

COMMONWEALTH OF VIRGINIA

STANDARD CONTRACT

Contract Number: VTS-2263-2025

This contract entered into this 11th day of October 2024 by Bidcorp.com, Inc hereinafter called the "Contractor" and Commonwealth of Virginia, Virginia Polytechnic Institute and State University called "Virginia Tech."

WITNESSETH that the Contractor and Virginia Tech, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide Online Auction Services for Disposition of University Surplus Property to Virginia Tech as set forth in the Contract Documents.

PERIOD OF CONTRACT: From October 12, 2024 through October 11, 2029. With options for three (3) two (2) year renewals.

COMPENSATION AND METHOD OF PAYMENT: The Contractor shall be paid by Virginia Tech in accordance with the Contract Documents.

CONTRACT DOCUMENTS: The Contract Documents shall consist of this signed contract, Request for Proposal (RFP) number 71412413 dated March 15, 2024, together with Addendum Number 1 To RFP dated April 2, 2024, the proposal submitted by the Contractor dated April 15, 2024 and the negotiation summary, all of which Contract Documents are incorporated herein.

ELECTRONIC TRANSACTIONS: If this paragraph is initialed by both parties, to the fullest extent permitted by Code of Virginia, Title 59.1, Chapter 42.1, the parties do hereby expressly authorize and consent to the use of electronic signatures as an additional method of signing and/or initialing this contract and agree electronic signatures (for example, the delivery of a PDF copy of the signature of either party via facsimile or electronic mail or signing electronically by utilizing an electronic signature service) are the same as manual executed handwritten signatures for the purposes of validity, enforceability and admissibility.

KS RN
(Initials)

In WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

DocuSigned by:
Contractor
By: Kimberly Stepanski
(Signature)
Kimberly Stepanski, President
Name and Title

DocuSigned by:
Virginia Tech
By: Reed Nagel
5EF51DA320D049B...
Reed Nagel
Director of Procurement



Request for Proposal 71412413

For

Online Auction Services for Disposition of University Surplus Property

March 15, 2024

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

RFP # 71412413, Online Auction Services for Disposition of University Surplus Property

INCLUDE THIS PAGE WITH YOUR PROPOSAL, SIGNATURE AT SUBMISSION IS REQUIRED

DUE DATE: Proposals will be received until April 15, 2024 at 3:00 PM. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

INQUIRIES: All inquiries for information regarding this solicitation should be directed to Angela Caldwell, Phone: (540) 231-1269 e-mail: acaldwell@vt.edu. All inquiries will be answered in the form of an addendum. Inquiries must be submitted by 2:00 PM on March 29, 2024. Inquiries must be submitted to the procurement officer identified in this solicitation.

PROPOSAL SUBMISSION:

***Please note, proposal submission procedures have changed effective March 2023.**

Proposals may NOT be hand delivered to the Procurement Office.

Proposals should be submitted electronically through Virginia Tech's procurement portal. This portal allows you access to view business opportunities and submit bids and proposals to Virginia Tech digitally and securely.

Proposals must be submitted electronically at:

<https://bids.scquest.com/apps/Router/PublicEvent?CustomerOrg=VATech>

Vendors will need to register through this procurement portal, hosted by Jaggaer. **It is encouraged for all vendors to register prior to the proposal submission deadline to avoid late submissions.** Registration is easy and free. If you have any challenges with the registration process, please contact Jaggaer Support at 1-800-233-1121 or procurement@vt.edu.

Click on the opportunity and log in to your vendor account to begin preparing your submission. Upon completion, you will receive a submission receipt email confirmation. Virginia Tech will not confirm receipt of proposals. It is the responsibility of the offeror to make sure their proposal is delivered on time.

Hard copy or email proposals will not be accepted. Late proposals will not be accepted, nor will additional time be granted to any individual Vendor.

Attachments must be smaller than 50MB in order to be received by the University.

In compliance with this Request For Proposal and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods or services in accordance with the attached signed proposal and as mutually agreed upon by subsequent negotiation.

AUTHORIZED SIGNATURE: _____ Date: _____

[INCLUDE THIS PAGE]

I. PURPOSE:

This Request for Proposal (RFP) seeks to solicit proposals to establish a contract through competitive negotiations by Virginia Polytechnic Institute and State University (Virginia Tech), an agency of the Commonwealth of Virginia.

Up until 2020, Virginia Tech held in person auctions at its warehouse in Blacksburg. With COVID restrictions the university converted to a solely online auction format, holding up to ten auctions per year online. Our original contract with Matthews Auctioneers is expiring in the summer of 2024 and we are resoliciting for an online auction platform and service provider to partner with the university. Sales from the online auctions per year since FY20 are as follows:

FY23: \$ 1,048,658.48

FY22: \$ 872,919.28

FY21: \$ 743,772.00

FY20: \$ 524,456.00

II. SMALL, WOMAN-OWNED AND MINORITY (SWAM) BUSINESS PARTICIPATION:

The mission of the Virginia Tech supplier opportunity program is to foster inclusion in the university supply chain and accelerate economic growth in our local communities through the engagement and empowerment of high quality and cost competitive small, minority-owned, women-owned, and local suppliers. Virginia Tech encourages prime suppliers, contractors, and service providers to facilitate the participation of small businesses, and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other inclusive and innovative relationships.

For more information, please visit: <https://www.sbsd.virginia.gov/>

III. CONTRACT PERIOD:

The term of this contract is for five year(s), or as negotiated. There will be an option for three (3) two (2) year renewals, or as negotiated.

IV. EVA BUSINESS-TO-GOVERNMENT ELECTRONIC PROCUREMENT SYSTEM:

The eVA Internet electronic procurement solution streamlines and automates government purchasing activities within the Commonwealth of Virginia. Virginia Tech, and other state agencies and institutions, have been directed by the Governor to maximize the use of this system in the procurement of goods and services. *We are, therefore, requesting that your firm register as a vendor within the eVA system.*

There are transaction fees involved with the use of eVA. These fees must be considered in the provision of quotes, bids and price proposals offered to Virginia Tech. Failure to register within the eVA system may result in the quote, bid or proposal from your firm being rejected and the award made to another vendor who is registered in the eVA system.

Registration in the eVA system is accomplished on-line. Your firm must provide the necessary information. Please visit the eVA website portal at <http://www.eva.virginia.gov/pages/eva-registration-buyer-vendor.htm> and **register both with eVA and Ariba**. *This process needs to be completed before Virginia Tech can issue your firm a Purchase Order or contract.* If your firm conducts business from multiple geographic locations, please register these locations in your initial registration.

For registration and technical assistance, reference the eVA website at: <https://eva.virginia.gov/>, or call 866-289-7367 or 804-371-2525.

V. CONTRACT PARTICIPATION:



It is the intent of this solicitation and resulting contract to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or Virginia Tech's affiliated corporations and/or partnerships may access any resulting contract if authorized by the contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor, the resultant contract may be extended to the entities indicated above to purchase at contract prices in accordance with contract terms. The Contractor shall notify Virginia Tech in writing of any such entities accessing the contract, if requested. No modification of this contract or execution of a separate contract is required to participate. The Contractor will provide semi-annual usage reports for all entities accessing the Contract, as requested. Participating entities shall place their own orders directly with the Contractor and shall fully and independently administer their use of the contract to include contractual disputes, invoicing and payments without direct administration from Virginia Tech. Virginia Tech shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that Virginia Tech is not responsible for the acts or omissions of any entity, and will not be considered in default of the contract no matter the circumstances.

Use of this contract does not preclude any participating entity from using other contracts or competitive processes as the need may be.

VI. STATEMENT OF NEEDS/SCOPE OF WORK:

- A. The University is seeking a single, experienced online auction service to execute online/internet surplus property auctions for and at no cost to the University.
- B. The University will prepare and sequentially number all lots of items that will be offered for sale and will provide quality pictures of the merchandise and corresponding descriptions to upload to the online platform. The University is willing to upload this information to the online auction platform or provide the raw data for preparation of the online auction in the system by the awarded firm.
- C. Offeror must provide a secure, state of the art online bidding system that has a unique URL in which prospective bidders can register, be pre-approved, place multiple bids and receive electronic communications quickly and efficiently. The online bidding system must also provide seamless functionality to conduct all aspects of online sales, including the adding and removal of lots.
- D. Offeror will be responsible for collection of all winning bids. Offeror must be able to accept and process credit card transactions or other methods of electronic fund transfers with no additional transaction and/or processing fees charged to the university or the bidders. The online platform used must adhere to all industry standards and PCI compliance.

Vendor represents and warrants that for the life of the contract and/or while Vendor has possession of University customer cardholder data, the software and services used for processing transactions shall be compliant with standards established by the Payment Card Industry (PCI) Security Standards Council (www.pcisecuritystandards.org). In the case of a third-party application, the application will be listed as PA-DSS compliant at the time of implementation by the University. Vendor acknowledges and agrees that it is responsible for the security of all University customer cardholder data in its possession. Vendor agrees to indemnify and hold University, its officers, employees, and agents, harmless for, from, and against any and all claims, causes of action, suits, judgments, assessments, costs (including reasonable attorneys' fees), and expenses arising out of or relating to any loss of University customer credit card or identity information managed, retained, or maintained by Vendor, including but not limited to fraudulent or unapproved use of such credit card or identity information. Vendor shall, upon written request, furnish proof of compliance with the Payment Card Industry Data Security Standard (PCI DSS) within 10 business days of the request. Vendor agrees that, notwithstanding anything to the contrary in the Agreement or the Addendum, the University may terminate the Agreement immediately without penalty upon notice to the Vendor in the event Vendor fails to maintain compliance with the PCI DSS or fails to maintain the confidentiality or integrity of any cardholder data.

Contractor agrees that if its service provider, "" becomes non-PCI compliant or a Qualified Security Assessor (QSA), or acquiring bank notifies Hi-bid/Auction Flex it is not PCI-compliant, contractor will notify the University within 15 days of this change in status.

Contractor agrees that if its service Provider "Hi-bid/Auction Flex" becomes aware of an unauthorized release or breach of the cardholder data environment, Contractor will notify the university within twenty-four (24) hours. If the discovery of a breach were to occur on a weekend, Virginia Tech has a help-line (540-231-4357) that is available 24 hours a day, 7 days a week for reporting.

- E. Offeror must be prepared to provide to the University a full remittance check representing reconciled net proceeds within fifteen (15) business days. Payment should include a copy of the final auction results and documentation showing that all collected sales tax has been paid in accordance with the Department of Taxation. Only one remittance check per auction will be permitted.
- F. Offeror shall submit copies of all sales receipts no later than 3:00 PM Friday following the auction.
- G. Offeror shall place all gross sales proceeds in an FDIC insured bank located within the Commonwealth of Virginia and such funds must be placed in an account used exclusively for the purpose of retaining the proceeds of the auction until full reconciliation and payment is remitted to the University by the Offeror. Sales funds shall not be co-mingled with Offeror's private funds under any circumstances.
- H. Auction will be advertised for pick up only. Pick Up of merchandise will be coordinated and overseen by the University Surplus Staff. Pickup begins the Saturday following the auction. Receipt's from auction company need to be sent to Surplus no later than 3:00pm the Friday following the auction. Offeror can offer assistance with the coordination of the pickup of merchandise by remitting all paid invoices within seven (7) business days to the university and channeling any communication regarding pick up of merchandise to the Virginia Tech Surplus Property Department.
- I. The University will cooperate with any shipping or freight service offered and managed through Offeror's services direct to the buyers as long as the arranged shipper or freight

company takes full responsibility for pickup and packaging of the items with no additional services needed or provided by the University Surplus Department. The University's Gross and Net proceeds shall not be affected by any offering of shipping or freight services by the Offeror to the buyers.

- J. Offeror will be required to advertise the University's Auction just as the offeror advertises their other auctions. The selected Offeror is responsible for all their advertising costs. The University will also advertise the auction through its website and normal communication channels and will be responsible for its advertising costs. Offeror's marketing and advertising costs may not be deducted from gross or net sales proceeds.
- K. All reports shall provide management and sale reports and make them electronically available in Microsoft Excel.
- L. In the event of non-payment by a buyer, said buyer shall be subject to suspension from all future auctions conducted by the offeror for Virginia Tech.

VII. PROPOSAL PREPARATION AND SUBMISSION:

A. Specific Requirements

Proposals should be as thorough and detailed as possible so that Virginia Tech may properly evaluate your capabilities to provide the required goods or services. Offerors are required to submit the following information/items as a complete proposal:

- 1. Provide your company's background, history and volume of online auction experience.
- 2. Provide company's online bidding system.
 - A. Include a detailed description of your online auction system including screenshots or providing a link to view a demo of the product.
- 3. Implementation Plan:
 - A. Describe how you will register bidders and track results of multiple auction bidding events that end simultaneously or separately.
 - B. Describe how you will provide online security and identify protection.
 - C. Describe your normal terms and conditions of sale to buyers.
 - D. Describe how you will remedy and discourage delinquent buyers.
 - E. Describe the size and demographics of your buyers list and why you feel it would benefit the University if you were the selected Offeror.
 - F. Describe how you will recruit and register new buyers for online auctions of University Surplus property.
 - G. Describe how you will ensure accurate information on sales receipts.
 - H. Describe how you will generate highest available sales prices for items.

- I. Describe how you will collect payment and ensure against fraudulent transactions on the part of the bidders.
4. Quality Control Plan:
 - A. Provide details on your procedures to monitor the quality of services.
 - B. Describe details on methods used to monitor, identify and correct deficiencies in the quality of service provided and impact on the auction services being provided.
 - C. Describe how you will ensure a secure and reliable online presence during an auction, and what contingencies you have in place should a major technical problem disrupts an auction.
 - D. Describe how you will ensure that you will not have server failures occur in the course of the online auction. Include contingencies and redundancies in your technology plan.
 5. Default by High Bidders:
 - A. Describe your company's policies and procedures in the case of defaults by the highest successful bidder after close of sale.
 - B. Describe techniques that your company employs to discourage highest successful bidders from defaulting on commitment to buy an item after close of sale.
 6. Reports and Project Control:
 - A. Describe your firm's abilities to provide the following reports:
 1. Annual Sales Report – shall be provided to Virginia Tech following the end of each fiscal year (June 30).
 2. Marketing Reports – an advertising breakdown showing publication circulation or other means to support the auction as a publicly provided auction.
 3. Auction Reports – a complete computerized listing of the initial sales results within one (1) hour from the close of each sale.
 4. Final Auction Reports – a complete computerized listing of all complete sales reports within twenty-four (24) hours of the close of each sale.
 5. Reconciled Auction Reports – a complete and reconciled auction report submitted no later than seven (7) business days from the close of each sale. This report should report the following:
 - a. Number of lots sold
 - b. List of selling prices by lot number and lot description
 - c. Total Sales
 - d. Bidder List
 - e. Bidder Total
 - f. Any technical or other problems that may have been interfered with conduct of the auction
 - g. Other information that may be requested

6. Quarterly bank account statements – showing the complete and reconciled disbursement of the account used to collect auction sale proceeds.
7. Submission of Commission Rate Proposal (See Attachment D – Submission Template)
8. Participation of Small, Women-owned and Minority-owned Business (SWAM) Business:

If your business cannot be classified as SWaM, describe your plan for utilizing SWaM subcontractors if awarded a contract. Describe your ability to provide reporting on SWaM subcontracting spend when requested. If your firm or any business that you plan to subcontract with can be classified as SWaM, but has not been certified by the Virginia Department of Small Business and Supplier Diversity (SBSD), it is expected that the certification process will be initiated no later than the time of the award. If your firm is currently certified, you agree to maintain your certification for the life of the contract. For assistance with SWaM certification, visit the SBSB website at <http://www.sbsd.virginia.gov/>
9. The return of the Submission Instruction page and addenda, if any, signed and filled out as required.

B. General Requirements

1. RFP Response: In order to be considered for selection, Offerors shall submit a complete response to this RFP to include;

- A. **One (1) electronic document** in WORD format or searchable PDF of the entire proposal as one document, INCLUDING ALL ATTACHMENTS must be uploaded through the Virginia Tech online submission portal. Refer to page 2 for instructions.

Any proprietary information should be clearly marked in accordance with 2.d. below.

- B. Should the proposal contain **proprietary information**, provide **one (1) redacted electronic copy** of the proposal and attachments **with proprietary portions removed or blacked out**. This redacted copy should follow the same upload procedures as described on Page 1 of this RFP. This redacted copy should be clearly marked “*Redacted Copy*” within the name of the document. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable. Virginia Tech shall not be responsible for the Contractor’s failure to exclude proprietary information from this redacted copy.

No other distribution of the proposals shall be made by the Offeror.

2. Proposal Preparation:

- a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in Virginia Tech requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by Virginia Tech at its discretion. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

- b. Proposals should be prepared simply and economically providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
 - c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
 - d. Ownership of all data, material and documentation originated and prepared for Virginia Tech pursuant to the RFP shall belong exclusively to Virginia Tech and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, to prevent disclosure the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other materials is submitted. The written request must specifically identify the data or other materials to be protected and state the reasons why protection is necessary. –The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.
2. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to Virginia Tech.—This will provide an opportunity for the Offeror to clarify or elaborate on the proposal but will in no way change the original proposal. Virginia Tech will schedule the time and location of these presentations. Oral presentations are an option of Virginia Tech and may not be conducted. Therefore, proposals should be complete.

VIII. SELECTION CRITERIA AND AWARD:

A. Selection Criteria

Proposals will be evaluated by Virginia Tech using the following:

<u>Criteria</u>	<u>Maximum Point Value</u>
1. Quality of products/services offered and suitability for the intended purposes	30
2. Qualifications and experiences of Offeror in providing	20

the goods/services

3. Specific plans or methodology to be used to provide the Services	20
4. Cost (or Price)	20
5. Participation of Small, Women-Owned and Minority (SWAM) Business	10
Total	100

B. Award

Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposal, including price, if so stated in the Request for Proposal. Negotiations shall then be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, Virginia Tech shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. Virginia Tech may cancel this Request for Proposal or reject proposals at any time prior to an award. Should Virginia Tech determine in writing and in its sole discretion that only one offeror has made the best proposal, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of this solicitation and the Contractor's proposal as negotiated.

Virginia Tech reserves the right to award multiple contracts as a result of this solicitation.

IX. INVOICES:

Invoices for goods or services provided under any contract resulting from this solicitation shall be submitted by email to vtinvoices@vt.edu or by mail to:

Virginia Polytechnic Institute and State University (Virginia Tech)
 Accounts Payable
 North End Center, Suite 3300
 300 Turner Street NW
 Blacksburg, Virginia 24061

X. METHOD OF PAYMENT:

Virginia Tech will authorize payment to the contractor as negotiated in any resulting contract from the aforementioned Request for Proposal.

Payment can be expedited through the use of the Wells One AP Control Payment System. Virginia Tech strongly encourages participation in this program. For more information on this program please refer to Virginia Tech's Procurement website: <http://www.procurement.vt.edu/vendor/wellsone.html> or contact the procurement officer identified in the RFP.

XI. ADDENDUM:

Any **ADDENDUM** issued for this solicitation may be accessed at <http://www.apps.vpfin.vt.edu/html.docs/bids.php>. Since a paper copy of the addendum will not be mailed to you, we encourage you to check the web site regularly.

XII. COMMUNICATIONS:

Communications regarding this solicitation shall be formal from the date of issue, until either a Contractor has been selected or the Procurement Department rejects all proposals. Formal communications will be directed to the procurement officer listed on this solicitation. Informal communications, including but not limited to request for information, comments or speculations regarding this solicitation to any University employee other than a Procurement Department representative may result in the offending Offeror's proposal being rejected.

XIII. CONTROLLING VERSION OF SOLICITATION:

The posted version of the solicitation and any addenda issued by Virginia Tech Procurement Services is the mandatory controlling version of the document. Any modification of/or additions to the solicitation by the Offeror shall not modify the official version of the solicitation issued by Virginia Tech Procurement Services. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, Virginia Tech reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

XIV. TERMS AND CONDITIONS:

This solicitation and any resulting contract/purchase order shall be governed by the attached terms and conditions, see Attachment A.

XV. CONTRACT ADMINISTRATION:

- A. Ron Barrett, Assistant Director for Surplus Property at Virginia Tech or their designee, shall be identified as the Contract Administrator and shall use all powers under the contract to enforce its faithful performance.
- B. The Contract Administrator, or their designee, shall determine the amount, quantity, acceptability, fitness of all aspects of the services and shall decide all other questions in connection with the services. The Contract Administrator, or their designee, shall not have authority to approve changes in the services which alter the concept or which call for an extension of time for this contract. Any modifications made must be authorized by the Virginia Tech Procurement Department through a written amendment to the contract.

XVI. ATTACHMENTS:

Attachment A - Terms and Conditions
Attachment B - Commission Rate Proposal

ATTACHMENT A
TERMS AND CONDITIONS

RFP GENERAL TERMS AND CONDITIONS

See:

https://www.procurement.vt.edu/content/dam/procurement_vt_edu/docs/terms/GTC_RFP_02182022.pdf

ADDITIONAL TERMS AND CONDITIONS

1. **ADDITIONAL GOODS AND SERVICES:** The University may acquire other goods or services that the supplier provides other than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services newly introduced during the term of the Agreement.
2. **AUDIT:** The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. Virginia Tech, its authorized agents, and/or the State auditors shall have full access and the right to examine any of said materials during said period.
3. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that Virginia Tech shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
4. **CANCELLATION OF CONTRACT:** Virginia Tech reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
5. **CONTRACT DOCUMENTS:** The contract entered into by the parties shall consist of the Request for Proposal including all modifications thereof, the proposal submitted by the Contractor, the written results of negotiations, the Commonwealth Standard Contract Form, all of which shall be referred to collectively as the Contract Documents.
6. **IDENTIFICATION OF PROPOSAL:** Virginia Tech will only be accepting electronic submission of proposals. All submissions must be submitted to [the Virginia Tech online submission portal](#). Upon completion you will be directed to your Submission Receipt. Virginia Tech will not confirm receipt of proposals. It is the responsibility of the offeror to make sure their proposal is delivered on time. **Attachments must be smaller than 50MB in order to be received by the University.** Proposals may **NOT** be hand delivered to the Procurement Office.
7. **NOTICES:** Any notices to be given by either party to the other pursuant to any contract resulting from this solicitation shall be in writing via email.
8. **SEVERAL LIABILITY:** Virginia Tech will be severally liable to the extent of its purchases made against any contract resulting from this solicitation. Applicable entities described herein will be severally liable to the extent of their purchases made against any contract resulting from this solicitation.

- 9. CLOUD OR WEB HOSTED SOFTWARE SOLUTIONS:** For agreements involving Cloud-based Web-hosted software/applications refer to link for additional terms and conditions: http://www.ita.vt.edu/purchasing/VT_Cloud_Data_Protection_Addendum_final03102017.pdf
- 10. ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this solicitation, no indication of such sales or services to Virginia Tech will be used in product literature or advertising. The contractor shall not state in any of the advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
- 11. CRIMINAL CONVICTION CHECKS:** All criminal conviction checks must be concluded before the Contractor's employees gaining access to the Virginia Tech Campus. Employees who have separated employment from Contractor shall undergo another background check before re-gaining access to the Virginia Tech campus. Contractor shall ensure subcontractors conduct similar background checks. All criminal conviction checks will normally include a review of the individual's records to include Social Security Number Search, Credit Report (if related to potential job duties), Criminal Records Search (any misdemeanor convictions and/or felony convictions are reported) in all states in which the employee has lived or worked over the past seven years, and the National Sex Offender Registry. In addition, the Global Watch list (maintained by the Office of Foreign Assets Control of The US Department of Treasury) should be reviewed. Virginia Tech reserves the right to audit a contractor's background check process at any time. All employees must self-disclose any criminal conviction(s) occurring while assigned to the Virginia Tech campus. Such disclosure shall be made to Contractor, which in turn shall notify the designated Virginia Tech contract administrator within 5 days. If, any time during the term of the contract, Virginia Tech discovers an employee has a conviction which raises concerns about university buildings, property, systems, or security, the contractor shall remove that employee's access to the Virginia Tech campus, unless Virginia Tech consents to such access in writing. Failure to comply with the terms of this provision may result in the termination of the contract.
- The University has an awarded contract with a service provider for criminal conviction screening and background checks. The University prefers this vendor be utilized by the Contractor to comply with the contractual obligations and University Policy 4060.
 - If Contractor chooses to utilize a different firm than the university's preferred provider, the Contractor's selected service provider shall be pre-approved by the Virginia Tech Police department as an acceptable service provider for criminal conviction and background checks to ensure that firm's service levels meet the requirements of University Policy 4060.
 - If a Contractor chooses to utilize a different firm than the university's preferred provider, a five-day hold will be required before placement of employees deemed by the Contractor to meet all of the requirements of the University including a clean background check. Contractor shall provide the University with the name, date of birth and the last four digits of the social security number of all individual(s) to be placed in a temporary position under this contract. The University reserves the right to conduct its own background check process during this hold period.
- 12. INSURANCE:** By signing and submitting a Proposal/Bid under this solicitation, the offeror/bidder certifies that if awarded the contract, it will have the following insurance coverages at the time the work commences. Additionally, it will maintain these during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.
During the period of the contract, Virginia Tech reserves the right to require the contractor to furnish certificates of insurance for the coverage required.
INSURANCE COVERAGES AND LIMITS REQUIRED:
- Worker's Compensation - Statutory requirements and benefits.
 - Employers Liability - \$100,000.00
 - General Liability - \$2,000,000.00 combined single limit. Virginia Tech and the Commonwealth of Virginia shall be named as an additional insured with respect to goods/services being procured. This coverage is to include Premises/Operations Liability, Products and Completed Operations Coverage,

Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability.

D. Automobile Liability - \$500,000.00

E. Builders Risk – For all renovation and new construction projects under \$100,000 Virginia Tech will provide All Risk – Builders Risk Insurance. For all renovation contracts, and new construction from \$100,000 up to \$500,000 the contractor will be required to provide All Risk – Builders Risk Insurance in the amount of the contract and name Virginia Tech as additional insured. All insurance verifications of insurance will be through a valid insurance certificate.

F. The contractor agrees to be responsible for, indemnify, defend and hold harmless Virginia Tech, its officers, agents and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen to occur in connection with and during the performance of the contract, including but not limited to claims under the Worker's Compensation Act. The contractor agrees that it will, at all times, after the completion of the work, be responsible for, indemnify, defend and hold harmless Virginia Tech, its officers, agents and employees from all liabilities resulting from bodily or mental injury or property damage directly or indirectly arising out of the performance or nonperformance of the contract.

- 13. LICENSE TO USE VIRGINIA TECH LICENSED INDICIA:** By signing and submitting this Proposal/Bid, the offeror/bidder agrees that if it is awarded a purchase order/contract as a result of this solicitation, it will follow the procedures outlined by Virginia Tech's Licensing and Trademarks Administration to become a licensed vendor authorized to use Virginia Tech licensed trademarks indicia identified in the solicitation and to follow all procedures for submitting artwork for product for approval prior to producing any product with Virginia Tech indicia. As a licensed vendor, the offeror/bidder will be required to pay the university's standard royalty rate for similarly licensed vendors. *More information on the licensing process and application can be found at: <http://clc.com/Licensing-Info.aspx>.*
- 14. SIDEWALK POLICY:** Driving on sidewalks is allowed when there is no other way to get a needed vehicle to a designated place or building on campus. The vehicle operator shall be made aware that extreme caution shall be used to operate the vehicle in a way that will not be a hazard or hindrance to pedestrians using the walk. The contractor shall be responsible for any damage to turf and anything that is located adjacent to the walk. Parking an unattended vehicle on a sidewalk is strictly prohibited by State Law. The contractor is allowed to park a vehicle on a sidewalk if there is no other way to perform necessary work. The procedure to obtain a permit to operate a vehicle on sidewalks is the same as for the turf as outlined in Turf Policy. Any vehicle parked illegally on sidewalks shall be subject to ticketing, fines and towing if necessary.
- 15. SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of Virginia Tech. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish Virginia Tech the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by his subcontractor(s) and shall assure compliance with all requirements of the contract.
- 16. TURF POLICY:** Parking or driving on campus turf or sidewalk is strictly prohibited, except as specifically directed or otherwise allowed by the Physical Plant Grounds Department. In this case, a turf permit must be obtained from Virginia Tech Parking Services and displayed by the vehicle. Turf parking is not allowed under the canopy of any tree on campus. Any vehicle parked illegally on turf or sidewalks shall be subject to ticketing and fines.



VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY
PROCUREMENT DEPARTMENT

ADDENDUM NO. 1

DATE: April 2, 2024
TO: All Offerors
FROM: Angela Caldwell, Contracting Officer
TOTAL PAGE(S): 2 pages (not including attachments)
SOLICITATION TITLE: Online Auction Services for Disposition of University Surplus Property
SOLICITATION NUMBER: 71412413

I. CLARIFICATIONS AND ADDITIONAL INFORMATION

NONE

II. REQUESTS FOR INFORMATION

1. Could you share any feedback on the services provided by Matthews Auctioneers, particularly what aspects were most valued by Virginia Tech?

Virginia Tech Response: Displaying our list & pictures on their platform. Collection of money and dealing with defaults & non-payments. Timely invoicing is of paramount importance.

2. Thank you for including the last 4 years of volume sold. Can you provide more details on the types of surplus property typically auctioned? Are there special considerations for certain types of surplus property?

Virginia Tech Response: Please look at "[past auctions](#)" on the Matthews site to get a feel for what we typically have listed. There are on occasions some items that will have a reserve or will be set for approval. Auctioneer service will be informed of these in the advance. We may ask for some items to start at a higher dollar amount as well.

3. What is Virginia Tech's preferred schedule for conducting these auctions?

Virginia Tech Response: 10 auctions a year. They are held on the second Thursday of each month for the exception of Nov. & Jan. On occasions, we may wish to hold an off-site auction at on of the VT locations throughout the state.

4. Beyond the stated requirements, how does Virginia Tech envision the vendor's role in promoting the auctions?

Virginia Tech Response: Please use your company's website. AuctionZip has been utilized previously, and similar platforms of considerable reach shall be sought and considered. Email blasts have also been successful.

5. Can you provide specifics on the vendor's expected role in coordinating item pickup and shipping?

Virginia Tech Response: Auctioneer gets us the receipts via email Friday morning after the sale. Load out days and times are listed on the site. We do not participate in prepping or shipping in any way. Buyer has to arrange shipping if they need it.

6. Page 4, Section VI.B – Would the University be interested in the Awarded Vendor taking pictures and creating descriptions for surplus auction items?

Virginia Tech Response: We currently take the pictures now but if vendor put that in as part of their proposal, we would look into it.

7. Page 5, Section VI.G – Would using a national bank that has local branches in Virginia meet the requirement of “an FDIC insured bank located within the Commonwealth of Virginia?”

Virginia Tech Response: Yes, as long as the bank is located within the Commonwealth of Virginia.

8. Page 6, Section VII.3.E – Can Virginia Tech please expand on what type of information they are wanting for “demographics of buyers list?”

Virginia Tech Response: How big is your list. Do you have a large email list, lot of followers, number of views per auction, etc.

9. How many auctions per year does the University wish to sell in?

Virginia Tech Response: 10 per year with the ability to have off-site auctions if the need arose.

10. Can the University provide an estimate of the type of items to be auctioned under this contract?

- a. What percentage of items are projected to be vehicles/equipment vs. other surplus items (computers, furniture, etc.)?

Virginia Tech Response: Unable to provide this information since we don't manufacture anything. Please reference “past auctions” on the Matthews site to get a feel for what we have done in the past.



BIDCORP
WWW.BIDCORP.COM

Response to
REQUEST FOR PROPOSAL 71412413

for

Online Auction Services for

Disposition of University

Surplus Property

April 15, 2024

Virginia Tech
300 Turner St NW
Blacksburg, VA 24061

Re: RFP for Auction Services

To Whom It May Concern,

Bidcorp.com, Inc. is presenting this response to your request for proposal for online auctioning services for Virginia Tech.

Bidcorp.com, Inc. has been providing successful online governmental auctions for 24 years. We are woman owned, minority owned, and a woman lead Michigan based company with our headquarters in the City of Detroit.

We are pleased to offer cutting-edge technology at the lowest price in the industry for your needs. Our most seasoned staff has been with the company from inception, with the next being with us for 14 years. We are engaged with the primary goal of providing an affordable, safe, and secure arena for our clients to auction surplus items and real property via an online auction. We are proud to say 99% of our auctions posted on Bidcorp.com receive bids and are consummated at or above their reserve price.

To name a few, among the many municipalities we have served, some of our diverse current clients include The State of Michigan, Oakland County, Central Michigan University, Livingston County, Detroit Public Schools, and Huron County Road Commission. We are confident that we meet and will exceed your online auction services requirements outlined in the RFP.

To see what your new online auction store will look like, **we have already created it for you with some test auctions!** Please go to VATech.bidcorp.com and logon with these credentials:

User ID: [REDACTED] and Password: [REDACTED]

In your VATech.bidcorp.com account, click on the videos in the test in your custom Store to see how videos can be custom made.

Sincerely,



President, Bidcorp.com, Inc.
kstepanski@bidcorp.com

[REDACTED]
2512 West Grand Boulevard, Suite 306
Detroit, MI 48208

Bidcorp.com, Inc. is a MI Corporation, FEIN [REDACTED]

Youtube video about Bidcorp.com: <https://www.youtube.com/watch?v=KnjWeKAJ1e8>

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VI. Statement of Needs/Scope

VI. STATEMENT OF NEEDS/SCOPE OF WORK:

- A. The University is seeking a single, experienced online auction service to execute online/internet surplus property auctions for and at no cost to the University.
Bidcorp.com understands and complies.
- B. The University will prepare and sequentially number all lots of items that will be offered for sale and will provide quality pictures of the merchandise and corresponding descriptions to upload to the online platform. The University is willing to upload this information to the online auction platform or provide the raw data for preparation of the online auction in the system by the awarded firm.
Bidcorp.com understands and complies.
- C. Offeror must provide a secure, state of the art online bidding system that has a unique URL in which prospective bidders can register, be pre-approved, place multiple bids and receive electronic communications quickly and efficiently. The online bidding system must also provide seamless functionality to conduct all aspects of online sales, including the adding and removal of lots.
Bidcorp.com understands and complies.
- D. Offeror will be responsible for collection of all winning bids. Offeror must be able to accept and process credit card transactions or other methods of electronic fund transfers with no additional transaction and/or processing fees charged to the university or the bidders. The online platform used must adhere to all industry standards and PCI compliance.
Bidcorp.com understands and complies.

4

Vendor represents and warrants that for the life of the contract and/or while Vendor has possession of University customer cardholder data, the software and services used for processing transactions shall be compliant with standards established by the Payment Card Industry (PCI) Security Standards Council (www.pcisecuritystandards.org). In the case of a third-party application, the application will be listed as PA-DSS compliant at the time of implementation by the University. Vendor acknowledges and agrees that it is responsible for the security of all University customer cardholder data in its possession. Vendor agrees to indemnify and hold University, its officers, employees, and agents, harmless for, from, and against any and all claims, causes of action, suits, judgments, assessments, costs (including reasonable attorneys' fees), and expenses arising out of or relating to any loss of University customer credit card or identity information managed, retained, or maintained by Vendor, including but not limited to fraudulent or unapproved use of such credit card or identity information. Vendor shall, upon written request, furnish proof of compliance with the Payment Card Industry Data Security Standard (PCI DSS) within 10 business days of the request. Vendor agrees that, notwithstanding anything to the contrary in the Agreement or the Addendum, the University may terminate the Agreement immediately without penalty upon notice to the Vendor in the event Vendor fails to maintain compliance with the PCI DSS or fails to maintain the confidentiality or integrity of any cardholder data.

VI. Statement of Needs/Scope

Contractor agrees that if its service provider, "" becomes non-PCI compliant or a Qualified Security Assessor (QSA), or acquiring bank notifies Hi-bid/Auction Flex it is not PCI-compliant, contractor will notify the University within 15 days of this change in status.

Bidcorp.com understands and complies.

Contractor agrees that if its service Provider "Hi-bid/Auction Flex" becomes aware of an unauthorized release or breach of the cardholder data environment, Contractor will notify the university within twenty-four (24) hours. If the discovery of a breach were to occur on a weekend, Virginia Tech has a help-line (540-231-4357) that is available 24 hours a day, 7 days a week for reporting.

Bidcorp.com understands and complies.

- E. Offeror must be prepared to provide to the University a full remittance check representing reconciled net proceeds within fifteen (15) business days. Payment should include a copy of the final auction results and documentation showing that all collected sales tax has been paid in accordance with the Department of Taxation. Only one remittance check per auction will be permitted.
Bidcorp.com understands and complies.
- F. Offeror shall submit copies of all sales receipts no later than 3:00 PM Friday following the auction.
Bidcorp.com understands and complies.
- G. Offeror shall place all gross sales proceeds in an FDIC insured bank located within the Commonwealth of Virginia and such funds must be placed in an account used exclusively for the purpose of retaining the proceeds of the auction until full reconciliation and payment is remitted to the University by the Offeror. Sales funds shall not be co-mingled with Offeror's private funds under any circumstances.
Bidcorp.com understands and complies.
- H. Auction will be advertised for pick up only. Pick Up of merchandise will be coordinated and overseen by the University Surplus Staff. Pickup begins the Saturday following the auction. Receipt's from auction company need to be sent to Surplus no later than 3:00pm the Friday following the auction. Offeror can offer assistance with the coordination of the pickup of merchandise by remitting all paid invoices within seven (7) business days to the university and channeling any communication regarding pick up of merchandise to the Virginia Tech Surplus Property Department.
Bidcorp.com understands and complies.
- I. The University will cooperate with any shipping or freight service offered and managed through Offeror's services direct to the buyers as long as the arranged shipper or freight company takes full responsibility for pickup and packaging of the items with no additional services needed or provided by the University Surplus Department. The University's Gross and Net proceeds shall not be affected by any offering of shipping or freight services by the Offeror to the buyers.

Bidcorp.com understands and complies.

VI. Statement of Needs/Scope

J. Offeror will be required to advertise the University's Auction just as the offeror advertises their other auctions. The selected Offeror is responsible for all their advertising costs. The University will also advertise the auction through its website and normal communication channels and will be responsible for its advertising costs. Offeror's marketing and advertising costs may not be deducted from gross or net sales proceeds.

Bidcorp.com understands and complies

K. All reports shall provide management and sale reports and make them electronically available in Microsoft Excel.

Bidcorp.com understands and complies

L. In the event of non-payment by a buyer, said buyer shall be subject to suspension from all future auctions conducted by the offeror for Virginia Tech.

Bidcorp.com understands and complies

VII.A. (1) Experience providing similar services

Bidcorp.com has been providing online auction services for State and Local governmental agencies since 1999. We embrace the latest technology while consistently providing our services at the lowest cost in the industry. Our online auction software is time tested and trusted.

We currently auction miscellaneous surplus items throughout the entire state of Michigan. Items include but are not limited to real estate, planes, construction equipment, vehicle parts, tools, lawn mowers, automobiles, boats, trucks, trailers, street sweepers, fire trucks, desks, chairs, etc.

Any and all surplus items a government agency may have whether small or big, we've auctioned it all.

A sample of our clients:

- 1) From 1999 through this past year, we held the State of Michigan contract providing surplus goods auction services throughout the entire state of Michigan.
- 2) Since 2009 we have provided Oakland County with auction services for all their surplus items.
- 3) We have assisted MDOT Land Sales providing real estate auction services throughout the state of Michigan.
- 4) We have contracted with the Detroit Public Schools, providing full-service online auction services for public schools throughout the City of Detroit.

To see what your new online auction store will look like, **we have already created it for you with some test auctions!** Please go to VATech.bidcorp.com and logon with these credentials:

User ID: [REDACTED] and Password: [REDACTED]

Samples of real estate and surplus items previously auctioned by Bidcorp.com follow on the next pages:

VII.A. (1) Experience providing similar services

Land Auctions:

The screenshot displays the MDOT auction website interface. At the top, there is a search bar and navigation links. The main heading for the auction is "#67059 | Tract 1610 - (vacant) 64th Street, Byron Township, Kent County, MI". Below this, it states "Sold by MI Dept of Transportation". A large aerial photograph shows the tract outlined in red, with a "1 Image" button below it. To the right of the image, the "Final Bid" is prominently displayed as "\$310,100.00", with "No Reserve" and "34 Bids" noted below. The auction status is "Ended". The start time is "February 16, 2022 at 12:00 PM" and the end time is "March 3, 2022 at 12:20 PM", with a "Snipe Proof: Ending extended" indicator. The page is divided into three columns: "Item Overview" (listing ID #07059, sold by MI Dept of Transportation, vacant land, snipe proof auction, 1,227 page views), "Pricing & Payments" (administrative fee of \$2,500.00, no sales tax, total with taxes and fees is \$312,000.00, payment methods include money order and cashiers check), and "Pick-Up Only" (shipping not available, buyer must pick-up item, item is located in Grandville, MI). A "Description" section provides details about the tract's location and MDOT control section. An "Attachments" section includes a PDF titled "Tract 1610 - Survey - Parcel 221 Pt C.pdf".

VII.A. (1) Experience providing similar services

MDOT
Michigan Department of Transportation

Search Auctions

All Auctions Featured Private New Ending Closed Locations Categories About Help All Stores

#64021 | Tract 1463 - (vacant) Orchard Lake Road, West Bloomfield Township, Oakland County, MI

Sold by MI Dept of Transportation

Final Bid:
\$695,100.00
No Reserve 30 Bids

Ended

Start Time: March 24, 2021 at 12:00 PM
End Time: April 7, 2021 at 12:00 PM
Snipe Proof: May be extended

Item Overview

- Listing ID #64021
- Sold by MI Dept of Transportation
- Posted under Vacant Land
- This is a snipe proof auction
- 753 page views

Pricing & Payments

- Administrative Fee of \$2,500.00
- There is no sales tax on this item
- Total with taxes + fees is \$697,600.00
- Payment methods include Money Order, Cashiers Check

** Total above reflects the current bid only*

Pick-Up Only

- Shipping not available
- Buyer must pick-up item
- Item's pick-up address is (vacant) Orchard Lake Road West Bloomfield Township, MI 48322

Description

Tract 1463 is located at (vacant) Orchard Lake Road, West Bloomfield Township, Oakland County, Michigan.

MDOT Control Section 63082, Parcel 23; Property Tax ID: [REDACTED]

The tract is more or less rectangular in shape and contains 2.72 acres +/-, subject to an existing 0.00 acre +/- easement granted to the Oakland County Water Resource Commissioner. The easement runs east-west across the northern edge of the tract.

Please post any questions regarding the property at the end of the auction page.

Attachments

- Tract 1463 - serial parcel map.pdf
Tract 1463 - Aerial Parcel Map

VII.A. (1) Experience providing similar services

#62895 | Tract 1541 - (vacant) Dixie Hwy, Waterford Twp, Oakland County, Michigan

Relisted

Sold by MI Dept of Transportation

Final Bid:

\$58,900.00

No Reserve 128 Bids

Ended

Start Time: November 13, 2020 at 12:00 PM

End Time: November 23, 2020 at 2:20 PM

Snipe Proof: Ending extended V

Item Overview

- # Listing ID #02895
- 🏠 Sold by MI Dept of Transportation
- 📄 Posted under Vacant Land
- 🔒 This is a snipe proof auction V
- 👁 712 page views

Pricing & Payments

- 📄 Administrative Fee of 2% (\$1,178.00)
- 📄 There is no sales tax on this item
- 📄 Total with taxes + fees is \$60,078.00
- 📄 Payment methods include **Money Order, Cashiers Check**

*Total above reflects the current bid only

Pick-Up Only

- 🚚 Shipping **not available**
- 👤 Buyer must pick-up item
- 📍 Item is located in **Waterford Twp, MI**

Description

Tract 1541 is located at (vacant) 4202 Dixie Highway, Waterford Township, Oakland County, Michigan.

MDOT Control Section 63303, Parcel 200 Pt A; Property Tax ID: [REDACTED]

The tract is zoned C2, Small Business and is located along the shores of the Clinton River (aka Loon Lake) with approximately 242 feet of road frontage. The site is partially cleared and partially wooded. See attached survey for more details.

No permanent structure of any kind can be built that encroaches upon the easement area.

Bidders should make their own inquiries with Waterford Township regarding allowable uses and any zoning or permit requirements. The Michigan Department of Transportation makes no representations, warranties, or claims, expressed or implied, as to fitness for purpose or conditions on the ground. The successful bidder agrees to accept the property in its "as-is" condition.

Attachments

- 📄 [Tract 1541 aerial parcel map.pdf](#)
Tract 1541 aerial parcel map

VII.A. (1) Experience providing similar services

Vehicle Auctions:

#73071 | 2016 Ford F250SD 4DR 4WD Pickup Truck 158,365 Miles S6739
Sold by MiBid Internet Auctions

Final Bid:
\$15,001.00
No Reserve 43 Bids

Ended

Start Time: September 12, 2023 at 8:25 AM

End Time: September 19, 2023 at 8:45 AM
Snipe Proof: Ending extended

Item Overview

- # Listing ID #73071
- Sold by MiBid Internet Auctions
- Posted under [Passenger Vehicles](#)
- This is a **snipe proof** auction
- 1,013 page views

Pricing & Payments

- Item surcharge of 3% (\$450.03)
- Sales tax of 6% (\$927.06)
- Total with taxes + fees is \$10,378.09
- Payment methods include **Money Order, Cashiers Check, Visa / Mastercard, Discover, Cash**

*Total above reflects the current bid only


Pick-Up Only

- Shipping not available**
- Buyer must pick-up item no later than **September 25 at 3:00PM**
- Item's pick-up address is **3111 W. St. Joseph Street, Building 600 Lansing, MI 48917**

VII.A. (1) Experience providing similar services

#72689 | Tow Out 2017 BMW R1200 RTP Police Motorcycle 34,854 Miles S8504

Sold by MiBid Internet Auctions




Final Bid: **\$4,200.00**
No Reserve 23 Bids

Ended

Start Time: August 5, 2023 at 8:05 AM

End Time: August 14, 2023 at 8:05 AM
Snipe Proof: May be extended



Item Overview

- Listing ID #72689
- Sold by MiBid Internet Auctions
- Posted under Motorcycles
- This is a snipe proof auction
- 731 page views

Pricing & Payments

- Item surcharge of 3% (\$126.00)
- Sales tax of 0% (\$259.50)
- Total with taxes + fees is \$4,585.50
- Payment methods include Money Order, Cashiers Check, Visa / Mastercard, Discover, Cash

* Total above reflects the current bid only

Pick-Up Only

- Shipping not available
- Buyer must pick-up item no later than August 18 at 3:00PM
- Item's pick-up address is 3111 W. St. Joseph Street, Building 000 Lansing, MI 48917

Announcement

Welcome to MiBid, the State of Michigan's online auction site!

Beginning Wednesday, Oct. 4, the State of Michigan surplus program will move to a new online location. Please visit Michigan.gov/Surplus for more information.

Appointments are required for inspection, payment, and pick-up of all MiBid items. Please contact our office at 517-241-4859 to schedule an appointment.


Payment for auctions must be made in the form of cash (exact amount), Cashier's check, Certified check, Money Order, Visa, MasterCard, or Discover. All checks must be made payable to the State of Michigan. State Surplus no longer accepts personal checks, business checks, or credit card checks of any kind.

Please review the [MiBid Terms & Conditions](#) before placing a bid. Be sure your account stays in good standing by abiding to posted removal dates and times listed for each auction.

VII.A. (1) Experience providing similar services

#73023 | 2010 Chevrolet Impala 4DR FWD Sedan 50,348 Miles M9354

Sold by MiBid Internet Auctions

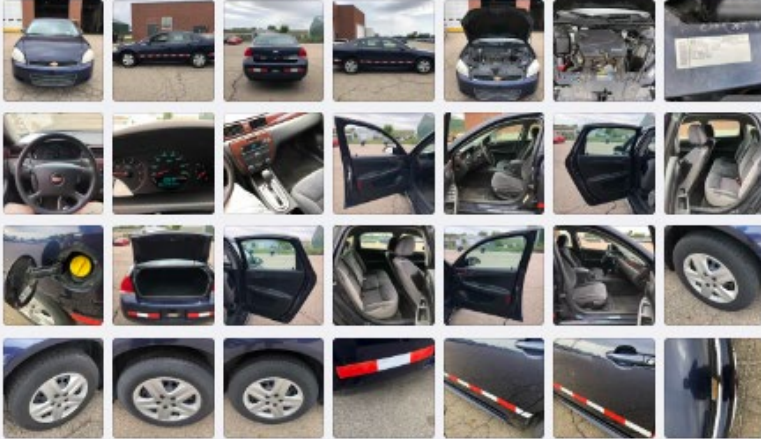


Final Bid: **\$6,800.00**
No Reserve 31 Bids

Ended

Start Time: September 6, 2023 at 8:20 AM

End Time: September 13, 2023 at 8:20 AM
Snipe Proof: May be extended



Item Overview

- Listing ID #73023
- Sold by MiBid Internet Auctions
- Posted under Passenger Vehicles
- This is a snipe proof auction
- 1,000 page views

Pricing & Payments

- Item surcharge of 3% (\$204.00)
- Sales tax of 6% (\$420.24)
- Total with taxes + fees is \$7,424.24
- Payment methods include Money Order, Cashiers Check, Visa / Mastercard, Discover, Cash

** Total above reflects the current bid only*

Pick-Up Only

- Shipping not available
- Buyer must pick-up item no later than September 19 at 3:00PM
- Item's pick-up address is 3111 W. St. Joseph Street, Building 000 Lansing, MI 48917

Announcement

Welcome to MiBid, the State of Michigan's online auction site!

Beginning Wednesday, Oct. 4, the State of Michigan surplus program will move to a new online location. Please visit Michigan.gov/Surplus for more information.

Appointments are required for inspection, payment, and pick-up of all MiBid items. Please contact our office at 517-241-4839 to schedule an appointment.

VII.A. (1) Experience providing similar services

Other Auctions:

The screenshot shows the MiBid website interface. At the top, there is a search bar and navigation links. The main content area features a large image of a silver aluminum canoe with the identification number 'MC6441TA' and '10' on its side. To the right of the image, the auction details are displayed: 'Final Bid: \$255.00', 'No Reserve', and '17 Bids'. Below this, the status is 'Ended'. The start and end times are listed as September 1, 2023 at 8:20 AM and September 8, 2023 at 8:20 AM, respectively. A 'Snipe Proof' indicator is also present. Below the main image are five smaller thumbnail images showing different views of the canoe. The page is divided into three columns: 'Item Overview', 'Pricing & Payments', and 'Pick-Up Only'. The 'Item Overview' section lists the listing ID (#72990), the seller (MiBid Internet Auctions), the posting method (Boosting), and the snipe proof status. The 'Pricing & Payments' section details the item surcharge (\$7.65), sales tax (\$15.70), and the total amount (\$278.41). The 'Pick-Up Only' section states that shipping is not available and provides the pick-up address in Lansing, MI. At the bottom, there is an 'Announcement' section with a welcome message and information about the State of Michigan surplus program moving to a new online location.

#72990 | Mich Craft Aluminum Canoe
Sold by MiBid Internet Auctions

Final Bid:
\$255.00
No Reserve 17 Bids

Ended

Start Time: September 1, 2023 at 8:20 AM
End Time: September 8, 2023 at 8:20 AM
Snipe Proof: May be extended

Item Overview

- Listing ID #72990
- Sold by MiBid Internet Auctions
- Posted under Boosting
- This is a snipe proof auction
- 328 page views

Pricing & Payments

- Item surcharge of 3% (\$7.65)
- Sales tax of 6% (\$15.70)
- Total with taxes + fees is \$278.41
- Payment methods include Money Order, Cashiers Check, Visa / Mastercard, Discover, Cash

**Total above reflects the current bid only*

Pick-Up Only

- Shipping not available
- Buyer must pick-up item no later than September 14 at 3:00PM
- Item's pick-up address is 2111 W. St. Joseph Street, Building 000 Lansing, MI 48917

Announcement

Welcome to MiBid, the State of Michigan's online auction site!


Beginning Wednesday, Oct. 4, the State of Michigan surplus program will move to a new online location. Please visit Michigan.gov/Surplus for more information.

Appointments are required for inspection, payment, and pick-up of all MiBid items. Please contact our office at 517-241-4859 to schedule an appointment.

Payment for auctions must be made in the form of cash (exact amount), Cashier's check, Certified check, Money Order, Visa, MasterCard, or Discover. All checks must be made payable to the State of Michigan. State Surplus no longer accepts personal checks, business checks, or credit card checks of any kind.

Please review the [MiBid Terms & Conditions](#) before placing a bid. Be sure your account stays in good standing by abiding to posted removal dates and times listed for each auction.


VII.A. (1) Experience providing similar services



[All Auctions](#) [Featured](#) [Private](#) [New](#) [Ending](#) [Closed](#) [Locations](#) [Categories](#) [About](#) [Help](#) [All Stores](#)

#71694 | 2009 Lund Alaskan Aluminum V-Bottom Boat (MC4728)

Sold by MiBid Internet Auctions



26 Images

- f
- Twitter
- G+
- p
- in
- Share
- Print

Final Bid:
\$8,306.00
No Reserve 45 bids

Ended

Start Time: May 5, 2023 at 8:00 AM

End Time: May 12, 2023 at 8:45 AM
Snipe Proof: Ending extended

Item Overview

- # Listing ID #71694
- Sold by MiBid Internet Auctions
- Posted under Boating
- This is a snipe proof auction
- 1,816 page views

Pricing & Payments

- Item surcharge of 3% (\$249.18)
- Sales tax of 0% (\$513.31)
- Total with taxes + fees is \$9,068.49
- Payment methods include Money Order, Cashiers Check, Visa / Mastercard, Discover, Cash

* Total above reflects the current bid only



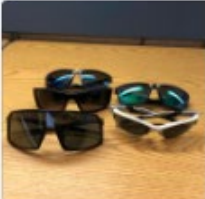





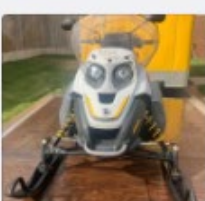





Pick-Up Only

- Shipping not available
- Buyer must pick-up item no later than May 18 at 3:00PM
- Item's pick-up address is 3111 W. St. Joseph Street, Building 600 Lansing, MI 48917

VII.A. (1) Experience providing similar services

The screenshot shows the MiBid website interface for an auction of two LG 42in Plasma TVs. The page includes a navigation bar with categories like 'All Auctions', 'Featured', 'Private', 'New', 'Ending', 'Closed', 'Locations', and 'Categories'. The main content area features a large image of the two TVs, a grid of 15 smaller images, and a sidebar with social media icons. The auction details on the right show a final bid of \$116.00, 'No Reserve', and '27 Bids'. The status is 'Ended', with a start time of August 2, 2023 at 8:00 AM and an end time of August 9, 2023 at 8:10 AM. Below the images, there are three columns: 'Item Overview' (listing ID #72640, sold by MiBid Internet Auctions, posted under Electronics, snipe proof auction, 159 page views), 'Pricing & Payments' (item surcharge of 3% (\$3.48), sales tax of 6% (\$7.17), total with taxes + fees is \$126.65, payment methods include Money Order, Cashiers Check, Visa / Mastercard, Discover, Cash), and 'Pick-Up Only' (shipping not available, buyer must pick-up item no later than August 15 at 3:00PM, item's pick-up address is 3111 W. St. Joseph Street, Building 000 Lansing, MI 48917). At the bottom, an 'Announcement' section contains a welcome message and a notice about the State of Michigan surplus program moving to a new online location on Wednesday, Oct. 4.

VII.A. (1) Experience providing similar services

	<p>Two Cub Cadet Push Mowers </p> <table border="1"> <thead> <tr> <th>Status:</th> <th>Listing ID:</th> <th>Current Bid:</th> <th>Bids:</th> <th>End Time:</th> </tr> </thead> <tbody> <tr> <td>ENDED</td> <td>#72511</td> <td>\$300.00</td> <td>19</td> <td>Jul 28, 2023 at 8:00 AM</td> </tr> </tbody> </table>	Status:	Listing ID:	Current Bid:	Bids:	End Time:	ENDED	#72511	\$300.00	19	Jul 28, 2023 at 8:00 AM
Status:	Listing ID:	Current Bid:	Bids:	End Time:							
ENDED	#72511	\$300.00	19	Jul 28, 2023 at 8:00 AM							
	<p>Five (5) Pairs of Oakley Sunglasses </p> <table border="1"> <thead> <tr> <th>Status:</th> <th>Listing ID:</th> <th>Current Bid:</th> <th>Bids:</th> <th>End Time:</th> </tr> </thead> <tbody> <tr> <td>ENDED</td> <td>#72322</td> <td>\$56.00</td> <td>2</td> <td>Jul 28, 2023 at 8:00 AM</td> </tr> </tbody> </table>	Status:	Listing ID:	Current Bid:	Bids:	End Time:	ENDED	#72322	\$56.00	2	Jul 28, 2023 at 8:00 AM
Status:	Listing ID:	Current Bid:	Bids:	End Time:							
ENDED	#72322	\$56.00	2	Jul 28, 2023 at 8:00 AM							
	<p>1985 Dynaweld 32TE 8-Wheel Tandem Axle Trailer (098990) </p> <table border="1"> <thead> <tr> <th>Status:</th> <th>Listing ID:</th> <th>Current Bid:</th> <th>Bids:</th> <th>End Time:</th> </tr> </thead> <tbody> <tr> <td>ENDED</td> <td>#72474</td> <td>\$4,400.00</td> <td>31</td> <td>Jul 27, 2023 at 8:35 AM</td> </tr> </tbody> </table>	Status:	Listing ID:	Current Bid:	Bids:	End Time:	ENDED	#72474	\$4,400.00	31	Jul 27, 2023 at 8:35 AM
Status:	Listing ID:	Current Bid:	Bids:	End Time:							
ENDED	#72474	\$4,400.00	31	Jul 27, 2023 at 8:35 AM							
	<p>One Pallet of Automotive Seats and Consoles </p> <table border="1"> <thead> <tr> <th>Status:</th> <th>Listing ID:</th> <th>Current Bid:</th> <th>Bids:</th> <th>End Time:</th> </tr> </thead> <tbody> <tr> <td>ENDED</td> <td>#72472</td> <td>\$76.00</td> <td>10</td> <td>Jul 27, 2023 at 8:20 AM</td> </tr> </tbody> </table>	Status:	Listing ID:	Current Bid:	Bids:	End Time:	ENDED	#72472	\$76.00	10	Jul 27, 2023 at 8:20 AM
Status:	Listing ID:	Current Bid:	Bids:	End Time:							
ENDED	#72472	\$76.00	10	Jul 27, 2023 at 8:20 AM							
	<p>2007 V-800 Legend Touring Snowmobile Offsite: (Benzie County)-Beulah, MI </p> <table border="1"> <thead> <tr> <th>Status:</th> <th>Listing ID:</th> <th>Current Bid:</th> <th>Bids:</th> <th>End Time:</th> </tr> </thead> <tbody> <tr> <td>ENDED</td> <td>#72455</td> <td>\$2,025.00</td> <td>24</td> <td>Jul 27, 2023 at 8:15 AM</td> </tr> </tbody> </table>	Status:	Listing ID:	Current Bid:	Bids:	End Time:	ENDED	#72455	\$2,025.00	24	Jul 27, 2023 at 8:15 AM
Status:	Listing ID:	Current Bid:	Bids:	End Time:							
ENDED	#72455	\$2,025.00	24	Jul 27, 2023 at 8:15 AM							
	<p>Two Pallets of Used Vehicle Gun Racks/Mounts </p> <table border="1"> <thead> <tr> <th>Status:</th> <th>Listing ID:</th> <th>Current Bid:</th> <th>Bids:</th> <th>End Time:</th> </tr> </thead> <tbody> <tr> <td>ENDED</td> <td>#72471</td> <td>\$560.00</td> <td>16</td> <td>Jul 27, 2023 at 8:15 AM</td> </tr> </tbody> </table>	Status:	Listing ID:	Current Bid:	Bids:	End Time:	ENDED	#72471	\$560.00	16	Jul 27, 2023 at 8:15 AM
Status:	Listing ID:	Current Bid:	Bids:	End Time:							
ENDED	#72471	\$560.00	16	Jul 27, 2023 at 8:15 AM							
	<p>Fifteen (15) Solid Oak Doors Offsite: Ionia, MI </p> <table border="1"> <thead> <tr> <th>Status:</th> <th>Listing ID:</th> <th>Current Bid:</th> <th>Bids:</th> <th>End Time:</th> </tr> </thead> <tbody> <tr> <td>ENDED</td> <td>#72446</td> <td>\$735.00</td> <td>16</td> <td>Jul 27, 2023 at 8:15 AM</td> </tr> </tbody> </table>	Status:	Listing ID:	Current Bid:	Bids:	End Time:	ENDED	#72446	\$735.00	16	Jul 27, 2023 at 8:15 AM
Status:	Listing ID:	Current Bid:	Bids:	End Time:							
ENDED	#72446	\$735.00	16	Jul 27, 2023 at 8:15 AM							

VII.A. (1) Experience providing similar services

Experience and qualification of lead personnel



Kimberly Stepanski, Chairman, President, Owner -

[Redacted text block]



Maurice Banks, Director, Treasurer, Owner -

[Redacted text block]



Trevor Wisniewski, Director, Sales -

[Redacted text block]



Matt Clark, Consultant -

[Redacted text block]

Key Personnel Organizational Structure:

Kimberly Stepanski
President, Chairman, Owner
|
Maurice Banks
Director, Treasurer, Owner
|
Trevor Wisniewski
Director, Sales
|
Matt Clark
Consultant

Bidcorp.com is a Licensed Automotive Dealer, Class D.

VII.A. (2) (2A) Online Bidding System

Bidcorp.com has been providing online auction services for State and Local governmental agencies for 24 years. Our online auction software is time tested and trusted. Bidcorp.com is a Licensed Automotive Dealer, Class D and has experience facilitating Title work.

Our auction experience includes but is not limited to real estate, planes, construction equipment, vehicle parts, tools, lawn mowers, automobiles, boats, trucks, trailers, street sweepers, fire trucks, desks, chairs, etc.

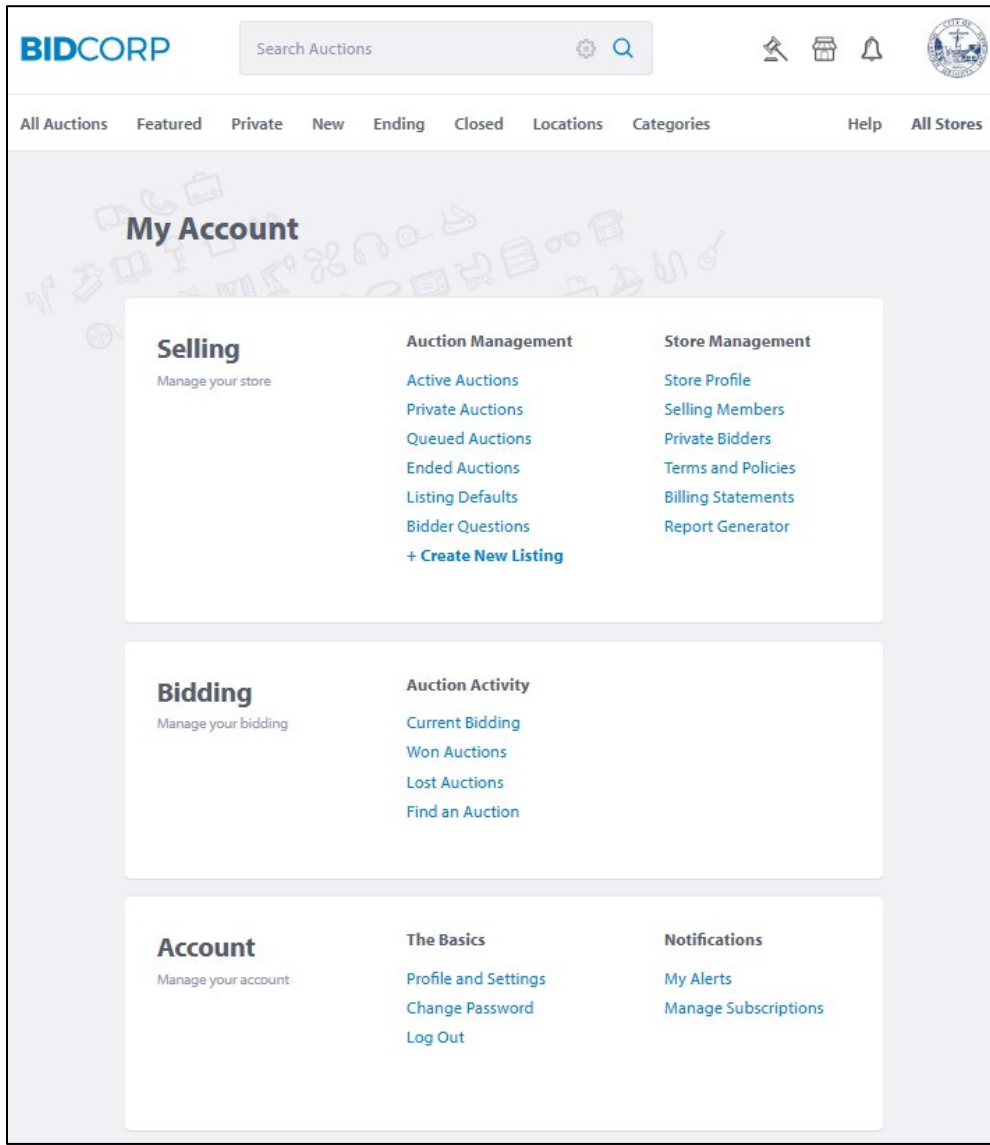
Our online auction software is extremely flexible. Specifically, we offer the ability to:

- Conduct Private auctions aimed at a specific group of bidders
- Conduct Public auctions aimed at everyone - all bidders
- Have multiple line items per lot (ex. parts)
- Have one (1) asset per listing (ex. vehicles)
- Have multiple lots per auction (ex. 7 line items for equipment and 5 line items for vehicles)
- Add sales tax to applicable winning bids
- Structure an auction for various scenarios such as
 - o List specific times for public viewing and different times for pick-up
 - o List multiple locations and complete descriptions including terms of sale
 - o Multiple starting and ending times
 - o Provide auction detail and summary data
 - o Detailed reporting and records in electronic form
- The Ability to stop and cancel auctions, move to the next highest bidder, and retract offers.

Your Custom Auction Account:

Our control panel allows the management of your auction operations and customization of your auction settings for your Auctions. We have placed all the most important tools in a single location for ease of use. In addition, we are proud of the many configurable settings that can improve the efficiency during the auction management process, including Auction Defaults, which allows the creation of presets that automatically complete parts of the auction entry form to save time.


VII.A. (2) (2A) Online Bidding System



On Bidcorp.com, we can create a customized Storefront for your organization. A "Store" on Bidcorp.com is where you can highlight only your items up for auction, excluding all the other auction items listed by other sellers on Bidcorp.com. We have already created a sample **Sellers Account Main Page for you** "[VATech.bidcorp.com](https://vattech.bidcorp.com)". We can customize your store with pop-up notifications and more:

VII.A. (2) (2A) Online Bidding System

Store Logo









Upload Logo
Select a JPG, GIF, or PNG image to upload.

[Select Logo](#) [Remove](#)


Name and Description

Store Name 6 characters left
City of Dearborn Heights

B I U      **A** 

Welcome to the Auction Site for the City of Dearborn Heights! Here you will be able to bid on City owned surplus items and City owned real estate.






Public Contact Details

 **Privacy Notice:** This information will be publicly viewable on your about page.

Email Address

Website
<https://www.dearbornheightsmi.gov>

Sections

-  Store Logo
-  Name and Description
-  Public Contact Details
-  Store Announcement
-  Copyright and Disclaimer

VII.A. (2) (2A) Online Bidding System

https://www.dearbornheightsmi.gov

Phone Number
(313) 791-3400

Phone Extension

U.S. and Canada Only

Sections

- Store Logo
- Name and Description
- Public Contact Details
- Store Announcement
- Copyright and Disclaimer

Store Announcement
Your Store Announcements will appear on every listing's page above the item's description

B I U **A**

Welcome to the Auction Site for the City of Dearborn Heights!

Here you will be able to bid on City owned surplus items and City owned real estate!

Copyright and Footer Disclaimer
Add your Store's own copyright or disclaimer information that'll appear on the footer of every page

Copyright Entity
City of Dearborn Heights

All bids on auctions are contractual obligations per the Terms of Use.

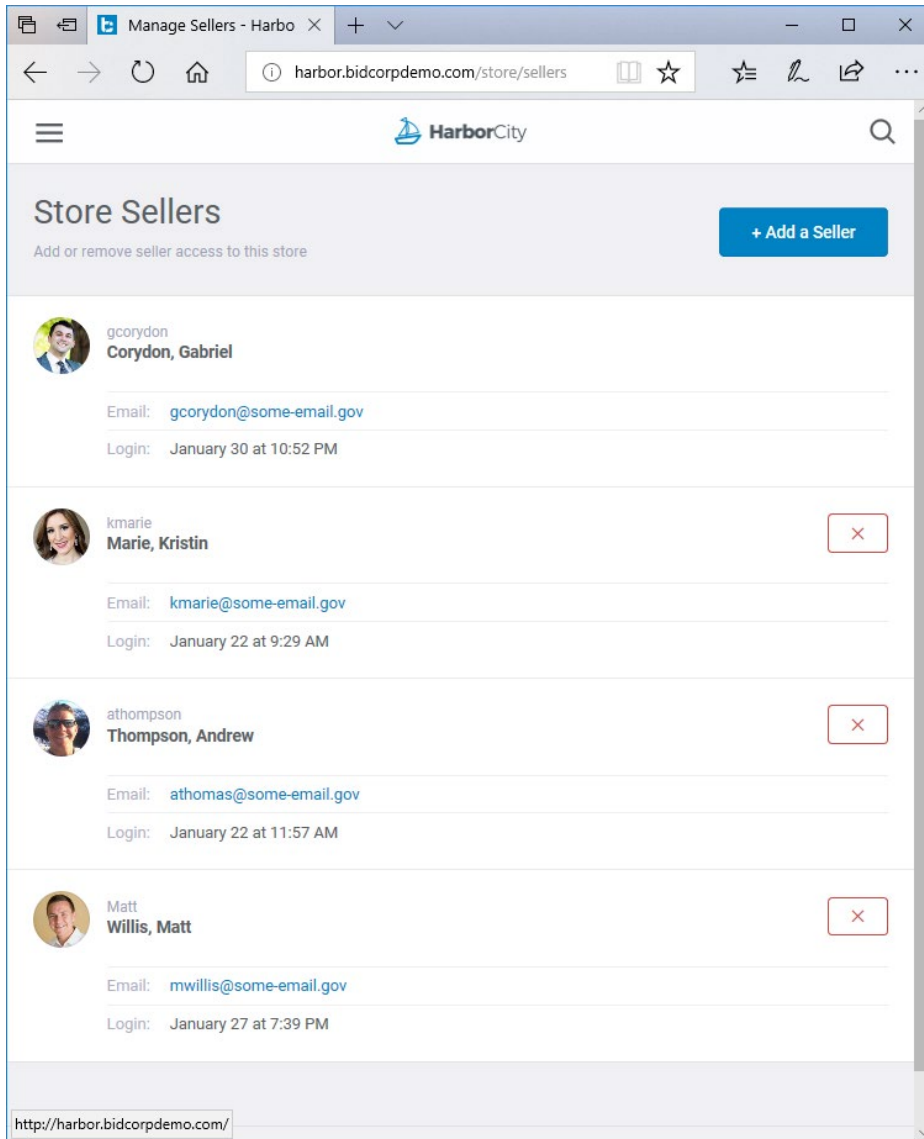
680 characters left

VII.A. (2) (2A) Online Bidding System

We have the ability to create announcements which will pop-up on top of all of your live actions. See above "Store Announcement".

In addition, we have the ability to add additional disclaimers, custom to your auctions, that will appear on all your live auctions. As an example, specifying your rules for bidding, pickup, additional terms, closing terms, etc. Please note, BidCorp.com has created the appropriate language in our user agreement and disclaimers to the bidders. When a bid is entered on your auction, it is a legally binding contract and can be used to hold bidders accountable for their bidding actions.

We can grant any of your employees at your organization access to create a User Id on VATech.bidcorp.com, so they will have access to all of the Auction data:



VII.A. (2) (2A) Online Bidding System

Once we have your Store set up the way you would like it, and your users approved, we can begin listing your auctions. We have two types of auctions we may post, 1) Private Auctions, and 2) Public Auctions. And each of these types of auctions can be set up as either a normal "Auction" or set as a "Buy It Now" price.

Private auctions are where you limit the auction to a set audience. For example, in Michigan all MDOT heavy equipment must first be offered to County Road Commissions to bid on. That would be a private auction in which when posted, all County Road Commissions would be alerted to the private auction for bidding. This auction would only be available for the private audience that you choose. If there are no bidders for the private auction, then you have the ability to easily re-post that auction to the public. Many government entities require this two-tiered bidding system. These auctions can be set as a normal auction, with or without a minimum reserve price, to the highest bidder or set at a "buy-it-now" price.

Public auctions are automatically posted on your own Store website VATech.bidcorp.com and posted on the main Bidcorp.com website. Public auctions are viewable by everyone and are available for anyone to bid on. These auctions can be set as a normal auction, with or without a minimum reserve price, to the highest bidder or set at a "buy-it-now" price.

All of our Auctions can be snipe-proof auctions. This feature automatically extends the end time of an auction by 5 minutes if a bid is placed on the auction during the last 5 minutes. This prevents bidders from swooping in and grabbing an item at the last second, and ensures every potential bidder has an opportunity to win an auction. It is your option to make your auction snipe-proof or not.

We accommodate both video and images on the auction listings to better sell your item. Pictures and video are a snap to upload. We will take pictures and videos of your items (and real estate) and upload it instantly to the auction listing from our smart phone.

Auction Listing Data. When we create your auctions, there are many details and options to choose from as outlined in the next series of screen shots.

VII.A. (2) (2A) Online Bidding System

Create Listing

Listing Settings

- Import default settings ?
- This is a private listing
- Make this a featured item ?

Notifications

- All sellers receive notifications
- Notifications to me only

Listing Basics

Title

Category

B I U

Description

Time & Duration

- Start this listing immediately


Start Date


Start Time


Sections


- Settings
- Listing Basics
- Time & Duration
- Pricing Details
- Payment Methods
- Shipping & Pick-Up
- Item Location
- Media Upload

VII.A. (2) (2A) Online Bidding System


Start Date  Start Time 

Duration 

Make this auction **snipe proof** 

 **Pricing Details**


Standard Auction Immediate Purchase (Buy Now)

 **Payment Methods**

Money Order Cashiers Check Personal Check (Max \$200)

Visa / Mastercard American Express Discover

Cash (Exact change only) Other


 **Shipping & Pick-Up**

Shipping **not available** (Pick-up only)

Shipping **only to U.S.** locations

International shipping available









Buyer can **pick up** item

 **Item Location**

Specify item's **street address** (Required only for pick-up)

Location Zip Provide a zip code for city look-up


Sections

-  Settings
-  Listing Basics
-  Time & Duration
-  Pricing Details
-  Payment Methods
-  Shipping & Pick-Up
-  Item Location
-  Media Upload

VII.A. (2) (2A) Online Bidding System

Specify item's **street address** (Required only for pick-up)

Location Zip Provide a zip code for city look-up

 **Media Upload**

**Drop Files or
Click to Upload**

Your images, videos, and attachments begin uploading
automagically!









100 MB limit for videos / 40 MB limit for all other media

By submitting this listing, you reaffirm your acceptance of BidCorp's [Terms and Conditions](#) and the information provided for this listing is accurate to the best of your knowledge.

Submit Listing **Preview Listing** **Cancel**

All bids on auctions are contractual obligations per the Terms of Use.

Sections

-  Settings
-  Listing Basics
-  Time & Duration
-  Pricing Details
-  Payment Methods
-  Shipping & Pick-Up
-  Item Location
-  Media Upload

VII.A. (2) (2A) Online Bidding System

Once your auctions are live, Bidcorp.com and all the users of your store are able to view and manage all of the auctions easily:

The screenshot shows a web browser window displaying the HarborCity 'Active Auctions' page. The browser's address bar shows 'harbor.bidcorpdemo.com/store/'. The page header includes the HarborCity logo and a search icon. Below the header, the page title is 'Active Auctions' with a sub-header '596 Auctions' and a sort option 'Sort: Time - Newly Listed'. The main content area displays five auction listings, each with a thumbnail image, a title, and a table of details. A context menu is open over the first listing, showing options: 'View Listing', 'Edit Listing', 'Relist Item', and 'Cancel Listing'. The footer contains a URL 'http://harbor.bidcorpdemo.com/#' and navigation links for 'Privacy', 'Terms', 'Help', 'Contact', and 'Jobs'.

Status:	Listing ID:	Current Bid:	Bids:	Time Left:
ACTIVE	#72276	\$150,100.00	20	12 days, 13 hours
ACTIVE	#72268	\$10,800.00	19	16 days, 11 hours
ACTIVE	#72246	\$12,800.00	9	11 days, 18 hours
ACTIVE	#72244	\$2,275.00	17	26 days, 18 hours
ACTIVE	#72243	\$78.99	19	2 days, 18 hours

VII.A. (2) (2A) Online Bidding System

When you click on an auction above you can see it live with real-time bidding updates, bidding history, and bidder questions:

The screenshot displays a web browser window with the URL `harbor.bidcorpdemo.com/auction`. The page title is "Lot of 5 Professional Cameras and Lens | Excellent Condition!". The listing is identified by #72244 and is sold by Harbor City. The main image shows a Canon DSLR camera with a lens. To the right, the current bid is \$2,275.00, with 17 bids and no reserve. A bidding box is present with a "Bid" button. The time left is 26 days and 18 hours. The start time is January 12, 2018 at 5:55 PM, and the end time is February 26, 2018 at 5:55 PM. Below the main image is a gallery of 11 smaller images. At the bottom, there are three columns: "Item Overview" (Listing ID #72244, Sold by Harbor City, Posted under Cameras, This is a snipe proof auction), "Pricing & Payments" (Total with taxes + fees is \$2,411.50, Sales tax of 6%, There are no premiums on this item), and "Pick-Up & Shipping" (Shipping not available, Buyer must pick-up item within 7 days by 2:30PM, Item is located in Crystal Beach, FL).

VII.A. (2) (2A) Online Bidding System

The screenshot shows a web browser window with the URL `harbor.bidcorpdemo.com/auction`. The page header includes the HarborCity logo and a search icon. The main content area displays a list of bids:

Amount	Bidder	Time
\$1,700.00	by jkeggs	13 days ago
\$1,625.00	by rsenettr via proxy	13 days ago
\$1,600.00	by jkeggs	13 days ago
\$1,525.00	by rsenettr via proxy	13 days ago
\$1,500.00	by jkeggs	13 days ago
\$999.99	by rsenettr	13 days ago

Below the bid list is a section titled "Bidder Questions". It contains two entries:

- Question 1:** A user named [jkeggs](#) (13 days ago) asks, "Is that an ultra-wide zoom lense in the picture?". Below the question are links for "Reply" and "Delete".
- Question 2:** A user asks, "What's your question, Gabriel?". Below the question is a text input field with the placeholder text "Remember, be specific..." and a blue "Post Question" button.

The footer of the page contains the copyright notice "©2018 BidCorp.com, Inc." and a set of navigation links: "Privacy", "Terms", "Help", "Contact", and "Jobs".

VII.A. (2) (2A) Online Bidding System

Bidders can submit questions directly on your auction page. Bidder questions will be easily answered within your account and on the actual auction's page:

The screenshot shows a web browser window with the address bar displaying 'harbor.bidcorpdemo.com/store/c'. The page title is 'Bidder Questions - Hart'. The main content area is titled 'Open Questions' and shows a list of six questions. Each question entry includes a user profile picture, the user's name, the question text, the time it was asked (13 days ago), and a red 'X' icon in a box. The footer contains copyright information for BidCorp.com, Inc. and links for Privacy, Terms, Help, Contact, and Jobs.

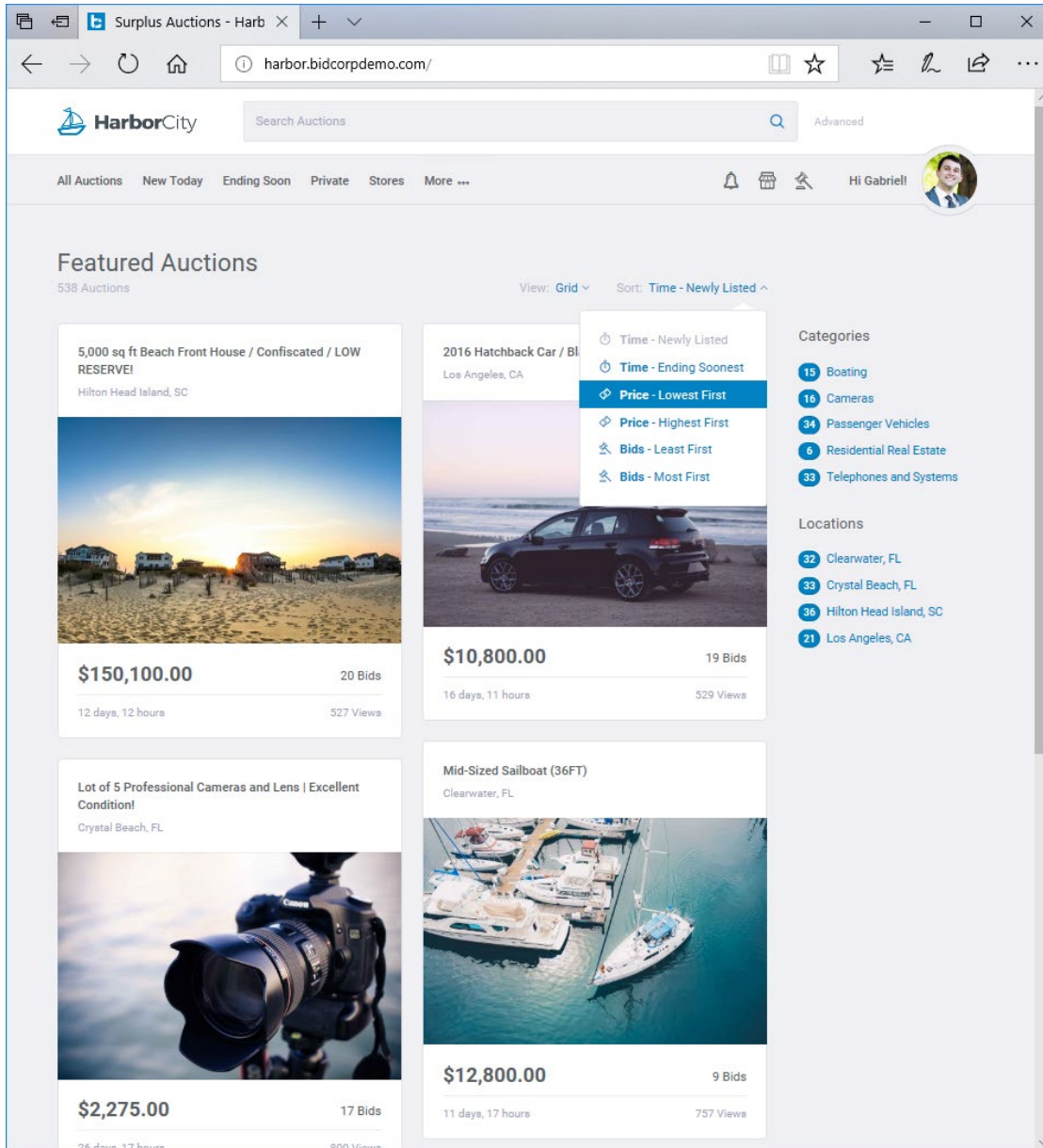
User	Question	Time	Action
apeto8	asked about #72243 – Used Smartphone / 4.7-inch display / 128GB / GREAT CONDITION	13 days ago	X
esmothy	asked about #72245 – Vintage-Looking Wood Bookcase	13 days ago	X
jkeggs	asked about #72244 – Lot of 5 Professional Cameras and Lens Excellent Condition!	13 days ago	X
jkeggs	asked about #72268 – 2016 Hatchback Car / Black / LOW MILES: 39,000	13 days ago	X
esmothy	asked about #72276 – 5,000 sq ft Beach Front House / Confiscated / LOW RESERVE!	13 days ago	X
apeto8	asked about #72245 – Vintage-Looking Wood Bookcase	13 days ago	X

VII.A. (2) (2A) Online Bidding System

Auction Bidding:

All bidders agree to the terms and conditions of BidCorp.com. Fraudulent bidders are deactivated on our site and monitored to verify they do not re-register. If a bidder defaults, we will contact you and ask if you want to re-list the item or offer it to the next highest bidder.

On the main website of BidCorp.com, or at your own Store website domain, VATech.bidcorp.com, bidders can view auction items in real-time on the main page. Bidders can search for auctions using the Search function at the top of the page, by Category or Location at the right, or sort all your auctions illustrated below:



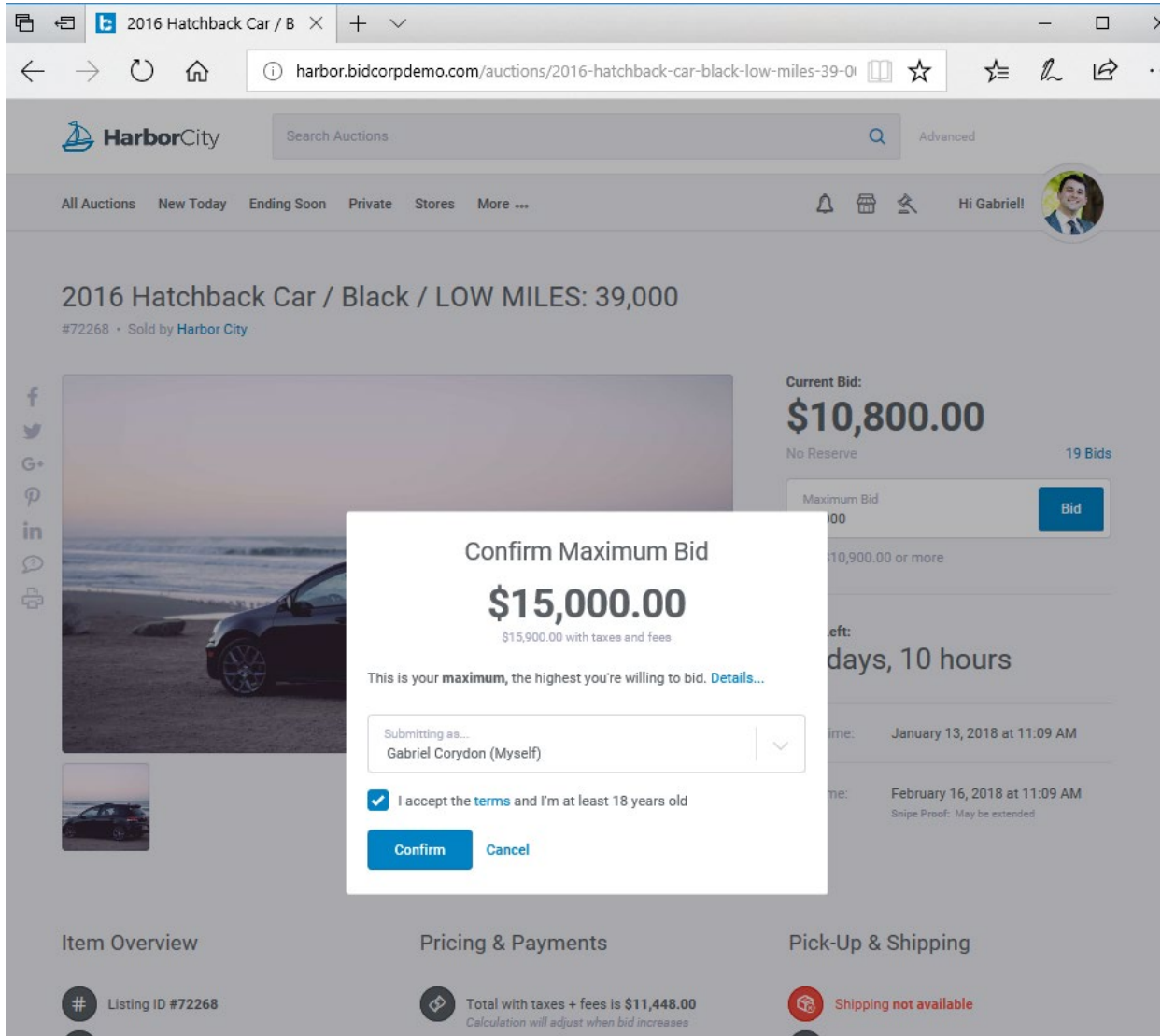
VII.A. (2) (2A) Online Bidding System

Once the bidder finds an auction they would like to bid on, they can simply enter their maximum bid amount and click "Bid".

The screenshot displays the HarborCity auction interface. At the top, the browser address bar shows the URL: harbor.bidcorpdemo.com/auctions/2016-hatchback-car-black-low-miles-39-0. The page title is "2016 Hatchback Car / Black / LOW MILES: 39,000" with listing ID #72268. The current bid is \$10,800.00, with 19 bids and no reserve. A red circle highlights the "Maximum Bid" input field containing "15,000" and the "Bid" button. The time left is 16 days, 10 hours. The start time is January 13, 2018 at 11:09 AM, and the end time is February 16, 2018 at 11:09 AM. The total with taxes and fees is \$11,448.00, and shipping is not available.

VII.A. (2) (2A) Online Bidding System

A disclaimer will be displayed to confirm they accept the terms and conditions. They must agree and click "Confirm":

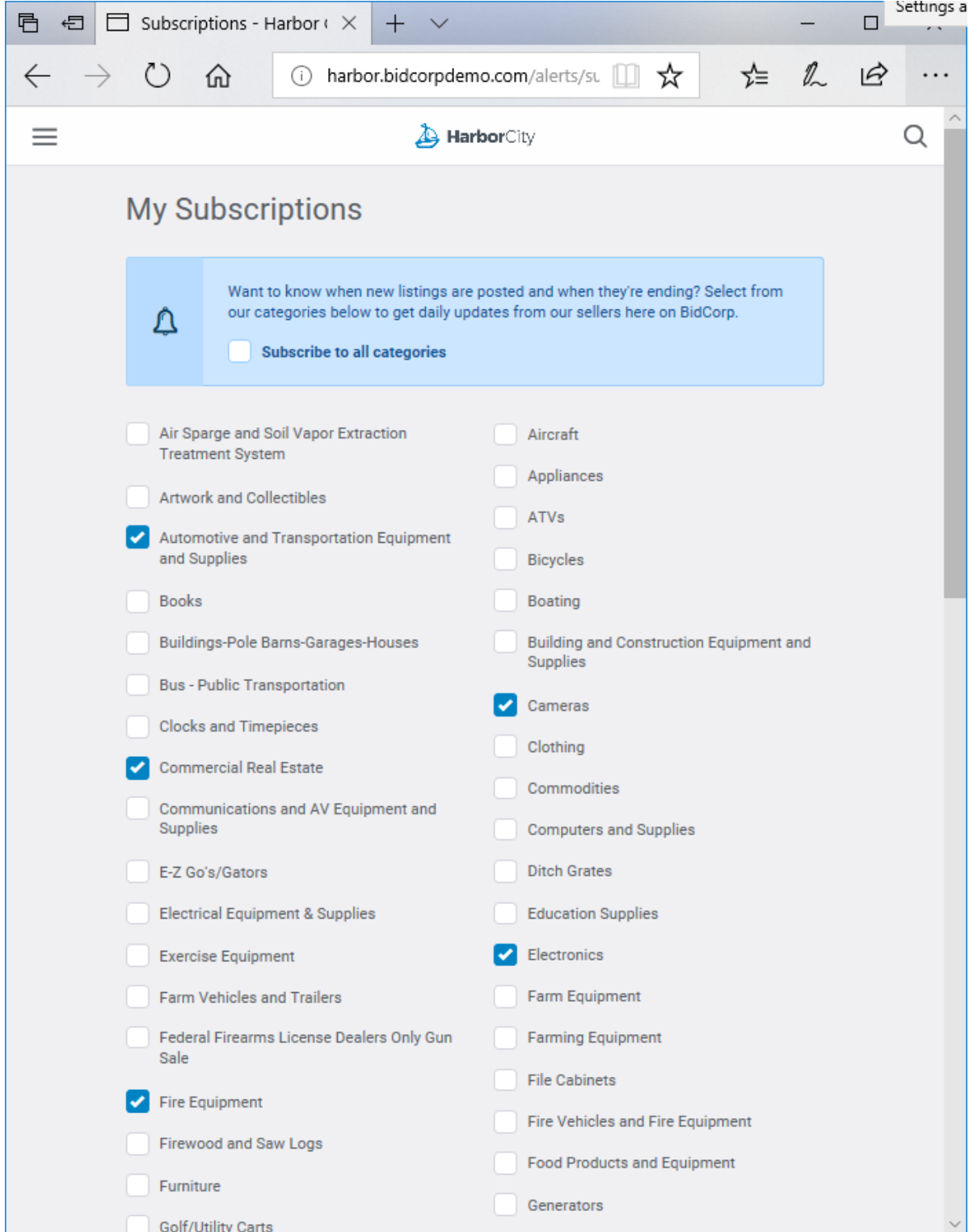


Proxy bidding is a feature that is used on all your auctions. This means that a bidder can submit a maximum bid amount and our system will act as a proxy bidder in their absence, placing updated bids for them while trying to keep the bid price as low as possible. This way, when they are bidding, you do not have to be at the computer every minute monitoring your competition.

All bids are immediately emailed to the seller and the bidder informing them of their bidding status (winning or out-bid). They also have alerts at the top of the page next to their profile which are real-time on every page they are on in the system.

VII.A. (2) (2A) Online Bidding System

Bidders may elect to receive a notification email when an item is listed in a category to which they have subscribed and have interest (this is just a sample of the categories):



VII.A. (3) Implementation plan

Summary:

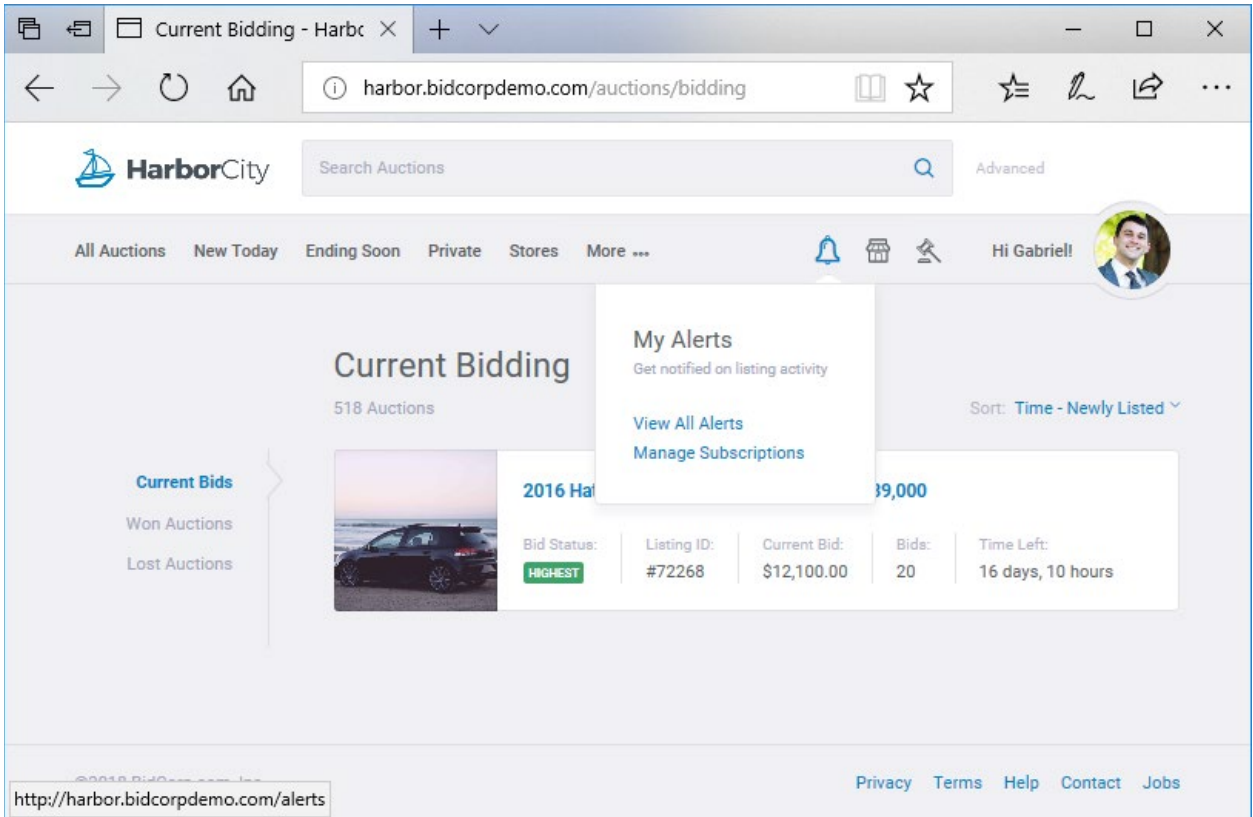
Bidcorp.com will provide online auction services for your surplus property. Bidcorp.com will receive pictures & videos and auction descriptions from you to post your items online for auction. Alternatively, you may create your auctions yourself.

All of your auctions are online at your custom store at VATech.bidcorp.com and simultaneously on our general website at www.bidcorp.com. Bidders can bid from either website.

A. Bidders:

Bidders can easily register in minutes on VATech.bidcorp.com or Bidcorp.com.

The bidder's portal on your auction site provides tracking and notifications as to bidding status. Bidders receive real-time alerts as to their bidding; winning bids, outbid notices, paid, etc. In the bidders account they can view Current Bidding, Won Auctions, Lost Auctions, and Find an Auction. This way they can manage their bids effectively and be notified of any changes to the auction.



VII.A. (3) Implementation plan

B. Security/identity:

Our servers are hosted at Amazon Web Services (AWS). We provide all maintenance and upgrades to the hardware and software at no cost to you.

We supply all operating software and applications needed for the auction site to function. Our custom security systems, anti-virus and firewalls prevent the hacking of any auction information from the auction servers, and capable of preventing the assimilation or distribution of viruses and other programs and capable of preventing any bidder from learning the identity of any other bidder.

C. Terms:

We have general Terms and Conditions on our website that apply to all users of our system. Below you will see our terms and conditions, however, you are able to create and post your own terms and conditions under your store at VATech.bidcorp.com.

Terms and Conditions

THE FOLLOWING DESCRIBES THE TERMS AND CONDITIONS UNDER WHICH BIDCORP.COM OFFERS YOU ACCESS TO ITS SERVICES. BY USING BIDCORP.COM'S SERVICES, YOU AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS. THE TERMS OF THIS AGREEMENT ARE FROM TIME TO TIME AMENDED. EVERY TIME YOU USE BIDCORP.COM YOU AGREE TO THE FOLLOWING CURRENT TERMS AND CONDITIONS.

By using our services, you are agreeing to these terms. Please read them carefully. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT USE THE SERVICES.

Eligibility

BidCorp.com is available only to government entities that, with an e-mail address that can enter into legally binding contracts under applicable law. If User does not qualify under the foregoing, User may not use these services. By accepting this Agreement, you represent and warrant that you are legally competent to enter into this contract and further if you are entering into this Agreement for a government entity, you represent and warrant that you are fully authorized and empowered by said entities' controlling and governing body to enter into this Agreement for said entity and to legally bind said entity. If you do not have authority from the governmental entity you are contracting for you will have "personal" contractual liability under this Agreement.

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BidCorp.com acts as an electronic market place for buyers and sellers. The site acts as the venue for sellers and buyers. BidCorp.com is not involved in the actual transaction between buyers and sellers. As a result, we have no control over the quality, safety or legality of the items advertised, the truth or accuracy of the listings, the ability of sellers to sell items or the ability of buyers to buy items. We cannot ensure that a buyer or seller will actually complete a transaction. BidCorp.com is not a party to the buy-sell contract between the buyer and the seller. BidCorp.com is not therefore, liable to either buyer or seller for any claim of breach of contract or breach of warranty.

Because user authentication on the Internet is difficult, BidCorp.com cannot and does not confirm each user's purported identity. BidCorp.com does not approve, pre-approve or screen any users of this site. Each party contracts with another party at their own risk.

We do not control the information provided by other users which is made available through our system. You may find other user's information to be offensive, harmful, inaccurate, or deceptive. Please use caution, common sense, and practice safe trading when using our site. Please note that there are also risks of dealing with foreign nationals, underage persons or people acting under false pretense.

BidCorp.com cannot and does not control whether or not sellers will complete the sale of products or services they offer or buyers will complete the purchase of products or services. You should conduct your own independent research to investigate the information placed on BidCorp.com by its Users and Bidders, and obtain independent professional advice, as you deem appropriate. In addition, note that there are risks of dealing across national borders, with underage persons, or with people acting under false pretense. Because user authentication on the Internet is difficult, BidCorp.com cannot and does not confirm that users are who they claim to be.

Fees and Services

If your bid is the highest bid, and it exceeds reserve requirements and your bid is accepted by the Listing Member, you are obligated to complete the transaction with the Listing Member, including all associated fees and taxes, unless transaction is prohibited by law or by this Agreement. The total auction cost amount includes any sales tax and percent or surcharge on the auction.

Joining and bidding on items at BidCorp.com is free. We may change our Fees and Credits Policy and the fees for our services from time to time. Our changes to the policy are effective after we provide you with at least fourteen- (14) days' notice of the changes by posting the changes on our website. However, we may choose to

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temporarily change our Fees and Credits Policy and the fees for our services for promotional events (for example, free listing days) and such changes are effective when we post the temporary promotional event on the announcements board. When you list an item you have an opportunity to review and accept the fees that you will be charged for the use of our listing services. We may in our sole discretion change some or all of our services at any time. In the event we introduce a new service, the fees for that service are effective at the launch of the service. Unless otherwise stated, all fees are quoted in U.S. Dollars. You are responsible for paying all fees associated with using our service and our website and all applicable taxes.

BidCorp.com prohibits advertising other avenues for disposal of surplus items anywhere on the website including, but not limited to, the Auction Announcement Banner. Other avenues for disposal include, but are not limited to, other online auction websites, live auctions, and surplus warehouse open house sales.

Auction Service Fees

BidCorp.com does not charge Listing Members to list auction items. BidCorp.com does not charge Bidders to register and bid on auction items. A fee is assessed only when a Listing Member successfully sells an auction item. There is no minimum or maximum fee. All fees charged are based on the currency in which the transaction is facilitated. The Listing Member pays all fees. Fees are due within 30 days of the close of a successful auction.

Auction Terms for Bidders and Buyers

If your bid is the highest bid, and it exceeds reserve requirements and your bid is accepted by the Listing Member, you are obligated to complete the transaction with the Listing Member unless transaction is prohibited by law or by this Agreement. The total auction cost amount includes any sales tax and percent or surcharge on the auction. By bidding on an item you agree to be bound by the conditions of sale included in the item's description (or linked to from the description) so long as those conditions of sale are not in violation of this Agreement or unlawful.

Listing Members can edit an auction at anytime until a bid is placed. Once a bid is placed, the auction description and details are binding. Bids are not retractable, except in exceptional circumstances.

Your Information

"Your Information" is defined as any information you provide to us or other users in the registration, bidding or listing process, in any public message area (including the

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feedback area) or through any email feature. You are solely responsible for Your Information, and we act as a passive conduit for your online distribution and publication of Your Information. With respect to Your Information:

Your Information (or any items listed therein): (a) shall not be false, inaccurate or misleading; (b) shall not be fraudulent or involve the sale of counterfeit or stolen items; (c) shall not infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (d) shall not violate any law, statute, ordinance or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (e) shall not be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (f) shall not be obscene; (g) shall not contain any viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with surreptitiously intercept or expropriate any system, data or personal information; (h) shall not create liability for us or cause us to lose (in whole or in part) the services of our ISPs or other suppliers; and (i) shall not link directly or indirectly to or include descriptions of goods or services that: (aa) are prohibited under this Agreement; (bb) are concurrently listed for auction on a web site other than BidCorp.com's; or (cc) you do not have a right to link to or include. Furthermore, you may not list any item on our site (or consummate any transaction that was initiated using our service) that, by paying to us the listing fee or the final value fee, could cause us to violate any applicable law, statute, ordinance or regulation, or that violates our current Prohibited, Questionable and Infringing Items.

Solely to enable BidCorp.com to use the information you supply us with, so that we are not violating any rights you might have in that information, you agree to grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise the copyright and publicity rights (but no other rights) you have in Your Information, in any media now known or not currently known, with respect to your information. BidCorp.com will only use Your Information in accordance with our Privacy Policy.

Marketplace and System Integrity

Listing Members may not manipulate the price of their product or service, either by using a shell (either a secondary account or third party), by bidding themselves, or by any other means. User may not consummate a transaction outside of the BidCorp.com that occurs using BidCorp.com to avoid fees. User may not use any device, software, or routine to interfere or attempt to interfere with the proper working and security of the BidCorp.com Auction Service or any transaction being conducted on the BidCorp.com. User may not take any action, which imposes an unreasonable or disproportionately large load on the BidCorp.com infrastructure.

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User may not disclose to or share its BidCorp.com login or password with any third parties or use its BidCorp.com login or password for any purpose not permitted by these Terms and Conditions of Use.

WE DO NOT GUARANTEE THAT BIDCORP.COM WILL ALWAYS BE SAFE, SECURE OR ERROR-FREE OR THAT BIDCORP.COM WILL ALWAYS FUNCTION WITHOUT DISRUPTIONS, DELAYS OR IMPERFECTIONS.

Ownership of BidCorp.com Information

The BidCorp.com website, database, and other content including, without limitation, text, graphics, and software used to implement the Site is copyrighted and protected by United States copyright laws. User may print and download portions of the materials contained on the BidCorp.com web site for User's non-commercial use provided User maintains the copyright notice and any other notices that appear on any such copies. Any other copying, redistribution, publication or retransmission of any portion of the materials on the BidCorp.com website is strictly prohibited without the express written permission of BidCorp.com. User agrees not to change or delete any proprietary notices from any materials copied from BidCorp.com website. All information generated as a result of establishing or operating the BidCorp.com website shall be the property of BidCorp.com and may be sold, distributed or otherwise disseminated by BidCorp.com for any purpose whatsoever, provided BidCorp.com shall not sell, distribute or otherwise disseminate specific information about Listing Members and Bidders in such a way that would identify the Listing Member or Bidder, except to the extent authorized in writing by the Listing Member or Bidder.

Submission of Content to BidCorp.com

By providing any content to this website:

- a. you agree to grant BidCorp.com, Inc. a worldwide, royalty-free, perpetual, non-exclusive right and license (including any moral rights or other necessary rights) to use, display, reproduce, modify, adapt, publish, distribute, perform, promote, archive, translate, and to create derivative works and compilations, in whole or in part. Such license will apply with respect to any form, media, technology already known at the time of provision or developed subsequently;
- b. you warrant and represent that you have all legal, moral, and other rights that may be necessary to grant BidCorp.com, Inc. the license specified in this section;

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- c. you acknowledge and agree that BidCorp.com, Inc. will have the right (but not obligation) to refuse to publish, or to remove, or to block access to any content you provide, at any time and for any reason, with or without notice.

Links to Third-Party Sites

The BidCorp.com web site may contain links to third-party websites that are not under the control or operation of BidCorp.com. BidCorp.com provides any such links only as a convenience and does not endorse and is not responsible for the contents of any linked site or any site linked to from a linked site. BidCorp.com does not warrant or guarantee any product or service offered through any such websites and will not be a party to any transaction between you and the providers of any third-party product or service, or be liable for any cost or damages arising either directly or indirectly from any action or inaction by those parties' providers.

Access and Interference

You agree that you will not use any robot, spider, other automatic device, or manual process to monitor or copy our web pages or the content contained herein without our prior expressed written permission. You agree that you will not use any device, software or routine to interfere or attempt to interfere with the proper working of the BidCorp.com site or any auction being conducted on our site. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure. Much of the information on our site is updated on a real time basis and is proprietary or is licensed to BidCorp.com by our users or third parties. You agree not to copy, reproduce, alter, modify, create derivative works, or publicly display any content (except for Your Information) from our website.

Breach

Without limiting other remedies, we may immediately issue a warning, temporarily suspend, indefinitely suspend or terminate your membership and refuse to provide our services to you: (a) if you breach this Agreement or the documents it incorporates by reference; (b) if we are unable to verify or authenticate any information you provide to us; (c) if we believe that your actions may cause legal liability for you, our users or us; or (d) for any other reason.

Privacy

BidCorp.com's Privacy Policy is a separate document than this agreement. By accepting this Agreement, you acknowledge that you have read and agree to the terms of BidCorp.com's [Privacy Policy](#).

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NO WARRANTY

WE AND OUR SUPPLIERS PROVIDE OUR WEB SITE AND SERVICES "AS IS" AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY. WE AND OUR SUPPLIERS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you. This warranty gives you specific legal rights and you may also have other legal rights which vary from state to state.

LIABILITY LIMIT

IN NO EVENT SHALL WE OR OUR SUPPLIERS BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH OUR SITE, OUR SERVICES OR THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE).

OUR LIABILITY, AND THE LIABILITY OF OUR SUPPLIERS, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE GREATER OF: (A) THE AMOUNT OF FEES YOU PAY TO US IN THE 12 MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY. AND (B) \$100. Some states do not allow the limitation of liability, so the foregoing limitation may not apply to you.

Indemnity

You agree to indemnify and hold us and our subsidiaries, affiliates, officers, directors, agents, and employees, harmless from any claim or demand, including reasonable attorney & fees, made by any third party due to or arising out of your breach of this Agreement or the documents it incorporates by reference, or your violation of any law or the rights of a third party.

Legal Compliance

You shall comply with all applicable laws, statutes, ordinances and regulations regarding your use of our service and your bidding on, listing, purchase, solicitation of offers to purchase, and sale of items.

No Agency

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You and BidCorp.com are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

Notices

Except as explicitly stated otherwise, any notices shall be given by postal mail to ATTN: LEGAL DEPT, BidCorp.com, Inc., 2512 W Grand Blvd, Suite 306, Detroit, MI 48208 or to the email address you provide to BidCorp.com during the registration process (in your case). Notice shall be deemed given 24 hours after email is sent, unless the sending party is notified that the email address is invalid. Alternatively, we may give you notice by certified mail, postage prepaid and return receipt requested, to the address provided to BidCorp.com during the registration process. In such case, notice shall be deemed given 3 days after the date of mailing.

Arbitration

Any controversy or claim arising out of or relating to this Agreement or our services shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party.

Additional Terms

Definitions

- **Listing Member** - This is public entity or pseudo-public entity that registers as a Listing Member with BidCorp.com. Listing Members are authorized to list Auction Items. The Listing Member acts as the seller when they are listing an Auction item for sale. Listing Members can bid on other Listing Member's Auction Items.
- **Bidder** - This is the vendor or individual that registers with BidCorp.com as a Bidder. Bidder's can be a company or individual that wishes to purchase items in the Auction Service.
- **Successful Bidder** - In the Auction Service, the Successful Bidder is the highest bidder for the auction item when the auction closes at the scheduled end date and any other restrictions are met (reserve price, etc.)
- **User** - Any registered user of BidCorp.com (Listing Members and Bidders).
- **Agreement** - This contract is referred to as "Agreement" and "User Agreement" and "Contract" interchangeably throughout this document.

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D. Terms:

We have general Terms and Conditions on our website that apply to all users. All bidders agree to the terms and conditions of BidCorp.com. Fraudulent bidders are deactivated on our site and monitored to verify they do not re-register. If a bidder defaults, we will contact you and ask if you want to re-list the item or offer it to the next highest bidder.

E. & F. Demographics and new Bidders:

We currently have tens of thousands of registered bidders across many states. Upon award of the contract, we will immediately begin an outreach campaign in Virginia to notify the public about your new auction site (VATech.bidcorp.com) and how to register. We will employ social media, TV, radio, and press releases to notify the public - all at no cost to you.

G. Accurate sales receipts:

We have electronic audit trail reports that record the user ID and date/time stamp for all auction transactions, thus you can audit all transactions in detail.

Bidcorp.com will provide you complete records of all transactions to include the identification of each item sold, the name of the successful bidder, including the complete address, phone number, email address and sale amount of the item(s) won.

H. Highest sales price:

There are three methods to maximize your sales price.

(1) You are able to set a "reserve price", which is the minimum amount you will accept for the auction item. Thus, the auction bidding for that item would start at your reserve price and go up from there.

(2) Proxy bidding. This feature is used on all your auctions. Proxy bidding is a bidder submitting a maximum bid amount and our system will act as a proxy bidder in their absence, placing updated bids for them as they get outbid, increasing the sales price. This way, when they are bidding, the bidders do not have to physically be at the computer every minute monitoring their bids.

(3) Fear Of Missing Out (FOMO). All bids are immediately emailed to the seller and the bidder informing them of their bidding status (winning or outbid). Bidders also have alerts at the top of the page next to their profile which are real-time on every page they are on in the system. Notifying bidders that they were outbid creates FOMO, encouraging them to increase their bid.

I. Collect payments:

Once an item is sold the Buyer and Seller receive an email on the completed auction (certificate of sale) including pick up information, payment information, and the timeframe in which to remit payment. We utilize the largest online payment processing system that accepts payment via Credit

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Card, PayPal, and Venmo. This is customized for your specific VATech account through Bidcorp.com. Your funds are kept in a separate account and not comingled with our other customers.

Bidders will have a set time period, set by you, in order to pay for the winning auction. Fraudulent bidders are deactivated on our site and monitored to verify they do not re-register. If a bidder defaults, we will contact you and ask if you want to re-list the item or offer it to the next highest bidder.

VII.A. (4) Quality Control plan

A. Procedures to monitor quality:

Bidcorp.com fully supports our online auction platform at our cost for our clients. All technical support and help desk requests are addressed immediately by one of our support staff and/or your dedicated account representative.

Our website has a HELP section that covers most support related topics for users to read and follow at their own accord. In addition, sellers and bidders are encouraged to email or call us for support.

Support requests are accepted in the form of phone calls and emails. BidCorp.com will assign a dedicated BidCorp.com account representative that you can call or email at any time for support. You will have the mobile phone number for your dedicated account representative. Your representative is available to you 7AM - 8PM 7 days a week. Bidders can contact BidCorp.com via email and our 800 number for support.

Telephone support: Monday - Sunday 7am-8pm.

Email support: Monday - Sunday 24/7.

Training and instruction:

We will provide your staff with training of BidCorp.com and the process. We will attend all necessary meetings to fully implement the internet online auction services. In addition, we are available anytime for training sessions, refresher training, new employee training, and attendance for any scheduled meetings.

B. Monitor, identify, correct deficiencies:

As for our technical platform, Bidcorp.com continuously monitors all hardware and software performance. We hold weekly team meetings discussing improvements and enhancements to our systems. We also discuss help desk calls and feedback from our clients.

C. & D. Secure and reliable:

Bidcorp.com is proud to say we have zero (0) downtime. We have mirrored servers and backup systems in place to handle any interruptions. We contract through the largest and most reliable hosting service - Amazon Web Services (AWS).

VII.A. (5) Default by Bidders

A. & B. Policy and Procedure and Techniques:

We have general Terms and Conditions on our website that apply to all users. All bidders agree to the terms and conditions of BidCorp.com. Fraudulent bidders are deactivated on our site and monitored to verify they do not re-register. If a bidder defaults, we will contact you and ask if you want to re-list the item or offer it to the next highest bidder.

Registered Bidders agree to adhere to our Terms. We routinely monitor Bidders accounts to flag unusual registrations. We disable fraudulent users and monitor registrations closely to find users trying to re-register under different names, emails, and phone numbers. Any suspect accounts are disabled.

VII.A. (6) Reports

A. Reports:

BidCorp.com provides integrated reporting functionality. Many of our clients require specific reporting requirements and we can custom build reports to meet your unique needs at no charge.

Below is a sample of a standard report:

The screenshot shows a web browser window with the URL [https://dearbornheights.bidcorp.com/...](https://dearbornheights.bidcorp.com/). The page features a navigation bar with links for All Auctions, Featured, Private, New, Ending, Closed, Locations, Categories, Help, and All Stores. The main content area is titled "Report Generator" and includes three sections: "Listing End Dates" with "From" and "To" date pickers; "Add Fields" with checkboxes for "Winning price" (checked), "Price, with taxes and fees", "Buyer's name", "Listing's bid count", "Buyer's contact details", and "Private listings only"; and "Download Option" with a checkbox for "Download as a CSV file (Excel use)". A blue "Generate Report" button is located at the bottom of the form.

(1) Annual reports - Using the above tool, you can specify any time frame to view your auction data. We can provide this report to you as well.

(2) Bidcorp.com will provide you with a marketing report detailing all methods employed to market your auctions.

(3) Auction reports - At the completion of an auction, the highest bid and winning bidder information are immediately emailed to the bidder and emailed to you (seller). You also have Alerts at the top of each page next to your profile which are real-time showing you status of auctions.

VII.A. (6) Reports

(4) Final Auction. Bidcorp.com understands and complies with this request of data. We can provide daily reports. As mentioned above, at the completion of an auction, the highest bid, bidder information, and payment information are immediately emailed to the bidder and emailed to you (seller). You also have Alerts at the top of each page next to your profile which are real-time.

(5) Reconciliation reports. Bidcorp.com understands and complies with this request of data. This report can be generated by you, or Bidcorp.com will provide this report. In addition, you will be provided a Monthly audit report of all your closed auctions.

(6) Bank statements. Bidcorp.com understands and complies with this request of data. In addition, we will provide you with online access to your Bidcorp.com bank account for real-time access.

VII.A. (8) Woman & Minority owned

Bidcorp.com, Inc. has been providing successful online governmental auctions for 24 years. Bidcorp.com is woman and minority owned. Bidcorp.com is a woman lead company.

VII.A. (9) Submission Instructions

RFP # 71412413, Online Auction Services for Disposition of University Surplus Property

INCLUDE THIS PAGE WITH YOUR PROPOSAL, SIGNATURE AT SUBMISSION IS REQUIRED

DUE DATE: Proposals will be received until April 15, 2024 at 3:00 PM. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

INQUIRIES: All inquiries for information regarding this solicitation should be directed to Angela Caldwell, Phone: (540) 231-1269 e-mail: acaldwell@vt.edu. All inquiries will be answered in the form of an addendum. Inquiries must be submitted by 2:00 PM on March 29, 2024. Inquiries must be submitted to the procurement officer identified in this solicitation.

PROPOSAL SUBMISSION:

***Please note, proposal submission procedures have changed effective March 2023.**

Proposals may NOT be hand delivered to the Procurement Office.

Proposals should be submitted electronically through Virginia Tech's procurement portal. This portal allows you access to view business opportunities and submit bids and proposals to Virginia Tech digitally and securely.

Proposals must be submitted electronically at:

<https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=VATech>

Vendors will need to register through this procurement portal, hosted by Jaggaer. It is encouraged for all vendors to register prior to the proposal submission deadline to avoid late submissions. Registration is easy and free. If you have any challenges with the registration process, please contact Jaggaer Support at 1-800-233-1121 or procurement@vt.edu.

Click on the opportunity and log in to your vendor account to begin preparing your submission. Upon completion, you will receive a submission receipt email confirmation. Virginia Tech will not confirm receipt of proposals. It is the responsibility of the offeror to make sure their proposal is delivered on time.

Hard copy or email proposals will not be accepted. Late proposals will not be accepted, nor will additional time be granted to any individual Vendor.

Attachments must be smaller than 50MB in order to be received by the University.

In compliance with this Request For Proposal and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods or services in accordance with the attached signed proposal and as mutually agreed upon by subsequent negotiation.

AUTHORIZED SIGNATURE: *Kindery Stepanski* Date: 4/15/2024

Negotiation Questions for Bidcorp.com

1. Virginia Tech Question: Could you provide Virginia Tech’s direct account representative’s phone number and email address?

Bidcorp.com Response:

Kimberly Stepanski, [REDACTED] kstepanski@bidcorp.com.

2. Virginia Tech Question: Could Bidcorp.com consider reducing the snipe-proof time frame from 5 minutes to 1 minute?

Bidcorp.com Response:

We follow best standards for online auctions. We are currently on the low-end of extension time. In our research here are snipe proof times:

Auction Site	Snipe-Proof Extension Time
eBay	5 minutes
Amazon Auctions	10 minutes
Sotheby's	10 minutes
Christie's	10 minutes

We would be willing to look into having an option to select a lower extension time, ie 1 minute, but we cannot guarantee that we would be able to as this change would be for all of our clients – system wide.

For each item you auction, you can set the auction “snipe proof” or not “snipe proof”. If you select “snipe proof” then if a bid is placed during the last 5 minutes of an auction, the ending will automatically extend by an additional 5 minutes. This prevents bidders from “sniping” an item at the last second.

3. Virginia Tech Question: Could Bidcorp.com clarify which time zone they operate in? Given that Virginia Tech’s Surplus department operates on East Coast time and we require alignment with our vendor’s availability, would it be possible for Bidcorp.com to accommodate this requirement?

Bidcorp.com Response:

Bidcorp.com is in the same time zone as Virginia. We are both in the Eastern Standard Time Zone. We will accommodate and align with your availability.

4. Virginia Tech Question: Is it within Bidcorp.com capacity to waive the buyer’s premium?

Bidcorp.com Response:

Per our response to your RFP, Bidcorp.com will provide online auction services to Virginia Tech at no cost to Virginia Tech. There is no fee/commission charged to Virginia tech. Bidcorp.com makes its fee charging

a Buyer's Premium to the winning bidder in the amount of 6.9% of the auction price. This 6.9% is inclusive of all payment processing fees, and no other fees apply to Virginia Tech or the winning bidder.

We can charge a buyer's premium of 0%, however with no buyer premium, our fee of 6.9% still applies and this fee would then be charged to Virginia Tech, not the winning bidder.

Virginia Tech has the option, per auction item, to charge a buyer's premium in any amount, or not charge one at all, but the total fee to Bidcorp.com will be 6.9%. Here is an example:

<u>Auction Item</u>	<u>Buyers Premium</u>	<u>VA Tech Fee</u>	<u>Total Fee</u>
Sample Item #1	6.9%	0%	6.9%
Sample Item #2	0%	6.9%	6.9%
Sample Item #3	2.0%	4.9%	6.9%
Sample Item #4	3.5%	3.4%	6.9%
Sample Item #5	1.2%	5.7%	6.9%

5. Virginia Tech Question: As part of Virginia Tech standard procedures, all awarded contracts will be publicly posted on an online contracts portal. Is there any information included that would be used to identify or harm a person's identity, finances or personal information? If so, please provide a redacted copy of your proposal.

Bidcorp.com Response:

A redacted copy of our proposal is not needed.

6. Virginia Tech Question: Are there any additional forms or documents that you will require to be incorporated into the contract documents? If so, please submit.

Bidcorp.com Response:

We do not require any additional forms or documents.

7. Virginia Tech Question: Does Bidcorp.com agree to provide monthly invoices with payment due fifteen (15) days after receipt of invoice or goods/services, whichever is later?

Bidcorp.com Response:

Yes, we agree to provide monthly invoices with payment due fifteen (15) days after receipt of invoice or goods/services, whichever is later.

8. Virginia Tech Question: Do you agree that you will be performing services as an Independent Contractor, Company, Corporation or other business entity and are not an employee of Virginia Tech or any other Commonwealth Entity?

Bidcorp.com Response:

Yes, we agree Bidcorp.com will be performing services as a Corporation and are not an employee of Virginia Tech or any other Commonwealth Entity.

9. Virginia Tech Question: Do you further agree that Virginia Tech will not withhold any income taxes from its payments to contractors nor will it provide any employment benefits to the contractor or contractor's employees?

Bidcorp.com Response:

Yes, Bidcorp.com agrees that Virginia Tech will not withhold any income taxes from its payments to us nor will it provide any employment benefits to us or our employees.

10. Virginia Tech Question: End of Contract Service Transition Expectations: If or when a transition of service to another provider is required (end of contract life or otherwise), the university would require the incumbent firm to cooperative fully in a successful transition of services. Explain any requirements your firm might have in preparing for such a transition of services. Additionally, please indicate your willingness to establish a transition plan alongside the new provider of service which may include but not be limited to sharing important data and/or existing service information via a cooperative knowledge transfer process.

Bidcorp.com Response:

We do not have any specific requirements for the transition of services. We will cooperate fully to establish a transition plan.

11. Virginia Tech Question: Do you agree that the initial contract period shall be five years?

Bidcorp.com Response:

Yes, we agree that the initial contract period shall be five years.

12. Virginia Tech Question: Upon completion of the initial contract period, does Bidcorp.com agree that the contract may be renewed by Virginia Tech upon written agreement of both parties for three (3) two (2) year renewals, under the terms of the current contact?

Bidcorp.com Response:

Yes, we agree that the contract may be renewed by Virginia Tech upon written agreement of both parties for three (3) two (2) year renewals, under the terms of the current contact.

13. Virginia Tech Question: If awarded a contract, do you agree to limit price increases to no more than the increase in the Consumer Price Index, CPI-W, All Items category for the latest twelve (12) months for which statistics are available at the time of renewal or 3 percent, whichever is less?

Bidcorp.com Response:

Our price (commission) is fixed and set for the entire contract with no increases.

14. Virginia Tech Question: If awarded a contract, are you willing to hold prices firm for the first year?

Bidcorp.com Response:

Our price (commission) is fixed and set for the entire contract with no increases.

15. Virginia Tech Question: Will Bidcorp.com agree to participate in the Wells One AP Control Payment System?

Bidcorp.com Response:

Yes, we agree to participate in the Wells One AP Control Payment System.

16. Virginia Tech Question: Please describe your quickest turn-around time if emergency services are needed.

Bidcorp.com Response:

All service calls are answered on the same day of the call. Additionally, you will have the cell phone of your account representative for any immediate/emergency calls.

17. Virginia Tech Question: Are you willing to contact departments on a monthly basis to address service issues?

Bidcorp.com Response:

Yes, we agree to contact departments on a monthly basis to address service issues.

18. Virginia Tech Question: Please provide your best schedule of prices for all services offered.

Bidcorp.com Response:

Per our response to your RFP, Bidcorp.com will provide online auction services to Virginia Tech at no cost to Virginia Tech. There is no fee/commission charged to Virginia tech. Bidcorp.com makes its fee charging a Buyer's Premium to the winning bidder in the amount of 6.9% of the auction price. This 6.9% is inclusive of all payment processing fees, and no other fees apply to Virginia Tech or the winning bidder.

We can charge a buyer's premium of 0%, however with no buyer premium, our fee of 6.9% still applies and this fee would then be charged to Virginia Tech, not the winning bidder.

Virginia Tech has the option, per auction item, to charge a buyer's premium in any amount, or not charge one at all, but the total fee to Bidcorp.com will be 6.9%. Here is an example:

<u>Auction Item</u>	<u>Buyers Premium</u>	<u>VA Tech Fee</u>	<u>Total Fee</u>
Sample Item #1	6.9%	0%	6.9%
Sample Item #2	0%	6.9%	6.9%
Sample Item #3	2.0%	4.9%	6.9%
Sample Item #4	3.5%	3.4%	6.9%
Sample Item #5	1.2%	5.7%	6.9%

19. Virginia Tech Question: How soon after contract award can you begin providing services?

Bidcorp.com Response:

We are able to begin providing services immediately after contract award.

20. Virginia Tech Question: Are you registered with and willing to participate in the eVA internet procurement solution described in the terms and conditions of the RFP?

Bidcorp.com Response:

Yes, we are registered and willing to participate in the eVA internet procurement solution described in the terms and conditions of the RFP.

21. Virginia Tech Question: Do you acknowledge, agree and understand that Virginia Tech cannot guarantee a minimum amount of business if a contract is awarded to your company?

Bidcorp.com Response:

Yes, we acknowledge, agree and understand that Virginia Tech cannot guarantee a minimum amount of business if a contract is awarded to our company.

22. Virginia Tech Question: Are the prices for all goods/services listed in your proposal inclusive of all applicable eVA system transaction fees?

Bidcorp.com Response:

Yes, prices for all goods/services listed in our proposal are inclusive of all applicable eVA system transaction fees.

23. Virginia Tech Question: Are you willing to rescind your Standard Terms and Conditions of Sale?

Bidcorp.com Response:

Virginia Tech is able to have additional Terms and Conditions and Conditions of Sale on their Store and Auctions on Bidcorp.com. We are not able to rescind our Bidcorp.com Standard Terms and Conditions of Sale.

24. Virginia Tech Question: Does the vendor acknowledge, agree, and understand that the terms and conditions of the RFP # 71412413 shall govern the contract if a contract is awarded to your company?

Bidcorp.com Response:

Yes, we acknowledge, agree, and understand that the terms and conditions of the RFP # 71412413 shall govern the contract.

25. Virginia Tech Question: Do you agree to become a certified SWaM vendor with the Virginia Department of Small Business and Supplier Diversity and maintain that certification throughout the term of this contract?

Bidcorp.com Response:

Yes, we agree to become a certified SWaM vendor with the Virginia Department of Small Business and Supplier Diversity and maintain that certification throughout the term of this contract.