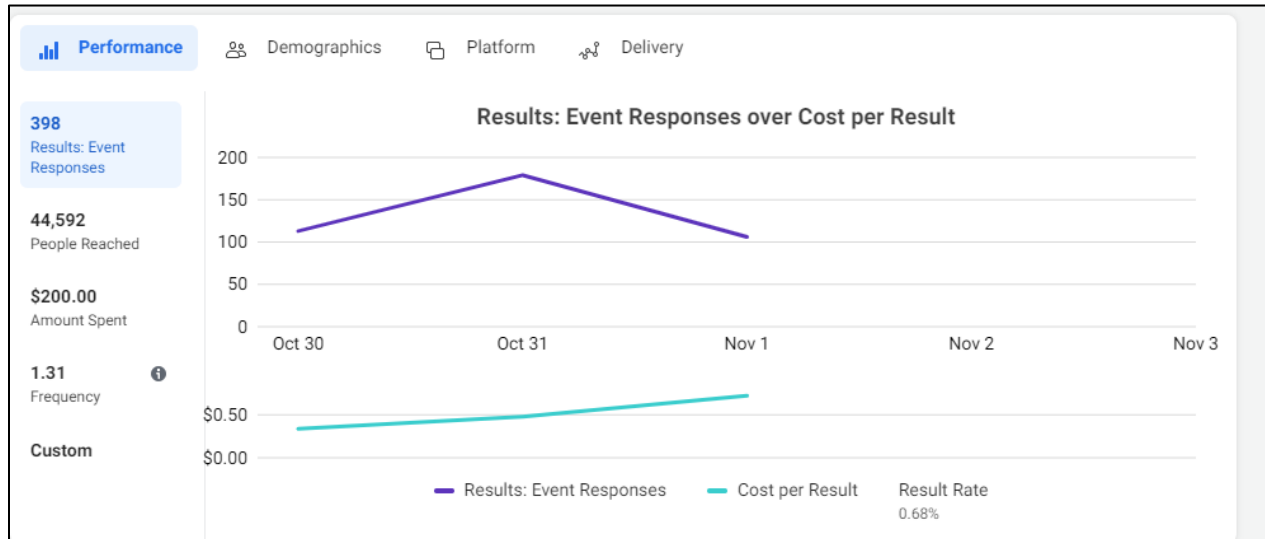
Each auction can have a press release prepared for local media distribution including newspapers, Penny Savers, local TV and Radio Stations.

Auction International will bare ALL costs associated with advertising/marketing your sales.

****Note:** Please be cautious when reviewing competing proposals. Promises by our competitors to spend \$XXX to market your sale should not be a sole deciding factor in awarding this contract. Our website traffic and the prices we obtain prove our tactics extremely successful.



SAMPLE FACEBOOK MARKETING



Edit Audience

Lookalike (US, 5% to 10%) - People Who Clicked FB Call To Action Last 365 Days

Lookalike (US, 5% to 10%) - People Who Engaged With a FB Post Last 365 Days

Lookalike (US, 5% to 10%) - People Who Visited An Auction Page Last 180 Days

Search existing audiences

Exclude

Locations

Location:

- United States: Massachusetts; New Hampshire; Vermont

Age

18 - 65+

Gender

All genders

Detailed Targeting

People Who Match:

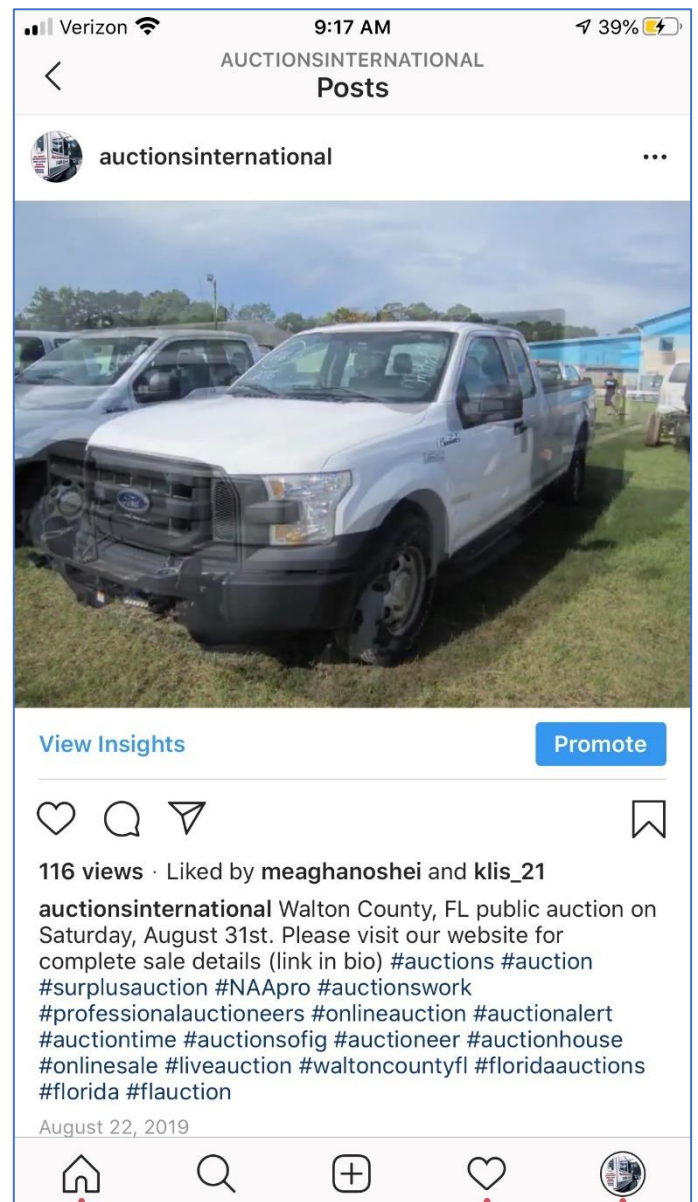
- Interests: Used good, Jeep Patriot, Ford F-Series, Auto auction, Online auction, Outdoor recreation, Collision, Pickup truck, Cars, Off-road vehicle, CarMax, John Deere, Trucks, Driver's license, Chevrolet, Edmunds.com, Auction, Truck driver, Road, Jeep Grand Cherokee, Taxi Driver, Vehicles, Outdoor enthusiast, Snow removal, Dodge Ram, Dodge, Kelley Blue Book, Ritchie Bros. Auctioneers, Automobiles, Cars.com, Accident, Carfax (company), Honda, AutoGuide.com, Chevrolet Silverado, Heavy equipment, Backpacking (wilderness), Used car, Shopping, TractorHouse, Car dealership, Jeep, Family car, Taxicab, SUVs, Mack Trucks, Automobile safety, Online shopping, Camping, Navistar International, Mid-size car, Transport, Traffic, Sedan (automobile), AutoTrader.com, City car, Manheim Auctions, Distracted driving, Spring (season), Driving, Iron planet, Chrysler, Road transport, Toyota, Motor vehicle, Ram Trucks, All-terrain vehicle, Hatchback, Driver's education, Four-wheel drive, Nissan, Compact car, Vehicle insurance, Highway, Public auction, Ford Motor Company, Full-size car, CarsDirect.com, Used Cars, spring, Auction Hunters, Luxury vehicle, Carsharing, Uber (company), TrueCar, Driving instructor or Lyft
- Behaviors: Engaged Shoppers
- Employers: Heavy equipment or Taxi
- Job title: Auctioneer or Car Driver

Save As New Update

SAMPLE FACEBOOK/INSTAGRAM MARKETING (CONT.)

Digital Advertising

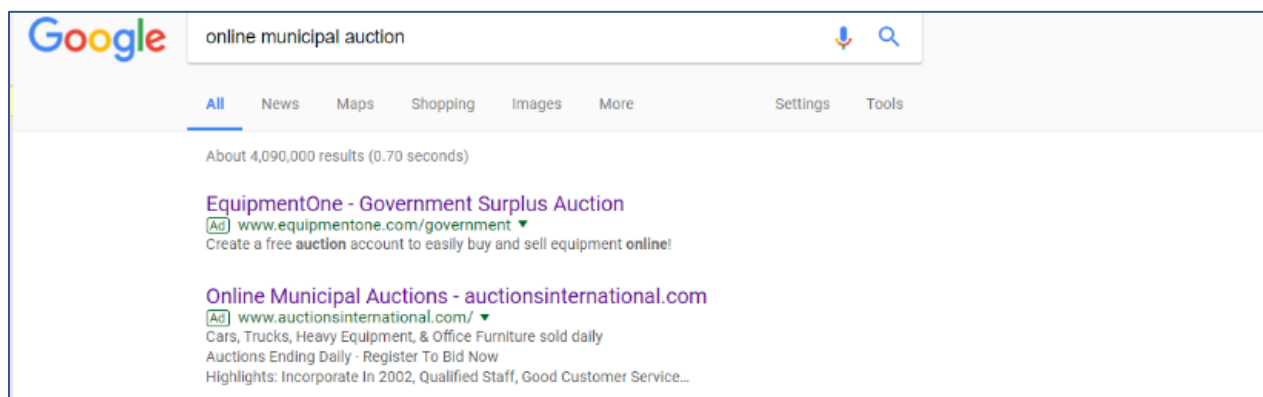
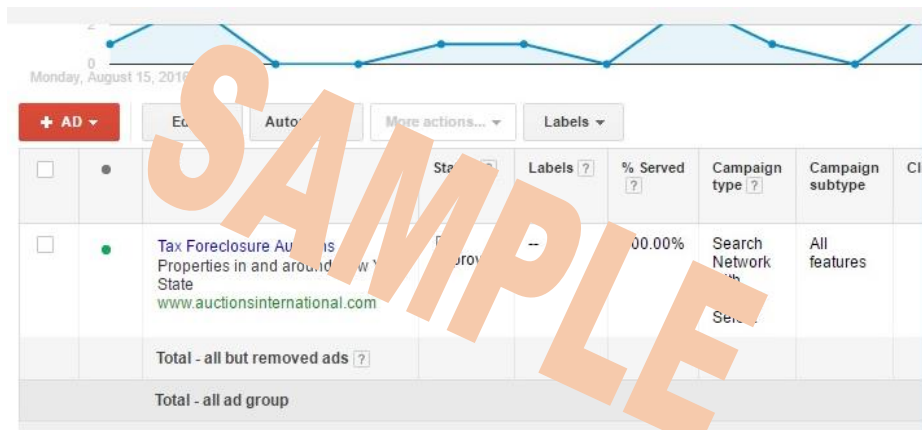
Instagram Ad Campaigns



Google AdWords

We will create a specific AdWord campaign. This campaign will be running and targeted towards search engine keywords related to the machining equipment specific to your auction. Our team will work diligently on selecting key phrases to be utilized, after a thorough assessment of your assets.

- Sample search engine key words will include, but not limited to:
 - Nassau County Surplus
 - Nassau County Surplus Auction
 - Surplus Auction
 - Surplus
 - Nassau County Surplus Sale



Additional Listing Websites

Auctions International, Inc. understands that technology has become a major part or nearly all United States citizens and the world. Because of this trend, we have continued to adopt new/cutting edge advertising techniques that include the internet and digital marketplace. With a combination of the additional online advertising medium we are able to put your event in front of the eyes of nearly ONE MILLION auction enthusiasts.

All Auction events will be posted on the following (but not limited to) websites:

AuctionGuy.com (Auctioneer only listing platform)

The screenshot displays the AuctionGuy.com website interface. At the top, the 'AUCTION GUY' logo is accompanied by the tagline 'Tell'em The Auction Guy Sent You!'. Navigation links include 'Post your free listing', 'Home', and 'Auctioneer L'. Below the header, four featured auction listings are shown with images and dates: a green toy car (Sept 07th, Richmond, IN), a handgun (Sept 17th, Evansville, IN), a room interior (Sept 03rd, Ennis, TX), and a bathroom (Aug 31st, Freedom, OK). A search bar and filters for 'Browse by location', 'Browse by company', and 'Browse by date' are present. The main content area features a breadcrumb trail: 'Home > Auctioneers > Auctions International Inc.'. The profile for 'Auctions International Inc.' is displayed, including contact information for RJ Klisiewicz, the company's website, and a detailed 'About Us' section. The 'About Us' text describes the company's history since 2002, its online auction platform, and its commitment to professionalism and customer service. A 'VIST OUR SITE' link points to the company's website. A list of key facts about the company is provided at the bottom.

Auctions International Inc.

Contact: RJ Klisiewicz -Operations Manager | Phone: 800-536-1401 | Fax: 800-569-3334 | Email the Auctioneer
Web Site: <http://www.auctionsinternational.com/>

About Auctions International Inc.

PROFESSIONAL AUCTIONEERS

VIST OUR SITE; <http://www.auctionsinternational.com>

About Us:
Auctions International was incorporate in 2002. Auctions International has created a simple yet highly functional and efficient online auction site. This site has access to over one million registered bidders. Our new contract with AuctionZip helps us to further generate a larger audience. Whether you're selling or buying, the experienced Auctions International staff is always available to answer questions or concerns. With staff located in Auburn, New York; Long Island, New York; Central Georgia; Arizona; Massachusetts and of course our home base in East Aurora, New York; Auctions International serves to hundreds of clients.

The Auctions International Mission Statement is:
To provide superior auction services, both online and live, to our clients, consignors and the general public, by exhibiting the highest degree of professionalism, knowledge, and auction skill in all aspects of the auction process while also treating both buyers and sellers with equality, fairness and honesty.

Our Vision Statement is:
To be an industry leader in auction and asset/surplus liquidation markets, offering our advanced professional auction services in a timely and highly efficient matter. Our incredibly experienced and qualified staff makes customer service a priority in each and every aspect of business. Our broad range of expertise allows us to tender the needs of all clientele. Technologically impressed options via the World Wide Web and traditional auction success separates Auctions International from the rest of the auctioneering market. It is our goal to make every effort to inform the public about government auction sales.

- Auctions International employs eight certified auctioneers, (Male: 7/ Female: 1)
- Over \$100,000,000 in online surplus auctions since 2004
- **No storage concerns.** Quickly sell your items as soon as they are declared surplus, instead of waiting around for a traditional live auction (and depreciated values).
- **No more hauling of large machines or equipment to the auction site!** Purchasers are required to remove bought

GlobalAuctionGuide.com (Auctioneer only listing platform)









GLOBAL AUCTION GUIDE

BROWSE LISTINGS BY: Location Company Date

2227 Upcoming Auctions AUCTIONEERS: Register

SEARCH AUCTIONS HERE ...

AUCTIONEER COMPANIES IN NEW YORK

 Absolute Auction and Realty	 Auctions International Inc.	 Aucto Inc.	 Dann Auctioneers
 Hessney Auction Company	 Manhattan Auctions	 Mel Manasse & Son Auctioneers	 Moyer Auction & Estate Co.


AuctionZip.com (Auctioneer only listing platform)

AuctionZip Your auction community

Sign Up | Member Login

Home Online Bidding Auctioneer Directory Member Login & Sign Up Latest Auction Info AuctionZip Auctioneer ID# GO

30 Miles 14052 All Categories Keywords Search Auctions

 **Auctions International** AuctionZip Auctioneer ID # 4612

Russ Scherrer
11167 Big Tree Road
Buffalo, NY 14052

Phone: 800-536-1401
Email: jared@auctionsinternational.com
Web: www.auctionsinternational.com

Auction Alerts

TRADITIONAL & ONLINE AUCTION SERVICES

We specialize in selling government surplus real estate, trucks, heavy equipment, fleet vehicles, machine shops, business assets, plant liquidations, and asset management services.

Auctions International, Inc. has been conducting public auctions since 1989, and our experienced auction specialists know how to get more for our selling clients. **WANT IT SOLD?** Call today for a free consultation with our auction professionals.

GoToAuction.com (Auctioneer only listing platform)
As of July 5, 2023, Ranked: #8 of 10,284 in USA and #1 in NYS)

The screenshot shows the GoToAuction.com homepage. At the top, there's a navigation bar with links for 'About GoToAuction.com', 'Contact Us', and 'Member Login'. Below this is the GoToAuction logo and a section for 'FREE EMAIL NOTIFICATIONS' with a 'Sign Up Now!' link. The main navigation bar includes links for 'Home', 'Hire an Auction Company', 'Add Your Auction Company', 'ID# Search', and 'Company ID# or Listing ID#'. A search bar allows users to find auctions within a specified distance and with keywords. The 'Auctions by State' section lists various states. The 'Auction Spotlight' section features several featured auctions, including one by Long Shot Auctioneers and another by Auctions International. The 'This Week's Most Viewed Auctions' section highlights auctions by Auctions International and Braun & Helmer Auction Service. The 'This Week's Most Viewed Auction Companies' section lists Auctions International and Braun & Helmer Auction Service.

GoToAuction.com AWARDS:

-24 weekly awards in 2023
for the Most Viewed Auction
Company in NYS

-7 weekly awards in 2023
for the Most Viewed Auction
Company in the US

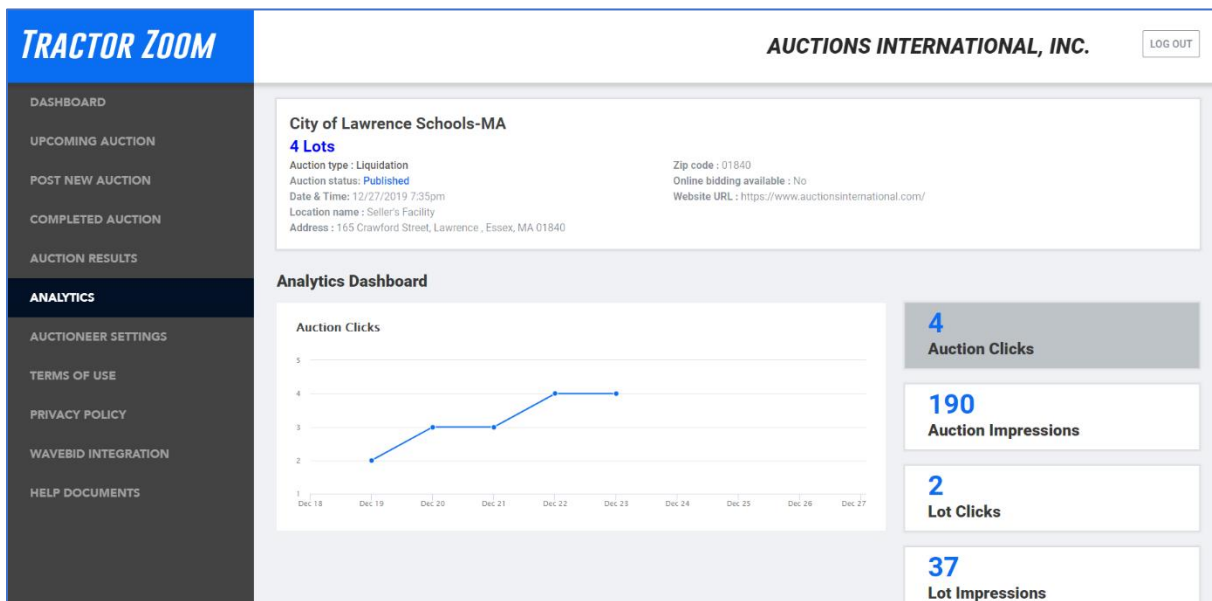
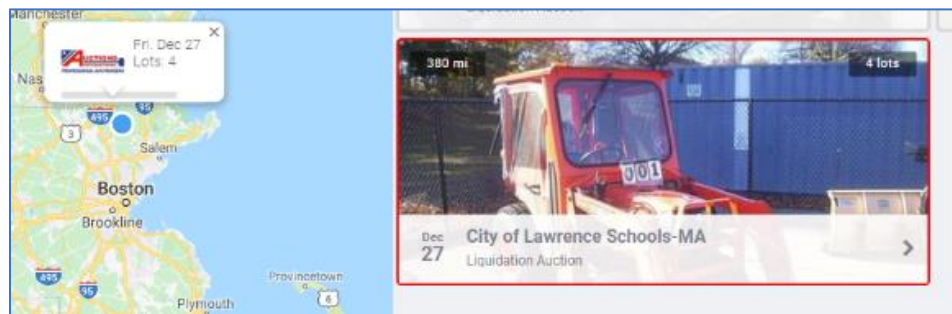
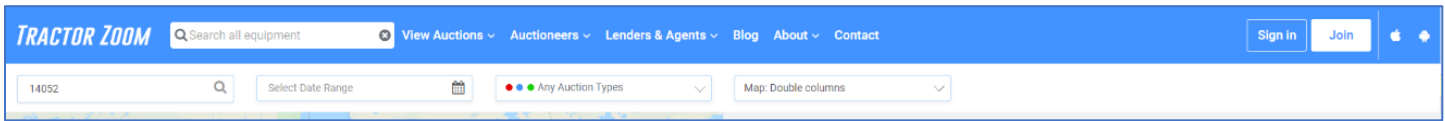
--52 weekly awards in 2022
for the Most Viewed Auction
Company in NYS

-17 weekly awards in 2022
for the Most Viewed Auction
Company in the US



Tractor Zoom

Where applicable, Auctions International, Inc posts Agricultural and Construction industry specific assets to TractZoom.com. This is a new auction listing website that we have just incorporated into our advertising and marketing efforts.



MyLittleSaleman

All applicable assets listed to our website are then listed on My Little Salesman, generating increased exposure.

The screenshot shows the My Little Saleman website interface. At the top, there is a navigation bar with a search bar and links for 'FOR SALE', 'FOR RENT', 'SELL', 'SERVICES', 'WANTED', 'AUCTIONS', 'INDUSTRY NEWS', 'COMPANIES', 'RESOURCES', and 'INFO'. The main content area features the profile of 'Auctions International, Inc.', an auctioneer. The profile includes contact information: Address (11167 Big Tree Road, East Aurora, NY 14052, United States), Phone ((844) 574-2099), and Website (www.auctionsinternational.com). A 'Company Info' section describes their services in selling government surplus real estate, trucks, heavy equipment, fleet vehicles, machine shops, business assets, plant liquidations, and asset management services. To the right of the profile is a sidebar with the 'AUCTIONS INTERNATIONAL PROFESSIONAL AUCTIONEERS' logo and buttons for 'Directions', 'Email', 'Listings', and 'Website'. Below the profile, there is a section titled 'Listings by Auctions International, Inc.' with a link to browse all listings for sale or rent. This section is divided into four categories: Trucks, Construction Equipment, Farm Equipment, and Lifting Equipment, each with a list of items and their counts.

Trucks

- Boom & Bucket Trucks (1)
- Buses (22)
- Crane Trucks (1)
- Dump Trucks (23)
- Emergency Vehicles (1)
- Fire Trucks (1)
- Flatbed Trucks (4)
- Garbage Trucks (2)
- Military Trucks (1)
- Other Trucks (6)
- Stake Bed Trucks (1)
- Step Vans (1)
- Tanker Trucks (1)

Construction Equipment

- Backhoes (3)
- Dozers (1)
- Excavators (2)
- Assorted Equipment (2)
- Motor Graders (1)
- Skid Steers (1)
- Wheel Loaders (2)

Farm Equipment

- Tractors (7)

Lifting Equipment

- Cranes (1)
- Forklifts (3)
- Pallet Jack Forklifts (1)

Rock & Dirt

Applicable assets listed to our website are then listed to Rock & Dirt, generating increased exposure.

The screenshot shows the Rock & Dirt website interface. At the top, there is a navigation bar with a search bar and links for 'Equipment For Sale', 'Auctions & Events', and 'Find A Dealer'. The main content area features the profile of 'Auctions International', a dealer/auctioneer. The profile includes contact information: Address (11167 Big Tree Rd East Aurora, NY 14052 United States), Phone (+18005361401), and links to 'Visit Dealer Website' and 'Contact Dealer'. A 'Register Free To Bid Online - Tons of Government Surplus Items.' banner is present. Below the profile, there are filters for 'Truck: 9' and 'Equipment Crane: 3'. A section titled '9 results' shows a grid of images of various trucks. A notification bar at the bottom of the results section asks the user to email them price drops and new results for this search by subscribing to their Privacy Statement. The bottom right corner of the results section has a 'Show all' link.

Equipment For Sale

Auctions & Events

Find A Dealer

Dealers / Auctions International

Auctions International

11167 Big Tree Rd East Aurora, NY 14052 United States

+18005361401

Visit Dealer Website

Contact Dealer

Register Free To Bid Online - Tons of Government Surplus Items.

Truck: 9

Equipment Crane: 3

9 results

Email me price drops and new results for this search
By subscribing you agree to our Privacy Statement

Email address

Notify Me

Show all

VOICE LOGIC

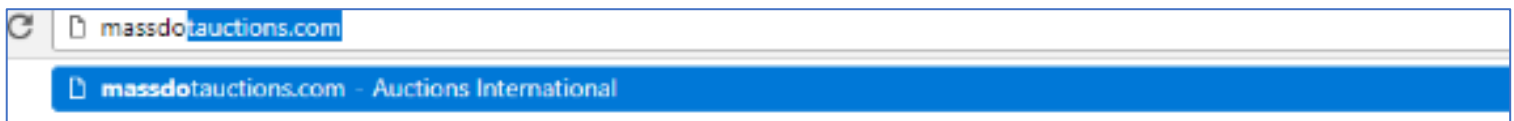
At the end of 2019 our marketing team began utilizing Voice Logic. Voice Logic has been a pioneer in the area of new marketing technologies. Through the utilization of their “Voicecasting” services we can deliver a pre-recorded message directly to someone’s voicemail without ringing their phone. We utilized this service to alert previous auction attendees on upcoming tax foreclosed real estate auctions. We have decided to make this a permanent addition to our marketing and advertising efforts for each of our tax foreclosure auctions and have already began testing this to promote our online surplus sales.



Tracking marketing efforts is always to find a definitive answer. It is nearly impossible to track newspaper or print medium marketing efforts. However, Auctions International has developed several strategies that allows us to better track our marketing efforts.

Custom URL domains

Where applicable Auctions International can purchase a Nassau County specific URL domain. This domain would be used in print medium publications and auto-directed to our online auction platform. This will allow our Google Analytics to track the amount of traffic driven to our site through that specific domain. They are directed directly to our auction platform where all additional auction specific information are located.



Promotional Codes

To further attempt to track our marketing efforts through traditional print mediums we have implemented a promotional code feature. This feature allows our company to generate a code word to be entered upon initial registration to our website. The promotional code can offer a discounted or completely free registration fee (standard registration fee is \$10) to our website. This promotional code would be inserted into our print mediums and would allow for a tracking of how many individuals utilize the specific promo code created for each newspaper utilized. This can be custom created by the County, Town or State to track the effectiveness of our advertising efforts. We will promote your auctions to as many potential bidders/buyers as possible.

“Heard About Us From”

Upon registration on Step 1 of 2 BASIC INFO, registrants can type in how/where they heard about us. We are in the process of making this a mandatory field, therefore, preventing registration completion without providing a comment in this text field. This will also allow us to better direct what drove a prospective bidder to our website.

STEP 1 of 2:
BASIC INFO

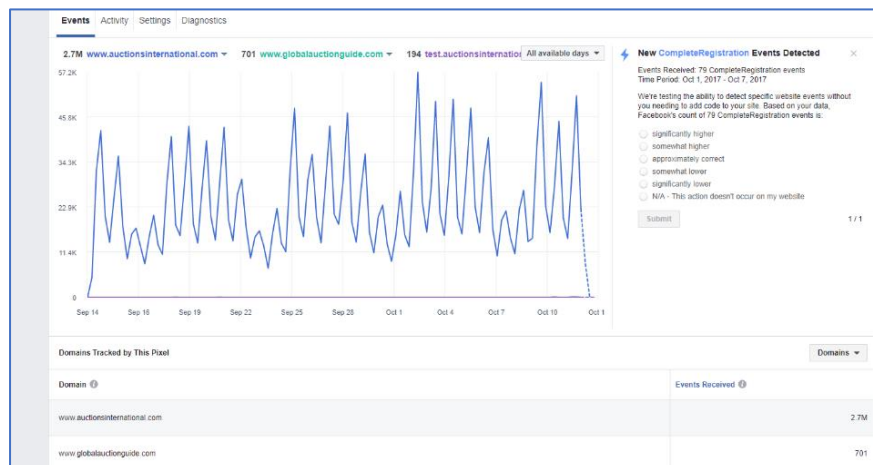
First Name *
Last Name *
Company Name *
United States *
Address *
Address 2 *
City *
Select State *
Postal Code *
County *
Phone *
Phone 2 *
Fax *
Heard About Us From *
Email *
Email 2 *
User Name *
Password *
Confirm Password *

* - Required field

Register to Bid Cancel my registration

Facebook PIXEL

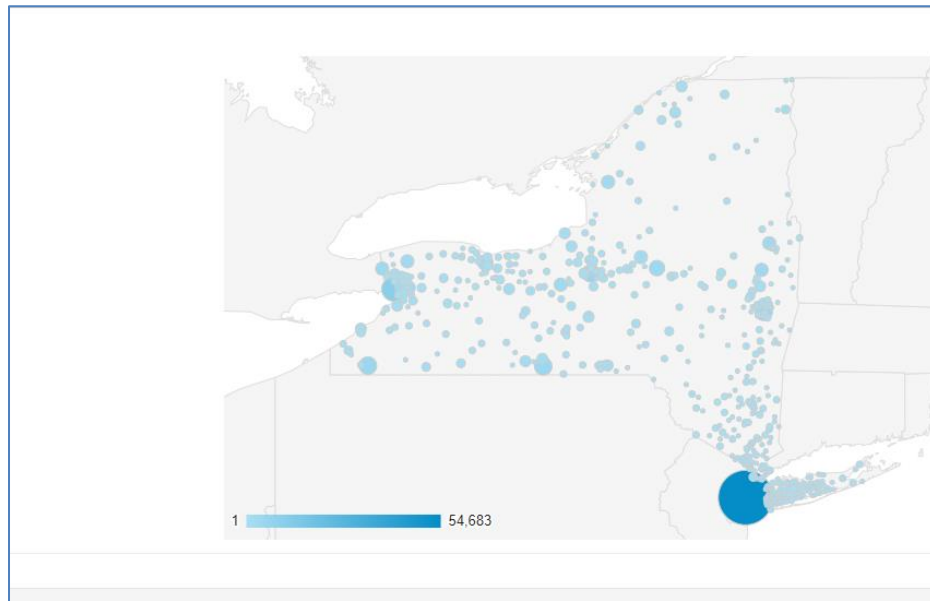
Another tool offered by Facebook is a Facebook Pixel. This pixel is inserted into the header of our website, which occurs on every landing page on our website. This can track the traffic and demographics of those people visiting our website. We can see how many times an auction URL was viewed, how they were directed to our website and the type of device they utilized when accessing our website. This tool would be used to track marketing results on a digital front; utilization of additional online listing sites for example.



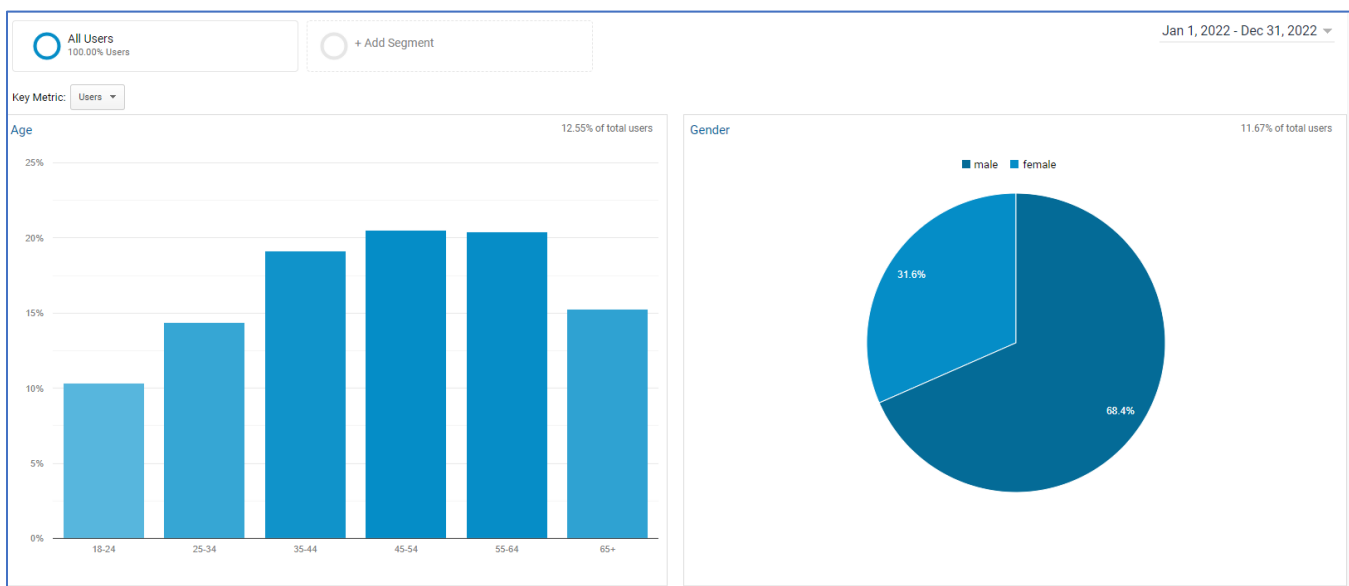
Google Analytics

Auctions International, Inc. utilizes Google Analytics to gauge and monitor the increasing traffic to our website. This Google tool allows us to view new visitors as well as returning visitors, their demographics [location (down to County, Town, Village), language, behavior, age, sex, etc.] We can use this tool following our print marketing efforts to gauge if additional traffic was driven to our website from a specific geographic Yarea. For example, if we placed a series of print advertisements in Niagara Falls, Ny we can go into our Google Analytics and gauge, down to the hour, how much increased website traffic we experienced because of our marketing efforts.

Below are website analytics from Jan 1, 2022- December 31, 2022



Acquisition			Behavior		
Users ?	New Users ?	Sessions ?	Bounce Rate ?	Pages / Session ?	Avg. Session Duration ?
291,327 % of Total: 22.01% (1,323,780)	274,651 % of Total: 20.77% (1,322,116)	1,599,223 % of Total: 50.46% (3,169,143)	19.60% Avg for View: 42.66% (-54.06%)	14.55 Avg for View: 10.33 (40.88%)	00:09:45 Avg for View: 00:06:48 (43.16%)



Website Listing(s):

BIDDING NOW! Tuesday 7/11 at 8:40pm

2 LOT(S) in NY
(35) Spectrum In Touch 32 Tablet Carts
2009 Buick Enclave SUV

Jericho UF SD, Long Island NY #33530

BIDDING NOW! Wednesday 7/12 at 6:00pm

8 LOT(S) in NY
2011 Ford Expedition Suburban
Hand Made Oak Office Furniture
Market Forge Double Oven, Cleveland Kettle
1989 Onan 45 GenSet Generator
And More...

Canandaigua C SD NY #33525

BIDDING NOW! Wednesday 7/12 at 6:10pm

LOT(S) in NY
(2) 2016 Chevy Silverado 3500HD Dump Trucks
(2) 2012 Ford F550 XL Super Duty Pickup Truck
(2) 2012 Ford F550 Dump Truck
(2) Tokheim Model 7522 Fuel Pumps

Town of Nassau Hwy NY #33263

BIDDING NOW! Wednesday 7/12 at 6:20pm

2 LOT(S) in NY
2000 New Holland T5100 Tractor with 76" Boom Mower
2004 Case Loader Backhoe

Town of Greenville Hwy NY #33434

Town of Nassau Hwy-NY #33263

Bidding Now! - ends Wed, Jul 12 at 06:10:00 pm

Page 1 of 1

Sort by Lot Number: lowest first View as

Lot #0001

Edit Item

2016 Chevy Silverado 3500HD Dump Truck w/ Plow

#1 1gmc

Current \$7,600.00

Min. Bid \$7,700.00

Bid \$7,700.00

\$ Place Max Bid Bid (PLACE A BID)

7D, 6H, 25M

More Info...

Lot #0002

Edit Item

2012 Ford F550 XL Super Duty Dump Truck with Plow

#1 Wjgroffbuilders

Current \$13,600.00

Min. Bid \$13,700.00

Bid \$13,700.00

\$ Place Max Bid Bid (PLACE A BID)

7D, 6H, 26M

More Info...

Lot #0003

Edit Item

2016 Chevy Silverado 3500HD Dump Truck

#1 DOG MAN

Current \$4,650.00

Min. Bid \$4,700.00

Bid \$4,700.00

\$ Place Max Bid Bid (PLACE A BID)

7D, 6H, 27M

More Info...

Lot #0004

Edit Item

2019 Ford F350 XL Super Duty Pickup Truck with Plow

#1 Rick@exceland 2954

Current \$18,600.00

Min. Bid \$18,700.00

Bid \$18,700.00

\$ Place Max Bid Bid (PLACE A BID)

7D, 6H, 28M

More Info...

Lot #0005

Edit Item

(#5) Tokheim Model 7523 Diesel Fuel Pump

#1 NA

Current \$0.00

Min. Bid \$25.00

Bid \$25.00

\$ Place Max Bid Bid (PLACE A BID)

7D, 6H, 29M

More Info...

Lot #0006

Edit Item

(#6) Tokheim Model 7522 Gas Fuel Pump

#1 NA

Current \$0.00

Min. Bid \$25.00

Bid \$25.00

\$ Place Max Bid Bid (PLACE A BID)

7D, 6H, 30M

More Info...

Edit Item Lot #0001: 2016 Chevy Silverado 3500HD Dump Truck w/ Plow

Your Highest Bid: Place Bid

Enter \$7,700.00 or more

Current Bid: \$7,600.00

Your Max Bid: NA

Time Remaining: 7 Days, 6 Hours, 25 Minutes

Extended Bidding: 1

Bidding Ends: Wed, Jul 12 6:10:00 pm ET

High Bidder: 1gmc

Bid Increment: \$100.00

Distance: Please click on the location address to view the item's location on a map.

Item has been viewed 350 times.

PREV LOT RETURN TO LIST NEXT LOT ADD TO MY FAVORITES

Twitter Google+ Pinterest Facebook Like

Details Bid History (19 bids)

Interested in Financing? Click here

**Financing is offered by a third party entity. The sale of this piece is not contingent upon the bidder/buyer securing financing. This is simply offered as a courtesy.

Please review all Auction terms at left side of auction before bidding

Terms of Sale:

All sales are final. No refunds will be issued. This item is being sold as is, where is, with no warranty, expressed written or implied. The seller shall not be responsible for the correct description, authenticity, genuineness, or defects herein, and makes no warranty in connection therewith. No allowance or set aside will be made on account of any incorrectness, imperfection, defect or damage. Any descriptions or representations are for identification purposes only and are not to be construed as a warranty of any type. It is the responsibility of the buyer to have thoroughly inspected this item and to have satisfied himself or herself as to the condition and value and to bid based upon that judgment solely. The seller shall and will make every reasonable effort to disclose any known defects associated with this item at the buyer request prior to the close of sale. Seller assumes no responsibility for any repairs regardless of any oral statements about the item. Seller is NOT responsible for providing tools or heavy equipment to aid in removal. Items left on seller premises after this removal deadline will revert back to possession of the seller, with no refund.



Unique Assets Marketing



1962 Cessna 182E- Skylane **Photos added**

Bidding is **closed**.

High Bid: \$85,500.00
Current Bid: \$85,500.00
Your Max Bid: NA

Time Remaining: **Closed** (bidding was extended)

Bidding Ended: Tue, Jan 2 6:00:08 pm ET
High Bidder: Jimmyk1940
Bid Increment: \$100.00

Item has been viewed 20,161 times.

[Twitter](#) [Facebook](#) [Pinterest](#) [Like](#)



TOWN OF HEMPSTEAD, NY is liquidating (3) vessels through an online, public auction. Auction is set to close 12/8/17 @ 6:15pm EST. www.AuctionsInternational.com

WORK BOATS For Sale. 18, 23, 27, 32 and 55 feet, aluminum, diesel powered, all in good working order. Palm Beach. (561) 723-2028

[Home](#) | [View Classifieds](#) | [View Picture Ads](#) | [Subscriptions](#) | [Classified Advertising](#) | [Picture Advertising](#) | [Contact Us](#)

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 P.O. Drawer 847 | Crossville, TN 38557
 Phone: 931.484.6100 | Fax: 931.458.2337
 Email: bhinfo@boats-and-harbors.com
[Facebook](#) [Twitter](#)

Town of Hempstead Waterways #12775

All items closed

Page 1 of 1

Lot #0001

1990 Munson 45' Boat

#1	Looper
Current	\$50,200.00
Min. Bid	\$50,300.00

closed
(bidding was extended)

[More Info](#)

Lot #0002

24' Work Boat

#1	pugzee
Current	\$13,600.00
Min. Bid	\$13,700.00

closed
(bidding was extended)

[More Info](#)

Lot #0003

****Lot Updated** 28' Work Boat**

#1	100% Fund
Current	\$26,000.00
Min. Bid	\$26,100.00

closed
(bidding was extended)

[More Info](#)

Additional Advertising and Sponsorships

Auctions International, Inc. believes in putting our name in print and on display to as many potential bidders as possible. We have a very diversified portfolio of advertising and marketing tactics that help generate the superior results we obtain on a recurring basis.



Local County 4-H Goat Project
pen sponsorship



Press release for NAA marketing
competition award.



Golf course hole sponsorships
(for client associations)



Semi-Permanent Auction Yard signage



Sporting Team(s) Sponsorships

Email Campaign-

Each registered bidder on our website must provide an email address upon their registration. Because of our highly visited website, we currently have over 92,000 registered bidders in our email system. We have the ability to send detailed emails about special events to each of them.

A customized email campaign can be sent out to all of our registered members “in good standing” throughout the auction process.

As applicable we can send weekly emails alerting interested parties of the redemption or removal of auction assets from the auction list.





PROFESSIONAL AUCTION SERVICES
11167 BIG TREE ROAD, EAST AURORA, NY 14052
WWW.AUCTIONSINTERNATIONAL.COM
TEL: 800-536-1401 FAX: 800-569-3334

Date of Incorporation: 8/23/2002 State of Incorporation: New York FEIN: 32-0038079

Tax Collection: Conducted live and online auctions as Scherrer Auctions from 1989 to 2004. Auctions International, Inc. was founded in 2002. Scherrer Auctions was closed in 2004, with all business activity transferred to Auctions International, Inc. Our clients include state, county and local government agencies, educational institutions, state and municipal authorities, plus police and fire departments. Auctions International is NOT a subsidiary of any other company. We are currently registered with the Department of State to conduct business in New York and are authorized to collect sales taxes. We collect sales taxes on ALL assets sold, not excluding vehicles.

Corporate Office:

11167 Big tree Road, East Aurora, NY 14052

Mission Statement:

To provide superior auction services, both online and live, to our clients, consignors and the general public, by exhibiting the highest degree of professionalism, knowledge, and auction skill in all aspects of the auction process while also treating both buyers and sellers with equality, fairness and honesty.

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CORPORATE INFORMATION

New York 'S' Corporation:
Auctions International, Inc.

Inc. Date:
8/2002

Employer ID:
320038079

Headquarters
11167 Big Tree Road, East Aurora, NY 14052

Telephone
(800) 536-1401

Facsimile
(800) 569-3334

Website
www.AuctionsInternational.com

Email
info@auctionsinternational.com

Company History

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Ownership

Russ Scherrer- Senior Auctioneer is 100% shareholder and owner of Auctions International, Inc

Corporate Officers - Authorized to Enter Binding Agreements

Russ Scherrer, President/ Senior Auctioneer & RJ Klisiewicz III, Operations Manager

Annual Business

3000+ online silent auctions each year.

Legal Consultant for Government Affairs and Public Procurement

Anna Zephro-Jost, PO Box 313, Tonawanda, NY 14151

Corporate Attorney

Charles C. Ritter, Jr. Esq. 2500 Main Place Tower, Buffalo, NY 14202

Auditor

Kotas & Kotas: 14752 Exchange St. Alden, NY 14004

Key Bank: 55 Douglas Ln, East Aurora, NY 14052

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Website & Mobile Compatibility

AuctionsInternational.com is a fully mobile compatible website. This creates user interface that allows for a more enjoyable experience, without potential bidders having to zoom in and out on their mobile device to utilize our website. Furthermore, Google has recently started to penalize websites that do not meet the Mobile-Friendly Test, placing their Google Rankings below those companies who host a mobile compatible sit.

Mobile-Friendly Test

<http://www.auctionsinternational.com/>

ANALYZE

Awesome! This page is mobile-friendly.

How Googlebot sees this page



Learn more about mobile-friendly pages

If you're interested in learning more about mobile sites, check out our [Webmaster's Mobile Guide](#) or the [Principles of Site Design on Web Fundamentals](#).

Do you use Google Search Console?

See how many of your pages are mobile-friendly by signing into your [Search Console account](#).

Give feedback

Encountered an issue with the test? Comments or questions about the results? Post to our [discussion group](#).

Interested parties will have the ability to view all auction information from their hand held smart phones, allowing them to inspect parcels without the need to obtain an auction catalog.

WEBSITE STATISTICS

The auctions will be conducted on www.AuctionsInternational.com, which receives a substantial amount of traffic. Here is a breakdown of our site traffic statistics:

New Bidders- Last 12 months: 11,931
Average New Bidders per Month: 994
Pageviews- Last 12 months: 33,635,999
Visitors- Last 12 months: 1,313,657
Average Pages/Visit: 10.43
100% mobile compatible
99.99% up-time rate

WEBPAGE TRAFFIC SUPERIORITY

Our website has a higher web traffic ranking than ALL New York State Auctioneers who provide tax foreclosed real estate auction services, according to SimilarWeb.com. This information can be verified by each evaluator as factual. Please note that actual ranking number may vary from day-to-day, hour-to-hour.

Our website is also ranked higher globally and nationally than numerous billion-dollar corporations.

Auctions International owns and maintains one single website, which allows for simple and easy access to ALL auction related documents and announcements.

Website rankings and website views are essential to for advertising your auction and putting your County's parcels in front of thousands of potential buyers. AuctionsInternational.com receives more views than any of our NYS competitors. Please feel free to verify these claims by searching each of our websites on SimilarWeb.com

Please feel free to research this data as an evaluation team. You will see there is not falsification of data. These are variable statistics pulled through the internet.

Meet SimilarWeb

- ✓ Benchmark against your competitors and industry
- ✓ Reveal your competition's analytics & online strategy
- ✓ Discover new opportunities - partners, leads or affiliates
- ✓ Identify emerging trends and new players
- ✓ Understand consumer intent and journey

[Get Started for Free](#)

The screenshot displays the SimilarWeb Website Analysis interface. It includes a sidebar with navigation options like Website Overview, Website Audience, Traffic Source, Traffic Destination, Website Content, and Competitors. The main content area shows 'Website Overview' with three ranking tables: Global Rank, Country Rank, and Category Rank. Below these are 'Website Audience' charts for Total Visits and Traffic Share, and an 'Engagement' section.

Website	Rank
ebay.com	#25
amazon.com	#9
newmark.com	#54
target.com	#29

Website	Rank
ebay.com	#1
amazon.com	#1
newmark.com	#22
target.com	#24

Website	Rank
ebay.com	#2
amazon.com	#1
newmark.com	#11
target.com	...

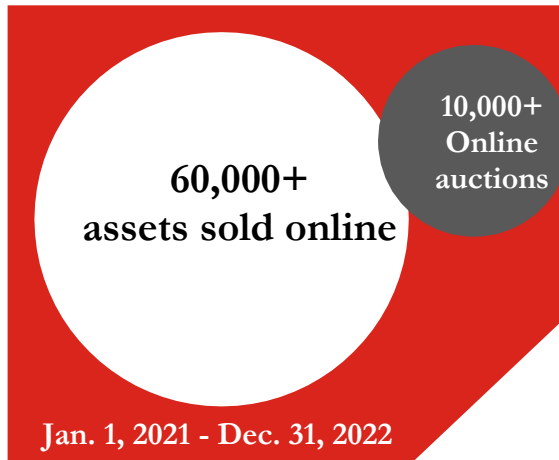
Website	Visits
ebay.com	5.5B
amazon.com	5.8B
newmark.com	888.7M
target.com	207.2M

Website	Share
ebay.com	45.17%
amazon.com	54.70%
newmark.com	34.21%
target.com	41.21%

Trusted and Loved by

The logos of five major companies are displayed: eBay, HSBC, British Airways, Microsoft, and Deloitte.

QUALIFICATIONS/ EXPERTISE



Designations, Accreditations, Memberships (Quick Summary)



Online auction totals:

2022: \$82,335,235.50
 2021: \$59,025,948.00
 2020: \$50,476,794.00
 2019: \$40,172,673.00
 2018: \$35,526,990.00
 2017: \$36,432,500.00

State Auction Licenses:

AZ, CT, DE, FL, GA, IN, MD,
 MA, ME, NC, NH, OH, PA, TN
 VT, VA, WV

City Auction Licenses:

Buffalo, New Rochelle, Niagara
 Falls, Syracuse

New Bidders- Last 12 months: 11,931 | Pageviews- Last 12 months: 33,635,999 | Average Pages/Visit: 10.43

Qualifications/ Expertise

Statement of Qualification/Expertise: Auctions International is New York State's largest volume online auction platform for municipal agencies. Our firm has been successfully serving government agencies, online, for over a decade. We are the most knowledgeable and experienced auction firm with respect to selling surplus assets for municipal bodies.

Auctions International, Inc.

FEIN: 32-0038079

DUNS: 140703369

Corporate Office:

11167 Big Tree Road
East Aurora, NY 14052

Local Tel: (716) 656-1400

Local Fax: (716) 656-1438

Toll Free Tel: (800) 536-1401

Toll Free Fax: (800) 569-3334

Lead Contact:

Operations Manager: RJ Klisiewicz III

rich@auctionsinternational.com

Dedicated Sales Representative:

Jim Giovanniello

Jim@auctionsinternational.com

www.AuctionsInternational.com

Who We Are...

Auctions International, Inc. has proven industry and technical experience, utilizing innovative techniques with standard methodologies to provide a complete solution in the asset liquidation marketplace. We are committed to delivering excellent services focused on quality of work, cost control and time management.

We strive to generate above average returns through our online auction platform, custom developed with both our Buyer's and Seller's needs in mind. Our vision is to be an industry leader in auction and asset/surplus liquidation markets, offering our advanced professional auction services in a timely and highly efficient manner. Our incredibly experienced staff makes customer service a priority in every aspect of business.

Let us convert your surplus vehicles and equipment into usable funds via the online auction method of sale.

Auctions International, Inc. provides Municipal and Government Agencies with a turnkey solution to turn surplus assets into usable funds.

Our online auction marketplace is amongst the most dominant in the Northeast with over 80,000 unique registered bidders. We proudly serve over 1,500 agencies across the Northeast. We are NYS's largest volume online auction provider for government.

We work closely with your agency to properly market and liquidate surplus assets to a global market. Our turnkey asset liquidation service has been custom created to meet the demands of our Seller's; increasing efficiencies and your bottom line.

What we do...

We offer a turnkey service with additional 'add-on' options, to Government Agencies, turning surplus assets into usable funds via our dominant online auction platform. The results we obtain are amongst the best in the industry.

- Asset check-in; photography & comprehensive cataloging
- Asset/Auction arrangement
- Asset Classifications
- Marketing & Advertising
- Collect and remit all auction proceeds (collection of sales taxes included)
- Full customer service team

WEBPAGE TRAFFIC SUPERIORITY

Our website has a higher web traffic ranking than ALL NY Auctioneers who provide auction services, according to SimilarWeb.com. This information can be verified by each evaluator as factual. Please note that actual ranking number may vary from day-to-day, hour-to-hour.

The below website traffic rankings were taken directly from SimilarWeb.com. It is important to understand that website traffic is crucial when marketing/advertising your County's auction. Here is a comparison of our website to auction firms within the State of New York.

(The lower the ranking number, the more traffic i.e. Google is #1)

<https://www.similarweb.com/website/auctionsinternational.com>

SimilarWeb.com comps as of 7/10/2023

Web Address	Global Ranking	USA Ranking	
AuctionsInternational.com	166,567	34,709	
NY Auction Companys			
Aarbids.com	N/A	N/A	lack sufficient data
AARauctions.com	231,066	37,865	
AuctionByKnapp.com	N/A	N/A	lack sufficient data
Brzostek.com	958,236	159,533	
BidnBuyNY.com	5,024,059	1,434,135	
CashAuction.com	1,652,234	301,765	
CollarCityAuctionsOnline.com	1,560,254	278,012	
Hessney.com	4,994,765	1,394,768	
Jjkane.com	528,567	89,703	
LyonAuction.com	2,425,435	562,040	
MaltzAuctions.com	1,360,083	234,881	
Municibid.com	156,683	26,650	
NYSAuctions.com	10,705,998	3,034,403	
PerryAuctions.com	3,436,048	805,623	
PetersonAuction.com	7,005,313	2,052,841	
Reynoldsauction.com	6,681,723	1,960,601	
Teitsworth.com	968,307	164,446	

Organizational Capacity

Additional Qualifications:

- 41 NYS County (County Agency) Contracts (2016-Present)
- Active Piggy-Back contracts
 - Saratoga County, NY
 - Onondaga County, NY
 - Massachusetts DOT
 - Purchasing Cooperative of America- Contract #OD-312-20
- Three State Contracts
 - Massachusetts OSD
 - Massachusetts DOT
 - State of Vermont
- 10,000+ online auctions; January 1, 2021 – December 31, 2022
- 60,000+ assets sold online; January 1, 2021 – December 31, 2022
- 20 Sales Representatives across 13 states
- 8 auction school graduates on staff
- Staff composed of over 100 years of authentic auction experience
- Members of the National Auctions Association
 - Over 15 combined educational designations
- Federal Firearms License Holder: #6-16-029-01-9M-04024
- Specializing in the sale of government/municipal surplus
- Currently serving over 1,500 agencies.
- 92,000+ qualified bidders to purchase municipal surplus assets
- **Averaging 130+ online auction listings on our website daily**
 - **As of Wednesday, July 5, 2023: 166 total online auctions**
 - **Government/Municipal: 110 online auctions**
 - **Educational: 30 online auctions**
 - **Other: 26 online auctions**
- Ability for consignors to upload their auction content directly to our online auction portal
- No seller's commission
- Comprehensive (optional) Sales Representative cataloging services
- Ability to accept/decline high bid prices, penalty free

MEET OUR STAFF

YOUR SALES REPRESENTATIVE

Nassau County will have at their disposal Auctions International's experienced Sales Representative Jim Giovanniello

Check-in services include:

Vehicle, Heavy Equipment and Titled Equipment-

Completion of vehicle condition reports, photography of the vehicle, test drive of vehicle, minor repairs made to vehicles to get them into operating condition

General Merchandise-

Completion of general merchandise condition reports, lotting of auction merchandise to ensure the most profitable outcome of the sale, photography of the general merchandise.

Auction Generation- Your sales representative and his staff will create ALL auction listings on behalf of the County. This includes; uploading of photographs and data input of all asset details.

Jim Giovanniello - Long Island Sales Representative

Auctions International- Bethpage, NY 2009- Present

Over 25 years of direct municipal experience. Former FDNY and Local Police Department Sgt.

Has worked with Auctions International, Inc. for over a decade, servicing the unique needs of our municipal and educational institution selling agencies.

Proudly services one of Auctions International's largest clients, Nassau County and wide-variety of Departments within their County. Works directly with agency staff to arrange and prepare online auction events.

For Online auctions, he travels to requested locations to photograph and catalog assets to be sold; gathering information is then uploaded to our website for official auction posting.



RCPD Sergeant (retired)

FDNY (former)

Bethpage FD (36 year member)

Jim@auctionsinternational.com Office: 800-536-1401 x 122 Cell: (631) 926-2681



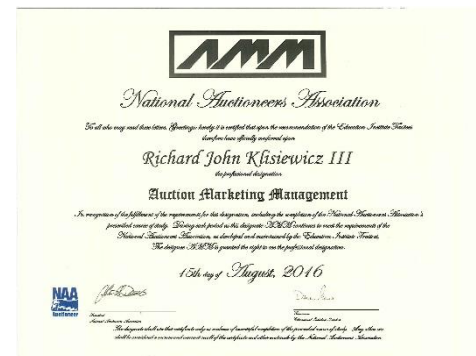
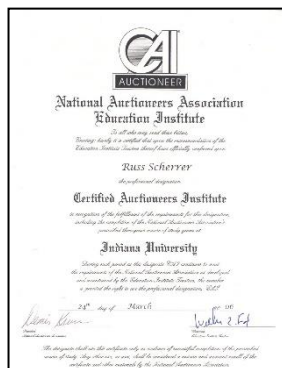
Auction School Diplomas

Below and on the following pages are a few of our staff's Auction Diplomas, certifying their completion of the Missouri Auction School. Missouri Auction School is noted as the #1 auction school in the United States and is the world's oldest and largest auction school.

Licenses Held:

Arizona; #20997938
 City of Buffalo, NY; AUC11-548225
 Connecticut
 Delaware; #2005201245
 Florida; #AU2180
 Georgia; #AUNR002626
 Indiana; #AU195000065
 Maryland; Tax #11408420
 Massachusetts; #AU2740 & #AU3218
 Maine; #AUC1618
 New Hampshire; #6049
 North Carolina; #167663
 Ohio; #62199670129

Pennsylvania; #AU003524R
 Vermont; #057-0002236
 Virginia;
 West Virginia; #1026-8518
 City of Niagara Falls; #20160001
 Ben Hill County, GA; #416
 South Carolina; #AUC4596
 NYC; #1176931-DCA





AUCTIONS INTERNATIONAL, INC.

11167 BIG TREE ROAD, EAST AURORA, NY 14052

Phone: (800) 536-1401 Fax: (800) 569-3334

www.AuctionsInternational.com

July 17, 2023

To whom it may concern:

I, Russ J. Scherrer, the sole owner and 100% shareholder of the Auctions International Corporation hereby allow and give the following authority to execute and engage in agreements, proposals, and solicitation responses on behalf of the Corporation. All should be in the best interest of the Corporation, conform to all local, State and Federal laws and shall not in any ways take away from the overall Mission and Vision of the Auctions International Corporation.

Richard John "RJ" Klisiewicz III- Operations Manager

Email: rich@auctionsinternational.com

Phone: (716) 656-1400 x110. | (800) 536-1401 x110

Fax: (716) 656-1438 | (800) 569-3334

Respectfully,


Russ J. Scherrer, President/Owner

Witnessed/Accepted by:

Richard J. Klisiewicz III, on the 17th day of July in the year of 2023

Notary:





Online and Traditional Auctioneers of Vehicles, Heavy Equipment, Machinery, Business Assets, Real Estate & More.



Russ J. Scherrer, AMM, CAI, CAGA

Senior Auctioneer

Professional auctioneer, personal property appraiser, NY Real Estate Broker and lead contact and senior manager for all municipality auctions. Over 25 years of experience and a graduate of Missouri Auction School. Member in good standing with the National Auctioneers Association.

Education:

Missouri Auction School Graduate, 1988

CAI Graduate (Certified Auctioneers Institute)

AMI Graduate (Auction Marketing Institute)

CAGA Property Appraiser (Certified Appraisers Guild of America)

CAGA, Personal Property Appraiser Certification

CAGA, Real Estate Courses R1, R2 & R3

Cusack Real Estate & Sales Training Center

Real Estate Broker Course

Bryant & Stratton Business Institute, Business Management

Auctioneer Licenses:

Arizona, City of Buffalo, City of Niagara Falls, Connecticut, Delaware, Florida, Georgia, Indiana, Maryland, Massachusetts, New Hampshire, New York City, North Carolina, Ohio, Pennsylvania, Vermont, Virginia, West Virginia, South Carolina

Career Experience:

2019

Over \$60 Million generated through tax foreclosed real estate auction sales

2015

Online auction website generated \$27,567,258.00 in revenue for municipal sellers liquidating their surplus assets

2006

Online auction website generated \$1,659,731.00 in revenue for municipal sellers liquidating their surplus assets

2002

Founded and incorporated Auctions International, Inc.
Cheektowaga, NY

1989

Founded and incorporated Scherrer Auctions Buffalo, NY



Richard J Klisiewicz III, AMM, CAI

Operations Manager/ Auctioneer

Professional auctioneer and member of the National Auctioneer's Association. 1 of 60 to complete the first AMM course offered through the NAA.

Directly oversees the day-to-day operations of the corporation, including; 20 full-time employees, 8 Sales Representatives.

Oversees and manages the cutting-edge marketing and methods utilized by Auctions International, Inc.

For Auctions, RJ is the main contact and works directly with personnel to schedule auction scheduling, as needed.

Direct contact for all auction contracts.

Education:

NYS Real Estate Assoc. Broker, ID: 10301220648

CAI- (Certified Auctioneer's Institute)
March 2021

Auction Marketing Management (AMM)
Grand Rapids, MI- July 2016 & Jan/Feb 2021

BBA (Bachelors in Business Administration)
SUNY Alfred- May 2013

Missouri Auction School
Kansas City, MO- July 2012

AAS (Associates in Applied Sciences)
SUNY Alfred- May 2011

Graduated High School with Honors (NHS & NBHS)
Silver Creek, NY- June 2009

Auctioneer Licenses:

Florida, Massachusetts, Maine, Tennessee, City of Syracuse, City of Niagara Falls, City of New Rochelle

Awards: Buffalo Business First's "30 under 30"- Class of 2018
SUNY Alfred State's Outstanding Young Alumni- Class of 2018

SIMPLIFIED ORGANIZATIONAL CHART

All personnel involved with this project work under the direct instruction of our Operations Manager



RJ Klisiewicz III, Operations Manager:

Role in this project:

- Oversee the completion of contractual agreements.
- Main point of contact for any County questions or concerns.

Expertise/Past Experience:

- Member of NAA (National Auctioneers Association)
- Member of MAA (Mass Auctioneers Association)
- CAI-(Certified Auctioneers Institute)
- Attended Missouri Auction School (2012)
- AMM (Auction Marketing Management) Accreditation (1 of the first 60)
- BBA Bachelors in Business Administration (SUNY ALFRED 2013)
- AAS Associates in Applied Sciences (SUNY ALFRED 2011)
- Full time Operations Manager at Auctions International, Inc since June 2013



Barbara Linhardt, Head of Listings Department:

800-536-1401 ext. 104 | barbara@auctionsinternational.com

Role in this project:

- Directly review/post all auction materials to our public website
- Contact District with questions or clarification on auction details

Expertise/Past Experience:

- Full-time listings agent at Auctions International, Inc since Fall 2015
- AAS Degree, Hilbert College; Buffalo, NY
- Posts/Reviews approximately 15 auctions daily



Michael Madison- Director of Finance

800-536-1401 ext. 103 | Michael.Madison@auctionsinternational.com

Role in this project:

Manages and oversees the Accounting Department. Oversees customer payment process, consignor refunds and auction closeout payments & reporting. Maintains sales reporting, sales tax administrations and quarterly/annual financial statement competition.

Expertise/ Past Experience:

- 15 years of banking experience
- 20 years of Controller/ CFO experience
- BS- Major in Business Management, Canisius College- 1983
- MBA- Concentration in Finance, State University of NY at Buffalo- 1994



Amy Wick- Customer Service

800-536-1401 ext. 131 | Amy@auctionsinternational.com

Role in this Project:

- Responsible for fielding customer questions with regards to auction assets
- Assists bidders with bidding/registration inquiries and problems
- Handles all customer complaints

Expertise/ Past Experiences:

- Full time employee of Auctions International since 2012
 - Has successfully maintained an A+ Better Business Bureau rating; Resolving all complaints in a timely and professional manner
- <http://www.bbb.org/upstate-new-york/business-reviews/auctioneers/auctions-international-inc-in-east-aurora-ny-152238725>



Russ J. Scherrer, President/ Senior Auctioneer

800-536-1401 ext 127. | Russ@auctionsinternational.com

Role in this project:

- Bi-weekly review of contract efficiencies with Operations Manager



Jim Giovanniello

800-536-1401 ext 122

Jim@auctionsinternational.com

Financial Details demonstrating firm's financial capacity to undertake and provide requested services

Auction Results- Live & Online; Current-2019

2023 ONLINE (& LIVE) AUCTIONS		
Date	Description	Gross Sales
1/31/2023	Online Auctions	\$4,117,327.00
2/28/2023	Online Auctions	\$5,220,947.00
3/24/2023	Saratoga County- Tax Foreclosed Real Estate Auction (ONLINE)	\$1,445,300.00
3/31/2023	Online Auctions	\$4,198,012.00
4/5/2023	Allegany County- Tax Foreclosed Real Estate Auction (ONLINE)	\$1,558,285.00
4/21/2023	Chemung County- Tax Foreclosed Real Estate Auction (ONLINE)	\$1,816,715.00
4/25/2023	Niagara County- Tax Foreclosed Real Estate Auction (ONLINE)	\$514,770.00
4/30/2023	Online Auctions	\$4,437,313.00
5/2/2023	Ontario County- Tax Foreclosed Real Estate (ONLINE)	\$546,280.00
5/13/2023	State of Vermont- Surplus Vehicle & Equipment Auction (LIVE)	\$853,715.00
5/19/2023	Seneca County- Tax Foreclosed Real Estate Auction (ONLINE)	\$179,700.00
5/31/2023	Online Auctions	\$5,730,276.00
6/3/2023	Oneida County- Tax Foreclosed Real Estate Auction (ONLINE)	\$799,500.00
6/23/2023	Cayuga County- Tax Foreclosed Real Estate Auction (ONLINE)	\$408,545.00
6/30/2023	Chautauqua County- Tax Foreclosed Real Estate Auction (ONLINE_	\$785,350.00
6/30/2023	Online Auctions	\$7,195,678.00
2023 AUCTIONS TOTAL TO DATE		\$39,807,713.00

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2022 ONLINE (& LIVE) AUCTIONS

Date	Description	Gross Sales
1/31/2022	Online Auctions	\$3,772,820.00
2/28/2022	Online Auctions	\$3,278,998.00
3/31/2022	Online Auctions	\$6,061,658.00
4/30/2022	Online Auctions	\$5,091,053.50
5/3/2022	Ontario County-Tax Foreclosed Real Estate Auction (ONLINE)	\$572,055.00
5/7/2022	State of Vermont- Surplus Vehicle & Equipment Auction (LIVE)	\$618,271.00
5/10/2022	Niagara County- Tax Foreclosed Real Estate Auction (ONLINE)	\$1,488,065.00
5/31/2022	Cattaraugus County- Tax Foreclosed Real Estate Auction (ONLINE)	\$1,433,652.50
5/31/2022	Online Auctions	\$4,693,674.00
6/27/2022	Cayuga County- Tax Foreclosed Real Estate Auction (ONLINE)	\$1,446,745.00
6/30/2022	Online Auctions	\$5,869,861.00
7/21/2022	Chautauqua County- Tax Foreclosed Real Estate Auction (ONLINE)	\$5,619,392.50
7/31/2022	Cortland County- Tax Foreclosed Real Estate Auction (ONLINE)	\$273,785.00
7/31/2022	Online Auctions	\$3,803,024.00
8/17/2022	Chemung County- Tax Foreclosed Real Estate Auction (ONLINE)	\$1,621,272.50
8/19/2022	Seneca County- Tax Foreclosed Real Estate Auction (ONLINE)	\$907,950.00
8/26/2022	City of Lockport- Tax Foreclosed Real Estate Auction (ONLINE)	\$901,450.00
8/31/2022	Town of Aurelius- Surplus Real Estate (ONLINE)	\$326,400.00
8/31/2022	Online Auctions	\$6,148,000.00
9/24/2022	St Lawrence County- Tax Foreclosed Real Estate Auction (ONLINE)	\$1,506,970.00
9/28/2022	Schuyler County- Tax Foreclosed Real Estate Auction (ONLINE)	\$326,250.00
9/30/2022	Online Auctions	\$5,893,000.00
10/15/2022	<i>Warren County- Tax Foreclosed Real Estate Auction (LIVE)</i>	<i>\$442,950.00</i>
10/31/2022	Online Auctions	\$4,741,585.00
11/3/2022	Allegany County- Tax Foreclosed Real Estate Auction (ONLINE)	\$1,205,175.00
11/15/2022	Washington County- Tax Foreclosed Real Estate Auction (ONLINE)	\$1,268,741.00
11/15/2022	Town of Granville-Surplus Real Estate Auction (ONLINE)	\$61,000.00
11/30/2022	Online Auctions	\$5,974,570.00
12/2/2022	City of Auburn- Tax Foreclosed Real Estate Auction (ONLINE)	\$52,200.00
12/6/2022	Oneida County- Tax Foreclosed Real Estate Auction (ONLINE)	\$250,100.00
12/20/2022	Chemung County- County Owned Real Estate Auction (ONLINE)	\$511,802.50
12/21/2022	Town of Rossie- Town Owned Real Estate Auction (ONLINE)	\$18,300.00
12/31/2022	Online Auctions	\$6,154,465.00
2022 AUCTIONS TOTAL TO DATE		\$82,335,235.50

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2021 ONLINE (& LIVE) AUCTIONS		
Date	Description	Gross Sales
1/31/2021	Online Auctions	\$2,789,617.00
2/28/2021	Online Auctions	\$2,300,767.00
2/24/2021	Niagara County- Public Administrator- 831 Sun Valley	\$195,400.00
3/19/2021	Online Auction- Schalmont CSD surplus real estate	\$309,500.00
3/31/2021	Online Auctions (Less Real Estate)	\$3,373,601.00
4/18/2021	Online Auction- Saratoga County surplus real estate	\$2,800,100.00
4/30/2021	Online Auctions (Less Real Estate)	\$4,220,991.00
5/19/2021	Online Auction- Ontario County Tax Foreclosed Real Estate	\$417,810.00
5/31/2021	Online Auctions (Less Real Estate)	\$5,112,271.00
6/1/2021	Online Auction- Town of Lake Pleasant- Surplus Real Estate	\$45,300.00
6/30/2021	Online Auctions (Less Real Estate)	\$4,705,563.00
7/23/2021	Online Auction- Chemung County Owned Real Estate	\$458,300.00
7/31/2021	Online Auctions (Less Real Estate)	\$4,311,627.00
8/13/2022	Online Auction-Niagara County Owned Real Estate	\$202,800.00
8/31/2021	Online Only Auctions	\$4,490,053.00
9/25/2021	St Lawrence County- Tax Foreclosed Real Estate	\$1,645,030.00
9/26/2021	Town of Clifton- Town owned Real Estate	\$6,770.00
9/30/2021	Town of Aurelius- Town owned Real Estate	\$233,000.00
9/30/2021	Online Only Auctions (Less Real Estate)	\$4,172,036.00
10/12/2021	Cattaraugus County- Tax Foreclosed Real Estate	\$1,154,635.00
10/13/2021	City of Mechanicville- City owned Real Estate	\$1,125.00
10/16/2021	Warren County- Tax Foreclosed Real Estate Auction (LIVE)	\$928,100.00
10/31/2021	Online Only Auctions (Less Real Estate)	\$5,109,931.00
11/3/2021	Niagara County Public Administrator- 5071 Oakwood	\$226,400.00
11/30/2021	Online Only Auctions	\$6,104,890.00
12/31/2021	Online Only Auctions	\$4,833,831.00
	2021 AUCTIONS TOTAL TO DATE	\$59,954,048.00

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2020 LIVE & ONLINE AUCTIONS		
Date	Description	Gross Sales
1/31/2020	Online Auctions	\$3,181,284.00
2/29/2020	Online Auctions	\$2,787,927.00
3/31/2020	Online Auctions	\$3,333,571.00
4/30/2020	Online Auctions	\$1,651,896.00
5/31/2020	Online Auctions	\$2,280,929.00
6/30/2020	Online Auctions	\$2,693,347.00
7/23/2020	Online Auction- Chemung County Tax Foreclosed Real Estate Auction	\$1,752,100.00
7/31/2020	Online Auctions (Less Tax Foreclosed Real Estate)	\$3,352,037.00
8/31/2020	Online Auctions	\$4,370,931.00
9/8/2020	Online Auction- Cattaraugus County Tax Foreclosed Real Estate Auction	\$1,459,970.00
9/30/2020	Online Auctions (Less Tax Foreclosed Real Estate)	\$5,010,279.00
10/14/2020	Online Auction- Ontario County Tax Foreclosed Real Estate	\$550,915.00
10/26/2020	Online Auction- St Lawrence County Tax Foreclosed Real Estate	\$2,332,792.50
10/31/2200	Online Auctions (Less Tax Foreclosed Real Estate)	\$4,663,264.00
11/30/2020	Online Auctions	\$5,112,685.00
12/2/2020	Online Auction- Saratoga County Tax Foreclosed Real Estate	\$919,147.50
12/3/2020	Online Auction- Cayuga County Tax Foreclosed Real Estate	\$718,575.00
12/31/2020	Online Auctions (Less Tax Foreclosed Real Estate)	\$4,305,144.00
2020 AUCTIONS TOTAL TO DATE		\$50,476,794.00

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2019 LIVE & ONLINE AUCTIONS		
Date	Description	Gross Sales
1/31/2019	Online Auctions	\$3,236,701.00
2/28/2019	Online Auctions	\$2,685,063.00
3/9/2019	Live Auction-City of N. Tonawanda Tax Foreclosed Real Estate	\$198,200.00
3/27/2019	Live Auction-Chemung County Tax Foreclosed Real Estate	\$728,025.00
3/31/2019	Online Auctions	\$2,123,071.00
4/5/2019	Live Auction-City of N. Tonawanda Tax Foreclosed Real Estate	\$30,000.00
4/17/2019	Live Auction- Seneca County Tax Foreclosed Real Estate	\$158,750.00
4/26/2019	Live Auction- Massachusetts OSD, Ayer State Police	\$125,343.00
4/30/2019	Online Auctions	\$3,333,091.00
5/11/2019	Live Auction- State of Vermont	\$882,846.00
5/18/2019	Live Auction- Cattaraugus County Tax Foreclosed Real Estate	\$463,400.00
5/21/2019	Online Auctions	\$2,383,771.00
5/22/2019	Live Auction-Ontario County Tax Foreclosed Real Estate	\$548,200.00
5/31/2019	Online Auctions	\$3,528,669.00
6/5/2019	Live Auction- Cayuga Co & City of Auburn Tax Foreclosed Real Estate	\$1,454,625.00
6/7/2019	Live Auction- Massachusetts OSD, Ayer State Police	\$140,020.00
6/8/2019	Live Auction-Massachusetts OSD, Westborough	\$190,875.00
6/30/2019	Online Auctions	\$3,337,297.00
7/20/2019	Live Auction- Massachusetts DOT, Bridgewater	\$407,570.00
7/31/2019	Online Auctions	\$3,065,418.00
8/10/2019	Live Auction- Niagara County Tax Foreclosed Real Estate Auction	\$1,084,275.00
8/23/2019	Live Auction-Massachusetts OSD, Ayer State Police	\$122,415.00
8/24/2019	Live Auction- Massachusetts OSD, Westborough	\$159,525.00
8/31/2019	Online Auctions	\$3,957,709.00
9/14/2019	Live Auction- St. Lawrence County Tax Foreclosed Real Estate Auction	\$1,412,995.00
9/19/2019	Live Auction- City of Lockport Tax Foreclosed Real Estate Auction	\$184,525.00
9/30/2019	Online Auctions	\$3,285,482.00
10/9/2019	Live Auction- City of Niagara Falls Tax Foreclosed Real Estate Auction	\$3,545,125.00
10/19/2019	Live Auction- Warren County Tax Foreclosed Real Estate Auction	\$752,360.00
10/26/2019	Live Auction- Washington County Tax Foreclosed Real Estate Auction	\$823,625.00
10/31/2019	Online Auctions	\$4,085,745.00
11/2/2019	Live Auction- Massachusetts DOT, Bridgewater	\$237,490.00
11/8/2019	Live Auction- Massachusetts OSD, Ayer State Police	\$130,200.00
11/9/2019	Live Auction- Massachusetts OSD- Westborough	\$141,150.00
11/26/2019	Online Auction- Seneca County Tax Foreclosed Real Estate	\$137,800.00
11/30/2019	Online Auctions	\$4,295,964.00
12/3/2019	Online Auction- Warren County Tax Foreclosed Real Estate	\$10,100.00
12/31/2019	Online Auctions	\$3,250,041.00
2019 AUCTIONS TOTAL TO DATE		\$ 56,489,561.00

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Nassau County- Online Auction History

<u>Year</u>	<u>Total</u>
2018	\$292,374.50
2019	\$215,029.00
2020	\$277,573.50
2021	\$411,320.00
2022	\$664,946.00

OVER \$1.8 million sold for Nassau County over the past 5 years

Sample Online Listing

Skip to main content

Public Online Auction for 1953 Shawmut Diner
Mass OSD Bristol County Sheriff-MA #33398
Auction Start: Thursday, July 13th, 2023 @ 12pm
Auction End: Thursday, July 27th, 2023 @ 7:45pm
Public Viewing to be held on July 25th from 10am-1pm

Questions? Problem? Help?
Bidding support is available M-F from 9 AM-5 PM
Contact us or call (800) 536-1401 x131.

For customer service after 5PM EST and Sat 10AM-5PM call 800-536-1401 option 1 from

Online Auctions Real Estate Past Prices About Us Change Language Admin My Account Logout Sell With Us

Dashboard

- Auction Bid Gallery
- Download Catalog
- Increments Table
- Follow This Auction
- Add to Calendar

Auction Information

Admin Dashboard
Nassau County Fleet, Long Island-NY #33641
ONLINE-ONLY AUCTION with 9 lots

Auction Bid Gallery

Bidding Starts: Wednesday, July 12, 2023 at 11:10:00 am ET

Bidding Ends: Wednesday, July 19, 2023 between 08:35:00 pm and 08:42:00 pm ET

See individual items for exact closing times.

Location: **101 Grumman Road, Bethpage, Nassau County, NY 11714**

Questions & Inspection: Inspections are available by appointment. Please contact Don Glaitly at 516-573- questions or to schedule an appointment.

Third Party Shipping Notice

Payment Terms: Payment will be due immediately upon notification of seller approval by email invoice, after the approves the bids. After you receive the invoice, you w (5) business days to get your payment mailed to our o account will be suspended, and the item will be award

Nassau County Fleet, Long Island-NY #33641

Bidding Now! - ends Wed, Jul 19 at 08:35:00 pm

Page 1 of 1

Sort by Lot Number: lowest first View as

Lot #0039
Edit Item

2011 Ford Crown Victoria 4 Door/Police Interceptor

#1 718LLC
Current \$910.00
Min. Bid \$920.00

Lot #0039
Bid \$920.00

Lot #0040
Edit Item

2011 Ford Crown Victoria 4 Door/Police Interceptor

#1 718LLC
Current \$950.00
Min. Bid \$960.00

Lot #0040
Bid \$960.00

Lot #0041
Edit Item

2011 Ford Crown Victoria 4 Door/Police Interceptor

#1 718LLC
Current \$950.00
Min. Bid \$960.00

Lot #0041
Bid \$960.00

Lot #0042
Edit Item

1999 Ford Crown Victoria 4 Door/Police Interceptor

#1 metalbuyer17
Current \$165.00
Min. Bid \$170.00

Lot #0042
Bid \$170.00

Lot #0043
Edit Item

2005 Ford Crown Victoria 4 Door/Police Interceptor

#1 metalbuyer17
Current \$660.00
Min. Bid \$670.00

Lot #0043
Bid \$670.00

Lot #0044
Edit Item

2008 Ford Crown Victoria 4 Door/Police Interceptor

#1 718LLC
Current \$720.00
Min. Bid \$730.00

Lot #0044
Bid \$730.00

Edit Item
Lot #0045: 2007 Ford Crown Victoria 4 Door/Police Interceptor

Your Highest Bid: Place Bid

Enter \$950.00 or more

Current Bid: \$940.00

Your Max Bid: NA

Time Remaining: 1 Day, 7 Hours, 14 Minutes

Extended Bidding: 1

Bidding Ends: Wed, Jul 19 8:41:00 pm ET

High Bidder: metalbuyer17

Bid Increment: \$10.00

Distance: Please click on the location address to view the item's location on a map.

Item has been viewed 144 times

PREV LOT RETURN TO LIST NEXT LOT ADD TO MY FAVORITES

Details Bid History (24 bids)

EMERGENCY VEHICLE DISCLAIMER

This vehicle is being sold as a retired emergency vehicle and may be equipped with red/white lights, strobes and/or sirens. If a municipality or legal law enforcement agency is NOT the highest bidder for this lot, it will be the responsibility of the bidder to decommission ALL EMERGENCY INSTRUMENTS prior to the vehicle leaving the facility. This means you will have to cut power to lights, sirens and/or any radio equipment (shall it be equipped). You must also de-identify this vehicle as being an emergency vehicle. Failure to do so may result in legal ramifications and potential accusations of impersonation. Please keep in mind that former emergency vehicles may have the following (but not limited to): holes in roof or trunk from removed antennas, lights and sirens, missing center console, specialty rear seating, interior cages, and any other emergency vehicle equipment. It is the responsibility of the bidder to inspect each asset you are bidding on and make satisfactory determinations about the condition thereof.

Please review all auction terms at left side of auction before bidding

Terms of Sale:
All sales are final. No refunds will be issued. This item is being sold as is, where is, with no warranty, expressed written or implied. The seller shall not be responsible for the correct description, authenticity, genuineness, or defects herein, and makes no warranty in connection therewith. No allowance or set aside will be made on account of any incorrectness, imperfection, defect or damage. Any descriptions or representations are for identification purposes only and are not to be construed as a warranty of any type. It is the responsibility of the buyer to have thoroughly inspected this item and to have satisfied himself or herself as to the condition and value and to bid based upon that judgment solely. The seller shall and will make every reasonable effort to disclose any known defects associated with this item at the buyer request prior to the close of sale. Seller assumes no responsibility for any repairs regardless of any oral statements about the item. Seller is NOT responsible for providing tools or heavy equipment to aid in removal. Items left on seller premises after this removal deadline will revert back to possession of the seller, with no refund.

Government Surplus Auction References – (Confidential Information)



John Warmt-

County of Saratoga, Purchasing Director
50 W. High St, Ballston Spa, NY 12020
Tel: (518)885-2210



Becky Anderson-

County of Chautauqua, Purchasing Manager
3 N. Erie St, Mayville, NY 14757
Tel: (716)753-4918



Karen Storm-

County of Albany, Purchasing Director
112 State Street, Room 940, Albany, NY 12207
Tel:(518)447-7140



Jenifer Langer -

County of Ontario, Purchasing Agent
20 Ontario Street, Canandaigua, NY 14424
Tel: (585)396-4446



Paul Brennan-

County of Rockland, Purchasing Director
52 Sanatorium Road, Pomona, NY 10970
Tel: (914)364-3819



Teresa Lamos-

State of Vermont, Surplus Property Director
1078 US Rte 2, Montpelier VT 05633-7601
Tel: (802)828-1006

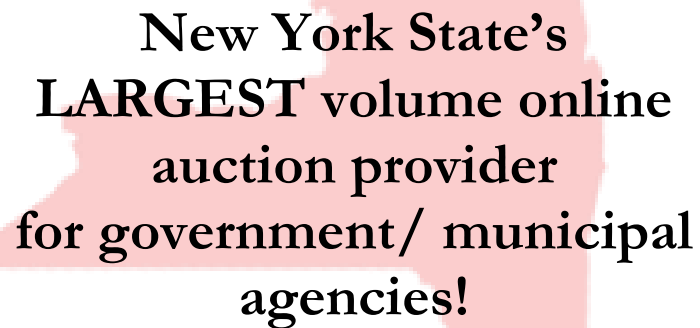


Ted Bunnell-

Massachusetts State Surplus Property Coordinator
1 Ashburton Place, Boston, MA 02108
Tel: (617)720-3170

42 NYS Counties Served- Contracts set to expire within 2 years

Albany
Allegany
Broome
Cattaraugus
Cayuga
Chautauqua
Clinton
Columbia
Cortland
Delaware
Erie
Essex
Franklin
Fulton
Greene
Hamilton
Herkimer
Jefferson
Livingston
Madison
Nassau
Niagara
Oneida
Onondaga
Ontario
Orleans
Oswego
Putnam
Rockland
Saratoga
Schuyler
Seneca
Schuyler
St. Lawrence
Suffolk- awarded 2023
Sullivan
Tompkins
Ulster
Warren
Washington
Wyoming
Yates



**New York State's
LARGEST volume online
auction provider
for government/ municipal
agencies!**

RELATED PROJECTS

Experience- Auctions International, Inc. is not comfortable sharing our detailed government client list, which may become available to our competitors. If a detailed list is requested/required, we have one we can provide, externally, not subject to the NYS FOIL laws.

Auctions International, Inc has over 1,500 municipal clients. Below is a count of Cities, Towns and Villages we have been contracted by within the last 5 years.

Cities: 129

Towns: 1,085

Villages: 343

REFERENCE #1

Pamela D. Panzenbeck

Mayor

Michael A. Piccirillo

Controller

Phone: (516) 676-2789

Fax: (516) 759-6791

www.cityofglencoveny.org



CITY OF GLEN COVE

OFFICE OF THE CITY CONTROLLER

City Hall, 9 Glen Street, Glen Cove, NY 11542

June 29, 2023

To Whom it May Concern:

The City of Glen Cove has been using the online auctioning services of Auctions International, Inc. since 2020 and has benefitted tremendously from the services they have provided. Not only have they assisted us with the sale of our surplus inventory, more importantly, they have shone a level of customer service beyond reproach.

Our Auctions International Inc., representative, Jim Giovanniello, has been a brilliant resource from the start and has continued to impress each time we use his services. The time and commitment he displays with our auctions to ensure our surplus items are properly represented online is outstanding.

I would certainly recommend Auctions International, Inc. to all governmental agencies in need of auction services.

Also, I would be extremely happy to further discuss this reference with anyone interested in hearing more about our experiences.

Sincerely,



Michael A. Piccirillo
City Controller

REFERENCE #2



PLAINEDGE PUBLIC SCHOOLS

DISTRICT ADMINISTRATION BUILDING
241 WYNGATE DRIVE, N. MASSAPEQUA, NY 11758
(516) 992-7465 FAX (516) 992-7447

Edward A. Salina, Jr., Ed.D.
Superintendent of Schools

Peter Porrazzo
Assistant Superintendent for Business

June 29, 2023

Re: Auctions International Inc.

To Whom it May Concern:

The Plainedge Union Free School District has used Auctions International (through the very capable services of Jim Giovanniello) since 2018 to dispose of outdated school buses and trailers through an online auction process.

The process is seamless. We don't need to do anything other than provide the item for photographs and then pick-up. Auctions International handles all the paperwork, runs the auction and collects the payment.

Plainedge UFSD recommends the services of Auctions International without reservation.

Sincerely yours,

A handwritten signature in blue ink that reads "Justine Stringer". The signature is fluid and cursive.

Justine Stringer
School District Auditor
Plainedge Public Schools

JS/ng

REFERENCE #3

Council Members
DOROTHY L. GOUSBY
DENNIS DUNNE, SR.
THOMAS E. MUSCARELLA
CHRISTOPHER CARINI
MELISSA MILLER

KATE MURRAY
Town Clerk

JEANINE C. DRISCOLL
Receiver of Taxes

JOHN A. MASTROMARINO, CPA
Town Comptroller

DOMINICK A. LONGOBARDI
Deputy Town Comptroller

Town of Hempstead Office of the Comptroller

350 FRONT STREET
HEMPSTEAD, N.Y. 11550-4037
(516) 489-5000



DONALD X. CLAVIN, JR.
Supervisor

July 5, 2023

To Whom It May Concern:

Auctions International, Inc. has been handling the auctioning of surplus items via online auctions for the Town of Hempstead for many years. In this process, Auctions International has been an integral part of helping the Town dispose of these items while providing a revenue source that helps defray the cost of new or replacement items.

The staff at Auctions International, Inc., especially Jim Giovanniello, Amy Wick and others, have been a great help in various ways and provide clear and concise guidance regarding every auction we enter into from start to finish. Payments to the Town are timely and correct and communications from the company are over and above expectations.

It is with ease and certainty that I can offer a recommendation of Auctions International, Inc. to fellow government agencies and other entities in the private sector as well.

Very truly yours,

Dominick A. Longobardi
Deputy Town Comptroller/Director of Purchasing

REFERENCE #4



PURCHASING DEPARTMENT

TOWN OF SMITHTOWN

(631) 360-7631
FAX (631) 360-7681
EMAIL
PURCHASING@SMITHTOWNNY.GOV

SUPERVISOR
EDWARD R. WEHRHEIM

TOWN COUNCIL
THOMAS J. McCARTHY
LYNNE C. NOWICK
LISA INZERILLO
THOMAS W. LOHMANN

June 29, 2023

To Whom It My Concern:

The Town of Smithtown has used Auctions International, Inc. to sell surplus equipment through on-line auctions since 2012. During that time, they have consistently met or exceeded our service expectations.

Jim Giovanniello has been a great resource to our Town departments, helping us to comply with the unique requirements of governmental administrative matters, and in maximizing sales value of our surplus equipment.

I would highly recommend Auctions International, Inc. to any governmental agency seeking to sell surplus items via on-line auction.

Respectfully,

Joseph Kostecki
Purchasing Director
Town of Smithtown

REFERENCE #5



Ralph J. Raymond
Commissioner

Jeffrey Vitale
Deputy Commissioner

The Town of Oyster Bay

Department of General Services
74 Audrey Avenue
Oyster Bay NY 11771

(516) - 624-6100
FAX (516) - 624-6109
www.oysterbaytown.com

June 30, 2023

To Whom It May Concern:

The Town of Oyster Bay has had an agreement with Auctions International, Inc. to sell surplus equipment through on-line auctions since 2019. During this time our expectations have consistently been met and exceeded.

Our relationship with Auctions International, Inc., including our contact Jim Giovanniello, has been a great source of maximizing sales of our surplus equipment.

I would highly recommend Auctions International, Inc. for anyone seeking to sell their surplus by on-line auction.

A handwritten signature in dark ink, appearing to read "Ralph J. Raymond". The signature is fluid and cursive, with the first and last names being more prominent.

Ralph J. Raymond, Commissioner
General Services Department

RJR/sc

REFERENCE #6

Village of Great Neck Estates

INCORPORATED 1911

Village Offices – Atwater Plaza

4 Gateway Drive

Great Neck, New York 11021

Phone 516 482-8283

Fax 516 482-5572

website: vgne.com

MAYOR

WILLIAM D. WARNER, D.D.S.

DEPUTY MAYOR

JEFFREY FARKAS

TRUSTEES

HOWARD S. HERSHENHORN

IRA D. GANZFRIED

MICHAEL J SMILEY

VILLAGE ATTORNEY

A. THOMAS LEVIN, ESQ.

CODE OFFICIAL

BARBARA DZIORNEY

ADMINISTRATOR

KATHLEEN L. SANTELLI

June 29, 2023

Re: Auctions International Inc.

To Whom It May Concern:

The Village of Great Neck Estates has had an ongoing agreement for only sale of government assets with Auctions International Inc. since 2015.

We have found Auctions to be professional, responsive and most helpful in handling our sales. Results have been very satisfactory.

Very truly yours,



Kathleen L. Santelli
Village Administrator

County of Chemung- Purchasing Department

Contact: Priscilla Balatgek (Reference Contact: Tricia Wise)

Address: PO Box 588, Elmira, NY 14902

Phone: 607-737-5516

Email: twise@co.chemung.ny.us

Online Auctions: Chemung County staff has been given training on how to complete an online auction. Our CNY Sales Representative, Jeff Laxton, is available upon request to drive to County agencies and complete the auction cataloging. Utilization of the online auction process has helped County of Chemung sell assets as soon as they are declared surplus, rather than holding them for a live sale. This assists in keeping lots empty and preserves the quality of the assets to be sold.



County of Ontario- Purchasing Department

Contact: Jenifer Langer

Address: 20 Ontario Street, Canandaigua, NY 14424

Phone: 585-369-4446

Email: Jennifer.Langer@co.ontario.ny.us

Online Auctions: Ontario County staff has been given training on how to complete an online auction. Our WNY Sales Representative, Bob Anderson, is available upon request to drive to County agencies and complete the auction cataloging. Utilization of the online auction process has helped County of Ontario sell assets as soon as they are declared surplus, rather than holding them for a live sale. This assists in keeping lots empty and preserves the quality of the assets to be sold.



County of Jefferson- Purchasing Department

Contact: Avis Gilmore (Reference Contact: Mark Sachetti)

Address: 195 Arsenal Street, Watertown, NY 13601

Phone: 315-785-3077

Email: avisg@co.jefferson.ny.us

Online Auctions: Jefferson County staff has been given training on how to complete an online auction. Our CNY Sales Representative, Jeff Laxton, is available upon request to drive to County agencies and complete the auction cataloging. Utilization of the online auction process has helped County of Jefferson sell assets as soon as they are declared surplus, rather than holding them for a live sale. This assists in keeping lots empty and preserves the quality of the assets to be sold.



Online Auctions Statement of Qualifications (Summary)

- Auctions International, Inc. employs a staff that's boasts 8 certified and licensed auctioneers.
- Our office staff is educated in their field and have been with our company for a reputable amount of time
- We have had continued success with our online auctions, increasing sales from year-to-year (seen on our sales history)
- Have been conducting online auctions since 2006 (over a decade of online experience)
- Our list of current and prior consignors is quite extensive (Over 1,500 municipal consignors)
- We have successfully served large consignors and their agencies
- Customer service is a high priority with our company. Offering after hours bidding assistance every day of the week,
- AuctionsInternational.com is fully mobile compatible therefore not being penalized by Google in the search engine optimization
- Auctions International invests our time/financial means back into the areas we sell for (conferences, tradeshow, highway association memberships, etc.)
- Seller retains the ability to accept/ decline bid prices (penalty free)

Company personnel the County would be in contact with:

RJ Klisiewicz: Contract Contact/Operations Manager (Rich@auctionsinternational.com)

Jim Giovanniello: Long Island Sales Representative (Jim@auctionsinternational.com)

Barb Linhardt: Head of Listings Department (Barb@auctionsinternational.com)

Michael Madison: Director of Finance (Michael.Madison@auctionsinternational.com)

Mike Skweir: IT Director (Mike@auctionsinternational.com)

Amy Wick: Head of Customer Service (Amy@auctionsinternational.com)

All Proposals must contain the following:

Payment within 3 days of sale

This ideology can be made possible between Auctions International and Nassau County. Typically, winning bidders are given 5 business days to make their payments and 10 days to remove their purchases from County facilities. In order to pay the County within 3 days of the sale, we will need to force a 1-day payment window for buyers and an immediate 1-day removal window, so all auction proceeds can be sent to Nassau County on Day 3. Although possible, please understand this will significantly reduce the amount of participation for your online sales. Slight flexibility in the payment and removal windows allows bidders to make proper arrangements. We are willing to work with Nassau County in any manner to meet these requirements of the RFP or come to a suitable agreement post award.

Auction Location

Typically, all online sales are cataloged and sold from the location they sit, in County possession. Shall the County wish to move these assets to another location, Auctions International, Inc is prepared to make storage arrangements. However, an additional fee for this service will need to be discussed and agreed upon at that time.

- | | | |
|-----|---|-----|
| 1.) | Signed documentation | YES |
| 2.) | Additional Information | |
| 3.) | Statement to being registered with County as a Vendor | |

Auctions International, Inc. has been conducting online surplus auctions for Nassau County for several years. We have and will remain authorized to conduct business in Nassau County and we are currently registered as a vendor.

CONFIDENTIALITY

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

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

Project Cost Proposal

Online Silent Auction Service for sale or SURPLUS ASSETS

10% Buyer's Premium; to be paid by the successful high bidder in addition to the high bid price to constitute as auctioneer's compensation. Seller will retain 100% of the high bid price.

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

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

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

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

Example: Lot #1 closes at \$1000

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

Seller is remitted \$1000 (high bid price)

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

Applicable sales tax is remitted to the appropriate agencies by Auctions International

For ALL credit/debit card payments an additional 4% processing fee will be added to the high bid price. This will be noted as a non-discounted buyer's premium.

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

~~(OPTIONAL SERVICE)~~

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

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

~~**\$30 Vehicle Check-in Fee:**~~

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

Vehicle and Item Check in Fee's are waived for Nassau County.

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

**APPENDIX A
COST PROPOSAL**

Item	Unit Cost	Estimated Quantity	Total Cost
Flat fee per auction lot (nonvehicular)	\$ 0	100	\$ 0
Flat fee per vehicle	\$ 0	250	\$ 0
Total Cost			\$

Proposed bid mark-up to be charged to the winning bidder: 45.10.14 %

- Estimated annual bidder revenue from mark-up (multiply above percentage by \$400,000):

\$ 40,000 at standard 10%

The undersigned hereby certifies their compliance with the following:

"NON-COLLUSIVE PROPOSAL CERTIFICATION"

By submission of this Proposal, each proposer and each person signing on behalf of any other proposer certifies, and in the case of a joint Proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

- A. The prices of this Proposal have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor; and
- B. Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and
- C. No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.
- D. The undersigned has carefully examined the Proposal and Contract Documents and agrees to perform this contract and to provide all services, labor, material and equipment necessary for this contract.

SUBMITTED BY: _____

(Signature)

PRINT NAME: RJKIisiewicz II

DATE: 7/18/2023

APPENDIX B
PROGRAM DESCRIPTION AND STAFFING

Please provide a complete Proposal, including the following information:

- a. Describe the company's approach to providing the required services. (p. 4-46)
- b. Describe the company's organizational capacity, resources, and staffing. (p. 47-54)
- c. Include bios of firm principals as well as staff expected to be assigned to this project. (p. 55-61)
- d. Detail prior experience performing online auction services. (p. 62-68)
- e. Detail prior experience with public sector clients of similar size and scope. (p. 69-80)
- f. Include a detailed cover letter on the firm's letterhead indicating EIN and the name of the parties authorized to discuss and/or enter into negotiations with Nassau County with respect this proposal. (p.2)

Please refer to the page numbers in red for our direct responses.

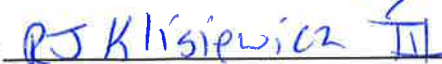
APPROVED AND SUBMITTED BY: _____

(Signature) 

PRINT NAME: _____

DATE: _____

TITLE: _____


RJ Klisiewicz II
Operations Manager

7/18/2023

M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.

- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation.
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

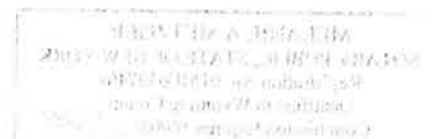
As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

APPENDIX F

NASSAU COUNTY VENDOR CODE OF ETHICS



referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) In the event of a conflict between the terms and conditions of the contract, including any and all attachments thereto and amendments thereof, and the terms of this Appendix A, the terms of this Appendix A shall control.

(d) Each party has cooperated in the negotiation and preparation of this Agreement, so if any construction is made of the Agreement it shall not be construed against either party as drafter.

14. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of five hundred thirty three dollars (\$533) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Numbers 201-2001, 128-2006, and 153-2018. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

<u>Value of contract:</u>	<u>Administrative fee:</u>
\$0 - \$10,000	\$0
Over \$10,000 - \$50,000	\$160
Over \$50,000 - \$ 100,000	\$266
Over \$100,000	\$533

15. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County and other governmental approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the State and/or federal governments, then beyond funds available to the County from the State and/or federal governments.



Vendor Code of Ethics

PARTICIPATING EMPLOYEE ACKNOWLEDGEMENT REGARDING NASSAU COUNTY VENDOR CODE OF ETHICS

Company: Auctions International, Inc.

Bid/Proposal No.: PR0628-2341

I, RS Klisiewicz III, acknowledge that I have received and read the Nassau County Vendor Code of Ethics on July 14th and that I understand it and will comply with this Code in my participation in procurements between Auctions International (Vendor name) and Nassau County.

Executed this 18 day of July, 2023.

By [Signature] Signature of Employee

RS Klisiewicz III Operations
Manager Name and Title of Employee

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Auctions International, Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

11167 Big Tree Rd

6 City, state, and ZIP code

East Aurora, NY 14052

Requester's name and address (optional)

Nassau County

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

3 2 - 0 0 3 8 0 7 9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

7/18/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor [*]
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: Auctions International, Inc.

2. Amount requiring NIFA approval: \$0.01

Amount to be encumbered: \$0.01

Slip Type: New

If new contract - \$ amount should be full amount of contract

If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA

If amendment - \$ amount should be full amount of amendment only

3. Contract Term: to Five year term with an option for one additional three-year renewal

Has work or services on this contract commenced? No

If yes, please explain:

4. Funding Source:

General Fund (GEN)

Capital Improvement Fund
(CAP)

Grant Fund (GRT)

Other X

Revenue Contract

Federal % 0

State % 0

County % 0.01

Other % 99.99

Is the cash available for the full amount of the contract? Yes

If not, will it require a future borrowing? No

Has the County Legislature approved the borrowing? N/A

Has NIFA approved the borrowing for this contract? N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

Nassau County requires an online service to auction items 24 hours a day, 7 days a week, 365 days per year. The intent of this contract is to maximize revenue, reduce surplus inventory, increase market presence and bidder base, increase bid prices, and minimize direct and indirect costs. The County anticipates conducting approximately 20 auctions annually, generating annual revenues of approximately \$400,000.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form Yes

Nassau County Committee and/or Legislature

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Contract ID	Posting Date	Amount Added in Prior 12 Months
CQPR18000003	08/10/2018	\$0.00

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

IQURESHI

12/12/2023

Authenticated User

Date

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization.

Authenticated User

Date

NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User

Date

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

Elaine Phillips
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Auctions International, Inc.

CONTRACTOR ADDRESS: 1167 Big Tree Road, East Aurora, NY 14052

FEDERAL TAX ID #: 32-0038079

Instructions: Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☒ The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on June 28, 2023 [date]. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on July 24, 2023 [date]. Two [state #] proposals were received and evaluated. The evaluation committee consisted of: NCIT - Joseph Jacovina, DPW - Christopher Specht, DPW - Brad Dickson, OMB - Irina Sedighi, NCPD - John Vangeli, Shared Services - Erik Ryan

_____ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on _____ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after _____

_____[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☒ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

- ☒ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

- ☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☐ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

X. ☒ Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41*, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.


Department Head Signature


Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES ☐ NO ☒ If yes, to what campaign committee?

Electronically signed and certified at the date and time indicated by:

RJ Klisiewicz III [RICH@AUCTIONSINTERNATIONAL.COM]

Dated: 01/11/2024 03:25:28 pm

Vendor: Auctions International, Inc.

Title: Operations Manager

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 01/11/2024

1) Proposer's Legal Name: Auctions International Inc.

2) Address of Place of Business: 11167 Big Tree Rd.

City: East Aurora State/Province/
Territory: NY Zip/Postal
Code: 14052

Country: US

Address: 4708 SE 8th Ct, Suite 4

City: Cape Coral State/Province/
Territory: FL Zip/Postal
Code: 33904

Country: US

Start Date: _____ End Date: _____

3) Mailing Address (if different): _____

City: _____ State/Province/
Territory: _____ Zip/Postal
Code: _____

Country: _____

Phone: _____

Does the business own or rent its facilities? Own If other, please provide details:

4) Dun and Bradstreet number: 140703369

5) Federal I.D. Number: 32-0038079

- 6) The proposer is a: Corporation (Describe) _____
- 7) Does this business share office space, staff, or equipment expenses with any other business?
YES ☒ NO ☐ If yes, please provide details:

Our Flea Market and Antique Mall operate at the same address, however, have separate offices, buildings and staff.
- 8) Does this business control one or more other businesses?
YES ☐ NO ☒ If yes, please provide details:
- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES ☐ NO ☒ If yes, please provide details:
- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES ☐ NO ☒ If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).
- 11) Has the proposer, during the past seven years, been declared bankrupt?
YES ☐ NO ☒ If yes, state date, court jurisdiction, amount of liabilities and amount of assets
- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action

taken.

b) Any misdemeanor charge pending?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

NA

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

NA

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

NA

- b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

NA

- A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?

YES ☐ NO ☒

Is the proposer an individual?

YES ☐ NO ☒ Should the proposer be other than an individual, the Proposal MUST include:

- i) Date of formation;

08/23/2002

- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

Russ Scherrer, 5337 Bayshore Ave., Cape Coral, DL 33904 President 100% Ownership

1 File(s) uploaded: 100% shareholder.pdf

- iii) Name, address and position of all officers and directors of the company. If none, explain.

Russ Scherrer, President, 5337 Bayshore Ave., Cape Coral, FL 33904

- iv) State of incorporation (if applicable);

NY

- v) The number of employees in the firm;

14

- vi) Annual revenue of firm;

58000000

- vii) Summary of relevant accomplishments

Largest volume online auction provider for municipal agencies in NYS.

Over 1,000 government contracts across the Northeast.

- viii) Copies of all state and local licenses and permits.

- B. Indicate number of years in business.

21

- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

Since 2002 Auctions International, Inc. has been helping agencies and businesses sell their surplus assets, online. Our high-traffic website receives over 45 million+ page views annually and we proudly serve over 1,500 agencies across the Northeast and Beyond. Customer service being our utmost priority has kept Government Agencies with us for over 21 years.

Our Vision Statement Is:

To be an industry leader in auction and asset/surplus liquidation markets, offering our advanced professional auction services in a timely and highly efficient matter. Our incredibly experienced and qualified staff makes customer service a priority in each and every aspect of business. Our broad range of expertise allows us to tender to the needs of all clientele. Technologically impressive options via the World Wide Web and traditional auction success separate Auctions International from the rest of the auctioneering market.

- D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	Saratoga County		
Contact Person	John Warmt		
Address	50 W. High St.		
City	Ballston Spa	State/Province/Territory	NY
Country	US		
Telephone	(518) 885-2210		
Fax #			
E-Mail Address	jwarmt@saratogacountyny.gov		

Company	County of Chautauqua, Procurement Office Manager		
Contact Person	Becky Anderson		
Address	3 N. Erie St		
City	Mayville	State/Province/Territory	NY
Country	US		
Telephone	(716) 753-4918		
Fax #			
E-Mail Address	andersob@chqgov.com		

Company	County of Ontario, Purchasing Agent		
Contact Person	Jenifer Langer		
Address	20 Ontario Street		
City	Canandaigua	State/Province/Territory	NY
Country	US		
Telephone	(585) 396-4444		
Fax #			
E-Mail Address	Jenifer.Langer@ontariocountyny.gov		

I, RJ Klisiewicz III , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, RJ Klisiewicz III , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: Auctions International, Inc.

Electronically signed and certified at the date and time indicated by:
RJ Klisiewicz III RICH@AUCTIONSINTERNATIONAL.COM

Operations Manager

Title

01/11/2024

Date

3

INCORPORATED UNDER THE LAWS OF THE STATE OF NEW YORK

100

AUCTIONS INTERNATIONAL, INC.

TOTAL AUTHORIZED ISSUE

200 SHARES WITHOUT PAR VALUE

COMMON STOCK

See Reverse for
Certain Definitions

This is to Certify that RUSS SCHERRER is the owner of

ONE HUNDRED (100) fully paid and
non-assessable shares of the above Corporation transferable only on the books of the
Corporation by the holder hereof in person or by duly authorized Attorney upon
surrender of this Certificate properly endorsed.
Witness, the seal of the Corporation and the signatures of its duly authorized officers.

Dated May 18, 2015

Russ Scherrer

Russ Scherrer

SECRETARY

Russ Scherrer

Russ Scherrer

PRESIDENT

STOCK POWER

For value received, I, Russ Scherrer, hereby transfer unto:

**Russ Scherrer, Trustee
"The Russ Scherrer Revocable Trust"
under agreement dated August 5, 2020 and
restated May 4, 2021, as amended from time to time,
5337 Bayshore Avenue
Cape Coral, Florida 33904**

Social Security Number or Other
Identifying Number of Assignee

ONE HUNDRED (100) shares of the **common** capital stock of Auctions International, Inc.
(the "Corporation") standing in my name of the books of the Corporation represented by
Certificate No. **3** herewith.

I do hereby irrevocably constitute and appoint _____ attorney to
transfer the stock on the books of the Corporation with full power of substitution in the
premises.

Dated: May 4, 2021




Russ Scherrer

STATE OF NEW YORK)
COUNTY OF ERIE) SS.

On May 4, 2021, before me, the undersigned, personally appeared Russ Scherrer, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

CHRISTINA L. GOOD
Notary Public, State of New York
Qualified in Erie County
Commission Expires March 25, 2025



Notary Public

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Russ Scherrer
Date of birth: 10/05/1949
Home address: 5337 Bayshore Ave

City: Cape Coral State/Province/Territory: FL Zip/Postal Code: 33904
Country: US

Business Address: 11167 Big Tree Rd.
City: East Aurora State/Province/Territory: NY Zip/Postal Code: 10452
Country: US
Telephone: 8005361401

Other present address(es):
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: _____
Telephone: _____

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	<u>08/23/2002</u>	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

100%

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES ☒ NO ☐ If Yes, provide details.

I own a Flea Market & Antique Mall at our Corporate Location.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES ☐ NO ☒ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

- a. Is there any felony charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10 In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

11 In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

12 In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

13 For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, Russ J Scherrer , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Russ J Scherrer , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Auctions International, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Russ J Scherrer SCHERRERRUSS@GMAIL.COM

President/ Owner

Title

12/18/2023 01:48:34 pm

Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Auctions International Inc.

Address: 11167 Big Tree Rd.

City: East Aurora State/Province/Territory: NY Zip/Postal Code: 14052

Country: US

2. Entity's Vendor Identification Number: 320038079

3. Type of Business: Closely Held Corp (specify) _____

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

If none, explain.

Russ Scherrer, 5337 Bayshore Ave, Cape Coral, FL 33904. President 100% shareholder

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?

YES [] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:

RJ Klisiewicz III [RICH@AUCTIONSINTERNATIONAL.COM]

Dated: 01/11/2024 03:30:41 pm

Title: Operations Manager

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/31/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AC Associates of NY Inc. 5135 Transit Road Depew NY 14043		CONTACT NAME: Lisa M. Jaracz PHONE (A/C, No. Ext): (716)681-4739 E-MAIL ADDRESS: ljaracz@acins.agency FAX (A/C, No): (716)681-2078	
INSURED Auctions International Inc. 11167 Big Tree Road East Aurora NY 14052-9501		INSURER(S) AFFORDING COVERAGE INSURER A : Erie Insurance INSURER B : Allegany Co-Op INSURER C : New York Central Mutual INSURER D : Scottsdale Insurance Company INSURER E : INSURER F :	NAIC # 26263 13285 14834 41297

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	N	6173525	06/24/2023	06/24/2024	EACH OCCURRENCE \$ 2,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000	
	<input checked="" type="checkbox"/> Contractual Liability						MED EXP (Any one person) \$ 10,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$	
A	AUTOMOBILE LIABILITY	N	N	Q09-6530135	09/15/2022	09/15/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						<input checked="" type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS						<input checked="" type="checkbox"/> NON-OWNED AUTOS	BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS							PROPERTY DAMAGE (Per accident) \$
	Physical Damage Cov \$ 500 deductible							
D	<input checked="" type="checkbox"/> UMBRELLA LIAB	N	N	XBS0183953	04/15/2023	04/15/2024	EACH OCCURRENCE \$ 4,000,000	
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 4,000,000 \$	
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000							
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y / N	N / A				PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$	
							E.L. DISEASE - POLICY LIMIT \$	
	Commerical Inland Marine	N	N	IM1800000017	05/23/2023	05/23/2024	\$500 deductible	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Nassau County Treasurer is listed as additional insured

CERTIFICATE HOLDER

CANCELLATION

Nassau County Treasurer One West Street 1st Floor Mineola NY 11501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Fax:

Email:

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ACORD 25 (2014/01)

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**Online Surplus Auction Services
RFP# PR0628-2341
Low Vendor Participation Analysis**

Two proposals were submitted for Nassau County's RFP for Online Surplus Auction Services. The RFP was posted for 27 days on the Solicitation Bid Board and advertised in Newsday. The Department of Shared Services reached out to the incumbent vendor Auctions International, Inc., in addition to the 7 other vendors who received notice of the solicitation due to being registered for the applicable auction services commodity code in our vendor portal. All vendors in the contact log that did not submit a proposal were surveyed:

- Why did you decline to submit a proposal?
- Was there anything in the County's specifications, terms or conditions, or disclosure requirements, that caused you not to bid? If so, what?
- What changes, if any, could the County make to the solicitation to encourage competition?

Two vendors responded with some reasons for not submitting a proposal being:

- Moses Garcia of Clutch Solutions LLC replied that he "was not notified of the solicitation.", this is because he is not registered with the NIGP codes corresponding with auction services, 99809 – Surplus sale of Automobile/Truck/ Bus Parts/ Equipment or 99850 – Sale of Surplus and Obsolete Items. They are registered with various NIGP codes related to computers, printers, and software.
- Garth Lawrence of SURMOUNT CORP. had the following answers to our questions:
 - Why did you decline to submit a proposal?
 - "At the time of the solicitation we evaluated our position and determined that we were not in a position to submit a competitive bid."
 - Was there anything in the County's specifications, terms or conditions, or disclosure requirements, that caused you not to bid? If so, what?
 - "The reasons for not submitting a bid had nothing to do with the County's specifications or the terms of the solicitation. We were simply not in a position to be competitive."
 - What changes, if any, could the County make to the solicitation to encourage competition.
 - "The reasons for not bidding was not due to the terms of the solicitation, therefore I am not sure if any changes is necessary to such solicitations."

No one responded that there was a problem with the County's specifications, terms or conditions that caused them not to bid.

Attached to support this Low Vendor Participation Analysis are:

- Copies of the emails received in response to our inquiry as to why a company did not submit a proposal.
- The call log from “Nassau Procurement” app with dates vendors were surveyed as to why they did not submit a proposal.
- The contact list recording vendor interactions and dates vendors were surveyed as to why they did not submit a proposal.

RFP# PR0628-2341

Online Surplus Auction Services

Vendor Interaction

Solicitation Information - Online Surplus Auction Services

Vendor	Last Viewed Solicitation	Last Downloaded Supporting Document
<u>Absolute Auctions & Realty, Inc</u>	07/14/2023	
<u>Altima Care INC.</u>	07/12/2023	
<u>Auctions International, Inc.</u>	07/21/2023	07/20/2023
<u>Clutch Solutions LLC</u>	07/11/2023	
<u>Deltek</u>	07/24/2023	06/28/2023
<u>POD Medical Supply Company LLC</u>	07/14/2023	
<u>Shopping On The Net Inc.</u>	06/29/2023	
<u>Surmount Corp.</u>	07/17/2023	

**NASSAU COUNTY OFFICE OF SHARED SERVICES
1 WEST STREET
MINEOLA, NY 11501**

CALL LOG

October 05, 2023

SOLICITATION NO.: PR0628-2341
CONTRACT TITLE: Online Surplus Auction Services
BID START DATE: 06/28/2023 08:00 AM
BID DUE DATE: 07/24/2023 04:00 PM

Vendor	Date Solicitation Viewed	Contact Name (Vendor)	Phone	Email	Plans To Bid	Reason For Not Bidding
Shopping On The Net Inc.	06/29/2023	Rick Varone	(631) 663-5297	RICK@SOTNINC.COM		
Deltek	07/24/2023	Source Management	(206) 373-9500	SOURCEMANAGEMENT@DELTEK.COM		
Auctions International, Inc.	07/21/2023	Richard Klisiewicz	(800) 536-1401	RICH@AUCTIONSINTERNATIONAL.COM	Yes	
Altima Care INC.	07/12/2023	Fatima Mukhi-Visram	(516) 280-4580	FMUKHI@ALTIMACAREINC.COM		
Clutch Solutions LLC	07/11/2023	Moses Garcia	(212) 991-8236	MOSES.GARCIA@CLUTCHSOLUTIONS.COM	No	Moses Garcia responded "I was not notified of the solicitation.", this is because he is not registered with the NIGP codes 99809 - Surplus Sale of Automobile/Truck/Bus Parts/ Equipment or 99850 - Sale of Surplus and Obsolete Items. They are registered with various NIGP codes related to computers/ printers/ and software.
POD Medical Supply Company LLC	07/14/2023	Allan Roffe	(516) 279-9136	PODMEDICALSUPPLY@GMAIL.COM		
Absolute Auctions & Realty, Inc	07/14/2023	Taylor Robinson	(845) 635-3169	TAYLOR@AARAUCTIONS.COM	Yes	
Sumount Corp.	07/17/2023	Garth Lawrence	(917) 478-0185	GARTH@SUMOUNTCORP.COM	No	<p>I appreciate the County following up with us on the subject solicitation. My responses are as follows:</p> <p>-Why did you decline to submit a proposal? -(ANSWER) At the time of the solicitation we evaluated our position and determined that we were not in a position to submit a competitive bid.</p> <p>-Was there anything in the County's specifications, terms or conditions, or disclosure requirements, that caused you not to bid? If so, what? -(ANSWER) The reasons for not submitting a bid had nothing to do with the County's specifications or the terms of the solicitation. We were simply not in a position to be competitive.</p> <p>-What changes, if any, could the County make to the solicitation to encourage competition? (ANSWER) The reasons for not bidding was not due to the terms of the solicitation, therefore I am not sure if any change is necessary to such solicitations.</p> <p style="text-align: right;">Sincerely Garth Lawrence SUMOUNT CORP. (917) 478-0185</p>