

AMENDMENT

Amendment Date: August 4, 2016

Amendment Number: 8

Contract ID: 12440AB

Procurement Officer: Kenna R Lierz
Telephone: 785/296-1171
E-Mail Address: kenna.lierz@ks.gov
Web Address: <http://admin.ks.gov/offices/procurement-and-contracts>

Item: Auctioneering Services

Agency: Department of Revenue

Period of Contract: October 1, 2016 through September 30, 2017
With one (1) one (1) year renewal option

Contractor: PURPLE WAVE INC
825 LEVEE DR
MANHATTAN KS 66502-5012
SMART ID: 0000018143
Toll Free Telephone: 866-608-9283
Local Telephone: 785-537-5057
Cell: 785-317-2181
Fax: 866-604-2264
FEIN: 26-0724318
Contact Person: Suzy McKee
Email: suzy@purplewave.com

Conditions:

By mutual agreement of both parties, this contract is renewed for the period October 1, 2016 through September 30, 2017.

CONTRACT RENEWAL

Date of Renewal: June 2, 2010

Contract Number: 12440AB

PR Number: 017381

Procurement Officer: Kenna Lierz
Telephone: 785-296-1171
E-Mail Address: kenna.lierz@da.ks.gov
Web Address: <http://admin.ks.gov/offices/procurement-and-contracts>

Item: Auctioneering Services

Agency: Department of Revenue

Period of Contract: October 1, 2010 through September 30, 2016
With two (2) one (1) year renewal options

Contractor: Purple Wave, Inc
825 Levee Dr
Manhattan, KS 66502
SMART ID: 0000018143
Toll Free Telephone: 866-608-9283
Local Telephone: 785-537-5057
Cell: 785-317-2181
Fax: 866-604-2264
FEIN: 26-0724318
Contact Person: Suzy McKee
Email: suzy@purplewave.com

Amendment: Amendment 1—Contract renewal through September 30, 2011
Amendment 2—Contract renewal through September 30, 2011
Amendment 3—Contract renewal through September 30, 2012
Amendment 4—Contract renewal through September 30, 2013
Amendment 5—Contract renewal through September 30, 2014
Amendment 6—Contract renewal through September 30, 2015
Amendment 7—Contract Renewal through September 30, 2016

Prices: See Attached

Payment Terms: Net 30

Pricing **is** available to the political subdivisions.

Agencies **may** use Business Procurement Card for purchases from this contract.

No Administrative Fee will be assessed against purchases from this contract.

CONDITIONS

This renewal is made in accordance with the “**Term of Contract**” clause contained in the original contract dated **November 19, 2009** and any addenda issued thereafter. Approval of this renewal has been expressed by the contractor and the Director of Purchases for the State of Kansas.

Quarterly Reports: The contractor is required to submit quarterly, to the Division of Purchases, all acquisitions made by the State from this contract. This report should include as a minimum the agency name, quantity, description, and amount.

State Credit Card: Presently, the State is implementing a program for agencies to use a Business Procurement Card (Visa) to pay for some of its purchases. At this time, the use of the card is limited to a few agencies and a selected group of commodities. No additional charges will be allowed for using the card.

Conditions of Contract: The following terms and conditions of award are incorporated by reference and include: State of Kansas DA-45/146a; specifications and conditions of the proposal including any addenda; contractor’s response including any addenda, appendices and exhibits.

Contract Documents: The solicitation and any amendments and the bid response and any amendments of the contractor shall be incorporated along with the DA-146a into the written contract award which shall compose the complete understanding of the parties.

In the event of a conflict in terms of language among the documents, the following order of precedence shall govern:

1. Form DA-146a;
2. Written modifications to the executed contract;
3. Written contract signed by the parties;
4. The solicitation including any and all addenda; and
5. Contractor's written bid response submitted in response to the Request as finalized.

Contract Formation: No contract shall be considered to have been entered into by the State until all statutorily required signatures and certifications have been rendered; funds for the contract have been encumbered with the Division of Accounts and Reports; and a written contract has been signed by the contractor.

Notices: All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively "notices") which may be required or desired to be given by either party to the other shall be **IN WRITING** and addressed as follows:

**Kansas Division of Purchases
800 SW Jackson St, Suite 600
Topeka, Kansas 66612-1286
RE: Contract number 12440**

or to any other persons or addresses as may be designated by notice from one party to the other.

Termination for Cause: The Director of Purchases may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:

- the Contractor fails to make delivery of goods or services as specified in this contract; or
- the Contractor provides substandard quality and/or workmanship;
- the Contractor fails to perform any of the provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms.

The Director of Purchases shall provide Contractor with written notice of the conditions endangering performance. If the Contractor fails to remedy the conditions within ten (10) days from the receipt of the notice (or such longer period as State may authorize in writing), the Director of Purchases shall issue the Contractor an order to stop work immediately. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of the notice.

Termination for Convenience: The Director of Purchases may terminate performance of work under this contract in whole or in part whenever, for any reason, the Director of Purchases shall determine that the termination is in the best interest of the State of Kansas. In the event that the Director of Purchases elects to terminate this contract pursuant to this provision, it shall provide the Contractor written notice at least 30 days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Contractor shall continue to perform any part of the work that may have not been terminated by the notice.

Debarment of State Contractors: Any contractor who defaults on delivery or does not perform in a satisfactory manner as defined in this contract may be barred for a period up to three (3) years, pursuant to KSA 75-37,103, or have their work evaluated for pre-qualification purposes.

Rights and Remedies: If this contract is terminated, the State, in addition to any other rights provided for in this contract, may require the Contractor to transfer title and deliver to the State in the manner and to the extent directed, any completed materials. The State shall be obligated only for those services and materials rendered and accepted prior to the date of termination.

In the event of termination, the Contractor shall receive payment prorated for that portion of the contract period services were provided to and/or goods were accepted by State subject to any offset by State for actual damages including loss of federal matching funds.

The rights and remedies of the State provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

Force Majeure: The Contractor shall not be held liable if the failure to perform under this contract arises out of causes beyond the control of the Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Contractor's employees, and freight embargoes, etc.

Waiver: Waiver of any breach of any provision in this contract shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by State shall not constitute a waiver.

Independent Contractor: Both parties, in the performance of this contract, shall be acting in their individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor accepts full responsibility for payment of unemployment insurance, workers compensation and social security as well as all income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this contract.

Staff Qualifications: The Contractor shall warrant that all persons assigned by it to the performance of this contract shall be employees of the Contractor (or specified Subcontractor) and shall be fully qualified to perform the work required. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work under this contract.

Failure of the Contractor to provide qualified staffing at the level required by the proposal specifications may result in termination of this contract and/or damages.

Subcontractors: The Contractor shall be the sole source of contact for the contract. The State will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.

Proof of Insurance: Upon request, the contractor shall present an affidavit of Worker's Compensation, Public Liability, and Property Damage Insurance to the Division of Purchases.

Conflict of Interest: The Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any professional personnel who are also in the employ of the State and who are providing services involving this contract or services similar in nature to the scope of this contract to the State. Furthermore, the Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any state employee who has participated in the making

of this contract until at least two years after his/her termination of employment with the State.

Confidentiality: The Contractor may have access to private or confidential data maintained by State to the extent necessary to carry out its responsibilities under this contract. Contractor must comply with all the requirements of the Kansas Open Records Act in providing services under this contract. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this contract shall be disseminated by either party except as authorized by statute, either during the period of the contract or thereafter. Contractor must agree to return any or all data furnished by the State promptly at the request of State in whatever form it is maintained by Contractor. On the termination or expiration of this contract, Contractor will not use any of such data or any material derived from the data for any purpose and, where so instructed by State, will destroy or render it unreadable.

Nondiscrimination and Workplace Safety: The Contractor agrees to abide by all federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws, rules and regulations may result in termination of this contract.

Environmental Protection: The Contractor shall abide by all federal, state and local laws, rules and regulations regarding the protection of the environment. The Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws, rule or regulations may result in termination of this contract.

Hold Harmless: The Contractor shall indemnify the State against any and all loss or damage to the extent arising out of the Contractor's negligence in the performance of services under this contract and for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work under this contract.

The State shall not be precluded from receiving the benefits of any insurance the Contractor may carry which provides for indemnification for any loss or damage to property in the Contractor's custody and control, where such loss or destruction is to State property. The Contractor shall do nothing to prejudice the State's right to recover against third parties for any loss, destruction or damage to State property.

Care of State Property: The Contractor shall be responsible for the proper care and custody of any State owned personal tangible property and real property furnished for Contractor's use in connection with the performance of this contract, and Contractor will reimburse State for such property's loss or damage caused by Contractor, normal wear and tear excepted.

Prohibition of Gratuities: Neither the Contractor nor any person, firm or corporation employed by the Contractor in the performance of this contract shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any State employee at any time.

Retention of Records: Unless the State specifies in writing a different period of time, the Contractor agrees to preserve and make available all of its books, documents, papers, records and other evidence involving transactions related to this contract for a period of five (5) years from the date of the expiration or termination of this contract.

Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds five (5) years.

The Contractor agrees that authorized federal and state representatives, including but not limited to, personnel of the using agency; independent auditors acting on behalf of state and/or federal agencies shall have access to and the right to examine records during the contract period and during the five (5) year post-contract period. Delivery of and access to the records shall be at no cost to the state.

Antitrust: If the Contractor elects not to proceed, the Contractor assigns to the State all rights to and interests in any cause of action it has or may acquire under the anti-trust laws of the United States and the State of Kansas relating to the particular products or services purchased or acquired by the State pursuant to this contract.

Modification: This contract shall be modified only by the written agreement of the parties with the approval of the PNC. No alteration or variation of the terms and conditions of the contract shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.

Assignment: The Contractor shall not assign, convey, encumber, or otherwise transfer its rights or duties under this contract without the prior written consent of the State.

This contract may terminate in the event of its assignment, conveyance, encumbrance or other transfer by the Contractor without the prior written consent of the State.

Third Party Beneficiaries: This contract shall not be construed as providing an enforceable right to any third party.

Captions: The captions or headings in this contract are for reference only and do not define, describe, extend, or limit the scope or intent of this contract.

Severability: If any provision of this contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected and each provision of this contract shall be enforced to the fullest extent permitted by law.

Governing Law: This contract shall be governed by the laws of the State of Kansas and shall be deemed executed at Topeka, Shawnee County, Kansas, unless otherwise specified and agreed upon by the State of Kansas.

Jurisdiction: The parties shall bring any and all legal proceedings arising hereunder in the State of Kansas, District Court of Shawnee County, unless otherwise specified and agreed upon by the State of Kansas. The United States District Court for the State of Kansas sitting in Topeka, Shawnee County, Kansas, shall be the venue for any federal action or proceeding arising hereunder in which the State is a party.

Mandatory Provisions: The provisions found in Contractual Provisions Attachment (DA-146a) are incorporated by reference and made a part of this contract.

Integration: This contract, in its final composite form, shall represent the entire agreement between the parties and shall supersede all prior negotiations, representations or agreements, either written or oral, between the parties relating to the subject matter hereof. This contract between the parties shall be independent of and have no effect on any other contracts of either party.

Criminal Or Civil Offense: Any conviction for a criminal or civil offense of an individual or entity that controls a company or organization or will perform work under this contract that indicates a lack of business integrity or business honesty must be disclosed. This includes (1) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a state contractor. For the purpose of this section, an individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 percent or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in termination of the contract.

Injunctions: Should Kansas be prevented or enjoined from proceeding with the acquisition before or after contract execution by reason of any litigation or other reason beyond the control of the State, contractor shall not be entitled to make or assert claim for damage by reason of said delay.

Statutes: Each and every provision of law and clause required by law to be inserted in the contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then on the application of either party the contract shall be amended to make such insertion or correction.

Materials and Workmanship: The Contractor shall perform all work and furnish all supplies and materials, machinery, equipment, facilities, and means, necessary to complete all the work required by this contract, within the time specified, in accordance with the provisions as specified.

The contractor shall be responsible for all work put in under these specifications and shall make good, repair and/or replace, at the contractor's own expense, as may be necessary, any defective work, material, etc., if in the opinion of agency and/or Division of Purchases said issue is due to imperfection in material, design, workmanship or contractor fault.

Industry Standards: If not otherwise provided, materials or work called for in this contract shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all codes and regulations which shall apply.

Federal, State and Local Taxes: Unless otherwise specified, the price shall include all applicable federal, state and local taxes. The contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this contract. **The State of Kansas is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the price.**

The State makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

Accounts Receivable Set-Off Program: During the course of this contract if the contractor is found to owe a debt to the State of Kansas, agency payments to the contractor may be intercepted / setoff by the State of Kansas. Notice of the setoff action will be provided to the contractor. The contractor shall credit the account of the agency making the payment in an amount equal to the funds intercepted.

K.S.A. 75-6201 et seq. allows the Director of Accounts & Reports to setoff funds the State of Kansas owes contractors against debts owed by the contractors to the State of Kansas. Payments setoff in this manner constitute lawful payment for services or goods received. The contractor benefits fully from the payment because its obligation to the State is reduced by the amount subject to setoff.

Indefinite Quantity Contract: This is an open-ended contract between the contractor and the State to furnish an undetermined quantity of a good or service in a given period of time. The quantities ordered will be those actually required during the contract period, and the Contractor will deliver only such quantities as may be ordered. No guarantee of volume is made.

Price Adjustments: Prices shall remain firm for the entire contract period. Prices quoted shall be net delivered, including all trade, quantity and cash discounts. Any price reductions available during the contract period shall be offered to the State of Kansas. Failure to provide available price reductions may result in termination of the contract.

On the yearly anniversary date of this contract, costs may remain at the price bid or a request for adjustment may be made, either upward or downward, keyed to industry changes. Contractor shall furnish documentation at least 30 days prior to expiration date to substantiate any claim for increase. Price increases shall not exceed five percent (5%) of the existing contract. The State of Kansas reserves the right to accept, amend or deny any such price increase. If parties to the contract cannot agree on renewal terms, it is hereby understood that the contract will be re-bid.

Performance Guaranty/Bond: The Contractor shall file with the Director of Purchases a performance guaranty/bond in the amount of **\$50,000**. The guaranty shall be released upon the completion of this contract subject to total or partial forfeiture for failure to adequately perform the terms of this contract. If damages exceed the amount of the guaranty, the State may seek additional damages.

A performance guaranty must be one of the following:

- (1) certificate of deposit payable to the State; or
- (2) a properly executed bid bond payable to the State.

Necessary bond forms will be furnished by the Division of Purchases and can be completed by any General Insurance Agent. Bonds shall be issued by a Surety Company licensed to do business in the State of Kansas.

SPECIFICATIONS
Group 2
Kansas Department of Revenue
Alcoholic Beverage Control

Introduction and Background

The Kansas Department of Revenue/ Alcoholic Beverage Control (hereinafter KDOR/ABC) is establishing this contract with the contractor(s) to perform logistical and auction services for KDOR/ABC. There are occasions that KDOR/ABC, in the performance of its duties, must seize the assets of individuals and/or businesses to satisfy the unresolved tax debts owed to the State of Kansas. In conjunction with that process, contractor shall provide logistical support following the asset seizures, i.e. packaging, loading and transportation of seized assets. KDOR is also contracting an auction company in conjunction with the logistical support or separate from the logistical support to auction such items at public auction to satisfy the outstanding tax obligations.

Seized assets may include but are not limited to: Vehicles, watercraft, real and personal property, farm equipment, construction equipment, jewelry, collectibles, electronics, furniture, household furnishings, antiques, firearms, and alcoholic beverages.

Seized assets may be located at various locations statewide. Contractor shall be required to inventory, load, and transport seized property from the various locations to the contractor's storage facility or possibly provide storage for an extended period of time.

Contractor shall perform the services related to the above actions on a state wide or regional basis. The contractor for the logistical services shall have ample resources to expedite removal of seized assets from various locations; examples include but are not limited to: box trucks, flatbed trailers, box trailers, car hauling capabilities, forklifts, etc.

KDOR/ABC currently performs 5-10 auctions annually. Historically the estimated gross sale has been between \$45,000 and \$55,000 per auction.

TERM OF CONTRACT: The contract period will be for twelve months commencing October 1, 2010, however, KDOR/ABC reserves the right to renew the contract for seven (7) additional years based upon the contractor's performance.

Scope of Service Detailed Specifications – Auction

Contractor shall provide live public auction services at contractor location or other locations as specified by KDOR/ABC on the date and time agreed to between contractor and KDOR/ABC.

Contractor shall be available to receive and accept seized assets a minimum of four weeks in advance of the agreed upon auction date. Usually seized assets are obtained from separate unrelated sources. Thus, contractor must ensure that property contains an identification tag significant to distinguish it from other property and not co-mingle the property items with other unrelated property.

Contractor shall provide advice on the value and salability of assets seized. A lot may be made up of several items to make a minimum bid price of \$25.00 or greater whenever possible. However, items from different consignors may not be co-mingled.

Contractor shall have resources available for contact during regular business hours.

Contractor shall have or have access to proper licensing for sale and storage of all seized assets (i.e. firearms, liquor, etc.).

Contractor shall provide a web site to advertise items and events and shall arrange a picture display of sale items at least ten (10) days prior to the auction, as well as, organize and set up all items to be sold at auction. Though internet bidding is not a requirement of the contract, contractor should provide information in proposal on internet bidding capabilities.

Contractor shall arrange all event advertising, event facilities, merchandise cataloging, merchandise storage, and merchandise preparation for sale.

Any additional expenses above the auction commission must be pre-approved by KDOR/ABC who reserves the right to provide any of these services through other vendors or internal agencies. Contractor may be asked to perform general maintenance or repairs to merchandise at KDOR/ABC discretion and advanced approval (i.e. minor repairs, installing new batteries, general cleaning of merchandise, obtaining and installing needed replacement parts, etc)

Contractor must maintain an accurate accounting for all sold assets by auction date, sale location, and taxpayer/consignor.

Contractor must provide KDOR/ABC with a \$50,000 bond to secure funds held in escrow.

KDOR/ABC reserve the right to conduct these auctions as absolute or to place a reserve on certain items.

All items will be retained by contractor until payment in full is received from buyer. Contractor shall ensure payment by buyer is adequate and secure. In the case of inadequate payment (i.e. bad check, partial payment, etc) contractor shall be responsible for all collection activities at their expense. In case of buyer default and the item is left with contractor without any payment, the item will be sold at the next available and agreed upon auction date and proceeds remitted to the KDOR/ABC.

Contractor has the right to impose reasonable fees and penalties upon buyers who request additional services or fail to comply with the terms of the auction. Examples would include collection costs, late pickup fees, shipping and handling fees, rigging and loading fees, and handling fees for non-retrieved merchandise.

KDOR/ABC authorizes contractor to start and move equipment to the auction areas and to move items within the auction area for the purpose of arrangement, display, and/or demonstration. If any damage is incurred during the movement and auction of seized assets in the possession of the auction vendor, the vendor will be responsible for the repair or will pay KDOR/ABC the difference between the "damaged good" sale price and what the fair auction sale price would have been without the damage. Any and all damage(s) shall be reported to the KDOR/ABC contact representative immediately and appropriate actions will be decided.

By utilizing this contract, KDOR/ABC engages the contractor as the agent of the seller for purposes related to the auction only. Contractor shall have the authority to execute bills of sale to purchasers at the auction and to receive, demand, collect, and remit sale proceeds.

Titles may be signed and sent to contractor for dispersal or proper Power of Attorney forms may be provided to contractor's staff for title distribution to the appropriate buyer. All titles will be filled out with a buyer's name, address, sale date, and purchase price and then photocopied by the contractor prior to being distributed to buyers, if contractor has them in their possession at the time of auction. Otherwise, KDOR/ABC may retain the titles, complete the buyer information, make photocopies, and distribute when secured payment has been verified by contractor as received.

Note: Buyer payment by personal check or non-secured funds will result in a 14 day minimum wait for distribution of the title. Titles shall not be distributed until all reasonable actions have been taken to verify that payments are valid and secure.

Contractor shall have the ability to provide upon request an itemized list of items sold within ten (10) working days following the auction. Contractor shall provide the final itemized statement(s) for each consignor/lot within twenty-five (25) days of auction date. The final itemized statement(s) shall detail the bid price, all auction expenses and fees, and a final net proceeds amount, broken down for each KDOR/ABC consignor and lot. KDOR/ABC shall have up to five (5) days to review the final itemized statements. Contractor and KDOR/ABC will then rectify any discrepancies and the contractor shall remit payment for the final net proceeds amount to KDOR/ABC. Regardless, the auction shall be completely finalized within thirty (30) calendar days of the auction date.

Contractor shall be responsible for enforcing all terms of the sale agreed upon by both parties during negotiations and auction planning.

Specific items may be removed from the auction or the entire auction cancelled or postponed at any time at the discretion of KDOR/ABC with the contractor responsible for public notification. Prior to the auction items must be able to be retrieved for return to owners if necessary.

Scope of Service Detailed Specifications – Logistical Support

Contractor may be required to arrange the packing and moving of merchandise by providing adequate equipment/vehicles (i.e. Forklifts, tow trucks, flatbeds, etc.) to transport seized assets to the auction location in a safe and timely manner.

Contractor may be asked to pack, transport, move, haul, and/or drive seized property from a storage location to the auction location or contractor's facility. Contractor shall be flexible on scheduled start and end times for this activity.

Contractor agrees to have the final billing for logistical services completed and submitted to KDOR/ABC, within ten (10) working days following the service date. Billing should be itemized and detail all logistic expenses, including any pertinent receipts.

Contractor shall have access to adequate resources to support the scope of the activity to accomplish the inventory, packing, and moving of seized items in an expedient manner.

Contractor shall take digital images of seized assets and provide them to KDOR/ABC upon request to document the asset's condition at the time the contractor receives the property.

Contractor shall have the ability or resources to properly handle and safely transport property and be in possession of any and all applicable required permits, licenses, etc. in compliance with Federal, State, and local laws. It shall be contractor's responsibility to inform KDOR/ABC if they are not properly licensed to transport a specific item.

Any damage to property which is incurred while in contractor's possession, including during the removal and transport of seized assets, shall be the responsibility of the contractor.

Contractor must be available for contact during regular business hours.

Contractor shall need to provide necessary supplies for inventory, packing, and moving of seized assets (i.e. Labels, boxes, tape, etc.).

Contractor shall be responsible for the safe and secure storage of assets during transport and storage times. Contractor must maintain proper insurance and take prudent steps to ensure property is not damaged, stolen, and/or destroyed.

Contractor may provide contractor owned, rented, or leased storage trailers or facilities for use by KDOR/ABC.

GROUP 2
COST – Auction Services

Contractor Name: Purple Wave, Inc.

Auction fees: 0 % of Gross Sales
Advertising: At true cost, if desired and approved by KDOR/ABC
Storage fees: N/A
Other Costs: 10% Buyers Premium

A “buyer’s premium” or fee of 10% of the final winning bid price will be charged to each winning bidder. This fee will be retained by Purple Wave for providing all online auctions. These fees compensate Purple Wave for auction services performed including: lotting and listing auction merchandise for sale on purplewave.com, marketing of the merchandise to Purple Wave’s 50,000 base of registered customers, conduction an auction sale, collection of funds from winning bidders and settlement of funds with the selling governmental entity. Additionally, a commission will be retained from the settlement proceeds of:

- 0% of gross sales for auctions conducted online only

Purple Wave will provide its award winning marketing services at cost to KDOR/ABC. Upon award of the contract, Purple Wave’s Marketing Manager will tailor a marketing plan to your auction or auctions. The plan will be approved by KDOR/ABC prior to implementation.