



## City Council Report

915 I Street, 1<sup>st</sup> Floor

Sacramento, CA 95814

[www.cityofsacramento.org](http://www.cityofsacramento.org)

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**File ID:** 2021-00922

**September 14, 2021**

**Consent Item 08**

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**Title: Agreement: Auctioneer Services for Disposal of Surplus by Bar None Auction**

**Location:** Citywide

**Recommendation:** Pass a Motion authorizing the City Manager or the City Manager's designee to execute a five-year contract with Auction Exchange, Inc. DBA Bar None Auction for a total not-to-exceed amount of \$500,000 for the purpose of auctioning of surplus personal property.

**Contact:** Gary O'Neill, Administrative Analyst, (916) 808-7432; Dayana Reyes Zanaska, Procurement Manager, (916) 808-5524, Department of Finance.

**Presenter:** None.

**Attachments:**

- 1-Description/Analysis
- 2-Bid Results Evaluation
- 3-Agreement Bar None Auction

## Description/Analysis

**Issue Detail:** City Code 3.80 allows for the disposal of surplus equipment and supplies to be sold at public auction to the highest bidder. In 2019, the City executed Contract PRC000647 with Auction Exchange Inc. DBA Bar None Auction of Sacramento for the disposal via auction of surplus personal property. This contract expires on September 20, 2021. Bid no. B21061521006, "Auctioneer Services for Disposal of Surplus" was issued June 28, 2021 and closed July 21, 2021. Four bids were received and opened by the Office of the City Clerk. Two bids were determined to be non-responsive; one bidder did not submit the bid response form and the other bidder did not meet Local Business Enterprise (LBE) requirements. The incumbent, Auction Exchange Inc. DBA Bar None Auction of Sacramento, was the lowest responsive and responsible bidder. The Bid Results Evaluation form is Attachment 2 to this report.

**Policy Considerations:** The recommendations in this report are in accordance with the provisions of City Code 3.80 regarding the disposition of surplus personnel property.

**Economic Impacts:** None.

## Environmental Considerations:

**California Environmental Quality Act (CEQA):** This report concerns administrative activities and governmental fiscal activities that do not constitute a "project" as defined by the CEQA Guidelines Sections 15378(b)(2) and 15378(b)(4) and are not subject to the provisions of CEQA (CEQA Guidelines Section 15060(c)(3)).

**Sustainability:** This agreement adheres to the requirements of AP-4003 Sustainable Purchasing Policy (SPP) section 3: "Surplus / Disposition."

**Commission/Committee Action:** None.

**Rationale for Recommendation:** Bar None Auction is a responsible bidder who offered the lowest responsive bid. They are the incumbent and are familiar with City processes and personnel.

Proceeds from auctions can vary each year depending upon the number of items sent to surplus and their auction value. The amount annually averages \$100,000, primarily from the sale of surplus Fleet vehicles.

Bar None Auction has decreased the commission rate from five percent (5%) on the current contract to three (3%) on the new contract. They have their own towing service to transport Fleet vehicles and other surplus to their auction yard at 4751 Power Inn Road, Sacramento. They have a DMV branch onsite which facilitates the transfer of ownership of vehicles from the city to the bidder. City staff recommends awarding a five-year contract with a not-to-exceed amount of \$500,000.

**Financial Considerations:** Bar None Auction will withhold their 3% commission from the proceeds. Reimbursement is to be made to the City within 30 days of the sale.

**Local Business Enterprise (LBE):** Bar None Auction is an LBE.

# ATTACHMENT 2 - BID RESULTS EVALUATION

## City of Sacramento

Bid Results for Project **Auctioneer Services for Disposal of Surplus (B21061521006)**

Issued on 06/28/2021

Bid Due on July 21, 2021 2:00 PM (PDT)

### COMMISSION RATES AND OTHER CHARGES

Item Num	Bid Section	Description	BAR NONE AUCTION	GOV DEALS	PROPERTY ROOM	TMC AUCTION
1-A	Section 1 Commission Rates	VEHICLES, TRAILERS, TITLED ITEMS	3%	no response	12.50%	0%
1-B		HEAVY EQUIPMENT	3%	no response	12.50%	0%
1-C		AIRCRAFT	3%	no response	12.50%	0%
1-D		BOATS AND OTHER WATERCRAFT	3%	no response	12.50%	0%
1-E		MISCELLANEOUS SURPLUS	3%	no response	50%	25%
2-A	Section 2 Transportation cost, fixed rates	CARRIER TRANSPORT, MULTIPLE OPERATING VEHICLES	\$0.00	no response	Billed at cost	\$100.00
2-B		TOWING STANDARD, SINGLE, OPERATING OR NONOPERATING LIGHT DUTY VEHICLES	\$0.00	no response	First 30 miles free. \$10 for every 10 miles after that.	\$125.00
2-C		TOWING STANDARD, SINGLE, OPERATING OR NONOPERATING HEAVY DUTY VEHICLES	\$0.00	no response	Billed at cost	\$250.00
2-D		FLATBED TRAILER LOAD FOR MISCELLANEOUS PALLET ITEMS AND OTHER STATIONARY EQUIPMENT	\$0.00	no response	\$68.00	\$350.00
3-A	Section 3 Incidental Services	REMOVE DECALS, BUMPER STICKERS, OR ANY OTHER IDENTIFIERS FROM VEHICLES (COST PER ITEM)	\$0.00	no response	\$20 per quarter hour	\$175.00
3-B		SMOG AND SAFETY INSPECTION OF A VEHICLE (COST PER VEHICLE)	\$0.00	no response	\$29.95 to \$69.95	\$40.00
3-C		MINOR VEHICLE REPAIRS TO PASS SAFETY OR SMOG CHECK (COST PER HOUR)	\$0.00	no response	\$80.00	\$50.00
3-D		COST TO VISIT A CITY LOCATION TO ACCESS ITEMS FOR AUCTION (COST PER HOUR)	\$0.00	no response	\$80.00	\$0.00
3-E		COST TO PREPARE AND PRESENT ONE PAGE REPORT STATING THAT POTENTIAL SURPLUS ITEMS HOLD NO VALUE FOR AN AUCTION	No charge	no response	No charge	No charge



**BID RESPONSE INFORMATION**

A		Signature Page	Yes	no response	Yes	Yes
B		Drug Free Workplace	Yes	no response	Yes	Yes
C-1-A		LBE?	Yes	no response	No, subcontract with Insurance Auto Auctions Inc (IAAI)	No, subcontract with Precision Equipment Transport and Top Shelf Moving
D		Subcontractor LBE?	n/a	n/a	No, subcontractor is located in the City of Rancho Cordova	Yes, located in Unincorporated Area of Sacramento County
		Address for LBE determination	4751 Power Inn Road, Sacramento	no response	11499 Douglas Road, Rancho Cordova	4518 Rutgers Way, Sacramento -- 6516 Clara Way, North Highlands, CA
		Physical Location of the Auction Yard	4751 Power Inn Road, Sacramento	no response	11499 Douglas Road, Rancho Cordova	1551 Vineyard Rd., Roseville (located inside Denios Farmers Market & Swap Meet)
E		Number of Years in the Auction Business	28	no response	59 combined	14
F		Towing Company or Companies Used to Transport Vehicles	They will use their own trucks	no response	Provided upon contract award	Precisions Equipment, Tonys Towing, and Buxton Auto Transport
G		Website	<a href="http://www.BarNoneAuction.com">www.BarNoneAuction.com</a>	no response	<a href="http://www.iaai.com">www.iaai.com</a>	<a href="http://www.tmcauction.com">www.tmcauction.com</a>
H		Three references	City/County of San Francisco	no response	City of Houston, TX	Glenn County,CA
			Calif Dept of Transportation	no response	City of Desert Springs, CA	City of Citrus Heights, CA
			County of El Dorado	no response	Downer's Grove, IL	Sacramento County Public Administrator

BID RESPONSIVE	Yes	NO	NO	Yes
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Section 1 BID EVALUTATION NOTE: About 170 light duty vehicles and trailers and 30 heavy duty vehicles are sent to auction each year. These numbers are estimates and the actual quantity will vary. These are the numbers that will be used for the purpose of bid evaluation. The commission rate for items C and D are for informational purposes only as there is a minimal amount sent to auction. Item E will be evaluated at an estimated total of \$20,000 in sales per year.

Section 2 BID EVALUTATION NOTE: The bid will be determined based upon an estimate of 85 light duty vehicles and 15 heavy duty vehicles to be towed each year.

Section 3 BID EVALUTATION NOTE: Per Fleet Management, the City usually removes decals and other identifiers from vehicles. All light duty vehicles need to be smog checked (estimated quantity is 170 per year).

	BAR NONE AUCTION	GOV DEALS	PROPERTY ROOM	TMC AUCTION
1-A and 1-B - In the last annual report, the average bid price per vehicle was \$3,746.78. 200 vehicles X the average bid per vehicle X Bidder's Commission	\$ 22,480.68	No	No	\$ -
1-E - \$20,000 X Bidder's Commission Rate	\$ 600.00			\$ 5,000.00
Section 2 - 85 light duty vehicles	\$ -			\$ 10,625.00
Section 2 - 15 heavy duty vehicles	\$ -			\$ 3,750.00
Section 3 - Smog check for 170 light duty vehicles	\$ -			\$ 6,800.00
TOTAL	\$ 23,080.68			\$ 26,175.00
LBE - 5% preference	\$ (1,154.03)			\$ (1,308.75)
<b>BID EVALUATION TOTAL</b>	<b>\$ 21,926.65</b>			<b>\$ 24,866.25</b>

# ATTACHMENT 3 - AGREEMENT BAR NONE AUCTION

CONTRACT #: **PRC001548**

CONTRACT NAME: **Auctioneer Services for Disposal of Surplus**

CONTRACT PROJECT #: 06001521-1001-442021

DEPARTMENT: Finance

DIVISION: Procurement

CITY OF SACRAMENTO

## NONPROFESSIONAL SERVICES AGREEMENT

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**THIS CONTRACT** is made at Sacramento, California, by and between the **CITY OF SACRAMENTO**, a charter city and municipal corporation ("CITY"), and

***Auction Exchange, Inc. DBA Bar None Auction***

*4751 Power Inn Road*

*Sacramento, CA 95826-4339*

*Phone 916-246-2156 / Fax 916-383-6865 / E-mail jseidel@barnoneauction.com*

("Contractor"), as of the Effective Date, as defined below.

The City and Contractor agree as follows:

1. **Effective Date.** This Contract shall be effective beginning September 21, 2021.
2. **Contract Documents.** This Contract includes each of the following documents, which are attached or incorporated by this reference (referred to collectively as the "Contract Documents"):

- Exhibit A – Scope of Work
- Exhibit B – Payment
- Exhibit C – Insurance
- Exhibit D – General Conditions
- Exhibit E -- Invitation to Bid
- Exhibit F – Bid Response
- Purchase Orders

If there is a conflict between the terms and conditions of any document prepared or provided by the Contractor and made a part of this Contract and the other terms or conditions of the Contract, the other terms, and conditions of the Contract control.

3. **Services.** Subject to the terms and conditions set forth in this Contract, Contractor shall provide to City the non-professional services described in Exhibit A ("Services").

Contractor will not be compensated for non-professional services outside the scope of Exhibit A ("Additional Services") unless, before providing Additional Services: (a) Contractor notifies City and City agrees that the Additional Services are outside the scope of Exhibit A; (b) Contractor estimates the additional compensation required for these Additional Services; and (c) City, after notice, approves in writing a Supplemental Contract specifying the Additional Services and the amount of additional compensation to be paid Contractor.

City will have no obligations whatsoever under this Contract or any Supplemental Contract, unless and until this Contract or any Supplemental Contract is approved by the City as required by the Sacramento City Code. As used in this Contract, the term “Services” includes both Services and Additional Services as applicable.

4. **Payment.** City shall pay Contractor at the times and in the manner set forth in Exhibit B. Contractor shall submit all invoices to City in the manner specified in Exhibit B.
5. **Facilities and Equipment.** Except as set forth below, Contractor shall, at its sole cost and expense, furnish all facilities and equipment required for Contractor to perform this Contract. City shall furnish to Contractor only the facilities and equipment listed below, if any.
6. **Insurance.** Contractor shall, at its sole cost and expense, maintain the insurance coverage described in the attached Exhibit C.
7. **General Conditions.** Contractor shall comply with the terms and conditions set forth in the attached Exhibit D.
8. **Non-Discrimination in Employee Benefits.** This Contract may be subject to Sacramento City Code chapter 3.54, Non- Discrimination in Employee Benefits by City Contractors. A summary of the requirements, entitled "Requirements of the Non-Discrimination in Employee Benefits Code (Equal Benefits Ordinance)," can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

Contractor acknowledges and represents that Contractor has read and understands the requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.54. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance.

Contractor's violation of Sacramento City Code chapter 3.54 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

9. **Living Wage.** This Contract may be subject to Sacramento City Code chapter 3.58, Living Wage. A summary of the requirements, entitled "Living Wage Requirements", can be viewed at: <https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>. The Living Wage Ordinance is applicable to certain contracts with the City in an amount of \$250,000 or more (either initial value or total value after amendment) or if the total value of all Contractor's contracts with the City is \$250,000 or more over a 12-month period. Contractor acknowledges and represents that Contractor has read and understands the requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.58. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance.

Contractor shall require applicable subcontractors to fully comply with all applicable requirements of Sacramento City Code chapter 3.58 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.58.

Contractor's violation of Sacramento City Code chapter 3.58 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

In addition, for Services that constitute "Public Works" under California Labor Code Section 1720 et seq., if both prevailing wage and living wage requirements apply, Contractor shall pay the higher of the two rates.

10. **Considering Criminal Conviction Information in the Employment Application Process.** This Contract may be subject to the requirements of Sacramento City Code chapter 3.62, Procedures for Considering Criminal Conviction Information in the Employment Application Process. A summary of the requirements, entitled "Ban-The-Box Requirements," can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

The Ban-The-Box Requirements are applicable to certain contracts with the City in an amount of \$250,000 or more (either initial value or total value after amendment) or if the total value of all Contractor's contracts with the City is \$250,000 or more over a 12-month period.

Contractor acknowledges and represents that Contractor has read and understands these requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.62. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance. Contractor shall require applicable subcontractors to fully comply with all applicable requirements of Sacramento City Code chapter 3.62 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.62.

Contractor's violation of Sacramento City Code chapter 3.62 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

11. **Local Business Enterprise Program.** The Local Business Enterprise Program Participation Requirements ("LBE Participation Requirements") are applicable to this Contract. A summary of the requirements, entitled "LBE Participation Requirements," can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

Contractor acknowledges and represents that Contractor has read and understands these requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.60. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance. Contractor shall require applicable subcontractors to fully comply with all applicable requirements of Sacramento City Code chapter 3.60 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.60.

Contractor's violation of Sacramento City Code chapter 3.60 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

12. **Authority.** The person signing this Contract for Contractor represents and warrants that he or she has read, understands, and agrees to all the Contract terms and is fully authorized to sign this Contract on behalf of the Contractor and to bind the Contractor to the performance of the Contract's obligations.

*[Signatures Page Following Exhibits]*

**EXHIBIT A**

**SCOPE OF SERVICES**

**1. Representatives.**

The CITY Representative for this Agreement is:

***Gary O'Neill / Administrative Analyst***  
*City of Sacramento Procurement Division*  
*915 I Street, 2<sup>nd</sup> Floor*  
*Sacramento, CA 95814-2604*  
*Phone 916-808-7432 / Fax 916-808-5747 / E-mail goneill@cityofsacramento.org*

The CONTRACTOR Representative for this Agreement is:

***Joshua Seidel / President***  
*Auction Exchange Inc. DBA Bar None Auction*  
*4751 Power Inn Road*  
*Sacramento, CA 95826-4339*  
*Phone 916-246-2156 / Fax 916-383-6865 / E-mail jseidel@barnoneauction.com*

Unless otherwise provided in this Contract, all Contractor questions and correspondence pertaining to this Contract must be addressed to the City Representative. All City questions and correspondence must be addressed to the Contractor Representative.

- 2. Scope of Services.** Contractor shall provide Services to City as set forth in Attachment 1 to this Exhibit A.
- 3. Time of Performance.** The Services described in this Contract shall be provided for five years, through **September 30, 2026**. Contractor shall provide the Services in accordance with any schedule in Attachment 1 to this Exhibit A. Contractor shall immediately notify the City if Contractor is unable to perform Services in compliance with this Contract.

## **1. Scope of Services**

Contractor agrees to perform public auction services as requested by City. Contractor shall provide the necessary qualified personnel to perform the services. In performance of the services Contractor shall:

- 1.1 Contractor shall provide auction yard for displaying of inventories, storage of items prior to sale, and auction sale event activities. Auction site will be open from Monday thru Friday during normal business hours of 8am and 5pm for shipping and receiving.
- 1.2 Contractor shall inventory all items received at the auction site and provide copy of detailed inventory to City within 24 hours of receipt of inventory.
- 1.3 Contractor shall catalog items for sale in a manner to enhance the value of the item, providing a detailed description, multiple photographs, and online catalog listing.
- 1.4 Contractor agrees to advertise the items in upcoming auction by traditional methods of Contractor brochure mailed to auction patrons and industry specific users, newspaper and trade publications, Contractor's website, and other possible methods as Contractor feels necessary.
- 1.5 Contractor to provide professional auction staff to negotiate best selling prices, quality clerks and competent cashiers to assist the buyers with a courteous purchasing experience.
- 1.6 Contractor shall be responsible for loss or damage to property due to fire, theft, or malicious damage during and after transport of said property to auction site.
- 1.7 Upon termination of this Agreement, any City property then in the custody of the Contractor will be returned to the within one calendar week.
- 1.8 Contractor shall keep all necessary records, provide the City with copies of sales receipts that show the vehicle ID number, description, sales price, date sold, and buyer's name.
- 1.9 Contractor shall comply with all pertinent provisions of the Bulk Sales Law, California Vehicle Code, and Laws and Regulations of the State of California, including but not limited to, obtaining all necessary licenses and permits, posting required bonds, and payment of all fees and expenses thereof.
- 1.10 Contractor shall prepare and submit to the Department of Motor Vehicles forms, "Odometer Mileage Statement" and Notice of DMV forms, Release of Liability, and provide copies to the City upon request.

## **2. General Requirements**

- 2.1 City shall contact the Contractor as needed to dispose of surplus property by providing a list of items for upcoming auction or delivering the inventory to the auction location.
- 2.2 Contractor shall ensure that no property consigned by the City may be sold before an auction without prior written agreement of the City.
- 2.3 City agrees that once an inventory is consigned to Contractor or delivered to the auction site, those items shall not be pulled from the Contractor's possession unless mutually agreed to by Contractor and City.



- 2.4 Should both parties agree to a sale prior to auction, the proceeds of said sale should be treated as part of the gross proceeds of the auction.

### **3. City Requirements**

- 3.1 City, in good faith, claims to have the full power and authority to sell inventory being consigned to Contractor.
- 3.2 City warrants that all inventories are free and clear from all liens and encumbrances.
- 3.3 City agrees to accept responsibility for any encumbrances, unpaid liens, or outstanding taxes except otherwise disclosed by City, on such inventory, and herein indemnifies the Contractor against all claims in nature arising from this indemnification.
- 3.4 In an event that an inventory should have a secured creditor the City shall be responsible to provide payoff statement and authorizes Contractor to disperse the first sum of payments if not in entirety to the first secured lender as herein agreed.
- 3.5 City shall provide in a timely manner the free and clear title or certificate of ownership and all documents necessary to affect transfer of title for motor vehicles, trailers and vehicle equipment and other property. At the option of the Contractor, vehicles may not be offered at auction unless the Certificate of Ownership and all other documents necessary to affect a transfer of title for motor vehicles trailers, and vehicles equipment are submitted at least five (5) days prior to sale.
- 3.6 City at its option may choose to use the transportation provided by the Contractor at the Contractor's current rates.

### **4. Auction Requirements**

- 4.1 Contractor shall ensure all auctions will be open to the public, and there shall be no fee charged for participation as a potential buyer.
- 4.2 Contractor shall ensure that unless otherwise directed by the City, all unsold property shall be rescheduled to the next available auction at no additional cost to the City.
- 4.3 Contractor shall supply all needed personnel and set up all needed auction equipment and facilities to adequately produce such auction sales.
- 4.4 Contractor shall, when requested by City, provide transportation of all property from the City's possession to Contractor's auction facility. Contractor shall ensure licensed and insured subcontractors provide such transportation. The fees for such services shall be deducted from the auction proceeds by Contractor. All fees shall be listed in a schedule of values and are fixed for each contract and option year.
- 4.5 Contractor shall, when requested by City, arrange for property repair, detailing or reconditioning. Contractor, upon direction of the City, will obtain price quotes, and upon receipt of written instructions from the City, shall have the necessary services performed. The fees for such services shall be deducted from auction proceeds.

4.6 City shall have the option to set a minimum selling price on specialty items and shall coordinate minimum bid requests with Contractor for the purpose of ensuring reasonableness of minimum bid. If a minimum bid item is not sold, the Contractor will be entitled to commission based on minimum bid set by City.

4.7 Contractor shall provide the City with the necessary reports to access the costs and proceeds from auctions. The reports are to be submitted with the check sent to the City. The report shall include the vehicle ID number or other descriptive notation furnished by the City, the date of the auction, the proceeds from the sale, the sale expenses including Contractor commission, etc.

## **5. Advertising**

5.1 Contractor shall engage in a comprehensive advertising and marketing campaign in advance of each auction.

5.1.1 The campaigns may include but not limited to advertisements in major newspapers in the surrounding major metropolitan areas, preparing printing, and distributing fliers and brochures on special interest property, advertisements in trade journals as well as national and international campaigns when appropriate.

5.1.2 Pursuant to City Code section 3.80.030, advertisements are also to be placed in the City of Sacramento's "Official City Newspaper".

## **6. Compensation and Reimbursement**

6.1 City shall pay Contractor a commission based on total gross sales as set forth in Attachment 1 to Payment Exhibit.

6.2 Contractor shall provide payment and corresponding sales report to the City within 30 calendar days after auction sale.

6.3 City agrees to have Contractor deduct sale commissions and agreed upon service charges from total proceeds.

**EXHIBIT B**

**PAYMENT**

1. **Contractor's Compensation.** The total of all fees paid to the Contractor for the provision of Services as set forth in Exhibit A, including any authorized reimbursable expenses, shall not exceed the total sum of \$ **500,000**. The payments specified in this Exhibit B shall be the only payments made to Contractor unless the City approves a Supplemental Contract.
2. **Pricing.** Contractor shall be paid as set forth in Exhibit A or Attachment 1 to this Exhibit B and any applicable special provisions included in the request for bids or proposals. If there is a conflict between Exhibit A or Exhibit B and the Special Provisions, Exhibit A or Exhibit B controls.
3. **Contractor's Reimbursable Expenses.** "Reimbursable Expenses" are limited to actual expenditures of Contractor for expenses that are necessary for the proper satisfaction of the Contract and are only payable if specifically authorized in advance in writing by the City.
4. **Miscellaneous Charges.** No additional charges will be allowed unless specified in the Contract, including charges for transportation, fuel, containers, packing, or disposal.
5. **Payments to Contractor.** Contractor is responsible for supplying all documentation necessary to verify invoices to the City's satisfaction.
  - A. Payment terms are NET 30 days, unless the Contractor offers a prompt payment discount that was accepted by the City or as otherwise stated in this Contract. Any prompt payment discounts will be computed from the date of acceptance by the City, or from the date an invoice is received, whichever occurs later.
  - B. Invoices must be submitted to either of the addresses specified below.
    - (1) Email. Submit email invoices and any attachments to:  
[apinvoices@cityofsacramento.org](mailto:apinvoices@cityofsacramento.org)
    - (2) Postal Mail. If emailing is not an option, mail to:  
A/P Processing Center  
City of Sacramento  
915 I Street, Floor 4  
Sacramento, CA 95814-2608
  - C. All invoices submitted by CONTRACTOR must contain the following information:
    - (1) Job/Project Name
    - (2) CITY's current Purchase Order Number
    - (3) Contractor's Invoice Number
    - (4) Date of Invoice Issuance
    - (5) Work Order Number (if applicable)
    - (6) CITY representative identified on the Purchase Order
    - (7) Contractor's remit address

- (8) Itemized description of items billed under Invoice
- (9) Itemized description of all authorized Reimbursable Expenses
- (10) Itemized description of all applicable taxes (sales, use, excise, etc.)
- (11) Amount of Invoice (itemize all authorized Reimbursable Expenses)
- (12) Total Billed to Date under Contract (if applicable)

- D. Items must be separated into Goods, Services, and Reimbursable Expenses. All applicable sales, use, excise, or similar taxes, including federal excise tax, must be itemized separately on the invoice. Invoices that do not conform to the format outlined above will be returned to Contractor for correction. City is not responsible for delays in payment to Contractor resulting from Contractor's failure to comply with the invoice format described above.
- E. For Goods only, a bill of lading number and weight of shipment will be shown for shipments on the Government Bill of Lading.
- F. Unless otherwise specified in this Contract, partial payments will not be made by the City and payment will not be due until the completion of the Goods order. No payment precludes the City's right to inspect. Requests for payment status should be addressed to the City Representative for this Contract.

**6. Additional Services.** Additional Services shall be provided only when a Supplemental Contract authorizing the Additional Services is approved in writing by the City in accordance with the City's contract amendment procedures. The City reserves the right to perform any Additional Services with its own staff or to retain other contractors to perform the Additional Services.

**7. Accounting Records of Contractor.** During performance of this Contract and for a period of three years after completion of performance, Contractor shall maintain all accounting and financial records related to this Contract, in accordance with generally accepted accounting practices, including records of Contractor's costs for performance under this Contract and records of Contractor's Reimbursable Expenses. Contractor shall keep and make records available for inspection and audit by representatives of the City upon reasonable written notice.

**8. Tax Payments.** Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide CITY with proof of the payment upon request. Contractor hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages, or injuries suffered by CITY arising out of Contractor's breach of this section.

**9. Public Works Requirements.** *Not applicable to this contract.*

## **I. PRICING SCHEDULE**

### **1.) Commission rate charged to the City (percentage of the sale retained for commission):**

<b>ITEM</b>	<b>PERCENTAGE</b>
A.) VEHICLES, TRAILERS, TITLED ITEMS	3%
B.) HEAVY EQUIPMENT	3%
C.) AIRCRAFT	3%
D.) BOATS AND OTHER WATERCRAFT	3%
E.) MISCELLANEOUS SURPLUS	3%

BID EVALUTATION NOTE: About 170 light duty vehicles and trailers and 30 heavy duty vehicles are sent to auction each year. These numbers are estimates and the actual quantity will vary. These are the numbers that will be used for the purpose of bid evaluation. The commission rate for items C and D are for informational purposes only as there is a minimal amount sent to auction. Item E will be evaluated at an estimated total of \$20,000 in sales per year.

### **2.) Transportation cost, fixed rates**

<b>ITEM</b>	<b>COST PER UNIT</b>
A.) CARRIER TRANSPORT, MULTIPLE OPERATING VEHICLES	\$ 0.00
B.) TOWING STANDARD, SINGLE, OPERATING OR NONOPERATING LIGHT DUTY VEHICLES	\$0.00
C.) TOWING STANDARD, SINGLE, OPERATING OR NONOPERATING HEAVY DUTY VEHICLES	\$0.00
D.) FLATBED TRAILER LOAD FOR MISCELLANEOUS PALLET ITEMS AND OTHER STATIONARY EQUIPMENT	\$0.00

BID EVALUTATION NOTE: The bid will be determined based upon an estimate of 85 light duty vehicles and 15 heavy duty vehicles to be towed each year.

### **3.) Incidental Services**

<b>ITEM</b>	<b>COST</b>
A.) REMOVE DECALS, BUMPER STICKERS, OR ANY OTHER IDENTIFIERS FROM VEHICLES (COST PER ITEM)	\$0.00
B.) SMOG AND SAFETY INSPECTION OF A VEHICLE (COST PER VEHICLE)	\$0.00
C.) MINOR VEHICLE REPAIRS TO PASS SAFETY OR SMOG CHECK (COST PER HOUR)	\$0.00
D.) COST TO VISIT A CITY LOCATION TO ACCESS ITEMS FOR AUCTION (COST PER HOUR)	\$0.00
E.) COST TO PREPARE AND PRESENT ONE PAGE REPORT STATING THAT POTENTIAL SURPLUS ITEMS HOLD NO VALUE FOR AN AUCTION	No charge

**EXHIBIT C**

**INSURANCE**

1. **Insurance Requirements.** During the entire term of this Contract, Contractor shall maintain the insurance coverage described in the Insurance Terms below. Full compensation for all premiums that Contractor is required to pay for the insurance coverage described herein shall be included in the compensation specified under this Contract. No additional compensation will be provided for Contractor's insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the City.

Contractor's liability to the City is not in any way limited to or affected by the amount of insurance coverage required or carried by the Contractor in connection with this Contract.

2. **General Liability Minimum Scope and Limits of Insurance Coverage.** Commercial General Liability Insurance is required providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities performed by or on behalf of the Contractor and subcontractors, products and completed operations of Contractor and subcontractors, and premises owned, leased, or used by Contractor and subcontractors, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

*A Garage Liability policy with limits of \$1,000,000 may be substituted for the commercial general liability policy.*

The City, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of Contractor and subcontractors; products and completed operations of Contractor and subcontractors; and premises owned, leased, or used by Contractor and subcontractors.

3. **Automobile Liability Minimum Scope and Limits of Insurance Coverage.** *(Check the applicable provision.)*

  X   Automobile Liability Insurance is required providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Contractor.

The City, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

4. **Garage Keepers Liability Minimum Scope and Limits of Insurance Coverage.** Garage Keepers Liability Insurance with limits of not less than two hundred and fifty thousand (\$250,000) each for collision liability and comprehensive liability.

**5. Workers' Compensation Minimum Scope and Limits of Insurance Coverage.** *(Check the applicable provision.)*

X Workers' Compensation Insurance is required with statutory limits and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Workers' Compensation policy shall include a waiver of subrogation in favor of the City.

**6. Other Insurance Provisions.** The policies must contain, or be endorsed to contain, the following provisions:

- A. Contractor's insurance coverage, including excess insurance, shall be primary insurance as respects the City, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees, or volunteers will be in excess of Contractor's insurance and will not contribute with it.
- B. Any failure to comply with reporting provisions of the policies will not affect coverage provided to the City, its officials, employees, or volunteers.
- C. Coverage shall state that Contractor's insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- D. Contractor shall provide the City with 30 days written notice of cancellation or material change in the policy language or terms.

**7. Acceptability of Insurance.** Insurance must be placed with insurers with a Bests' rating of not less than A:VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Exhibit C must be declared to and approved by the City in writing before execution of this Contract.

**8. Verification of Coverage.**

- A. Contractor shall furnish City with certificates and required endorsements evidencing the insurance required. Certificates of insurance must be signed by an authorized representative of the insurance carrier. Copies of policies shall be delivered to the City Representative on demand.
- B. Contractor shall send all insurance certificates and endorsements, including policy renewals, during the term of this Contract directly to:

City of Sacramento  
c/o Exigis LLC  
PO Box 947  
Murrieta, CA 92564

- C. Certificate Holder must be listed as:

City of Sacramento  
c/o Exigis LLC  
PO Box 947  
Murrieta, CA 92564

- D. The City may withdraw its offer of Contract or cancel this Contract if the certificates of insurance and endorsements required have not been provided before execution of this Contract. The City may withhold payments to Contractor and/or cancel the Contract if the insurance is canceled or Contractor otherwise ceases to be insured as required herein.

9. **Subcontractor Insurance Coverage.** Contractor shall require and verify that all subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in this Exhibit C.



**EXHIBIT D**

**GENERAL CONDITIONS**

**1. Independent Contractor.**

- A. It is understood and agreed that Contractor (including Contractor's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Contractor nor Contractor's assigned personnel will be entitled to any benefits payable to CITY employees. CITY is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this Contract, and Contractor will be issued a Form 1099 for its services hereunder. As an independent contractor, Contractor hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of Contractor's employees or by any third party, including any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Contract or by reason of the nature and/or performance under this Contract.
- B. It is further understood and agreed by the parties that Contractor, in the performance of its obligations, is subject to the City's control and direction as to the designation of tasks to be performed and the results to be accomplished under this Contract, but not as to the means, methods, or sequence used by Contractor for accomplishing the results. To the extent that Contractor obtains permission to, and does, use CITY facilities, space, equipment, or support services in the performance of this Contract, this use will be at the Contractor's sole discretion based on the Contractor's determination that the use will promote Contractor's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Contract, the CITY does not require that Contractor use CITY facilities, equipment or support services or work in CITY locations in the performance of this Contract. As used in this Contract, "sole discretion" or "sole judgment" means that the party authorized to exercise its discretion or judgment may do so based on an unfettered assessment of its own interests, without considering how its decision affects the other party, and unconstrained by the implied covenant of good faith and fair dealing.
- C. If, in the performance of this Contract, any third persons are employed by Contractor, such persons will be entirely and exclusively under the direction, supervision, and control of Contractor. Except as otherwise provided in this Contract, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor. It is further understood and agreed that Contractor will issue W-2 or 1099 Forms for income and employment tax purposes for all Contractor's assigned personnel and subcontractors.
- D. The provisions of this section will survive any expiration or termination of this Contract. Nothing in this Contract creates an exclusive relationship between CITY and Contractor. Contractor may represent, perform services for, or be employed by any additional persons or companies so long as Contractor does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** Contractor represents and warrants that Contractor has, and shall maintain at all times during the term of this Contract at its sole cost and expense, all licenses, permits, qualifications, and approvals of any nature that are legally required for Contractor to practice its profession or fulfill the terms of this Contract, including a City Business Operations Tax Certificate and any required certification issued by the California Secretary of State.
3. **Time.** Time is of the essence in the performance of this Contract. Contractor shall devote the necessary time and effort to its performance under this Contract. Neither party will be considered in default of this Contract, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.
4. **Contractor Not Agent.** Except as City may specify in writing, Contractor and Contractor's personnel have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor and Contractor's personnel shall have no authority, express or implied, to bind City to any obligations whatsoever.
5. **Conflicts of Interest.** Contractor covenants that neither it, nor any officer or principal of its firm, has or will acquire any interest, directly or indirectly, that would conflict in any manner with the City's interests or that would in any way hinder Contractor's performance under this Contract. Contractor further covenants that in the performance of this Contract, no person having any such interest will be employed by it as an officer, employee, agent, or subcontractor, without the City's written consent.

Contractor agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the City's interests during the performance of this Contract. If Contractor is or employs a former officer or employee of the City, Contractor and any former City officer or employee shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any City department, board, commission, or committee.

6. **Hazardous Substances.** "Hazardous Substances" means any substance, material, waste, or other pollutant or contaminant that is or becomes designated, classified, or regulated as hazardous or toxic under any law, regulation, rule, order, decree, or other governmental requirement now in effect or later enacted. If Contractor is shipping Hazardous Substances, Contractor must supply a Safety Data Sheet ("SDS") with the first shipment of Hazardous Substances to each City location receiving the Hazardous Substances. If the content of an SDS is revised, Contractor must provide a revised SDS to each City location receiving Hazardous Substances.
7. **Confidentiality of City Information.** During performance of this Contract, Contractor may gain access to and use City information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special, and unique assets of the City.

Contractor agrees to protect all City Information and treat it as strictly confidential, and further agrees that Contractor shall not at any time, either directly or indirectly, divulge, disclose or

communicate in any manner any City Information to any third party without the City's prior written consent.

In addition, Contractor must comply with all City policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by Contractor of this section is a material violation of this Contract and shall justify legal and equitable relief.

**8. Contractor Information.**

- A. City shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Contractor under this Contract. In this Contract, the term "information" means and includes: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. Contractor shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by City.
- B. Contractor shall fully defend, indemnify, and hold harmless City, its officers, and employees, and each of them, from and against any and all claims, actions, lawsuits, or other proceedings alleging that all or any part of the information prepared, produced, or provided by Contractor under this Contract infringes upon any third party's trademark, trade name, copyright, patent, or other intellectual property rights. City shall make reasonable efforts to notify Contractor not later than ten days after City is served with any such claim, action, lawsuit, or other proceeding. However, City's failure to provide notice within the ten-day period does not relieve Contractor of its obligations hereunder, which survive any termination or expiration of this Contract.
- C. All proprietary and other information received from Contractor by City, whether received in connection with Contractor's proposal to City or in connection with Contractor's performance, will be disclosed upon receipt of a request for disclosure, in accordance with the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to City, City shall give notice to Contractor of any request for the disclosure of such information. The Contractor will then have five days from the date it receives notice to petition the court for a protective order to prevent the disclosure of the information. The Contractor shall have sole responsibility for defense of the actual "trade secret" designation of such information.
- D. The parties understand and agree that any failure by Contractor to respond to the notice provided by City and seek a protective order, in accordance with the provisions of subsection C, above, constitutes a complete waiver by Contractor of any rights regarding the information designated "trade secret" by Contractor, and the information will be disclosed by City in accordance with the Public Records Act.

9. **Notification of Material Changes in Business.** Contractor agrees that if it experiences any material changes in its business, including a reorganization, refinancing, restructuring, leveraged buyout, bankruptcy, name change, or loss of key personnel, it will immediately notify the City of the changes. Contractor also agrees to immediately notify the City of any condition that may jeopardize the scheduled delivery or fulfillment of Contractor's obligations to the City under this Contract.
10. **Standard of Performance.** Contractor shall perform in the manner and according to the standards currently observed by a competent practitioner of Contractor's profession in California and in compliance with all requirements of this Contract. All products that Contractor delivers to City under this Contract must be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Contractor's profession.

Contractor shall assign only competent personnel to perform on its behalf under this Contract. Contractor must notify the City in writing of any changes in Contractor's staff assigned to perform under this Contract before any performance by the new staff member. If the City, in its sole discretion, determines that any person assigned by the Contractor to perform under this Contract is not performing in accordance with the standards required herein, City shall provide notice to Contractor. Contractor shall immediately remove the assigned person upon receipt of the notice.

11. **Performance or Different Terms and Conditions.** The City's subsequent performance will not be construed as either acceptance of additional or different terms and conditions or a counteroffer by the Contractor, nor will the City's subsequent performance be viewed as acceptance of any provision of the Uniform Commercial Code, as adopted by any State, that is contrary to the terms and conditions contained herein. Contractor's performance shall conform to the applicable requirements of the Sacramento City Charter, Sacramento City Code, and all applicable State and Federal laws, and all the requirements of this Contract. The California Commercial Code will apply except as otherwise provided in the Contract.
12. **Emergency/Declared Disaster Requirements.** If an emergency is declared by the City Manager, or if any portion of the City is declared a disaster area by the county, state or federal government, this Contract may be subjected to increased usage. The Contractor shall serve the City during a declared emergency or disaster, subject to the same terms and conditions that apply during non-emergency / non-disaster conditions. The pricing set forth in this Contract will apply, without mark-up, regardless of the circumstances. If the Contractor is unable to fulfill the terms of the Contract because of a disruption in its chain of supply or service, then the Contractor shall provide proof of the disruption. Acceptable forms of proof will include a letter or notice from the Contractor's source stating the reason for the disruption
13. **Term; Suspension; Termination.**
- A. This Contract is effective on the Effective Date and continues in effect until both parties have fully performed their respective obligations under this Contract, unless sooner terminated as provided herein.
  - B. City shall have the right at any time to suspend Contractor's performance hereunder, in whole or in part, by giving a written notice of suspension to Contractor. Upon receipt of

such notice, Contractor shall immediately suspend its activities under this Contract, as specified in the notice.

- C. The City shall have the right to terminate this Contract at any time by giving a written notice of termination to Contractor. Upon receipt of such notice, Contractor shall immediately cease performance under this Contract as specified in the notice. If the City terminates this Contract:

- (1) Contractor shall, not later than five days after receipt of the notice, deliver all information prepared under this Contract to the City.
- (2) The City shall pay Contractor the reasonable value of Goods or Services provided by Contractor before termination; provided, however, City shall not in any manner be liable for lost profits that might have been made by Contractor had the Contract not been terminated or had Contractor completed performance required by this Contract. Contractor shall furnish to the City any financial information requested by the City to determine the reasonable value of the Goods or Services provided by Contractor. The foregoing is cumulative and does not affect any right or remedy that City may have in law or equity.

- 14. Default by Contractor.** In case of default by the Contractor, the City reserves the right to procure the Goods or Services from other sources and deduct from any monies due, or that may thereafter become due to the Contractor, the difference between the price named in this Contract and the actual cost to the City to procure from an alternate source. Prices paid by the City will be considered the prevailing market price at the time such purchase is made.

- 15. Guarantee and Warranty.** Contractor assumes design responsibility and warrants the articles to be free from design defect and suitable for the purposes intended by City. If it is determined by the City that the Goods and Services do not meet the minimum requirements of this Contract, the Contractor shall correct the same at Contractor's sole expense.

- A. The Contractor agrees that the Goods and Services furnished under this Contract will be covered by the industry standard or better warranty.
- B. Contractor further warrants that the Goods and Services furnished under this Contract will be covered by the most favorable commercial warranties the Contractor gives to any customer for the Goods and Services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City at law or equity, or by any other clause of this Contract.
- C. Any additional warranties provided by law, including the warranty of merchantability and warranty of fitness for a particular purpose will remain in full force and effect and inure to the City's benefit. City reserves all rights and remedies provided by law for breach of any applicable warranty related to the Goods and Services.
- D. City's inspections, approval, acceptance, or payment for all or part of any Goods and

Services will in no way affect City's warranty rights.

**16. Indemnity.**

- A. Indemnity: Contractor shall defend, hold harmless, and indemnify City, its officers, and employees, and each and every one of them, from and against all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, and expenses of every type and description, whether arising on or off the site of the work or services performed under this Contract, including any fees and costs reasonably incurred by City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including Liabilities for personal injury or death, damage to personal, real, or intellectual property, damage to the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Contract by Contractor, any subcontractor (including lower-tier subcontractors) or agent of Contractor, their respective officers and employees, and anyone else for whose acts of omissions any of them may be liable, whether or not the Liabilities (i) are caused in part by a party indemnified hereunder, or (ii) are litigated, settled, or reduced to judgment; provided that the foregoing indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage, or expense, to the extent arising from the active negligence or willful misconduct of, or defects in design furnished by, City, its agents, servants, or independent contractors who are directly responsible to City, except when such agents, servants, or independent contractors are under the supervision and control of Contractor or any subcontractor (including lower-tier subcontractors) or agent of Contractor.
- B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by City of any of the insurance policies or coverages described in this Contract will not affect or limit any of City's rights under this Section, nor will the limits of any insurance limit the liability of Contractor hereunder. This Section will not apply to any intellectual property claims, actions, lawsuits, or other proceedings subject to the provisions of section 8.B., above.
- C. Survival. The provisions of this section will survive any expiration or termination of this Contract.

**17. Funding Availability.**

- A. This Contract is subject to the budget and fiscal provisions of the Charter and the Sacramento City Code.
- B. The City's payment obligation under this Contract will not exceed the amount of funds appropriated and approved for this Contract by the Sacramento City Council.
- C. This Section shall govern over any other contrary provision of the Contract.

**18. Equal Employment Opportunity.** During the performance of this Contract, Contractor, for itself,

its assignees and successors in interest, agrees as follows:

- A. Compliance With Regulations: Contractor shall comply with all state, local, and federal anti-discrimination laws, and regulations, including the Executive Order 11246 entitled “Equal Opportunity in Federal Employment,” as amended by Executive Order 11375, 12086, and 13672, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), referred to collectively as the “Regulations.”
- B. Nondiscrimination: Contractor, with regards to the work performed by it after award and before completion of the work under this Contract, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by Contractor for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor’s obligation under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.
- D. Information and Reports: Contractor shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the City to be pertinent to ascertain compliance with the Regulations, orders, and instructions. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor shall so certify to the City, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of noncompliance by Contractor with the nondiscrimination provisions of this Contract, the City shall impose any sanctions it determines are appropriate including:
  - (1) Withholding of payments to Contractor under this Contract until Contractor complies;
  - (2) Cancellation, termination, or suspension of this Contract, in whole or in part.
- F. Incorporation of Provisions: Contractor shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. The City may direct Contractor to take specific actions to enforce these provisions, including sanctions for noncompliance; provided, however, that if Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Contractor may request that the City join such litigation to protect the City’s interests.

19. **Entire Agreement.** This Contract, including all Exhibits and documents referenced herein, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had before the execution of this Contract. No alteration to the terms of this Contract shall be valid unless approved in writing by Contractor, and by City, in accordance with applicable provisions of the Sacramento City Code.
20. **Modification of Contract.** The Contractor shall take no direction from any City employee that changes the executed terms and conditions of the Contract, including Exhibit A, or any change that impacts the cost, price, or schedule, before receiving a written, signed modification to the Contract.
21. **Severability.** If a court with jurisdiction rules that any portion of this Contract or its application to any person or circumstance is invalid or unenforceable, the remainder of this Contract will not be affected thereby and will remain valid and enforceable as written, to the greatest extent permitted by law.
22. **Waiver.** Neither the City's acceptance of, or payment for, any Goods or Services, nor any waiver by either party of any default, breach, or condition precedent, will be construed as a waiver of any provision of this Contract, nor as a waiver of any other default, breach, or condition precedent or any other right hereunder. No waiver will be effective unless it is in writing and signed by the waiving party.
23. **Governing Law.** This Contract shall be governed, construed, and enforced in accordance with the laws of the State of California, except that the rule of interpretation in California Civil Code section 1654 will not apply. Venue of any litigation arising out of this Contract will lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties' consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
24. **Assignment Prohibited.** The expertise and experience of Contractor are material considerations for this Contract. City has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on Contractor under this Agreement. In recognition of this interest, Contractor shall not assign any right or obligation pursuant to this Contract without the written consent of the City. Any attempted or purported assignment without City's written consent shall be void and of no effect.
25. **Binding Effect.** This Contract is binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 24, above.
26. **Compliance with Laws.** The Contractor shall be responsible for strict compliance with all applicable laws, regulations, court orders and other legal requirements applicable to the work to be accomplished under the Contract, including the California Occupational Safety and Health Act and all applicable safety orders issued by the Division of Occupational Safety and Health, Department of Industrial Relations, State of California, and all applicable requirements of Underwriters Laboratories and the Federal Communication Commission.



**27. Debarment Certification**

- A. Pursuant to 2 CFR, Part 200, and applicable Executive Orders, the City is restricted in its ability to contract with certain parties that are debarred, suspended, or otherwise excluded or ineligible for participating in Federal assistance programs or activities. By signing this Agreement, CONTRACTOR warrants and certifies under penalty of perjury under the laws of the State of California that Contractor, including any owner, partner, director, officer, or principal of the CONTRACTOR, or any person in a position with management responsibility or responsibility for the administration of federal funds:
- (1) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency;
  - (2) Has not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, or other criminal felony;
  - (3) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) above; or
  - (4) Has not, within a three-year period preceding this certification, had one or more public contracts (federal, state, or local) or transactions terminated for cause or default.
  - (5) Has not been notified, within a three-year period preceding this certification, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied. Federal taxes are considered delinquent if the tax liability has been finally determined and the taxpayer is delinquent in making payment, as defined in Section 52.209-5 of the Federal Acquisition Regulations.
- B. CONTRACTOR further warrants and certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency. Any exceptions to the warranties and certifications in this Section must be disclosed to the City.
- C. Exceptions will not necessarily result in denial of recommendation for award but will be considered in determining Contractor's responsibility. Disclosures must indicate to whom exceptions apply, the initiating agency, and dates of action.
- D. City will review the Federal Government's System for Award Management Exclusions maintained by the General Services Administration for eligibility, prior to the execution of this Agreement. The CONTRACTOR shall provide immediate written notice to the City if, at any time prior to execution, the CONTRACTOR learns this certification is erroneous or has become erroneous by reason of changed circumstances. If it is later determined that the Contractor's warranties and certification in this Section were erroneous, the City may terminate this Agreement for default.



# EXHIBIT E

## CITY OF SACRAMENTO

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Finance Department / Procurement Division

**Bid Number: B21061521006**

**INVITATION FOR BID**  
And  
**Contract Specifications for Nonprofessional Services**

**FOR: Auctioneer Services for Disposal of Surplus**

***Bids Will Received Prior To 2:00 P.M. On***  
**Wednesday, July 21, 2021**

**Bids Must Be Submitted To:**

**BID B21061521006**  
**OFFICE OF THE CITY CLERK**  
**CITY HALL 5<sup>TH</sup> FLOOR PUBLIC COUNTER**  
**915 I ST**  
**SACRAMENTO, CA 95814**

The City of Sacramento ("City") desires to obtain the services of a professional auction company ("Contractor") to perform **auctions to dispose of surplus vehicles, equipment, and other miscellaneous inventories** and to generate revenue for the City.

The desired Contractor must have the skills, knowledge, and experience in disposing of assets on behalf of sellers by method of BOTH Live Public and Online Auction Services.

The City's current contract with Bar None Auction Services of Sacramento, California, expires on September 20, 2021. Commissions to the Contractor can vary greatly per fiscal year (July 1 through June 30) but are usually between \$50,000 and \$150,000. It is anticipated that the successful bidder will be offered a 5-year contract for services not to exceed \$500,000 in commissions and expenses.

## **A. BID INSTRUCTIONS AND REQUIREMENTS**

No Bid Is in legal form unless it complies with the following Instructions:

### **1. Bid Submission**

Potential Contractors are required to submit an original bid, including all required attachments, to the City Clerk prior to the date and time and location specified on the bid cover sheet. FAILURE TO DO SO MAY CAUSE YOUR BID TO BE REJECTED.

### **2. Bid Forms.**

2.1 Bid must be submitted on the forms included herein as follows:

2.2 To obtain an electronic version of this bid go to Procurement's website at <http://www.planetbids.com/portal/portal.cfm?CompanyID=15300>

2.3 Bids must be submitted in a sealed envelope or package. Bid submission envelopes/packages shall exhibit the City's bid name and number and include the vendor's name and address printed on the outside of the envelope/package.

2.4 An on-site public opening will not be held. Notification of the bid results will be sent to all bidders.

2.5 All bids shall be clearly and distinctly written without modification and properly signed by an authorized party who shall indicate the capacity in which the signature is executed.

### **3. Alternate Bids.**

Alternate bids are invalid unless invited and covered by the specifications. Please note, all submissions are subject to rejection when unsolicited alternate bids are submitted.

### **4. Bid Security.**

A Bid Security is NOT required.

### **5. Interest in More Than One Bid.**

No bidder shall be interested in more than one bid (submit more than one bid for this solicitation), as provided by City Code Section 3.56.130(D). All bids by the same principal will be rejected.

### **6. City's Rights.**

The City reserves the right to take any of the following actions in its absolute discretion:

6.1 The right to award in whole or in part.

6.2 The right to reject any or all bids is reserved by the City.

6.3 The right to increase or decrease the quantities listed.

6.4 The right to issue subsequent Invitation for Bids (IFB).

6.5 The right to approve or disapprove the use of subcontractors and/or suppliers.

6.6 The City reserves the right to waive any informalities or minor irregularities, as determined in its sole discretion, in connection with bids received.

# **B21016521006 Auctioneer Services for Disposal of Surplus**

6.7 The right to make multiple awards to provide alternate sources to ensure continuity of services.

6.9 The right to accept a bidder's signed offer and issue a purchase order directly to the bidder based on the IFB.

## **7. City Code.**

All provisions of Chapter 3.56 of the City Code are applicable to any bid submitted or contract awarded.

## **8. Equipment.**

Not applicable to this bid.

## **9. Brand Name or Equivalent.**

Not applicable to this bid.

## **10. Samples.**

Samples of items, when requested or required, shall be furnished to the City free of charge of any kind, including freight or handling charges. Samples of items may be retained for future comparison. Samples may be damaged or destroyed by testing. Samples shall be returned to bidders only upon request, and at the bidder's cost.

## **11. Faithful Performance Bond.**

A faithful performance bond is NOT required.

## **12. Payment Discounts.**

Not applicable as the Contractor will pay the City.

## **13. Local Business Sales or Use Tax.**

Local Business Sales or Use Tax bid preference is not applicable as the Contractor will not be selling the City any taxable goods.

## **14. Mandatory Pre-Bid Conference.**

No pre-bid conference will occur.

## **15. Bid Inquiries.**

15-1 Questions regarding this bid should be submitted to the City's Bid Center ("PlanetBids") Q&A tab for this bid. An answer will be posted as soon as practical. All questions and answers become part of the contract.

15-2 If an addendum is issued, the receipt of such an addendum must be acknowledged in accordance with the directions on the addendum. Oral explanations or instructions given before the award of the contract will not be binding. Any contacts made with other City staff to circumvent, interfere, or influence the City's standard bidding and evaluation practices may be grounds for disqualification of the bidder.

## **16. Bid Evaluation.**

16-1 In determining the amount bid by each bidder, the City shall disregard mathematical errors in addition, subtraction, multiplication, and division that appear obvious on the face of the Bid. When such a mathematical error appears on the face of the Bid, the City shall have the right to correct such error and to compute the total amount bid by the bidder based on the corrected figure or figures.

# **B21016521006 Auctioneer Services for Disposal of Surplus**

16-2 When an item price is required, and it is inconsistent with the extended price listed for the total quantity requested (item price times estimated quantity needed), the item price shall prevail over the extended price for the item unless, in the sole discretion of the City, such a procedure would be inconsistent with the intent of the bid process. The total paid for each such item of work shall be based upon the item price and not the total extended price.

16-3 Should the Bid contain only a total extended price for the item and the item price is omitted, the City shall determine the item price by dividing the total extended price by the estimated quantity needed, as listed in this IFB.

16-4 If the Bid contains neither the item price nor the total price for the item, it shall be deemed incomplete, and the Bid shall be disregarded.

16-5 If prospective bidders are bidding an item "or equal," the bidders shall list the manufacturer's name and product number of the item offered in the space provided. If such information is not provided, it will be assumed that the bidder is offering the exact item specified. The City's decision as to whether an item is an equal to the item specified shall be final.

## **17. Determination of Lowest Responsible Bidder.**

Sacramento City Code 3.56.020 provides that the lowest responsible bidder shall be determined as follows:

17-1 In determining whether a bidder is responsible, consideration shall be given to:

- (i) the quality and performance of the supplies to be provided by the bidder;
- (ii) the ability, capacity, and skill of the bidder to perform the contract or effectuate the transaction;
- (iii) the ability of the bidder to perform the contract or effectuate the transaction within the time specified, without delay;
- (iv) the character, integrity, reputation, judgment, experience, and efficiency of the bidder;
- (v) the quality of the bidder's performance on previous purchases by, or contracts with, the City;
- (vi) the ability of the bidder to provide future maintenance, repair parts and services for the supplies provided.

17-2 Based on the information provided in the bids, the City Council, or the City Manager, shall identify those bids that are subject at the time of bid opening to the City's local sales or use tax under the provisions of Part 1.5 of Division 2 of the California Revenue and Taxation Code and Chapter 3.24 of the City Code. The lowest responsive, responsible bidder shall be determined after the amount of local sales or use tax that would be received by the City is deducted from such bids. This deduction shall be in addition to the application of any bid price preferences authorized by subsection 17-3, below.

17-3 The City Council may, by resolution, adopt programs or procedures for providing bid price preferences, including but not limited to, preferences to promote the participation and utilization of local business enterprises, energy conservation and sustainability in the City's contracting for supplies and nonprofessional services. The lowest responsible bidder shall be the responsible bidder whose bid price is the lowest after all bid prices are calculated to include any such preferences. The calculation of such preferences shall be in addition to any deduction of sales or use tax required by subsection 17-2, above.

# **B21016521006 Auctioneer Services for Disposal of Surplus**

## **18. Pre-Award Conference.**

The apparent lowest responsible bidder may be required to attend a pre-award conference at a mutually acceptable time at which requirements of the Contract will be reviewed. At that time, samples of forms, reports etc., will be submitted by the Contractor for final approval.

## **19. Award by Item or Group.**

The City reserves the right to increase or decrease quantities listed, make separate awards for any item, line-item, or category/group of items to the lowest responsible bidders for such items or category/groups of items.

## **20. Multiple Awards.**

The City reserves the right to make multiple awards to provide for multiple sources, to ensure continuity of supply if meeting the City's requirements within an acceptable period may exceed the capacity or capability of the primary contractor.

## **21. Contract Award.**

Within ninety (90) days after bid opening, a contract will be awarded by the City to the lowest responsible bidder(s), subject to the right of the City to reject all bids or waive informalities or minor irregularities, as it may deem proper. The time for awarding a contract may be extended in the sole discretion of the City, if required to evaluate bids or for such other purposes as the City may determine, unless the Bidder objects to such extension in writing with its Bid. The City may accept a Bid offer by issuance of a Notice of Award Letter, Contract and/or a purchase order notifying Bidder of award at any time on or before the 90th day following the day of Bid opening.

## **22. Non-Professional Services Agreement.**

The bidder(s) recommended for award will be required to sign a Non-Professional Services Agreement. A copy of the agreement can be found at the following web address:

<http://portal.cityofsacramento.org/Finance/Procurement/Standard-Agreements>

22-1 Bidders are responsible for reading and understanding all the requirements of the agreement prior to submitting their bid. Questions about any portion of the agreement shall be submitted in the manner specified in this bid.

In addition, the resulting contract may be subject to three City ordinances referenced in the agreement. These ordinances shall be reviewed at the following web addresses.

22-2 Living Wage Requirements for Non-Professional Service Agreements:

[Contract Ordinances - City of Sacramento](#)

22-3. Requirements of the Non-Discrimination in Employee Benefits Code ("EBO"):

[Contract Ordinances - City of Sacramento](#)

22-4. Ban-the-Box Requirements (criminal conviction information in the employment application process):

[Contract Ordinances - City of Sacramento](#)

## **23. Emergency/Declared Disaster Requirements.**

Emergency/Declared Disaster Requirements are not applicable.

# **B21016521006 Auctioneer Services for Disposal of Surplus**

## **24. Bid Forms**

All bids must show the full name of the firm bidding and must be on forms furnished by the City of Sacramento Procurement Division. All responses must be written in ink, printed on a typewriter, or computer generated. Responses made in pencil will not be considered.

## **25. Submission of Bids.**

The City is not responsible for misaddressed bid submittals. Utilize the address appropriate for the method of delivery. Bid submissions made via the United States Postal Service or a commercial express courier (FedEx, United Parcel Service, etc.) or personal delivery must be addressed as follows:

**BID B21061521006  
OFFICE OF THE CITY CLERK  
CITY HALL 5<sup>TH</sup> FLOOR PUBLIC COUNTER  
915 I ST  
SACRAMENTO, CA 95814**

## **26. Bid Protest.**

Bid protests must be filed and maintained in accordance with the provisions of Sections 3.60.460 through 3.60.560 of the Sacramento City Code. Bid protests that do not comply with Sections 3.60.460 through 3.60.560 of the Sacramento City Code shall be invalid and shall not be considered. A bid protest fee of \$750.00 is required at the time of filing to be considered valid in accordance with City of Sacramento Resolution No. 2003-231 dated April 29, 2003. As used herein, the term "bid protest" includes any bid protest that (1) claims that one or more bidders on this contract should be disqualified or rejected for any reason, or (2) contests a City staff recommendation to award this contract to a particular bidder, or (3) contests a City staff recommendation to disqualify or reject one or more bidders on this contract. Sections 3.60.460 - 3.60.560 of the Sacramento City Code are available at:

<http://www.qcode.us/codes/sacramento/>

## **27. Business Operations Tax Certificate ("BOT").**

27-1 Sacramento City Code requires that any person or firm conducting business within or with the City of Sacramento obtain a Business Operations Tax Certificate and pay the applicable tax if necessary. Successful Bidder(s) must meet this requirement prior to Award of the Contract.

27-2 To obtain information about the Business Operations Tax Certificate, contact the City of Sacramento, Revenue Division, 915 I Street, Room 1214, Sacramento, CA 95814, or telephone (916) 808-8500.

## **28. Licenses and Permits.**

By providing a Submission in response to this Solicitation, the Bidder represents and warrants that it has all licenses, permits, qualifications, and approvals required for the Bidder to furnish the Goods and/or Services required by the City. If the Bidder is an out-of-state entity, the Bidder represents and warrants that it possesses a valid certificate to transact business in the State of California issued by the California Secretary of State.

## **29. Local Business Enterprise (LBE) Participation Requirements.**

### **I. LBE PARTICIPATION REQUIREMENT**

On April 3, 2012, the Sacramento City Council adopted a Local Business Enterprise (LBE) Preference Program to provide enhanced opportunities for the participation of local business enterprises (LBEs) in the City's contracting and procurement activities. On November 19, 2013, the City Council increased the LBE preference percentage and authorized City departments to require a minimum 5% LBE participation level in public project and professional service contracts. On December 17, 2013, the City Council amended the City Code to allow City departments to require a minimum 5% LBE participation level in supply and nonprofessional service contracts. Under City Code section 3.60.270, when the specifications or request for proposals or bids for a City contract establish a minimum participation level for LBEs, no proposer or bidder on the contract shall be considered responsive unless its proposal or bid meets the minimum LBE participation level required by the specifications or request for proposals or bids.

The City has established a minimum 5% participation level for LBEs on this contract. Under City Code section 3.60.270, no proposer or bidder shall be considered a responsive proposer or bidder unless its proposal or bid meets this minimum LBE participation level.

Bidder and any other business entity listed on the LBE forms submitted shall comply with all applicable laws relating to licensing, permitting, and payment of taxes and fees in the City of Sacramento or County of Sacramento; and shall not be in arrears to the City of Sacramento or County of Sacramento, upon award of a contract.

### **II. LBE QUALIFICATION**

A. An LBE designated in the proposal or bid must be qualified as a LBE prior to the time set for submission of proposals or bids.

B. Local Business Enterprise means a business enterprise, including but not limited to, a sole proprietorship, partnership, Limited Liability Company, corporation, or other business entity that has a legitimate business presence in the City or unincorporated county of Sacramento. Proof of legitimate business presence in the City or unincorporated county of Sacramento shall include:

Having a current City of Sacramento Business Operation Tax or County of Sacramento Business License for at least twelve (12) consecutive months prior to submission of the proposal or bid; and

Having either of the following types of offices or workspace operating legally within the City or unincorporated county of Sacramento for at least twelve (12) consecutive months prior to submission of the proposal or bid:

The LBE's principal business office or workspace; or

The LBE's regional, branch or satellite office with at least one full time employee located in the City or unincorporated county of Sacramento.

An LBE must provide a physical address for the basis of location. This excludes P.O. Box addresses.



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An LBE must provide a current copy of the City of Sacramento Business Operations Tax Certificate or County of Sacramento Business License.

## **III. DETERMINATION OF LBE PARTICIPATION LEVEL**

Professional and nonprofessional service agreements of \$250,000 or more will be subject to a minimum 5% LBE participation requirement.

To receive credit for the 5% minimum participation requirement, the Contractor must either (a) be an LBE, or (b) subcontract with a business entity that is a qualified LBE.

## **IV. LBE REQUIREMENTS OF SUCCESSFUL PROPOSAL**

A. **LBE RECORDS**- The Contractor shall maintain records of all agreements with verified LBE subconsultants or subcontractors for one (1) year after receiving final payment from the City. Such records shall show the name and business address of each LBE subconsultant or subcontractor and the total dollar amount actually paid each LBE subconsultant or subcontractor. Upon completion of the agreement, a summary of these records shall be prepared, certified correct by the Contractor's authorized representative, and furnished to the City. The Contractor shall provide such other information, records, reports, certifications, or other documents as may be required by City, to determine compliance with any provision of the LBE program or these requirements.

B. **REPORTING REQUIREMENTS AND SANCTIONS**- Failure to provide specific information, records, reports, qualifications, or any other documents required for compliance with these requirements shall be considered noncompliance with the agreement. If the Contractor fails to correct a deficiency within fifteen (15) days after notification, a deduction may be made from the agreement amount. The deduction shall be ten (10) percent of the estimated value of the services performed during the month, not to be less than \$1,000 nor exceed \$10,000.

C. **PERFORMANCE OF LBE SUBCONSULTANTS**- The LBEs listed as subconsultants or subcontractors by the Contractor shall perform the work or services for which they are listed unless the Contractor has received prior written authorization from the City to perform the work or services in another manner. If the City approves the substitution of a LBE listed as a subconsultant or subcontractor by the Contractor, the Contractor will be required to make good faith efforts to replace the original LBE subconsultant or subcontractor with another qualified LBE subconsultant or subcontractor.

## **V. DEFINITIONS**

### **A. Local Business Enterprise (LBE)**

Local Business Enterprise (LBE): A business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or any other business entity that has a legitimate business presence in the City of Sacramento or unincorporated county of Sacramento.

### **B. Contractor**

The successful proposer or bidder who is awarded the professional service or nonprofessional service agreement by the City.

### **C. Subconsultant**

# **B21016521006 Auctioneer Services for Disposal of Surplus**

The individual, partnership, corporation, firm, or other entity entering into a contract or agreement with the Contractor to perform a portion of the work or services under the professional service agreement.

# **B21016521006 Auctioneer Services for Disposal of Surplus**

D. Subcontractor

The individual, partnership, corporation, firm, or other entity entering into a contract or agreement with the Contractor to perform a portion of the work or services under the nonprofessional service agreement.

**30. Submission Authority.**

By providing a Submission in response to this Solicitation, the bidder certifies that the only persons or parties interested in its submission as principals are those named herein; that its bid is made without collusion with any other individual, firm, or corporation; that it has examined all of the Contract Documents and proposes and agrees that if its Submission is accepted, the Bidder will execute the Contract Documents without amendment and fully perform the Contract; that the Bidder shall furnish all Goods and/or perform all Services specified in the Contract Documents, in the manner and time prescribed, and according to the requirements set forth therein; and that the Bidder shall accept the prices set forth in the Bidder's attached Pricing Schedule.

## **B. BID INSTRUCTIONS AND REQUIREMENTS UNIQUE TO THIS BID**

### **1. Minimum Requirements and Qualifications**

The City may make such investigations, as it deems necessary, prior to the award of this contract to determine the conditions under which the contracted work is performed. The City will take into consideration, but not be limited to:

1.1 Potential Contractor's experience

1.2 Location

1.3 Adequacy of facilities and security measures used to store and protect consigned items. The City reserves the right to inspect Potential Contractor's place of business prior to award or to inspect the Contractor's place of business during the contract term.

1.4 Sufficient personnel and equipment to properly perform all contracted services.

### **2. Compliance with Regulations**

Contractor shall comply with all applicable laws and regulations of the City pertaining to conducting the auction and sale of the surplus items, City Code Title 3.80, and all requirements of the City's nonprofessional service agreement.

Contractor shall also adhere to the following State of California Codes:

2.1 Civil Code – Sections 1812.600 through 1812.610;

Every auctioneer and auctioning company shall maintain a bond in the principal sum of \$20,000 issued by a surety company admitted doing business in California. A copy of the bond shall be filed with the Secretary of State. A copy of the surety bond shall be submitted to the City for approval prior to award of a contract.

2.2 Civil Code - CIV § 1812.607;

2.2 Commercial Code – Sections 2301 through 2328 and Sections 6101 through 6111;

2.3 Penal Code – Section 535, and;

2.4 Vehicle Code – Sections 4450-4467, 11700-11740, and 24000-24018.

In accordance with California Vehicle Code, Section 11700-11740, before a dealer license is issued or renewed, the applicant shall procure and file a bond in the amount of \$50,000 with the Department of Motor Vehicles. A copy of the bond shall be submitted to the City for approval prior to award of a contract.

### **3. Cooperative Purchasing.**

If mutually agreeable to both parties, the use of any resulting contract may be extended to other government agencies. It shall be understood that all terms and conditions as specified herein shall apply except for tow costs, which may be adjusted based upon the agencies distance from the auction site. The City of Sacramento will not be an agent, partner, or representative of any other government agency as it relates to this specification and is not obligated or liable, including, but not limited to, payment for an order placed by any other government agency.

# EXHIBIT F

**Bid Number: B21061521006**

## INVITATION FOR BID

And

**Contract Specifications for Nonprofessional Services**

**FOR: Auctioneer Services for Disposal of Surplus**

***Bids Will Received Prior To 2:00 P.M. On***  
**Wednesday, July 21, 2021**

**Bids Must Be Submitted To:**

**BID B21061521006  
OFFICE OF THE CITY CLERK  
CITY HALL 5<sup>TH</sup> FLOOR PUBLIC COUNTER  
915 I ST  
SACRAMENTO, CA 95814**

*All bidders must submit their bids on this form to be deemed responsive to the bid requirements.*

Name of Bidder's Company:

**Auction Exchange Inc. DBA Bar None Auction**

## **A. BID SIGNATURE PAGE**

### **To the City of Sacramento:**

The undersigned bidder (hereafter referred to as the "bidder" or the "Contractor") submits the attached bid, and certifies as follows: that the only persons or parties interested in this bid as principals are those named herein as bidder; that this bid is made without collusion with any other person, firm, or corporation; that in submitting this bid the bidder has examined all of the Contract Documents identified below; that the bidder proposes and agrees that if this bid is accepted, the bidder will execute and fully perform the contract for which bids are called; that the bidder shall perform all the work and/or furnish all the materials specified in the Contract Documents, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that the bidder shall take in full payment therefore, the prices set forth in the attached Pricing Schedule.

### **CONTRACT DOCUMENTS**

Performance of and payment for the contract for which bids are called shall be subject to all terms and conditions of the Invitation for Bid, the Bid Instructions and Requirements, the Bid, the Pricing Schedule(s), the Items Requiring Bidder Response, the Required Submittals, the General Conditions, General Provisions and any Addenda, Amendments, Special Provisions, Specifications, Plans, published Questions and Answers, or other requirements applicable to performance of the work and/or furnishing the materials specified herein. Such documents referred to herein as the "Contract Documents", are fully incorporated herein by this reference and are collectively referred to as the "Contract". By submitting this Bid, the Contractor agrees to fully perform every provision of the Contract, if the City awards the Contract to the Contractor, and provided further that City shall have no obligation hereunder unless and until such award is made. Contractor shall not make any changes to this form without City's written approval, and any changes made without such approval shall be void.

### ***To Be Filled Out By Bidder:***

NAME OF CONTRACTOR: Auction Exchange Inc. DBA Bar None Auction

ADDRESS: 4751 Power Inn Road, Sacramento, CA 95826

PHONE #: 916-246-2156

FAX #: 916-383-6865

E-MAIL: jseidel@barnoneauction.com

STATE TAX I.D. #: C3524518 FED. TAX I.D. #: 46-1593489

City of Sacramento Business Operation Tax Certificate #: 151825

(Contract award will not be processed without a valid and current Certificate Number.)

TYPE OF BUSINESS ENTITY (check one):

Individual/Sole Proprietor

Partnership

X- Corporation

Limited Liability Company

Other (please specify: )

BY: 

PRINT NAME: Joshua Seidel

TITLE: President

**Note:** All information submitted in or in connection with a bid is submitted under penalty of perjury. The City shall have the right to terminate at any time any contract awarded pursuant to a bid that contains false information.



## B. DRUG FREE WORKPLACE POLICY AND AFFIDAVIT

**BID PROPOSAL MAY BE DECLARED NONRESPONSIVE IF THIS FORM (COMPLETED) IS NOT ATTACHED.**  
**Pursuant to City Council Resolution CC90-498 dated 6/26/90 the following is required.**

The undersigned contractor certifies that it and all subcontractors performing under this Agreement will provide a drug-free workplace by:

1. Publishing a "Drug-Free Workplace" statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Establishing a Drug-Free Awareness Program to inform employees about:
  - a. The dangers of drug abuse in the workplace.
  - b. The contractor's policy of maintaining a drug-free workplace.
  - c. Any available drug counseling, rehabilitation, and employee assistance program.
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Notify employees that as a condition of employment under this Agreement, employees will be expected to:
  - a. Abide by the terms of the statement.
  - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace.
4. Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy on the "Drug-Free Workplace" statement.
5. Taking one of the following appropriate actions, within thirty (30) days of receiving notice from an employee or otherwise receiving such notice, that said employee has received a drug conviction for a violation occurring in the workplace:
  - a. Taking appropriate disciplinary action against such an employee, up to and including termination; or
  - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement or other appropriate agency.

\* I certify that no person employed by this company, corporation, or business has been convicted of any criminal drug statute violation on any job site or project where this company, corporation or business was performing was within three years of the date of my signature below.

EXCEPTION:	N/A		
	Date	Violation Type	Place of Occurrence

If additional space is required use back of this form.

\* The above statement will also be incorporated as a part of each subcontract agreement for any and all subcontractors selected for performance on this project.

IN THE EVENT THIS COMPANY, CORPORATION, OR BUSINESS IS AWARDED A CONTRACT, AS A RESULT OF THIS BID; THE CONTRACTOR WITH HIS/HER SIGNATURE REPRESENTS TO THE CITY THAT THE INFORMATION DISCLOSED IN THIS DOCUMENT IS COMPLETE AND ACCURATE. IT IS UNDERSTOOD AND AGREED THAT FALSE CERTIFICATION IS SUBJECT TO IMMEDIATE TERMINATION BY THE CITY.

The Representations Made Herein On This Document Are Made Under Penalty Of Perjury.

CONTRACTOR'S NAME: Auction Exchange Inc. DBA Bar None Auction

BY: \_\_\_\_\_

Signature

Date: 07-21-2021

Title: President

Effects of violations: a. Suspension of payments under the Agreement. b. Suspension or termination of the Agreement. c. Suspension or debarment of the contractor from receiving any Agreement from the City of Sacramento for a period not to exceed five years.



## **C. LOCAL BUSINESS ENTERPRISE**

**NOTE: Proposers must provide responses to the following items. Failure to provide a response to each of the items in this section may be grounds for rejection of the proposal.**

### **1. LBE FIVE PERCENT (5%) PARTICIPATION**

#### **LOCAL BUSINESS ENTERPRISE (LBE) PARTICIPATION PROGRAM**

On April 3, 2012, the Sacramento City Council adopted a Local Business Enterprise (LBE) Preference Program to provide enhanced opportunities for the participation of local business enterprises (LBEs) in the City's contracting and procurement activities. On November 19, 2013, City Council increased the LBE preference and authorized City departments to require minimum LBE participation levels in individual contracts. Under City Code section 3.60.270, when the bid specifications for a City contract establish a minimum participation level for LBEs, no bidder on the contract shall be considered responsive unless its bid meets the minimum LBE participation level required by the bid specifications.

The City has established a minimum 5% participation level for LBEs on this contract. Pursuant to City Code Section 3.60.270, no bidder on this contract shall be considered responsive unless its bid meets or exceeds this minimum participation level. To qualify for this requirement, bidders must either (a) be an LBE, or (b) subcontract with a qualified LBE.

Local Business Enterprise means a business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or other business entity that has a legitimate business presence in the city or unincorporated county of Sacramento. Evidence of legitimate business presence in the city or unincorporated county of Sacramento shall include:

1. Having a current City of Sacramento Business Operation Tax or County of Sacramento Business License for at least twelve (12) consecutive months prior to submission of bid; and
2. Having either of the following types of offices or workspace operating legally within the city or unincorporated county of Sacramento for at least twelve (12) consecutive months prior to submission of bid:
  - a. The LBE's principle business office or workspace; or
  - b. The LBE's regional, branch or satellite office with at least one full time employee located in the city or unincorporated county of Sacramento.

#### **A. LOCAL BUSINESS ENTERPRISE (LBE)**

Is the firm submitting the bid qualified as a local business enterprise? Check the appropriate box below:

- ☒ **YES** - the firm submitting the bid is qualified as a local business enterprise.
- ☐ **SUBCONTRACTING** - The firm submitting the bid is qualified by utilizing subcontractors or sub-tier suppliers who qualify as local business enterprises.\*
- ☐ **NO** - the firm submitting the bid is not qualified as a local business enterprise.

If the response to the above is YES, provide the City of Sacramento Business Operations Tax Certificate Number and/or County of Sacramento Business License Number:

Add Business License Number Here: 151825

If the response to the above is YES, a current copy of the City of Sacramento Business Operations Tax Certificate and/or County of Sacramento Business License may be requested by the City.

If the response to the above is YES, provide business office or workspace address\*\*:

Add Address Here: 4751 Power Inn Road, Sacramento, CA 95826

\* If utilizing subcontractors to satisfy the minimum five percent (5%) LBE requirements, the **Subcontractor and Local Business Enterprise Participation Verification Form** found on the next page must be submitted with your proposal.

\*\* Address must be a physical address for the basis of location, this excludes P.O. Box addresses, etc.

Detailed information about this program can be found at <http://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>



**2. Subcontractor and Local Business Enterprise Participation Verification Form**

**Local Business Enterprise (LBE)  
Participation Verification Form  
Nonprofessional Service Agreements of \$250,000 or More**

Proposer/Bidder Name: Auction Exchange Inc. DBA Bar None Auction

Proposal/Bid Amount: not applicable

Is the Proposer/Bidder an LBE?

☒ Yes

☐ No

IF THE PROPOSER/BIDDER IS USING SUBCONTRACTORS OR SUB-TIER SUPPLIERS TO SATISFY THE LBEPARTICIPATION REQUIREMENT OF THIS SOLICITATION, THIS FORM MUST BE SUBMITTED WITH THE PROPOSAL OR BID FOR THE PROPOSER OR BIDDER TO BE CONSIDERED FOR AWARD.

To be eligible for this agreement, the proposer or bidder shall list below all the business entities (subcontractors or suppliers) used to attain the 5% LBE participation requirement. Estimated dollar values shall be provided for all work, services or supplies listed. The failure to attain the 5% LBE participation or the inclusion of false information or the omission of required information will render the proposal or bid non-responsive.

LBE Business Entity Name and Address (subject to verification)	Description of Work, Services or Supplies to be provided	Estimated Dollar Value of Work, Services or Supplies
		\$
		\$

COPY AND ATTACH ADDITIONAL SHEETS AS NECESSARY

The Proposer/Bidder hereby certifies that each business entity listed on this LBE Participation Verification Form has been notified that it has been listed and has consented in writing to its name being submitted for this proposal or bid. The Proposer/Bidder also certifies that it will notify each business entity listed on this Form in writing if the agreement is awarded to the Proposer/Bidder, and will make all documentation relevant to the listed business entities and LBE participation available to the City of Sacramento upon request. The Proposer/Bidder further certifies that all the information contained in this Form is true and correct and acknowledges that the City will rely on the accuracy of this information in awarding the agreement.

**\* Auction Exchange Inc. DBA Bar None Auction will not use subcontractors to satisfy the LBE participation.**

**D. PHYSICAL LOCATION OF AUCTION YARD:**

4751 Power Inn Road, Sacramento, CA 95826

**E. NUMBER OF YEARS IN AUCTION BUSINESS (minimum of five):**

Since 1993 – 28 Years

**F. TOWING COMPANIES – Names and addresses of qualified companies often used by the auctioneer to transport vehicles to the yard:**

Auction Exchange Inc. DBA Bar None Auction will use our own trucks and trailers for transport. Our team is highly skilled in a large variety of transportation of vehicles, trucks, equipment, industrials, etc. We are very aware of the transport needs for the City of Sacramento given we have been servicing the City since 2017 for all auction services.

**G. AUCTIONEER'S PUBLIC WEBSITE ADDRESS:**

www.BarNoneAuction.com

**H. THREE REFERENCES - Name of organization, contact name and phone number, location, nature of contract:**

**1.) City and County of San Francisco – 555 Selby Street, San Francisco, CA 94124**

**Contact:** Gloria Gill, Purchaser

**Phone:** 415-554-4573

**Email:** [Gloria.gill@sfgov.org](mailto:Gloria.gill@sfgov.org)

**Contract Duration:** 2015 – Present

**Contract Value:** \$10,000,000+ over the life of the agreement

**Description:** Bar None Auction has been providing all-inclusive auctioneer services to the City and County of San Francisco since 2015. This includes transportation of a large variety of assets from the bay area to our auction facility in Sacramento, inventory, marketing, title and registration services, after auction reporting, and prompt payment. This agreement is very similar to the scope of work required for the City of Sacramento.

**2.) California Department of Transportation – P.O. Box 160048, Sacramento, CA 95816**

**Contact:** James McDaniel, Surplus Equipment & Property Manager

**Phone:** 916-227-9682

**Email:** [james.mcdaniel@dot.ca.gov](mailto:james.mcdaniel@dot.ca.gov)

**Contract Duration:** Since 2008 – Present

**Contract Value:** \$21,000,000+ over the life of the contract

**Description:** Bar None Auction provides turn-key auction services to the Department of Transportation for all vehicles, trucks, and road maintenance equipments for over 13 years here in Sacramento, CA. We provide decommission vehicles by removing license plates and logos, smog vehicles as needed, detailed auction and accounting reports, marketing, and much more.

3.) **County of El Dorado** – 2441 Headington Road, Placerville, CA 95667

**Contact:** Kent Taylor, Fleet Superintendent

**Phone:** 530-642-4900

**Email:** kent.taylor@edcgov.us

**Contract Duration:** Since 2012 – Present

**Contract Value:** \$2,500,000+ over the life of the contract

**Description:** Bar None Auction provides all-inclusive auction services to the County of El Dorado. We transport a variety of vehicles, trucks, trailers, equipment, and miscellaneous items to Sacramento auction facility. In addition, we provide all marketing, invoices, reporting, and prompt payment back to the County. This agreement is also very similar in scope to the City of Sacramento.

As you can see we have a diverse background of handling a variety of clients from transportation districts to City and County agencies. We have dozens of other small and large clients we service as well, so if more references are needed please let us know.

Lastly, we hope you consider the experience we have working with the City of Sacramento the past few years. We hope you discuss our prior performance with Bobbie Small, the Fleet Manager, and Rob Crosswhite with the Department of Utilities as we work with them on a regular basis to service the prior agreement with the City of Sacramento.

## **I. PRICING SCHEDULE**

### **1.) Commission rate charged to the City (percentage of the sale retained for commission):**

<b>ITEM</b>	<b>PERCENTAGE</b>
A.) VEHICLES, TRAILERS, TITLED ITEMS	3%
B.) HEAVY EQUIPMENT	3%
C.) AIRCRAFT	3%
D.) BOATS AND OTHER WATERCRAFT	3%
E.) MISCELLANEOUS SURPLUS	3%

BID EVALUTATION NOTE: About 170 light duty vehicles and trailers and 30 heavy duty vehicles are sent to auction each year. These numbers are estimates and the actual quantity will vary. These are the numbers that will be used for the purpose of bid evaluation. The commission rate for items C and D are for informational purposes only as there is a minimal amount sent to auction. Item E will be evaluated at an estimated total of \$20,000 in sales per year.

### **2.) Transportation cost, fixed rates**

<b>ITEM</b>	<b>COST PER UNIT</b>
A.) CARRIER TRANSPORT, MULTIPLE OPERATING VEHICLES	\$ 0.00
B.) TOWING STANDARD, SINGLE, OPERATING OR NONOPERATING LIGHT DUTY VEHICLES	\$0.00
C.) TOWING STANDARD, SINGLE, OPERATING OR NONOPERATING HEAVY DUTY VEHICLES	\$0.00
D.) FLATBED TRAILER LOAD FOR MISCELLANEOUS PALLET ITEMS AND OTHER STATIONARY EQUIPMENT	\$0.00

BID EVALUTATION NOTE: The bid will be determined based upon an estimate of 85 light duty vehicles and 15 heavy duty vehicles to be towed each year.

### **3.) Incidental Services**

<b>ITEM</b>	<b>COST</b>
A.) REMOVE DECALS, BUMPER STICKERS, OR ANY OTHER IDENTIFIERS FROM VEHICLES (COST PER ITEM)	\$0.00
B.) SMOG AND SAFETY INSPECTION OF A VEHICLE (COST PER VEHICLE)	\$0.00
C.) MINOR VEHICLE REPAIRS TO PASS SAFETY OR SMOG CHECK (COST PER HOUR)	\$0.00
D.) COST TO VISIT A CITY LOCATION TO ACCESS ITEMS FOR AUCTION (COST PER HOUR)	\$0.00
E.) COST TO PREPARE AND PRESENT ONE PAGE REPORT STATING THAT POTENTIAL SURPLUS ITEMS HOLD NO VALUE FOR AN AUCTION	No charge



## **J. ITEMS THAT MUST BE SUBMITTED BY SUCCESSFUL BIDDER**

### **PRIOR TO START OF CONTRACT**

The following documents are required to be completed and submitted by the successful bidder within ten business days of notice of award and the tendering of a nonprofessional service agreement with the City of Sacramento:

#### **1. CERTIFICATE OF INSURANCE DOCUMENTS**

#### **2. BUSINESS OPERATIONS TAX CERTIFICATE (or County of Sacramento equivalent)**

Chapter 3.08 of the Sacramento City Code requires that anyone conducting business in the City of Sacramento obtain a **Business Operations Tax Certificate** and pay the applicable tax if necessary. Successful bidders will be REQUIRED to show compliance with this requirement prior to award of the contract.

To obtain information about the Business Operations Tax Certificate, contact the City of Sacramento, Revenue Division, 915 I Street, Room 1214, Sacramento, CA 95814, or telephone (916) 808-8500.

#### **3. COPY OF AUCTION BOND FILED WITH THE SECRETARY OF STATE**

Every auctioneer and auctioning company shall maintain a bond in the principal sum of \$20,000 issued by a surety company admitted doing business in California. A copy of the bond shall be filed with the Secretary of State. A copy of the surety bond shall be submitted to the City for approval prior to award of a contract.

#### **4. COPY OF MOTOR VEHICLE BOND FILED WITH THE DMV**

In accordance with California Vehicle Code, Section 11700-11740, before a dealer license is issued or renewed, the applicant shall procure and file a bond in the amount of \$50,000 with the Department of Motor Vehicles. A copy of the bond shall be submitted to the City for approval prior to award of a contract.

MUST BE POSTED IN CONSPICUOUS PLACE

**SACRAMENTO**

**BUSINESS OPERATIONS TAX CERTIFICATE**

151825

151825

Business Name      BAR NONE AUCTION  
Business Address    4751 POWER INN RD  
Owner                AUCTION EXCHANGE INC  
Type of Business    RETAIL SALES  
Tax Classification    401

FROM	TO
Mo. Day Yr.	Mo. Day Yr.
04/01/2021	03/31/2022
	Expires

TOTAL  
PAID: \$5,004.00

BAR NONE AUCTION  
4751 POWER INN RD  
SACRAMENTO, CA 95826-4339

CITY OF SACRAMENTO  
VOID  
IF NOT 6 2021  
VALIDATED  
PAID

THIS STUB MAY BE  
FOLDED/DETACHED  
BEFORE POSTING

This certificate is not to be construed as a business license or imply that the City of Sacramento has investigated, or approves or recommends, the holder of this certificate. Any representation to the contrary is fraudulent. (This certificate must be renewed within 30 days of expiration).

# SURETEC INSURANCE COMPANY

2103 CityWest Blvd, Suite 1300, Houston, TX 77042

## CONTINUATION CERTIFICATE

**Bond No.** 5259998  
**Principal:** Auction Exchange Inc.  
**Bond Amount** \$20,000.00  
**Bond Description:** Auctioneer/Auction Company  
**Obligee:** State of California  
Secretary of State

You are hereby notified that the above Bond shall be continued in force for a period effective from:

December 4, 2020

until December 3, 2022

unless it is canceled by the surety or otherwise terminated. All other terms and conditions remain unchanged.

The aggregate liability of the Surety shall not exceed the amount of this Continuation Certificate. the liability of the Surety shall not cumulate by reason of this Certificate, any Continuation certificate, Change Rider, Endorsement, modification, new bond, reinstatement, reissue, renewal, replacement, or substitution issued in the future.

Signed this 15th day of October, 2020

SureTec Insurance Company

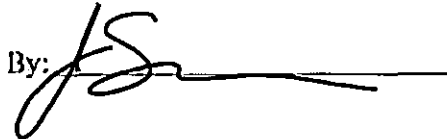
Auction Exchange Inc.

By:



Brandon Walton, Attorney in Fact

By:



# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

*Know All Men by These Presents*, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Richard M. Adams, Thomas J. Adams, Jr., Benjamin D. Puckett, Brandon Walton

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Five Hundred Thousand and 00/100 Dollars (\$500,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the CEO, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20<sup>th</sup> of April, 1999.)

*In Witness Whereof*, SURETEC INSURANCE COMPANY has caused these presents to be signed by its CEO, and its corporate seal to be hereto affixed this 19<sup>th</sup> day of June, A.D. 2018.

SURETEC INSURANCE COMPANY

By:

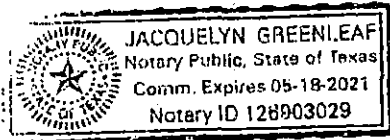
John Knox Jr., CEO

State of Texas  
County of Harris

ss:



On this 19<sup>th</sup> day of June, A.D. 2018 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is CEO of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



*[Signature]*

Jacquelyn Greenleaf, Notary Public  
My commission expires May 18, 2021

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 15<sup>th</sup> day of October, 2020, A.D.

*[Signature]*  
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.  
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.





A Public Service Agency

Lic. No. 96804

VEHICLE DEALER

Date Issued: JAN 1, 2021

Expiration Date: DEC 31, 2022

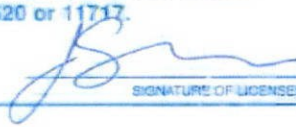
This license is valid for the period indicated above. This license shall be signed and displayed in the office at the address shown below, pursuant to the California Vehicle Code.

ISSUED TO  
VALID ONLY AT  
BAR NONE AUCTION  
4751 POWER INN RD  
SACRAMENTO CA 95826

SM USED  
A/C USED  
MC USED  
TRL NEW  
ATV USED

License must be renewed prior to expiration date pursuant to California Vehicle Code Sections 11105, 11105.6, 11204, 11410, 11508, 11620 or 11717.

FORM CONTROL NO. 1441374

  
SIGNATURE OF LICENSEE



STATE OF CALIFORNIA  
DEPARTMENT OF MOTOR VEHICLES

**DEALER SURETY BOND**  
(Vehicle Code Section 11710)

<b>DMV USE ONLY</b>	
OCCUPATIONAL LICENSING NUMBER	

Licensing Operations Division  
Occupational Licensing Branch  
P.O. Box 932342, MS: L224  
Sacramento, CA 94232-3420

Bond Number 5259714

SURETY USE ONLY

Premium Amount \$ 500.00

SURETY USE ONLY

**KNOW ALL PERSONS BY THESE PRESENTS:**

That we, Auction Exchange Inc. Dba Bar None Auction

PRINCIPAL NAME(S) AND DBA

doing business as a dealer whose address for service is

4751 Power Inn Road

DEALER SERVICE ADDRESS

Sacramento, CA 95826

as PRINCIPAL, and

SureTec Insurance Company

SURETY NAME

a corporation organized under the laws of

Texas

STATE OF INCORPORATION

and authorized to transact a

general surety business in the State of California, whose address for service is

1330 Post Oak Blvd., Suite 1100

SURETY SERVICE ADDRESS

Houston, TX 77056

, as SURETY, are held and firmly bound to the People of the State of California in the penal sum of FIFTY THOUSAND DOLLARS (\$50,000), for which payment we bind ourselves, our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents. The bond term shall begin on 11/30/2018

BOND EFFECTIVE DATE

WHEREAS, section 11710, Vehicle Code, requires that the Principal file or have on file with the Department a bond in the sum of \$50,000 and this bond is executed and tendered in accordance therewith.

NOW THEREFORE, the conditions of the foregoing obligation are that if the Principal shall not practice any fraud or make any fraudulent representation which will cause a monetary loss to a purchaser, seller, financing agency, or governmental agency; and, shall not fail to comply with conditions set out in section 11711, then this obligation is to be void; otherwise it is to remain in full force and effect.

PROVIDED HOWEVER, this bond is issued subject to the following express conditions:

(1) This bond shall be deemed continuous in form and shall remain in full force and effect and shall run concurrently with the license period for which the license is granted and each and every succeeding license period or periods for which said Principal may be licensed, after which liability hereunder shall cease except as to any liability or indebtedness therefore incurred or accrued hereunder.

(2) This bond is executed by the Surety to comply with Article 1 (commencing with section 11700), Chapter 4, Division 5, Vehicle Code and chapter 2, title 14, part 2, Code of Civil Procedure and said bond shall be subject to all the terms and provisions thereof.

(3) The aggregate liability of the Surety hereunder on all claims whatsoever shall not exceed the penal sum of this bond in any event.

(4) This bond may be cancelled by the Surety in accordance with Article 13 (commencing with section 996.310), chapter 2, title 14, part 2, Code of Civil Procedure.

(5) The Surety, its successors and assigns, are jointly and severally liable on the obligations of the bond, chapter 2 (commencing with section 995.010), title 14, part 2, Code of Civil Procedure and Article 1 (commencing with section 11700), Chapter 4, Division 5, Vehicle Code.

(6) The Principal and Surety may be served with notices, papers and other documents under chapter 2 (commencing with section 995.010), title 14, part 2, Code of Civil Procedure at the addresses given above.

I certify (or declare) under penalty of perjury, under the laws of the State of California that the foregoing is true and correct. The undersigned executes this bond on behalf of the surety under an unrevoked power of attorney.

Executed at

Birmingham, AL

X

SIGNATURE OF ATTORNEY-IN-FACT

On (Date)

11/30/2018

Brandon Walton

PRINTED OR TYPED NAME OF ATTORNEY-IN-FACT



## INSTRUCTIONS FOR COMPLETING THE SURETY BOND FOR AN OCCUPATIONAL LICENSE APPLICATION

*The surety must complete the bond as follows to meet the department's regulatory requirements.*

**Bond Number:** Enter the bond number. The bond number and the principal name should be included on all correspondence to the department.

**Premium Amount:** Enter the premium amount.

**Principal Name(s) and DBA (doing business as):** Enter the true, full name of the Principal and DBA(s) which must match the names as presented on the application submitted to the department. When the Principal is a:

- **Sole Owner** — List the true, full name of that person and each DBA name(s).
- **Partnership** — List the true, full name of each partner and each DBA name(s).
- **Limited Liability Company** — List the true, full name of the limited liability partnership or company and each DBA name(s).
- **Corporation** — List the true, full name of the corporation and each DBA name(s) as filed and registered with the California Secretary of State; include the assigned registration number.
- **Association** — List the true, full name of the association and each DBA name(s).

A surety bond will not be accepted unless it is issued in the true, full name of the occupational licensee as presented on the application. When the name of the Principal is the same as the DBA name, only list the Principal's name.

**Dealer Service Address:** Enter the address at which the principal may be served with notices, papers, and other documents related to this bond.

**Surety Name:** Enter the true, full name as filed with the Department of Insurance. A surety issuing the bond must be an admitted surety insurer authorized to transact business in California.

**State of Incorporation:** Enter the state or country where the surety company's incorporation documents are filed.

**Surety Service Address:** Enter the address where legal documents may be served on the surety.

**Bond Effective Date:** Enter the month, day and year of the bond effective date.

**Executed in:** Enter the city and county where the bond is signed.

**On (date):** Enter the month, date and year when the bond is signed.

**Signature of Attorney-In-Fact:** Sign the true, full name of the person who represents and is authorized to sign for the surety company.

**Printed or Typed Name of Attorney-In-Fact:** Enter the true, full name of the person signing on behalf of the surety company.



**CALIFORNIA ALL – PURPOSE ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Alabama

County of Jefferson

On 11/30/18 before me, Elizabeth M. Zisette, Notary Public

personally appeared Brandon Walton

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the state of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Elizabeth M. Zisette  
Signature of Notary exp. 3-23-22

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

**CAPACITY CLAIMED BY SIGNER**

☐ INDIVIDUAL  
☐ CORPORATE OFFICER

☐ PARTNER(S)  
☐ MEMBER of LLC  
☒ ATTORNEY-IN-FACT  
☐ TRUSTEE(S)  
☐ GUARDIAN/CONSERVATOR

OTHER: \_\_\_\_\_

SIGNER IS REPRESENTING:  
NAME OF PERSON(S) OR ENTITY(IES)

\_\_\_\_\_  
\_\_\_\_\_

**DESCRIPTION OF ATTACHED DOCUMENT**

Dealer Surety  
Title or Type of Document

4  
Number of Pages

November 28, 2018  
Date of Document

\_\_\_\_\_  
Signer(s) other than named above

# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

*Know All Men by These Presents*, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Brandon Walton

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Principal: Auction Exchange Inc. DBA Bar None Auction  
Oblige: State of California Dept. of Motor Vehicles - Occupational License Section  
Amount: \$ 50,000.00

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20<sup>th</sup> of April, 1999.)

*In Witness Whereof*, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 6th day of April, A.D. 2017.

State of Texas  
County of Harris

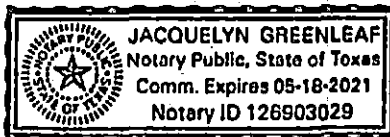
SS:



SURETEC INSURANCE COMPANY

By: John Knox, Jr., President

On this 6th day of April, A.D. 2017 before me personally came John Knox, Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



Jacquelyn Greenleaf, Notary Public  
My commission expires May 18, 2021

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 29th day of November, 2018, A.D.

M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.  
For verification of the authority of this power you may call (713) 812-9800 any business day between 8:00 am and 5:00 pm CST.



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## AUCTION SERVICES PROPOSAL

City of Sacramento

**Bid #: B21061521006**

Office of the City Clerk  
City Hall 5th Floor Public Counter  
915 I Street  
Sacramento, CA 95814

*July 21st, 2021*

**Submitted by:**

*Auction Exchange, Inc. dba Bar None Auction  
4751 Power Inn Road  
Sacramento, CA 95826*

*Contact us at **866-372-1700**  
or visit our website at **barnoneauction.com***





July 21st, 2021

City of Sacramento  
Office of the City Clerk, 5th Floor  
915 I Street  
Sacramento, CA 95814

**Subject: Bid No. B21061521006 Auctioneer Services**

Dear Purchasing,

It is with great pleasure that Bar None Auction offers our contract proposal to the City of Sacramento to provide government surplus auction services. We offer superior, turn-key live and on-line auction services including transportation, storage, staging, vehicle processing, and payment services. Bar None Auction has been servicing the Western United States since 1993 with successful on-line and live public auctions sites throughout California, Arizona, Oregon, Washington, and Nevada. Our clients range from state transportation agency departments, City and Counties, public works, water departments and fleet services for municipal transit agencies. Bar None Auctions attract buyers from around the world based on this clientele and in-turn drive up the value of the government assets.

Bar None Auction has read and understands the Request for Proposal and will comply with all General Terms and Conditions as well as specified Scope Requirements. Our California location is situated at 4751 Power Inn Rd. Sacramento, CA 95826 and offers 18+ acres of space with 24-hour security and a gated fence surrounding the total facility.

Below are the key members of Bar None Auction that will be your main points of contact for the City of Sacramento:

Authorized person to enter/negotiate Contract Agreement:

Josh Seidel, President  
Phone: 916.246.2156  
Fax: 916.383.6865  
Email: jseidel@barnoneauction.com

Sincerely,



Josh Seidel, President  
Bar None Auction



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MARKETING METHODOLOGY [24-38]

TERMS OF SERVICE [39-40]





A large crowd of people is seated in a warehouse, facing a stage where an auction is taking place. The warehouse has a high ceiling with exposed beams and several large windows. The audience is diverse in age and appearance, and many are looking towards the stage. The stage is elevated and has a metal grate floor. A man in a red cap is standing on the stage, gesturing with his hand. A sign on the stage reads "RE HOME".

**THE MOST ENJOYABLE  
PART OF THE AUCTION WAS  
THE FAST PACE AND  
EXCITING ATMOSPHERE.**

**- Cynthia Harper**



# THE BAR NONE AUCTION ADVANTAGE

At Bar None Auction we fully understand the responsibility we ask for when we invite you to do business with us, and we take pride in how we manage your assets. At our auctions, every buyer bid in confidence and you receive the best possible return on your assets. Your satisfaction is our livelihood. Here are some of the key ingredients that make us the premier auctioneer:

## 1. Experience:

Since 1993, Bar None has been second to none. For more than two decades, we've been earning loyal users who depend on our services month in and month out. Our database of 250,000 customers is built on customer satisfaction. Our industry experience pays our sellers dividends. Because we've been doing business so well for so long, our auctions attract serious buyers.

## 2. Dependability:

Buyers and Sellers alike trust our team. Over 25 years of conducting live and online auctions, we have grown deep roots in local communities and across the industry. Our customers know they can depend on the Bar None Auction name and the team behind every transaction.

## 3. Ease of Use:

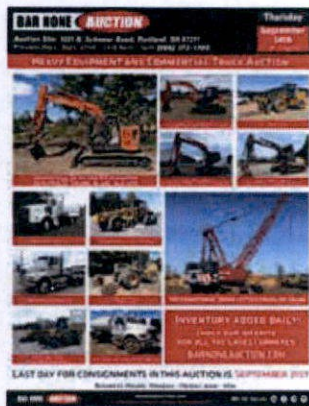
Our hard work is your smart choice. From initial transportation to final sale, we are a full service, turn-key auction company. Once your assets are in our care, they are handled professionally and proficiently. We manage the details, so you can focus on what's important to you.





#### 4. Marketing that Actually Works:

When you sell your equipment with Bar None Auction, your inventory is included in our extensive and targeted marketing campaigns executed for each auction. We achieve this through aggressive and thorough methodologies that utilize traditional and digital mediums. Bar None Auction campaigns are always focused and are scaled to match the size of auction. This proven approach allows us to attract the most qualified buyers from around the world and maximizes the results for clients.



#### 5. The Monthly Auction Program:

Our monthly auction program gives our customers more opportunities to buy and sell on a regularly scheduled basis. Since we have an auction every month, the City of Vancouver will never have to store assets for auction at their facility while they wait for the auction company to schedule an upcoming auction. Here's how the monthly auction program benefits you:

- Faster Pick-up of assets for auction
- Faster Payment - Why wait 3 months for payment when your assets can be sold and paid in 30 days.
- No more waiting for the auction company to schedule an auction
- No more unnecessary storage of assets taking up needed space at City of Sacramento facility(s).

When you are ready to sell, we are ready to make it happen with our monthly auction!

#### 6. Big Business Advantages, Small Business Comfort:

Bar None Auction operates on an epic scale and delivers huge results. 2 permanent locations up and down the West Coast and a corporate headquarters in the heart of California geographically position us as a powerhouse in the industry. We manage the equipment of every flavor of heavy industry, from multinational corporations to federal agencies, and all the local owner-operators in between. This incredible advantage our users enjoy is built on customer service, rigorous employee training, and a dedicated executive team supporting the auctioneers that make every transaction possible. We achieve real results on the auction block because we know the needs of buyers and sellers. As a privately-owned company, we are not beholden to faceless shareholders or a board of directors with profits in mind instead of our customers' best interests. We believe that in the long run doing right by customers is the best business model. We run a tight ship with a dedicated crew of employee's whose lives are rooted in the industry because we love Auctions.

#### 7. Global Broadcasts:

All our auctions are globally broadcast live on the Internet through our website. Using the latest in streaming technology and our online registration process allows us to continually match the right products to the right buyers – regardless of their location around the world – and consistently deliver spectacular results that surpass industry norms. This is also a fantastic option for manufacturing/plane equipment or mechanically challenged fleet assets that are oversized or otherwise hard to move, allowing them to remain at your location.



## 8. Dedication - Our Founder and Executives are the Auctioneers:

We care about every transaction. You will see the founders of Bar None Auctioneering taking care of customers alongside with the staff at any event you attend. The leaders of our Sales, Administration, Operations, and Marketing teams work every auction to provide our customers with the best possible service in the industry.

## 9. The Auction Facility - Sacramento, CA:

Our Sacramento, CA auction site host 12 events per year. This top-notch, 15+ acre facility houses the operational and Territory sales staff to assist you before and after the auctions.

- **Location** – The best location hands down is our Sacramento, CA auction site. We are located on one of the busiest freeways, Highway 50 in the heart of the Capital City.
- **Security** – Security for your assets is our priority; our spacious facilities are equipped with video surveillance, locking fences and gates, and security personnel.
- **Loading & Unloading** – Our loading ramps can stand 60,000 pounds and our forklifts can handle up to 36,000lbs, California OSHA approved. Locked storage areas at our facility protect your property within the gated and secured auction yard itself.

## 10. Buyer Appeal - There is something for everyone at every auction:

Each auction has something every buyer wants, no matter what industry they hail from. From automobiles to paving and grading equipment, from agricultural tractors to small industrial tools, we bring serious buyers from every walk of business that is serious about filling pressing needs.

“  
**BAR NONE  
AUCTION  
OPERATES  
ON AN EPIC  
SCALE AND  
DELIVERS  
HUGE  
RESULTS.**



*-Shane Smith*



# THE AUCTION PROCESS START TO FINISH

Detailed below we have outlined the auction process starting from when the City of Sacramento representative has item(s) ready for auction.

## Step 1:

Once the City agency representative calls or emails with a request to pick any automobiles, light trucks, equipment, etc. the contract manager from Bar None Auction, will ask the representative to send to Bar None Auction an excel spreadsheet or PDF of the vehicles and light trucks, make, model, year, miles, hours, vehicle identification number, location, and if the items are operational or non-operational. The contract manager will also request titles to be prepared and sent via tracking to our facility.

## Step 2:

The contract manager will then communicate with our Transportation Supervisor the item(s) for pick-up for the agency.

## Step 3:

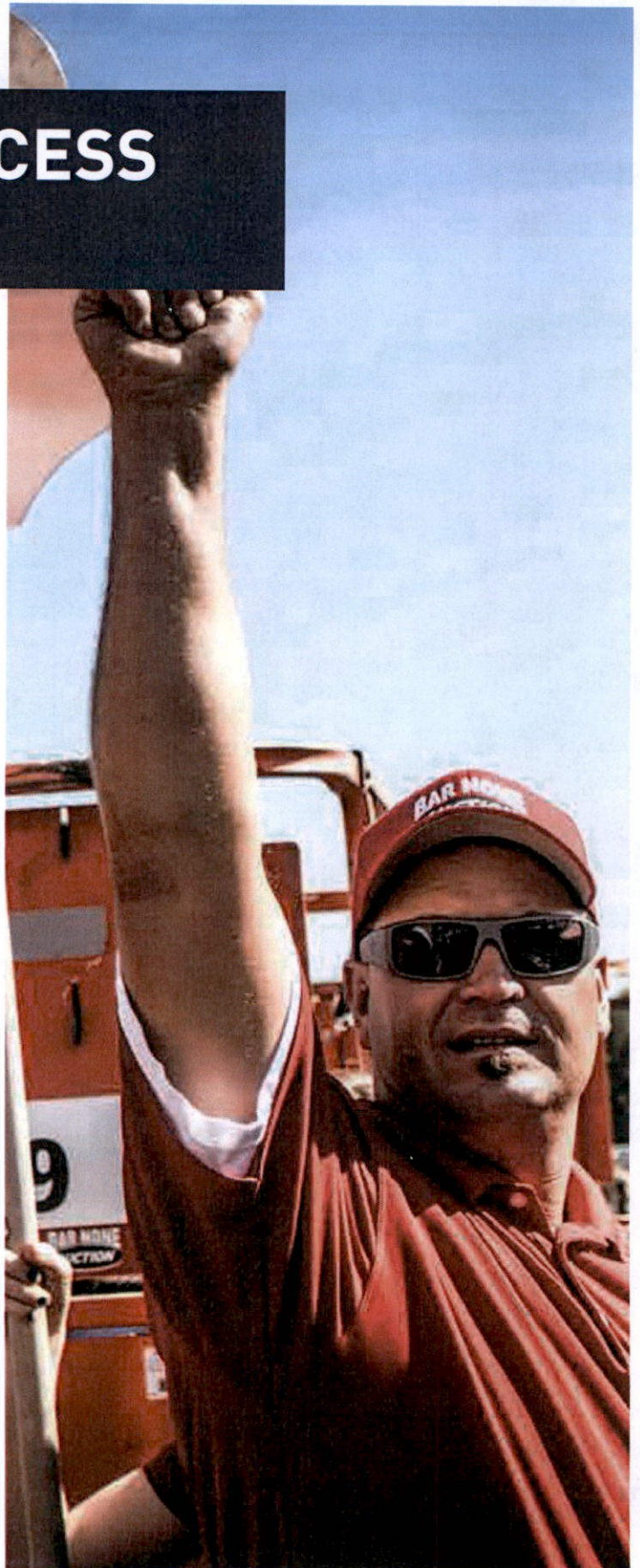
The Transport Supervisor will then arrange the transport of these items to our auction facility with a schedule approved by the City representative.

## Step 4:

One of our transporters will meet the representative at their facility. Our driver will verify the serial # or Vin of the item(s) match the correct items for pick-up before loading the item(s) on the trailers.

## Step 5:

Once the item(s) arrives at Bar None Auction, the inventory staff will place a customer identification sticker on every item that comes into our facility. This sticker will include the date the item arrived, the customer number, and the auction date which the item is to be sold in.





### Step 6:

Removal of Logos – One of our inventory specialists will then remove City of Sacramento logos from the vehicle(s). Logo's are removed in such a manner that the paint of the vehicle is not damaged. This is accomplished by 1 of 2 methods; rubber eraser wheel driven by air or by heat gun and 3M adhesive remover. We have been removing government logos for 20+ years and our staff is trained to remove logo's safely.

### Step 7:

In the event one of our inventory specialist notices a GPS unit or some other piece of equipment that the City of Sacramento may have missed on decommissioning of the item, the Operations Manager will contact the City representative on how to proceed with the return of this item.

### Step 8:

The surplus item(s) is then moved to the inventory area where the item will be checked into the auction by one of our inventory specialists.

### Step 9:

A detailed write-up about the item with important information is written on a check-in sheet. This information includes but not limited to: year, make model, miles/ hours, features such as power windows/locks, 4x4 or 2x4, vehicles identification number/serial, and if the item is operational or non-operational.

### Step 10:

Once the write-up is complete, 20-30 pictures of the item are taken of the exterior, interior, engine compartment,

wheels and tires, and any additional pertinent features the buyer/bidders may want to see.

### Step 11:

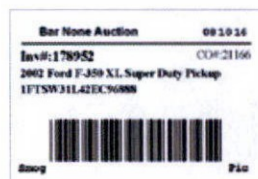
The check-in sheet along with the pictures are then transferred to our data entry team.

### Step 12:

All this information is then entered into our Inventory Management Database (Auction Flex) where it is uploaded to our website.

### Step 13:

An additional Inventory sticker is generated from our IMD and placed on the item. This Inventory sticker includes the inventory number and title of the item. For example:



### Step 14:

The item(s) are uploaded to the website the same or very next day depending on what time the item arrives at our facility. Bidders will then be able to view and place pre-bids on Bar None Auction's website for the upcoming auction.

### Step 15:

The item(s) are then moved to the appropriate row in the auction yard for final presentation to the public and online bidders on preview and auction days.

### Step 16:

Then a Lot number sticker is then placed on this item the 2 days before our preview day. This is so bidders can easily identify the Lot number on the item on preview and auction days.



**Step 17:**

Two days prior to the auction, paper catalogs are printed and given to bidders at no charge as the bidders come to preview the auction items. On the catalog's front and back cover is a printed bidder #. This bidder number is specific to each person that registers for the auction.

**Step 18:**

All bidders can inspect the items and start the item to check the conditions of the item before the start of the auction.

**Step 19:**

During the auction, each item with a Lot number will be presented to all bidders onsite and online so each bidder can bid at the same time. The auctioneer has a computer monitor that shows him the online bids that come in real-time during the auction from internet bidders. Live and online bidders compete against each other to increase the price of these items. We have buyers who attend our auctions from all over the United States and globally.

**Step 20:**

Once the item is sold, the winning bidder information is printed out and collected from a clerk. This information is then inputted into our Auction Flex Database to record the sale price, bidder number, and lot purchased.

**Step 21:**

The live buyer then goes to the front counter to check-out and pay their auction bill.

**Step 22:**

If the bidder is an online buyer, an invoice is emailed to them at the close of the auction, or when they have notified the staff that they are done bidding on additional items.

**Step 23:**

The buyer then pays their invoice in full and has 7 days to remove their items from the auction yard. As a courtesy to the buyers we offer load-out assistance for free. We have our yard staff help lift and load up items into vehicles and trailers to be transferred into the possession of the new buyer. We have forklifts and operators to assist buyers with removal of items that are heavy.

**Step 24:**

The office staff will settle the auction within 10 days after the close of the auction. Any items not paid for by a bad debt buyer will automatically be rolled into the next auction to be sold.

**Step 25:**

Once the auction is settled, the contract manager will verify commissions and fees are accurate.

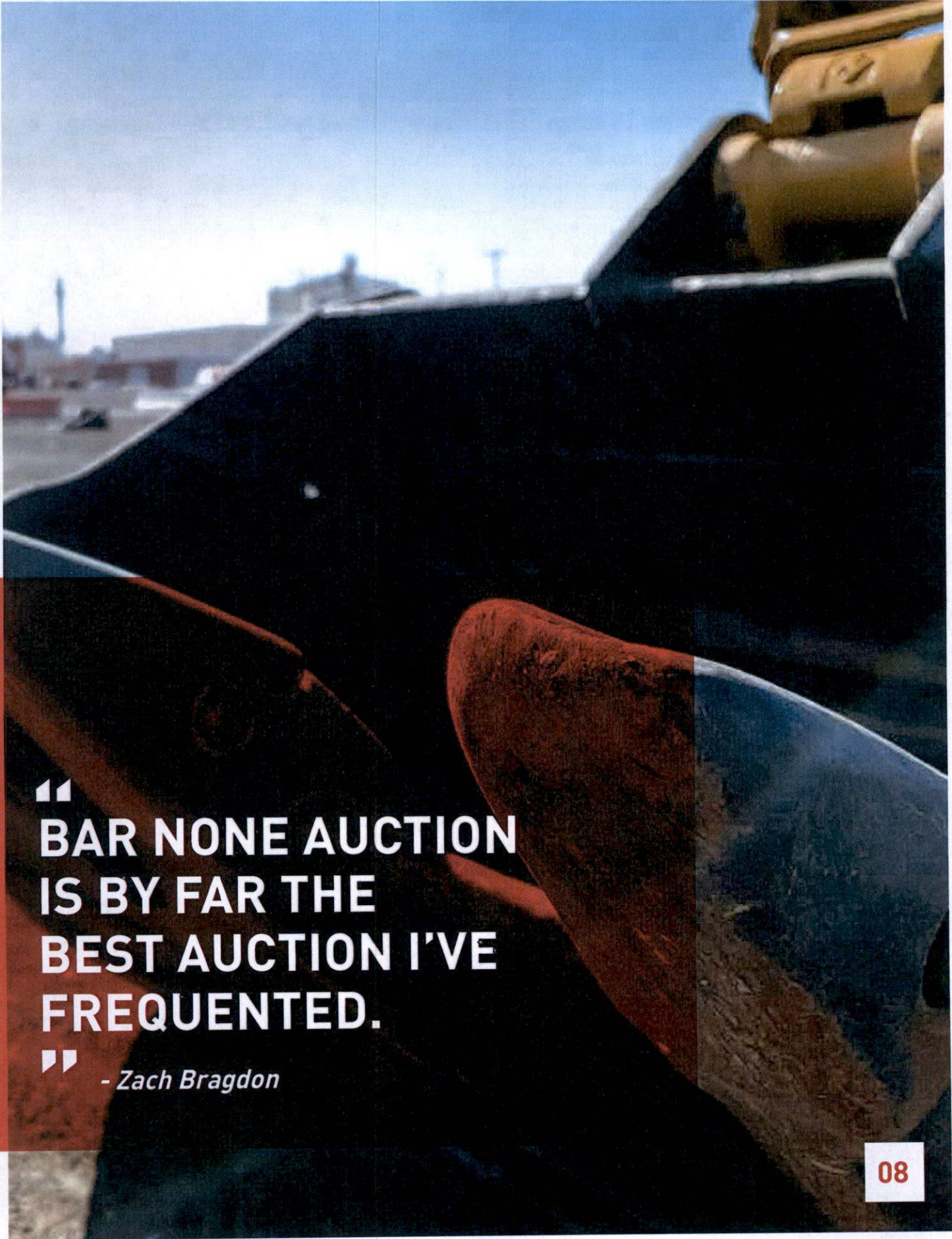
**Step 26:**

The accounting team will then have a consignor check (auction proceeds) cut along with a report containing the following information: Auction ID #, description of the item, the date sold, vin/serial #, sold price, commission, fee's, the balance due to the City of Sacramento, and the check #. This report can also be generated into a spreadsheet and emailed to the representative at the City of Sacramento. Other reporting metrics and formats are available at the request of the City.

**Step 27:**

The check and report are then mailed on the 11-12th day after the auction. Payment is then received on the 14th day at the City of Sacramento.

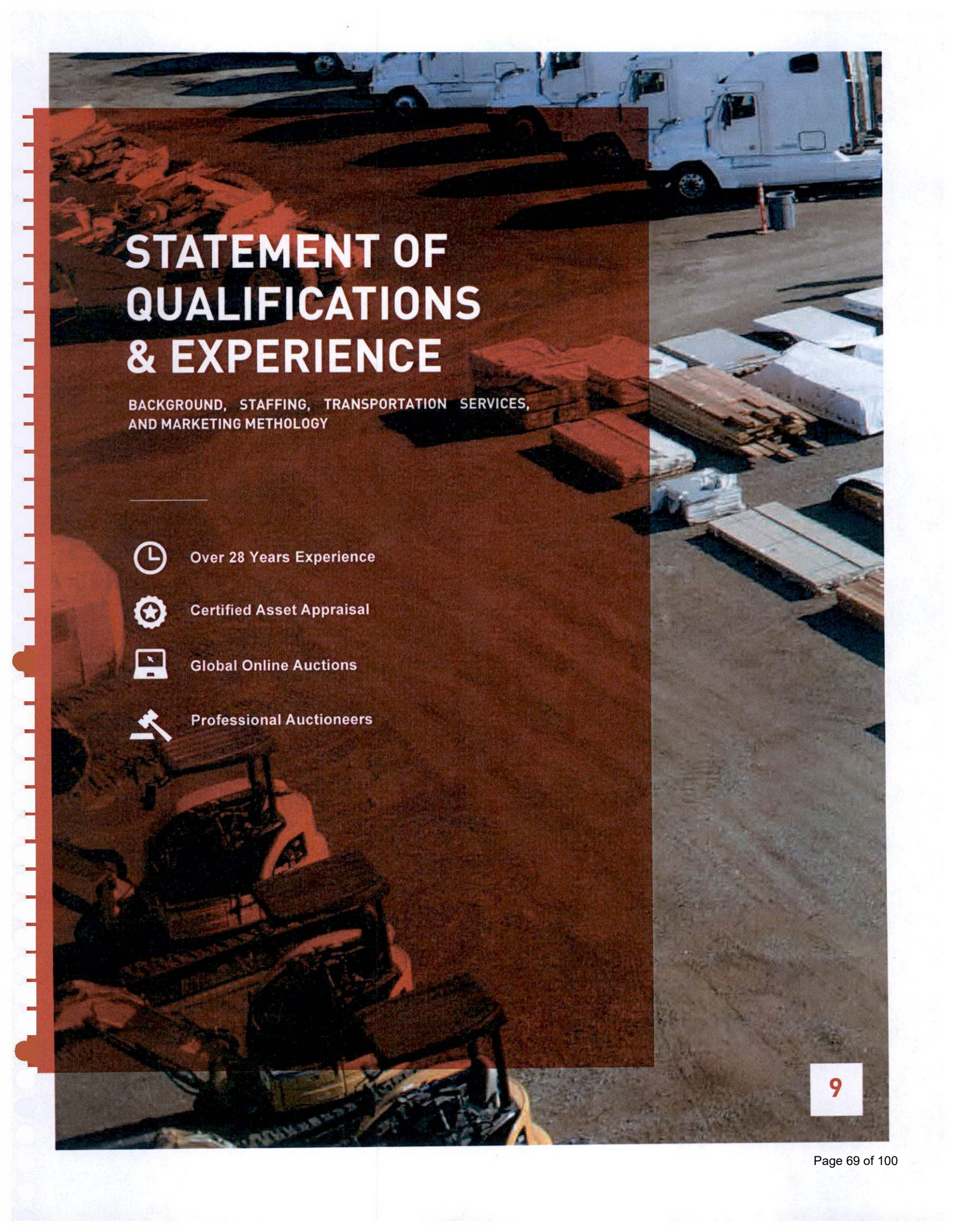




**“  
BAR NONE AUCTION  
IS BY FAR THE  
BEST AUCTION I’VE  
FREQUENTED.  
”**

*- Zach Bragdon*





# STATEMENT OF QUALIFICATIONS & EXPERIENCE

BACKGROUND, STAFFING, TRANSPORTATION SERVICES,  
AND MARKETING METHODOLOGY



Over 28 Years Experience



Certified Asset Appraisal



Global Online Auctions



Professional Auctioneers



# BACKGROUND

## Description of the firm.

Auction Exchange Inc. DBA Bar None Auction specializes in the professional auctioneering for state and local government agencies for heavy equipment, commercial fleet vehicles and industrial inventory for over 27 years. Bar None Auction was established in 1993. Bar None Auction's headquarters is in Sacramento, California at 4751 Power Inn Road with auctions sites located in Sacramento, CA and Portland, OR. Bar None Auction have approximately 35 employees throughout our auction facilities.

We conduct both live onsite and online auctions servicing State and local government departments, agencies, municipalities, districts, and hundreds of other corporate and private clients. All live and online auctions conducted by Bar None Auction are broadcast over the internet reaching millions of customers worldwide. Listed below we have provided some key facts about our company from 2020:

- \$76,000,000 in gross sales in 2020
- Over 26,400 items sold
- 50 live and online auctions conducted
- Over 60 government agencies selling surplus at auction

Selling your surplus inventory with Bar None Auction is the best way to achieve top dollar paid in today's global marketplace.





# Description of Facilities

## 1. The Sacramento, CA Auction Facility

Bar None Auction proposes to utilize their 4751 Power Inn Road, Sacramento, CA 95826 facility to service the vehicle and equipment auction needs of City of Sacramento. Our Sacramento auction facility is located off Highway 50 in the heart of Sacramento, CA. This facility is 18+ acres of space with 24-hour security and a gated fence surrounding the total facility. The Sacramento auction facility has a delivery area that can accommodate a transport tractor and trailer combination measuring 65 feet in length. We use California OSHA approved loading ramps capable of handling 50,000 pounds. Our forklifts are California OSHA approved with a maximum lift capability of 36,000 pounds to assist in the unloading of equipment and property. We have lockable storage warehouse of 1,800 square feet at our Sacramento facility which are located within the gated and secured auction yard itself. Bar None Auction uses an electronic alarm system and video surveillance at all gates. Our facility is open for operations Monday through Friday 8AM to 5PM. We make our yard available during extended hours as needed to coordinate logistics. Here are the capacities for our Sacramento auction facility:

- Buyer Public Parking – 350 parking spaces, 50 trailer spaces
- City of Sacramento vehicle storage, inspection, and sale for any given auction date – 300 vehicles, 100 pieces of equipment, and 300+ small industrial items.

## 2. Security

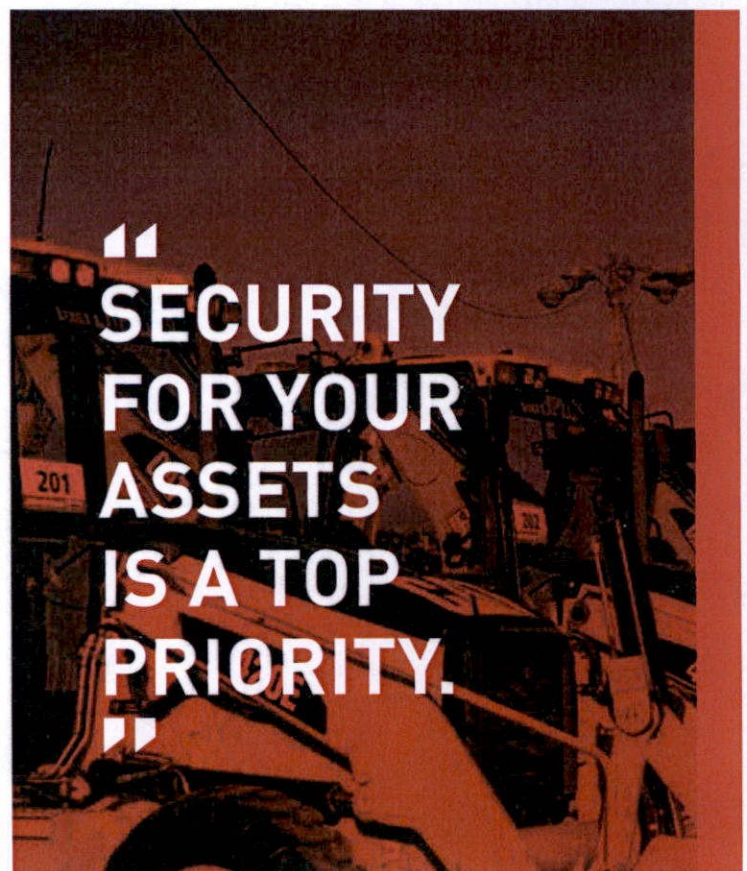
Security for your assets is a priority, to ensure your assets are protected we have the following security features at our facility:

- 1 point of entry and exit through automatic locking gate.
- Completely fenced perimeter with cyclone fencing, and 10' tall block walls.
- We have a security system with 15 monitored video cameras that detect motion after hours. If motion is detected, the alarm company dispatches the police.
- On auction day, we hire a City of Sacramento Police Department Officer to stand in the office and at the entry/exit gate.

## 3. Auction Schedule

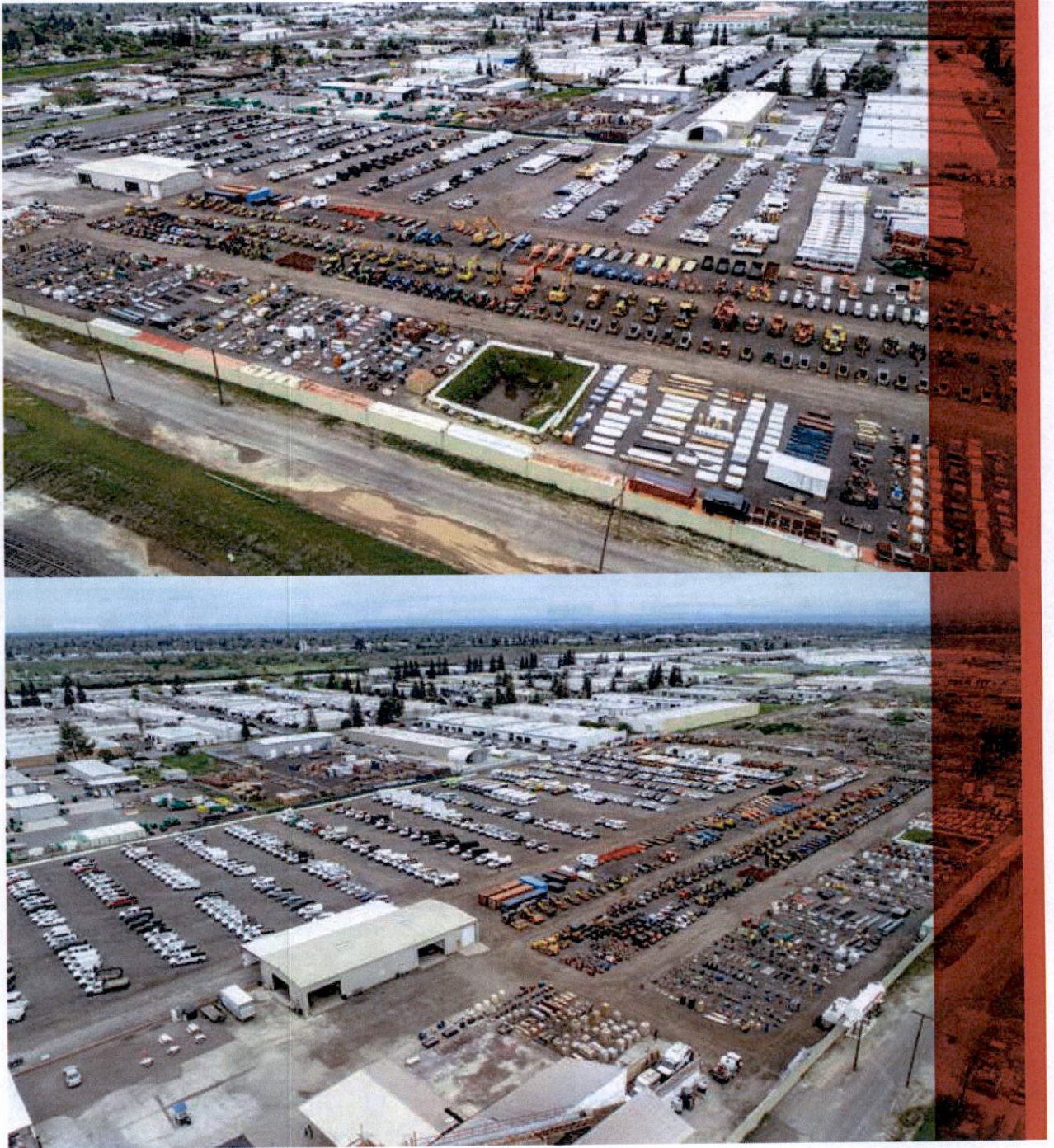
We conduct our Sacramento, CA auction on the 2nd Saturday of every month, rain or shine. We offer 2 days of physical preview before the auction from 8:00am to 5:00pm for prospective bidders. Bidders can also preview items for the auction online at any time throughout the month. On auction day, we open our doors at 7:00am and the auction starts at 8:30am.

For checkout of merchandise, we are open till 5:00pm on auction day. We are also open for removal the week after the auction, Monday through Friday 8:00am to 5:00pm. We provide the buyer with 7 days to remove their items from the auction facility.

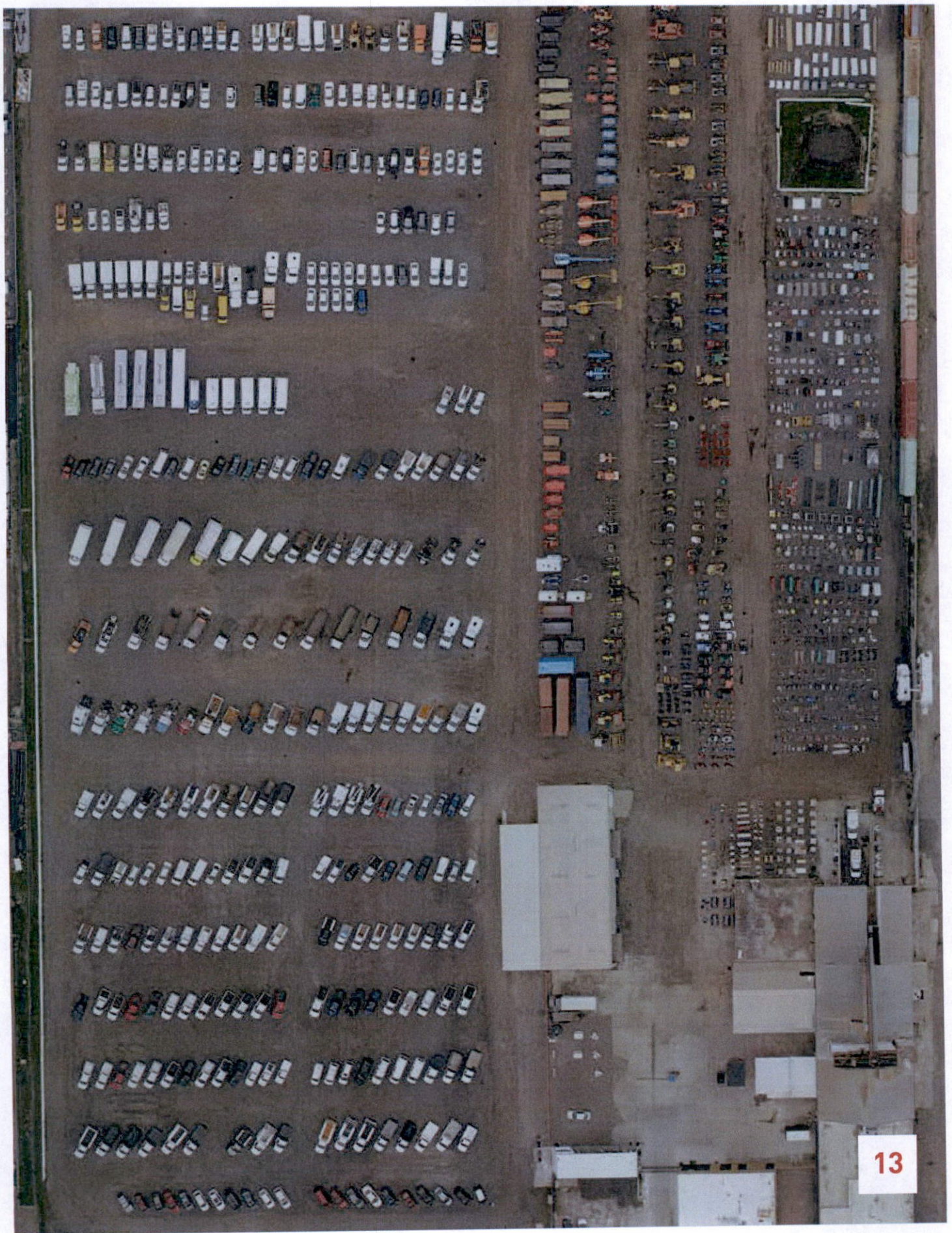




**5. Pictures of the Auction Facility**  
**[18+ acre auction site]**



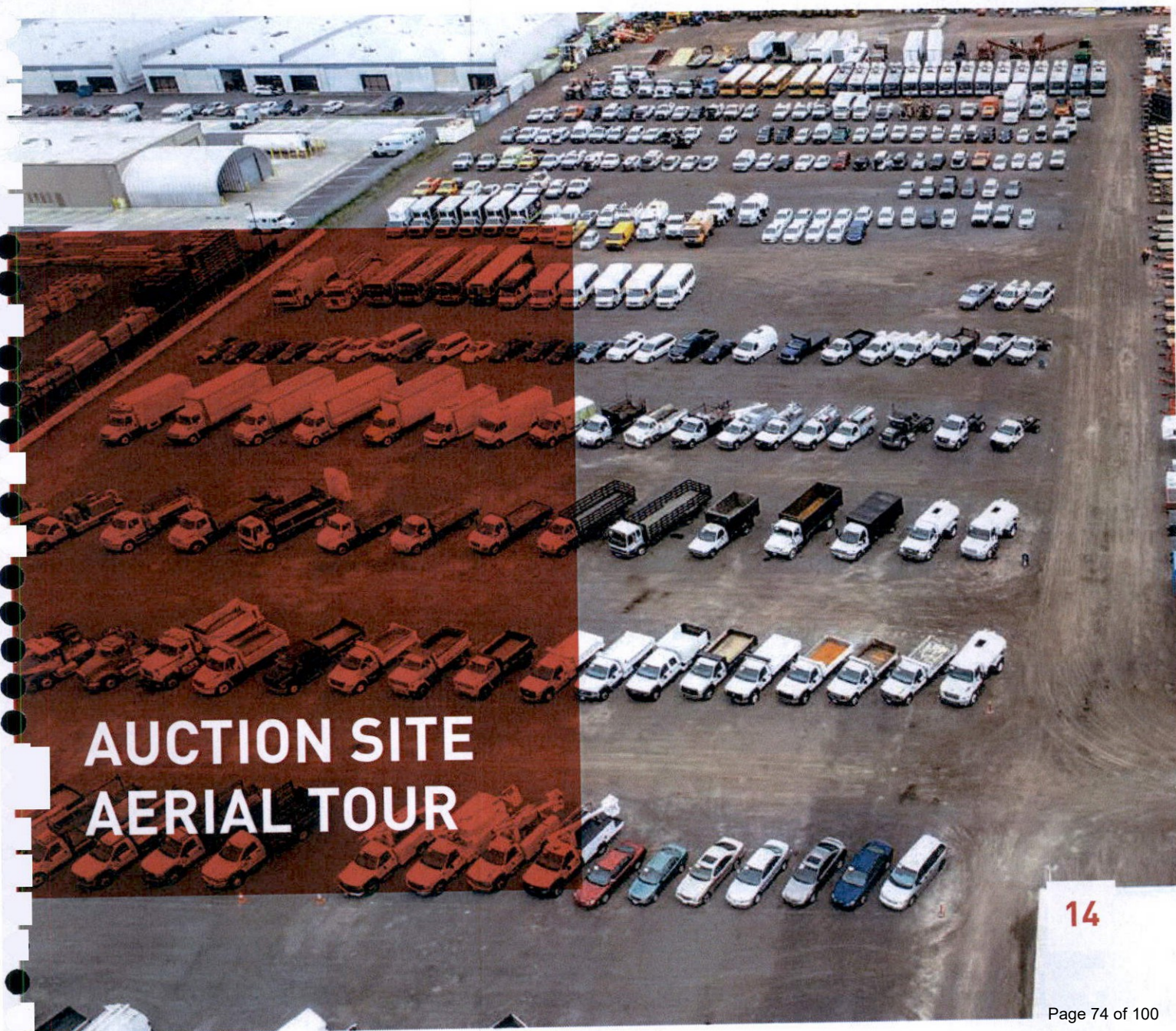






Please visit the link below to see our auction site aerial tour:

<https://youtu.be/o6uzND3GUQk>





# STAFFING

## Project Management

Bar None Auction will assign Mr. Josh Seidel as the Contract Manager. Mr. Seidel has been providing project coordination, business development and contract administration to government clients for more than 12+ years and will be the City of Sacramento's primary point of contact through the life of the agreement. Your Contract Manager will serve as liaison between the City of Sacramento and Bar None's Operations, Accounting, transportation logistics, appraisals, and revenue collection. In addition, Mr. Josh Seidel grew up in the auction business and has become one of the top auctioneers for Bar None Auction. His lifelong exposure to the auction industry makes him an excellent asset to the auction team. Mr. Seidel has a Bachelor of Science in Business Administration from California State University, Sacramento and is a Certified Auctioneer and USPAP Appraiser.

### Joshua W. Seidel

Auctioneer & City of Sacramento's Contract Manager

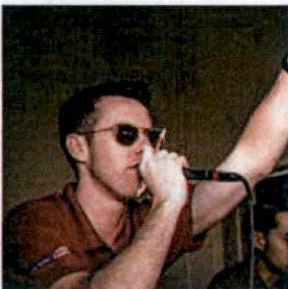
[jseidel@barnoneauction.com](mailto:jseidel@barnoneauction.com)

P. 916-246-2156

C. 530-651-3939

**Normal Hours:** Monday-Friday, 8:00am-5:00pm

**Emergency Hours:** Any day of the week, 24hrs a day.





# The Auction Team

In addition to the Contract Manager, Bar None Auction has a full-time auction staff to manage the City's auction assets from start to finish. The staff members listed below are available Monday through Friday from 8:00am to 5:00pm. Listed below is a breakdown of the auction team members and their responsibilities associated with the contract:

## 1. Operations Manager – Christin Pan

- a. Time with the Company: 12 years
- b. Prior Experience: Mrs. Pan has extensive auction experience. She has held multiple roles with Bar None Auction and has moved to the General Manager of the Portland, OR auction facility. She is one of the most knowledgeable staff members on our team.
- c. Responsibilities: Recruitment, ensure quality of operation and sales, oversight of the auction facility, and upholding Bar None Auction's standards. She is also responsible for managing any problems that may occur at a high level.

## 2. Yard Manager – Donnie Flesch

- a. Time with the Company: 7 years
- b. Prior Experience: Heavy equipment operator for 15 years. Was hired as an inventory staff member and worked his way up to managing all the yard staff.
- c. Responsibilities: To oversee the yard staff and ensure quality check-in and safety procedures are being followed.

## 3. Transportation Supervisor – Andy Upton

- a. Time with the Company: 3 years
- b. Prior Experience: Mr. Upton is very well experienced in transport of vehicles, equipment, and miscellaneous items. He is a veteran in his field and known for excellent customer service. Mr. Upton is known for excellent communication.

- c. Responsibilities: Andy Upton will directly be responsible for the coordination and pickup of vehicles, equipment, and miscellaneous surplus from the City of Sacramento to our auction facility.

## 4. Heavy Haul Transportation – Danny Berner

- a. Time with the Company: 4 years
- b. Prior Experience: Mr. Berner has a lifetime experience in trucking, especially large and specialty jobs. His specialty is heavy unique transport jobs that require special care.
- c. Responsibilities: Mr. Berner will assist Gary in the coordination and pick-up of specialty items that require a heavy haul expert to transport.

## 5. Auctioneer #1 – Zeb Seidel

- a. Time with the Company: 27 years
- b. Prior Experience: Mr. Seidel is a 2nd generation auctioneer and has sold just about everything you can imagine. He's been on the cover of many industry leading magazines for his skills and ability to be the best at his craft. He is Bar None Auction's lead auctioneer.
- c. Responsibilities: To achieve top dollar for the City of Sacramento on auction day.

## 6. Auctioneer #2 – Josh Seidel

- a. Time with the Company: 14 years
- b. Prior Experience: Mr. Seidel has been selling cars, trucks, and equipment since he was 16 years old.
- c. Responsibilities: To achieve top dollar for the City of Sacramento on auction day.

## 7. Auctioneer #3 – Chris Tuttle

- a. Time with the Company: 10 years
- b. Prior Experience: Mr. Tuttle works all the major auto auctions in California. His personality as an auctioneer keeps the crowd engaged and excited to buy. Mr. Tuttle is a very wellrespected auctioneer in the local community.



- c. Responsibilities: To achieve top dollar for the City of Vancouver on auction day.

## **8. Check-in & Inventory – 5+ inventory members**

- a. Responsibilities: To check-in and inventory City of Sacramento's assets. Highly trained on a wide range of product types and attention to details. Each member is assigned a product category such as construction equipment, automobiles, semi-trucks, etc.

## **9. Title Clerk #1 – Jacinda Cornelious**

- a. Time with the Company: 4 year
- b. Prior Experience: Worked for DMV for 5+ years as a title clerk.
- c. Responsibilities: To manage the titles, registrations, transfers, and any other DMV paperwork associated with City assets. She will be responsible for filing the vehicle report of sales with the State of California.

## **10. Title Clerk #2 – Nicole King**

- a. Time with the Company: 1 year
- b. Prior Experience: Title and registration services for multiple auto dealerships.
- c. Responsibilities: To manage the titles, registrations, transfers, and any other DMV paperwork associated with City assets.

## **11. Sales Representatives & Customer Service – Jason Campbell**

- a. Time with the Company: 15 years
- b. Prior Experience: Sales Manager for Automobile Dealers for 20 years.
- c. Responsibilities: To assist buyers with questions regarding City assets for auction. Mr. Campbell works directly with automobile dealer sales for selling and buying automobiles at our auction.

## **12. Marketing Department – Lilly Campbell**

- 13. Time with the Company: 4 years
- 14. Prior Experience: Marketing for 10+ years of various product types. Social media and online medium expert.
- 15. Responsibilities: Marketing vehicles, equipment, and miscellaneous surplus of the City of Sacramento to qualified buyers.

## **13. Marketing Department – Kevin Kirkpatrick**

- 14. Time with the Company: 2 years
- 15. Prior Experience: Marketing for 10+ years of various product types. Video, production, graphic design, and marketing analytics expert.
- 16. Responsibilities: Marketing vehicles, equipment, and miscellaneous surplus of the City of Sacramento to qualified buyers via online mediums.

## **14. Senior Accountant – Shaunette Stepney**

- 15. Time with the Company: 5 years
- 16. Prior Experience: 20 years with multiple roles in accounting. CPA
- 17. Responsibilities: To manage the reconciliation of funds and process consignor proceeds to the City of Sacramento.

## **15. Staff Accountant – Liberty Sevilla**

- a. Time with the Company: 2 years
- b. Prior Experience: 30 years with multiple roles in accounting.
- c. Responsibilities: Payroll processing for the staff, accounts payable for trucking invoices, and QuickBooks updates.



# TRANSPORTATION EXPERIENCE & SERVICES

Bar None Auction is one of the few auction companies that has the resources to provide their own trucking for our customers. We have successfully removed and transported 1,000's of vehicles, trucks, equipment, and miscellaneous surplus from 100's of Government agencies, rental companies, contractors, and more. Our drivers and equipment meet the required safety towing procedures to meet the contract requirements. Our team will know the various shop locations and create valuable working relationships with the City of Sacramento staff at those locations. In addition, our driver's will know the pick-up times, safety procedures, and required equipment each time they arrive at the City of Sacramento facilities. With Bar None Auction, you will see the same people each time.

Listed below is the transport equipment we use on a regular basis to haul products to our auction facilities. These vehicles would be used to service the City of Sacramento contract needs for transportation.





# Our Transport Trucks

## A. 2018 Kenworth T880 Flat-top Sleeper Truck Tractor - 80,000lbs GVWR

- i. We use this truck to haul heavy equipment, buses, large generators, and specialty items that require a semi-truck to tow.

## B. Qty. 3 - 2018 Ram 5500 Dually with a 5th Wheel Hitch - 60,000lbs GVWR

- i. The most economical and reliable transport truck on the road. We use this truck to haul vehicles, equipment, misc. tooling, industrial equipment, etc.
- ii. Applicable Trailers - 53' Vehicle Hauler & 53' Step Deck Equipment Trailer





# Our Transport Trailers

## A. 50' Landoll Hydraulic Tilt Trailer - 80,000lbs GVWR

- i. This trailer is used for asset recovery due to the low-profile deck height and the low incline for a non-operational vehicle to climb up the ramp with ease. It is equipped with a 30,000lbs winch and specializes in hauling 40' buses and low profile vehicles. We also use this trailer to haul a variety of heavy equipment items.

## B. 48' Step Deck Trailer - 80,000lbs GVWR

- i. We use this trailer for heavy equipment and heavy industrial items.





### C. Murray Low Bed - 100,000lbs GVWR

- i. We use this trailer for heavy equipment where height restrictions may apply. The low deck height is perfect for meeting California height restrictions.

### D. Qty. 2 - 53' Vehicle Hauler with Flipper Ramps

- i. We use this trailer to transport 2-4 vehicles at one time depending on the size of the car or truck. Both trailers are equipped with 10,000lbs winches to pull dead cars and trucks onto the trailer.





**E. Qty. 2 - 53' Step Deck Trailer - Tandem and Triple Axle Trailers**

- i. We use this trailer for heavier vehicles, light to mid-range equipment, industrial tools, pallet items, and more.

**F. Qty. 2. - 22' Flat Deck Tilt Trailer - 14,000lbs GVWR**

- i. We use this trailer for picking up single items or for tight spaces where our big trailers will not fit. Vehicles, Trucks, and small equipment can be hauled on this trailer.

**G. Tow Away Items - Trailers owned by the City**

- i. Our trucks are equipped to tow a variety of trailers should the City need items towed away.





# BAR NONE AUCTION - TRANSPORT MADE SIMPLE.

As you can see, Bar None Auction is a full-service transportation company. We have a transportation fleet capable of handling a large variety of vehicles, buses, trucks, trailers, industrial tools, equipment, and more. Our drivers are experienced in transporting these asset types and understand the value of customer service back to the City of Sacramento. No other auction company in the state of California has an in-house transportation division capable of servicing the variety of assets required for the City of Sacramento.



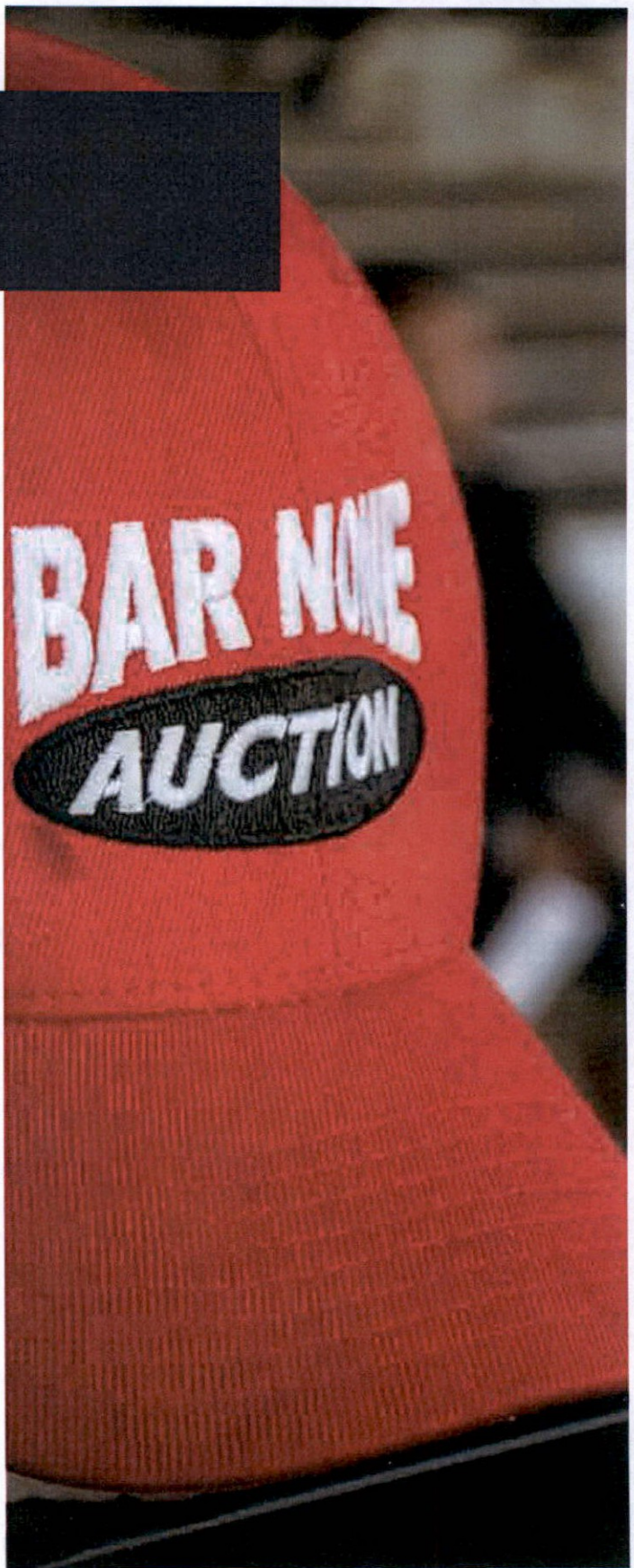


# MARKETING METHODOLOGY

When you sell your equipment with Bar None Auction, your inventory is included in our extensive and targeted marketing campaigns executed for each auction. We achieve this through aggressive and thorough methodologies that utilize traditional and digital mediums. Bar None Auction campaigns are always focused within the heavy equipment, commercial truck, and automobile industries and are scaled to match the size of auction. This proven approach allows us to attract the most qualified buyers from around the world and maximizes the results for clients. Our proven marketing strategies include Email Blasts, Direct Mail, Print Advertising, Website Banner Advertising, Radio Advertising, Online Auction Catalogs, Social Media, Online Pre-Registration and Pre-Auction Bidding, and onsite 2-Day Auction Previews.

All the items for auction are listed on our website with a description, pictures, auction information, terms and conditions, payment information, shipping and pick-up information, and more. The layout of this information is easy to access for the bidder/buyer and conveniently located on each item for auction. We have 27 years invested in how the information is displayed and marketed on our website. There is a critical reason for how each item is displayed and shown on the website.

In addition, each item of your inventory will have its own page on our website, complete with multiple photos and detailed descriptions. And our representatives actively promote each of our auctions to multiple sources, creating the energy and excitement necessary to ensure the results you need.





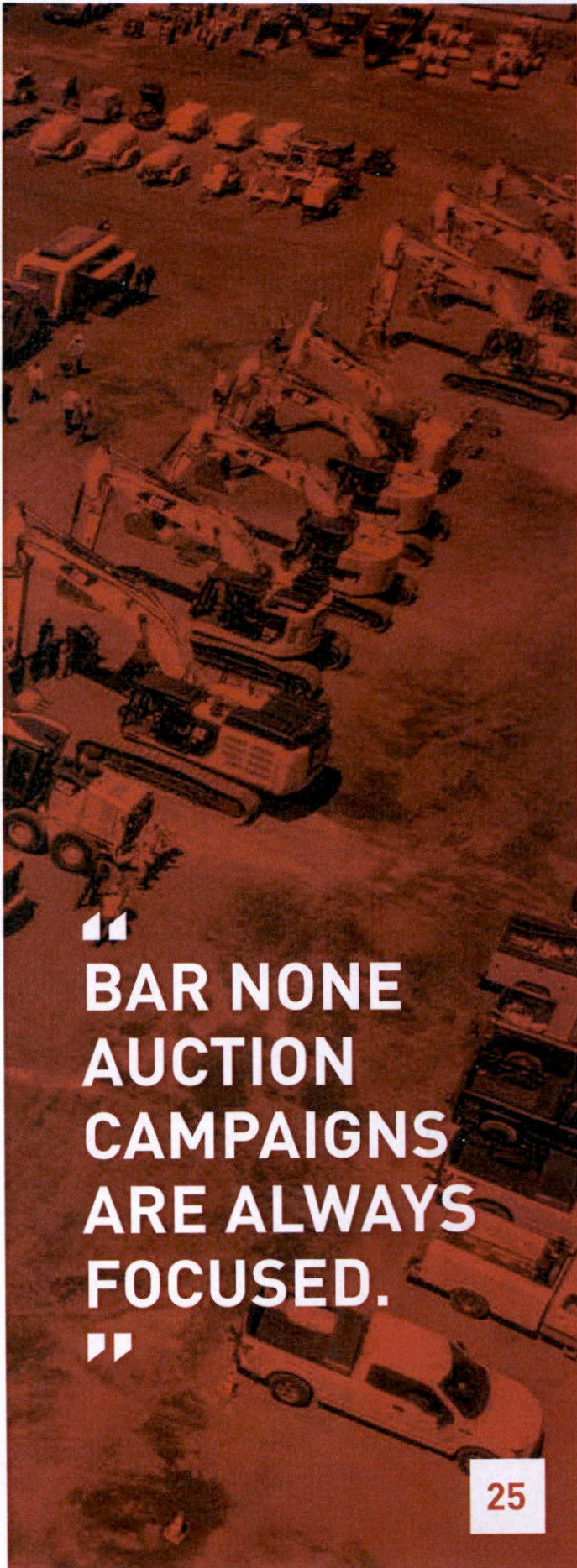
We have listed below various ads and pictures of our marketing efforts. We also encourage you to visit our website: [www.BarNoneAuction.com](http://www.BarNoneAuction.com) to view the auction and inventory for yourself in real time for our upcoming auctions. Lastly, please check out our social media sites:

**Facebook:**

<https://www.facebook.com/barnoneauction123>

**YouTube:**

<https://www.youtube.com/channel/UCelBmU3y3DIDcLtT3eYzylw>



“  
BAR NONE  
AUCTION  
CAMPAIGNS  
ARE ALWAYS  
FOCUSED.  
”



# Marketing Videos

## A. The Bar None Auction Experience:

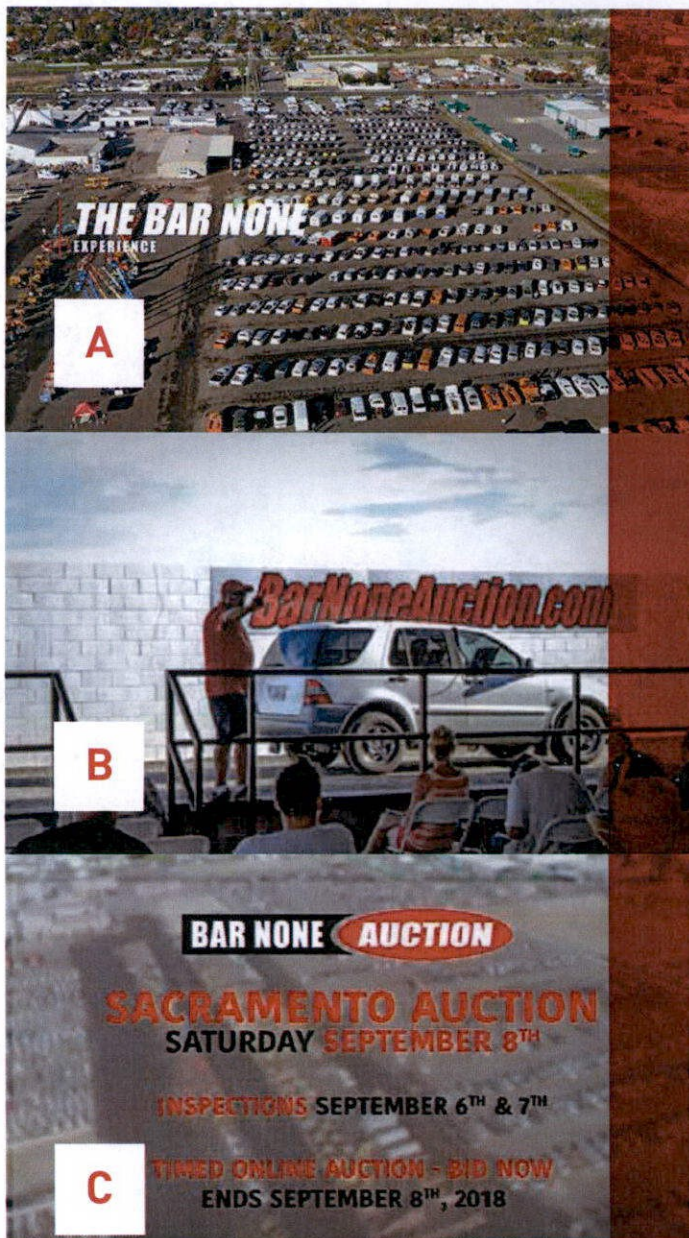
<https://youtu.be/aDM2A8Wtww4>

## B. Buying Cars and Trucks at Bar None Auction:

<https://youtu.be/58J3AXSm5Ks>

## C. Auction Specific Video Ads for Facebook, YouTube, etc:

<https://youtu.be/s6ZEgagdWBc>





# Facebook Advertisements

<https://www.facebook.com/barnoneauction123>

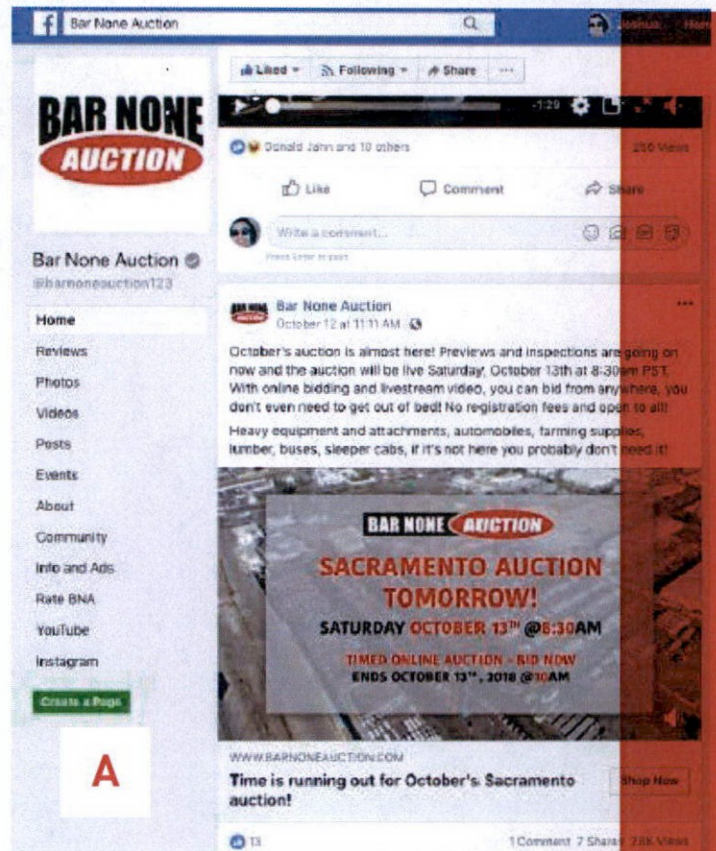
## A. Auction Video Post on our Facebook page for the February 22nd, 2019 auction.

Stats - 9,542 Views.

## B. Facebook Post on how to bid before the auction:

“  
**THE BEST  
CAR AND  
EQUIPMENT  
AUCTION  
IN THE WEST  
COAST!**

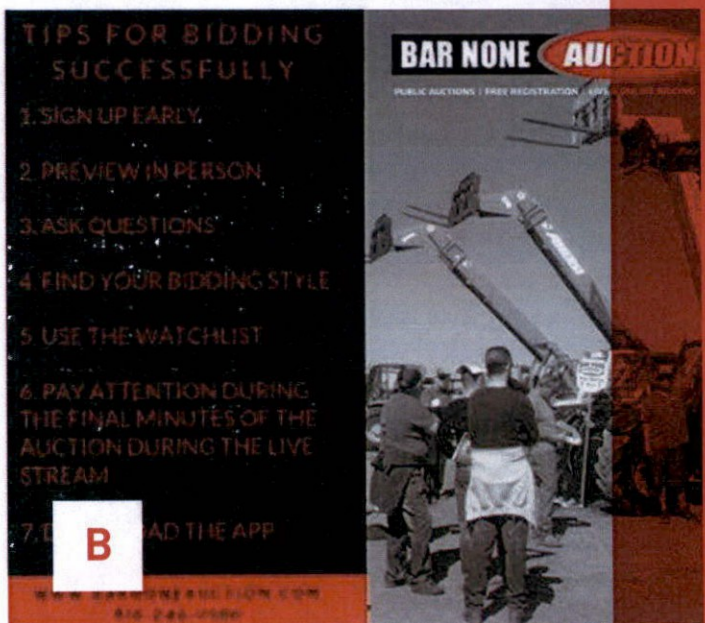
”  
- Jack Linville



**Bar None Auction**  
October 9 at 8:35 AM · 🌐

New to the Auction Process and Have Questions? Feel free to contact us at [marketing@barnoneauction.com](mailto:marketing@barnoneauction.com) or call 866-372-1700. Here are some tips to help you become a successful bidder

#auctionstrategy  
#onlineauction #auction #liveauction #bidonline #webauction #sold #bidder





## Inventory/Product Videos

We post a variety of videos for some of our specialty or high dollar items where prospective bidders can see an item working. This dramatically increases buyer confidence and results in higher prices paid for these items.

California Department of Transportation sent us some wheel loaders for one of our auctions. We shot these videos and posted them directly in the inventory link for easy preview of these loaders.

A.

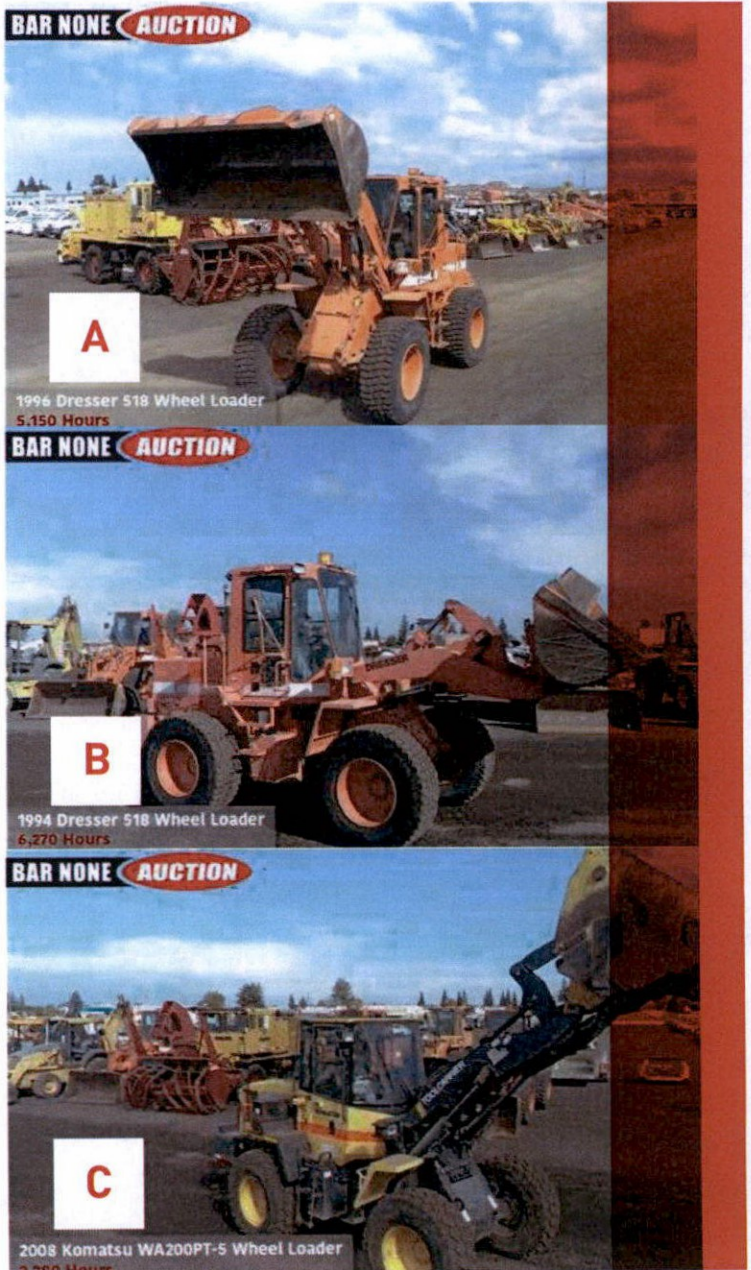
<https://barnoneauction.hbid.com/lot/45026053/1996-dresser-518-wheelloader?cat=57&ipp=100&q=339>

B.

<https://barnoneauction.hbid.com/lot/45026054/1994-dresser-518-wheelloader?cat=57&ipp=100>

C.

<https://barnoneauction.hbid.com/lot/45026050/2008-komatsu-wa200pt-5-wheelloader?cat=57&ipp=100&q=339>





# Inventory Listings on our Website


Our inventory listing is simple, easy to navigate, and user friendly. We spend thousands of dollars each year improving the user experience to make our online auction platform the best in the nation.

## Transit Bus Example:

**BAR NONE AUCTION**[Login / New Bidder](#)[Current Auctions](#)[Past Auctions](#)[FAQ](#)

[Back to Catalog](#) Result: 22 of 23 [Previous Lot](#) [Next Lot](#)

### Lot # : 872 - 2002 Neoplan Muni Bus



Click Main Image to Enter / Exit Image Fullscreen Mode

**Type** Live Webcast Auction

**Price Realized** 4,500.00 USD (Choice)

**Date Sold** 10/13/2018

[Facebook](#) [Twitter](#) [YouTube](#) [Google+](#) [LinkedIn](#)

[Contact for Details](#)

[Get Financing](#)

Information

**Lot #** 872

**Ring #** 2

**Group - Category** Cars & Trucks - Transit Buses

**Lead** 2002 Neoplan Muni Bus

**Description** VIN: 1N9TA1CA92L013206  
Cummins Diesel, Allison Automatic, 40,600lb GVWR, Air Brakes, 22.5 Tires  
Odometer Reading: EXEMPT

▼ Auction Information

▼ Terms and Conditions

▼ Bid Increments

▼ Payment Information

▼ Shipping / Pick Up



### Commercial Truck Example:

BAR NONE AUCTION

[Login / New Bidder](#)
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[Past Auctions](#)
[FAQ](#)

[← Back to Catalog](#)

Result: 1 of 12

[← Previous Lot](#)
[Next Lot →](#)

# Lot # : 132 - 2009 International Workstar 7600 Vector Truck

Click Main Image to Enter / Exit Image Fullscreen Mode

Type

Live Webcam Auction

Price Realized

100,000.00 USD

Date Sold

10/22/2016

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[Twitter](#)
[Email](#)
[Google+](#)

[CONTACT FOR DETAILS](#)

[GET FINANCING](#)

Information

Lot #

132

Ring #

1

Group - Category

Cars & Trucks - Commercial Trucks

Lead

2009 International Workstar 7600 Vector Truck

Description

57N-1HTWXAHT19089288  
 Cummins Turbo Diesel, Hydrostatic, P.T.O, Air Conditioning, AM/FM, Cruise Control, Power Windows, Power Locks, Power Mirrors, Air Brakes, Air Ride Seat, Engine Brake, Boom Camera, Utility Boxes, Work Lights, Jet Rodder System, 2500 PSI Hose Rating  
 Odometer Reading: 40,398

Auction Information

Terms and Conditions

Bid Increments

Payment Information

Shipping / Pick Up




## Heavy Equipment Example:

**BAR NONE AUCTION**

[Login / New Bidder](#)
[Current Auctions](#)
[Past Auctions](#)
[FAQ](#)

[Back to Catalog](#)
Result: 1 of 45
[Previous Lot](#)
[Next Lot](#)

### Lot # : 245 - 2018 Caterpillar 320FL Hydraulic Excavator



**Type** Live Webcast Auction

**Price Realized** 171,000.00 USD

**Date Sold** 6/9/2018

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[Twitter](#)
[LinkedIn](#)
[Google+](#)

[Contact For Details](#)

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Click Main Image to Enter / Exit Image Fullscreen Mode

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Information

**Lot #** 245

**Ring #** 1

**Group - Category** Heavy Equipment - hydraulic excavators

**Lead** 2018 Caterpillar 320FL Hydraulic Excavator

**Description** S/N: CAT0320FANHD16433 Cat C4.4 Acert T4F Diesel EROPS, AC/Heat, AM/FM, LCD Monitor, Rear & Right Facing Cameras, Cab Covers, Third Valve Auxiliary Hydraulics, Cat B-Linkage Hydraulic Quick Coupler, Unused 60" Bucket w/ Teeth, Steel TBG Tracks Hours: 6

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Auction Information

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Terms and Conditions

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Bid Increments

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Payment Information

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Shipping / Pick Up

## Heavy Equipment Example:

[Login / New Bidder](#)
[Current Auctions](#)
[Past Auctions](#)
[FAQ](#)

[Back to Catalog](#)
Result: 15 of 15
[Previous Lot](#)
[Next Lot](#)

### Lot # : 46 - 2009 Chevrolet Tahoe LS

Click Main Image to Enter / Exit Image Fullscreen Mode

**Type** Online-Only Auction

**Price Realized** 14,700.00 USD

**Date Sold** 7/14/2017

[Facebook](#)
[Twitter](#)
[Email](#)
[Google+](#)

[Contact for Details](#)

[Get Financing](#)

**Information**

**Lot #** 46

**Group - Category** Cars & Trucks - Sedans

**Lead** 2009 Chevrolet Tahoe LS

**Description** Vin-1GNFK13059R197219  
5.3 Liter, Automatic, Air Conditioning, AM/FM/CD, Cruise Control, Power Windows, Power Locks, Power Mirrors, Rear A/C, Tow Haul, Traction Control, Trailer Brake Control, Roof Rack, Running Boards, Alloy Wheels, 4x4, Tires LT265/70R17  
REPAIRS MAY OR MAY NOT BE REQUIRED, MAY HAVE DINGS AND SCRATCHES  
Odometer Reading: 61,149

**Auction Information**

**Terms and Conditions**

**Bid Increments**

**Payment Information**



# Craigslist Advertising

Our team of Marketers post over a 1,000 craigslist ads for each auction. These ads are item specific. We have provided some ads we posted of City and County of San Francisco items from our last auction:


## Craigslist Ad #1:

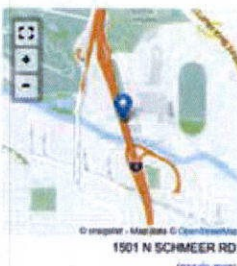
reply 20

posted 2 hours ago

2005 Ford F-150 XLT 4x4 Crew Cab Pickup Truck

Image 1 of 18





2005 Ford F-150 XLT

VIN: 1FTRW14W95KD45114

cylinders: 8 cylinders

fuel: gas

odometer: 256664

paint color: brown

size: full-size

title status: salvage

transmission: automatic

type: pickup

more ads by this user

**MONTHLY PUBLIC AUCTION**

FRIDAY - MARCH 29th, 2019 at 8:30 AM

1501 N. Schmeer Road, Portland, OR 97217

Bid today at [www.barnoneauction.com](http://www.barnoneauction.com)!

Barnone Auction will be hosting a Monthly Public Auction on FRIDAY - MARCH 29th, 2019 at 8:30 AM. This Auction features over 100 lots including heavy equipment, commercial trucks, construction industrial tools, trucks and cars.

Please visit [www.barnoneauction.com](http://www.barnoneauction.com) to register and bid online!

**We have this 2005 Ford F-150 XLT 4x4 Crew Cab Pickup Truck**

ITEM DESCRIPTION:

VIN: 1FTRW14W95KD45114 Triton 4.6L 8-Cyl Gas, Automatic, A/C, AM/FM/CD, Cruise Control, Power Windows/Locks/Mirrors, Cloth Interior, 6' Bed, Bull Hitch, Tow Package, \*\*\*\*\*branded title\*\*\*\*\* Odometer Reading: 256,664

**LIVE AUCTION DETAILS**

Auction Begins: FRIDAY - MARCH 29th, 2019 at 8:30 AM (PST)

Doors open at 7:00am on auction day

Live Onsite and Live Online bidding

All of our Auctions are FREE to register and attend

Open to all bidders - Public is Welcome

**PREVIEW DAYS**

Inspection is available: MARCH 27th and 28th from 8:00am to 5:00pm

Preview is also available on auction day starting at 7:00am.

Items are SOLD AS IS and "Sold to the highest Bidder!"

Catalog Descriptions change or get updated

Please do not text this number, please call!

**LOCATION:**

1501 N. Schmeer Road, Portland, OR 97217

Visit our website at [www.barnoneauction.com](http://www.barnoneauction.com)

**ITEMS TO BE SOLD:** Caterpillar G318 John Deere Hitachi Volvo Case Hyundai Kobelco Komatsu Terex Mack IH FiatAllis Bobcat Wacker Tarramite Morbark Mustang Takachi Dynapac GEHL Toyota Kubota Kenworth Mack Freightliner Skytruck Storkel Genie JCB Hyster JLG MEC Genie Custom Equipment Skyjack New Holland Ingersoll-Rand Toro Dingo Vermeer Hydraulic Excavators Mini Backhoe Loaders Bulldozers Skid-Steer Loaders Minot Graders Gravel Loaders Trenchers Backhoes Compactors Asphalt Equipment Telehandlers Forklifts Tractors Ag Equipment Vibratory Padfoot Compactor Wheel Loader Steer Tumble Wood Chipper Lumber Industrial Tool Utility Tools Truck Lawn Mower Tow Truck International ProStar T/A Sleeper Truck S/A EROPS OROPS Pool Vending Machine Used Cars Trucks Vans SUVs Car Truck Van SUV Like New Attachments Sedan Coupe Convertible Crossover Backhoes Boom Lift Lifts Dozer Douers Bulldozer Bulldozers Dump Truck Rock Off Road Scissor Lift Lifts Grinder Asphalt Paver Pavers Rollers Screen Plant Track Loader Trackhoe Generator Light Panel ATV ATVs Bucket Ditching Tooth Cleanout Buckets Skeleton Shear Shears Hammer Hammers Tilt Grapple Demolition Claw Chum Shell Concrete Crusher Ripper Rippers Brush Hog Cutter Rototiller Hitch Fork Auger Angers Rake Snow Blade Mini Car Construction High Flow Coupler Heavy Duty

• do NOT contact me with unsolicited services or offers

The City of Sacramento Auction Services

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## Craigslist Ad #2:

[reply](#) [50](#) [certified](#) [Posted 10 days ago](#)

### 2008 Freightliner Columbia 120 3-Axle Sleeper Truck

image 1 of 21




© 2008 Google - Map data © OpenStreetMap contributors  
1501 N SCHMEER RD  
(google map)

**2008 Freightliner Columbia 120**

VIN: 1FUNA6CK3HDZ68769

cylinders: 6 cylinders

fuel: diesel

odometer: 978782

paint color: white

size: full-size

title status: clean

transmission: manual

type: truck

[more ads by this user](#)

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Bar None Auction will be hosting a Monthly Public Auction on FRIDAY - MARCH 29th, 2019 at 8:30 AM. This Auction features over 100 lots including heavy equipment, commercial trucks, construction industrial tools, trucks and cars.

Please visit [www.barnonauction.com](http://www.barnonauction.com) to register and bid online!

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**We have this 2008 Freightliner Columbia 120 3-Axle Sleeper Truck**

ITEM DESCRIPTION:  
VIN: 1FUNA6CK3HDZ68769 Detroit 60 14.0L 6-Cyl Turbo Diesel, Eaton Fuller 13 Speed, GVWR 63,029LB, Diff Lock, Tag Axle, A/C, AM/FM/CD, Cruise Control, Power Mirrors, Heated Mirrors, Air Brakes, Air Ride Seat, Air Ride Cab, Air Bag Suspension, Glad Hand, Dual Fuel Tanks, Pintle Hitch, Work Lights, 22,756MRS Odometer Reading: 978,782

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**LIVE AUCTION DETAILS**  
Auction Begins: FRIDAY - MARCH 29th, 2019 at 8:30 AM (PST)  
Doors open at 7:00am on auction day  
Live Onsite and Live Online bidding  
All of our Auctions are FREE to register and attend  
Open to all bidders - Public is Welcome

**PREVIEW DAYS**  
Inspection is available: MARCH 27th and 28th from 8:00am to 5:00pm  
Preview is also available on auction day starting at 7:00am.  
Items are SOLD AS IS and "Sold to the highest Bidder!"  
Catalog Descriptions change or get updated  
Please do not text this number, please call!

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**LOCATION:**  
1501 N. Schmeer Road, Portland, OR 97217  
Visit our website at [www.barnonauction.com](http://www.barnonauction.com)

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post id: 680881464    posted: 10 days ago    updated: 8 days ago    viewed by friend    [view ad](#)


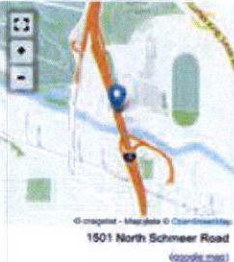


### Craigslist Ad #3:

[reply 50](#)
[saved](#)
[Print 2,885,899](#)


## 2006 John Deere 544J 4WD Wheel Loader

Image 1 of 24

1501 North Schmeier Road  
(Google Maps)

make / manufacturer: John Deere  
model name / number: 544J 4WD Wheel Loader  
more ads by this user



### MONTHLY PUBLIC AUCTION

**FRIDAY - MARCH 29TH, 2019 at 8:30 AM**  
1501 N. Schmeier Road, Portland, OR 97217  
Bid today at [www.barnoneauction.com](http://www.barnoneauction.com)!

Barn One Auction will be hosting a Monthly Public Auction on **FRIDAY - MARCH 29TH, 2019** at 8:30 AM. This Auction features over 100 lots including heavy equipment, commercial trucks, construction industrial tools, trucks and cars.

Please visit [www.barnoneauction.com](http://www.barnoneauction.com) to register and bid online!

**We have this 2006 John Deere 544J 4WD Wheel Loader**

ITEM DESCRIPTION:  
S/N: D9554JZ602290  
Deere 5.8L 6-Cyl Turbo Diesel 4-Speed Shuttle Shift  
EROPS, AM/FM, 104" GP Loader Bucket, Auxiliary Hydraulics, Hydraulic Quick Coupler, Work Lights  
Hours: 10,328

**LIVE AUCTION DETAILS**  
Auction Begins: Friday - March 29th at 8:30 AM (PST)  
Doors open at 7:00am on auction day  
Live Onsite and Live Online bidding  
All of our Auctions are FREE to register & attend  
Open to all bidders - Public is Welcome

**PREVIEW DAYS**  
Inspection is available: March 27th & 28th from 8:00am to 3:00pm  
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Catalog Descriptions change or get updated  
Please do not text this number, please call!

**LOCATION:**  
1501 N. Schmeier Road, Portland, OR 97217  
Visit our website at [www.barnoneauction.com](http://www.barnoneauction.com)

**ITEMS TO BE SOLD:** Caterpillar G350 John Deere Hitachi Volvo Case Hyundai Kobelco Komatsu Terex Mack IHI Fimella Bobcat Wacker Terexmo Merbok Mustang Yamaha Dynapac GEHL Toyota Kubota Kenworth Mack Freightliner Skytruck Scania XCB Hyster JLG MHC Genie Custom Equipment Skyjack New Holland Ingersoll-Rand Tonn Dingo Vermeer Hydraulic Excavators Mini Backhoe Loaders Bulldozers Skid Steer Loaders Motor Graders Crawler Loaders Trenchers Broomlith Compactors Asphalt Equipment Telehandlers Forklifts Tractors Ag Equipment Vibratory Pallet Compactor Wheel Loader Zoom Towable Wood Chipper Lumber Industrial Tool Utility Tools Truck Lawn Mower Tow Truck International ProStar T/A Skopet Truck S/A EROPS Pool Vending Machine Used Cars Trucks Vans SUVs Car Truck Van SUV Like New Attachments Sedan Coupe Convertible Crossover Backhoes Boom Lift Lifts Dozer Dozers Bulldozer Bulldozers Dump Truck Rock Off Road Scissor Lift Lifts Grinders Asphalt Paver Pavers Rollers Screens Plant Track Loader Trackhoe Generator Light Panel ATV ATVs Bucket Ditching Tooth Cleanout Buckets Skeleton Shur Shaws Hammer Hammers Tilt Grapple Demolition Claw Clam Shell Concrete Crusher Ripper Rippers Brush Hog Cutter Rototiller Hitch Fork Auger Augers Rake Snow Blade Mini Cat Construction High Flow Coupler Heavy Duty

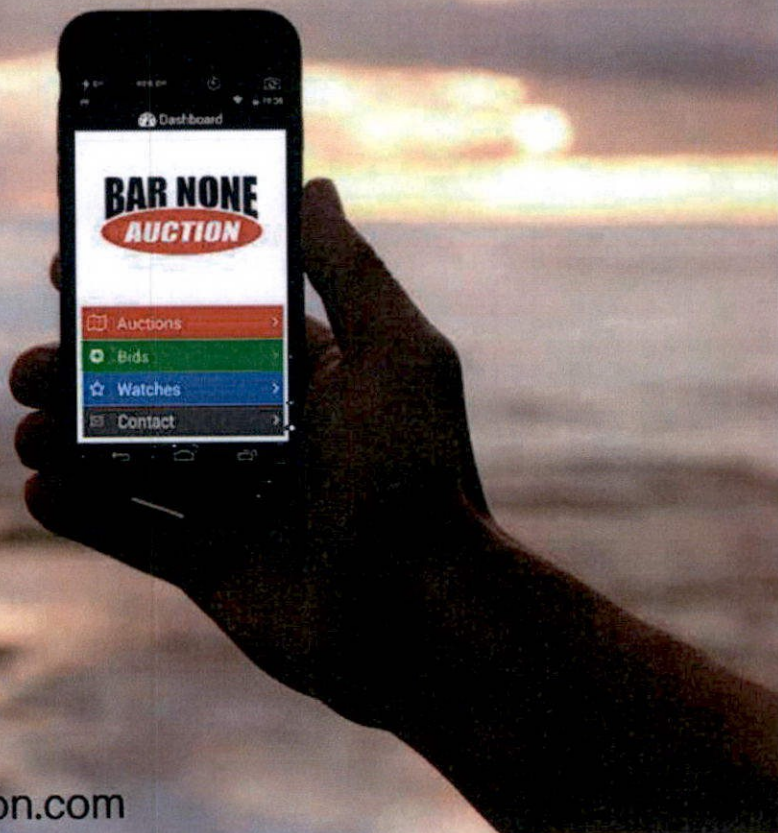
• do NOT contact me with unsolicited services or offers



## Bar None Auction Mobile App

Bidding is now even easier since we launched our mobile app for Apple and Android devices. The App allows bidders to place bids, search items, place items on their watch list, make notes, and much more! You can download the app for yourself by going to the app store on apple device or the google play store on android.

# BID FROM ANYWHERE!



[www.barnoneauction.com](http://www.barnoneauction.com)



## Free Handouts to Bidders

At every one of our auctions we hand out free hats, stickers, beanies, and more to bidders who attend our auction.



The City of Sacramento Auction Services



“ I HIGHLY  
RECOMMEND  
BAR NONE  
FOR ALL  
YOUR NEEDS.

” -Spencer Davies

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# The Auction Catalog

We give each registered bidder who attends the auction live an auction a printed auction catalog. In this catalog we advertise our upcoming auctions, who the local territory reps are, and more.

[illegible]

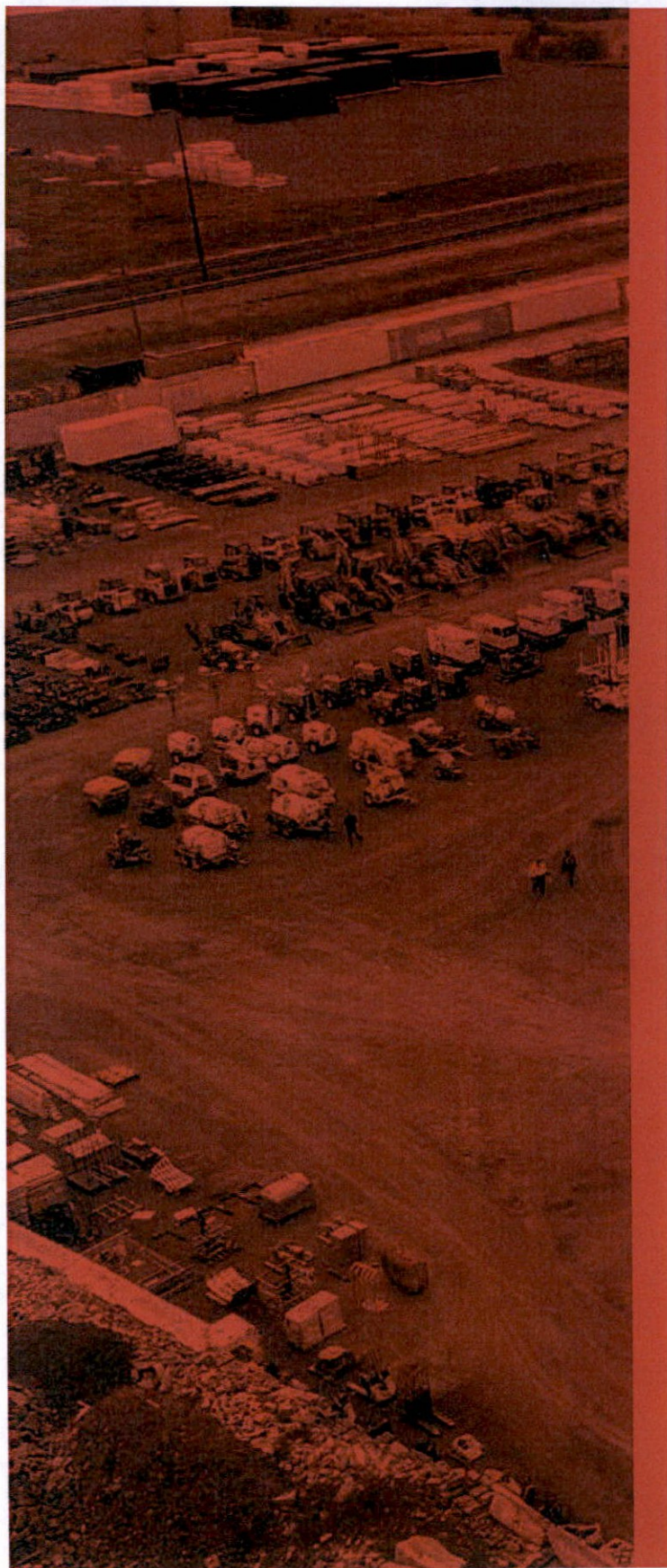


# TERMS OF SERVICE

Bar None Auction does not have any modification requests to the standard form service agreement.

We have attached our buyer terms and conditions that every bidder signs before attending the auction. Please note the CARB statement, buyer fee's, as-is statement, etc. in the terms and conditions.

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## Auction Terms & Conditions

1. All prospective buyers must be at least 18 years old and are required to register with Bar None Auction prior to bidding. By using the bid number, the bidder acknowledges he has received, read, and understands and agrees to be bound by the terms and conditions of the auction either on the bidders agreement or posted at the auction facility.
2. The Auction will be conducted by offering the items by lot, either individually or in groups. The bidder offering the highest bid accepted by the Auctioneer shall be the purchaser of the offered lot, and no purchaser shall retract his bid. Purchaser accepts a lot when he makes a bid. **All sales are final.**
3. The bidder, whether acting as principal, agent, officer or director of a company or otherwise, in any capacity whatsoever, and the company he represents, both jointly and severally agrees to indemnify and save harmless Auctioneer and its officers, directors, employees, agents, attorneys and its consignors, from any and all actions, causes of action, suits, damages, costs, and losses of any nature, including injury and death, arising from the purchase or use of any items, or the attendance or participation of bidder, his/her agents or employees, at the auction and/or on the auction site whether before, during, or after the auction.
4. Bidder agrees to be responsible for the payment of the purchase price, Auctioneer's fees, Internet fees, any applicable DMV fees, and taxes due on all of bidder's purchases.
5. The "Auction Terms and Conditions" shall be governed by and interpreted under the laws of the State of California, and any action hereunder against Auctioneer shall be commenced in the State of California.
6. All items are sold **"AS IS-WHERE IS"** without any guarantees or warranty expressed or implied, statutory or otherwise of any nature whatsoever in respect of the lots offered at the auction. Specifically, but without limitation, Auctioneer makes no representation or warranty that any of the lots conform to any standard in respect of safety, pollution or hazardous material, or fit for any particular purpose. The Auctioneers, sellers, or any member of their staff make no guarantee as to the authenticity, of any particular age, year of manufacture, model, make, mileage, hours, condition, or defect of any lot or item being sold. Bidders are encouraged to make their own physical inspection and rely solely on that inspection before bidding. Failure to inspect does not negate that Bidders responsibility to perform under the auction terms and conditions.
7. The Auction Catalog has been prepared as a guide, and should be used as a guide only. Although the descriptions are believed to be correct its accuracy cannot be guaranteed or warranted. The Bidder acknowledges that all auction items are available for inspection prior to the auction and it is the Bidders responsibility to have inspected the item before bidding. No sale shall be invalidated; nor shall auctioneers be liable as a result of defects or inaccuracies of any lot.
8. Bidder acknowledges that an auction site is a potentially dangerous place. Flammable, noxious, corrosive and pressurized substances are present, heavy equipment is being operated and electric circuits may be live. Every person at the auction site, at any time, shall be there at his own risk without notice of the condition of the premises and the activities thereon and bidder shall so advise his agents and employees. No person shall have any claim against Auctioneer, its officers, directors, agents, employees, principals, or attorneys for any injuries sustained, nor for damages to or loss of property, which may occur from any cause whatsoever.
9. Any dispute arising as to any bidding shall be settled by Auctioneer at his sole discretion, and Auctioneer may put the lot in dispute up for sale again. Auctioneer reserves the right to refuse any bid, which it considers to be an insignificant advance over the preceding bid. Certain items in the sale are being offered subject to reserve, which is the confidential minimum price below which such lot will not be sold. The Auctioneer has the right to place a bid for the consignor up to the lot's reserve. Lots that fail to meet the reserve price may be represented for sale in another auction.
10. The purchaser shall pay a **non-refundable deposit of 25%** of the purchased price of any auction lot on the date of the auction, with the balance of the purchase price paid within **3 days** following the auction. All payments must be received by cash, cashier's check, money order, company or personal check accompanied by an irrevocable bank letter of guarantee, or wire transfer payable to Bar None Auction. Any payment other than cash may be subject to an additional 3% administrative fee.
11. Interest on overdue amounts will be paid by purchaser at a rate of 2% per month/24% annual, or at such other maximum rate allowed by law.
12. State and local sales tax will be assessed and collected on all purchases unless legal exemption documentation is provided at the time of sale.
13. All items are subject to a **Buyers Premium**. A Buyers Premium is an auction fee assessed in addition to the bid price. Specific auction items may be identified in the description of a particular lot to have a specific buyers premium or possibly no buyers premium; if not identified in lot description the default buyers premium is based upon the bid price of the lot sold at the following rate:  
\$1.00 to \$1500.00 = 15% Buyers Premium,  
\$1501.00 and Over = 10% Buyers Premium.
14. Internet bidders are subject to an **additional 2% administration fee** for online services with a maximum of \$750 per item.
15. Purchaser is responsible for insuring his purchases immediately. Bar None Auction shall not be responsible for loss, damage, or theft of any purchase. Purchaser shall not be entitled to remove any item from the auction facility until all his purchases are paid for in full including all applicable goods, sales or use taxes.
16. Removal of all items shall be the sole responsibility of the purchaser. Loading assistance is provided as a courtesy; however, purchaser assumes all risk and responsibility for loading and removal of purchases. Auctioneer reserves the right to require proof of adequate insurance coverage from any purchaser items requiring dismantling, rigging or hot cutting. Purchaser agrees to indemnify and save harmless both, consignor and Auctioneer, its officers, directors, employees, agents, and attorneys against any damage caused by the acts of purchaser. All items must be removed from the auction facility within **7 days** after the auction date. If for any reason purchaser fails to remove any purchase within the time specified, the purchase shall be deemed abandoned, and Auctioneer at its sole discretion may resell the items. Purchaser is liable for any rent incurred or damages suffered by Auctioneer because of purchaser's failure to

remove any item. Failure to remove items will result in a rental / **storage fee of not less than \$25 per item per day.**

17. A \$85 document processing fee, a \$65 smog fee (if applicable), and a \$30 DMV electronic filing fee will be charged by the auction company for every DMV purchase, whether sold independently or grouped into one lot and regardless of purchaser's intended use of the purchase. Customers demanding title will not be required to pay the \$30 DMV electronic filing fee.

18. California law does **not** provide for a "cooling off" or other cancellation period for vehicles. Therefore you cannot later cancel a contract simply because you change your mind, decide the vehicle costs too much, or wish you had acquired another vehicle.

19. Bar None Auction offers a 2-day cancellation option that applies **only** to passenger vehicles purchased for personal or household use. This cancellation option **does not** apply to motorcycles, off-road vehicles, recreational vehicles, vehicles sold for business or commercial use, or any vehicle priced at or above \$40,000. In order to exercise this option you must inform Bar None Auction at the time of purchase on that specific auction day. The amount is non-refundable and the purchaser will also be charged a restocking fee. The vehicle must be returned by 5:00pm not more than 2 days following the date of the purchase contract. The vehicle must also be in the same condition and the mileage must not exceed the permitted (250) miles otherwise the option is void. The cost for purchasing this cancellation option is as follows:

Purchase Price	Cost of Option	Restocking Fee
\$0 - \$5,000	\$75	\$175
\$5,001 - 10,000	\$150	\$350
\$10,001 - 30,000	\$250	\$500
\$30,001 - 39,999	\$1%	\$500

20. Funds must be certifiable prior to the processing or release of DMV documents. Title documents will be prepared to be effective only in the jurisdiction in which the auction is being conducted.

21. If for any reason, Auctioneer is unable to make available or deliver any purchase or clear title to the same, or documentation required in respect of any purchase, whether before or after delivery, Auctioneer's sole liability shall be the return of monies paid in respect of such purchase upon its return by purchaser. Any such purchase shall be returned or surrendered upon demand by Auctioneer.

22. Bar None Auction makes no guarantee or assurance that internet bidding services will operate without interruption or that all services, products, features, functions, content, or operations will be available or perform at any particular time(s). Without limiting the generality of the foregoing, Bar None Auction is not responsible for 1) malicious code, delays, inaccuracies, errors, omissions, or mistakes in the Bidder's use of Bar None Auction's internet bidding services or any sites linked to Bar None Auction's internet services; 2) any interruption of internet signal to the Auction event and / or the cessation of transmission to or from our website or to or from our site by any third party; or 3) defamatory, offensive, infringing, breaching, fraudulent, or illegal conduct of others. Bidder assumes the entire risk of using Bar None Auction's internet bidding services, along with its associated features and functions.

23. Bidder agrees that Bar None Auction is not liable for any loss or damage incurred in connection with or arising from use of Bar None Auction's internet bidding services.

24. Bidder acknowledges 1) the limitations of Bar None Auction's internet bidding services and some messages; 2) that transmissions may not be timely processed [or not at all] and 3) that some services, features, or functions may be restricted or delayed. Bidder affirms that Bar None Auction assumes no liability, responsibility, or obligation to transmit, process, store, receive, or deliver transactions or postings, or for any failure or delay therein associated.

25. Some vehicles may be sold pursuant to vehicle code 24007.5, subsection (a) paragraph (2) and may only be available to licensed motor vehicle dealers and dismantlers.

26. "When operated in California, any on-road heavy-duty diesel vehicle, alternative-diesel vehicle, off-road diesel vehicle, or portable diesel engine may be subject to the California Air Resources Board's Regulation to Reduce Particulate Matter and Criteria Pollutant Emissions from In-Use Heavy-Duty Diesel Vehicles, In-Use Off-Road Diesel Vehicle Regulation, or Airborne Toxic Control Measure For Diesel Particulate Matter From Portable Engines Rated At 50 Horsepower And Greater. It therefore could be subject to retrofit, exhaust retrofit, or accelerated turnover requirements to reduce emissions of air pollutants. These vehicles may or may not be registerable with the CA DMV. For more information, please visit the California Air Resources Board websites at <https://www.arb.ca.gov/dieseltruck>, <https://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>, or <https://www.arb.ca.gov/portable/portable.htm>." Compliance with these regulations and all cost associated with meeting ARB requirements shall be the sole responsibility of the buyer.

27. Some items are being offered for sale to out of state or out of country bidders. Bidders are hereby notified that a VIN Stop has been filed with California DMV prohibiting the vehicle/equipment from being registered in California. Purchaser will be required to sign an ARB Out-of-State Verification Form acknowledging their intent to move the vehicle/equipment out of California, and an Out-of-State Sales Agreement indicating that the Buyer will inform future buyers that the vehicle cannot be registered and operated in California unless compliant with Section 2022.1(b). Bidders purchasing Out-of-State items must be registered as an out of State buyer with Bar None Auction prior to bidding.

*Upon receiving a bidder's number at today's sale, I acknowledge that I have read, understood, and agree to abide by the **Auction Terms & Conditions** set forth herein and posted at the auction site.*

Bidder Signature \_\_\_\_\_ Date \_\_\_\_\_

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