

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (“Agreement”) is entered into by and between the _____ (“Account Holder”) and the Department of Central Management Services (“CMS”), pursuant to the “Intergovernmental Cooperation Act” (5 ILCS 220).

WHEREAS, CMS has developed iBid Online Auction (“iBid”), which allows the general public, through the internet, to bid, among other things, on State surplus items and easily monitor their bids throughout the duration of a weekly auction; and

WHEREAS, Account Holder would like to use the iBid system to sell its surplus property.

NOW, THEREFORE, CMS and Account Holder agree as follows:

1. CMS will provide access to and use of its iBid system including, but not limited to, auction sales system, user templates, report management system, and training, to Account Holder at the rates set forth below.

2. Fees: Account Holder agrees to the following fees and charges:

a) CMS Fee:

i. CMS will assess an administrative fee equal to two percent (2%) of the gross sales price of each item sold by Account Holder for access to and utilization of the iBid system. Such administrative fee shall be paid to the “Illinois Department of Central Management Services, General Revenue Fund, (GRF)”.

ii. Starting with the 31st day of the Agreement, the administrative fee will be charged to Account Holder. An invoice shall be generated and issued to Account Holder at end of each month showing the administrative fee for the prior month’s completed sales. Account Holder shall remit payment of the administrative fee to CMS within 30 days after receipt of such invoice.

iii. If Account Holder fails to pay the administrative fee within 60 days after receipt of an invoice, in addition to all other remedies available at law or in equity, CMS may, in its sole discretion, limit, suspend, or terminate Account Holder’s access to the iBid system; and

b) Credit Card Setup Fee: If Account Holder elects to accept credit cards as a

form of payment, the Account Holder shall pay a one-time setup fee of \$295 to Assetworks Corporation to configure the integration with the State Treasurer’s “ePay” credit card payment gateway.

3. Account Holder agrees to follow the procedures outlined in Exhibit A, attached hereto and incorporated herein by reference, to sell its surplus property on iBid.

4. Records Retention. CMS and Account Holder shall maintain for a minimum of three (3) years after the completion of the Agreement, or for a longer period if required by applicable federal laws and regulations, all records and supporting documents created pursuant to the Agreement. Those records shall be available for review and audit by CMS, Account Holder and the Auditor General of the State of Illinois. In the event the Account Holder is subject to specialized records retention requirements, the Account Holder shall advise CMS of such requirements in writing.

5. Laws of Illinois. This Agreement shall be governed in all respects by the laws of the State of Illinois.

6. Ability to Contract. Each party represents to the other that it has the legal authority to enter into this Agreement. With respect to the subject matter of this Agreement, each party shall duly authorize and execute any additional agreements, documents, instruments, amendments and certifications reasonably necessary and appropriate to maintain compliance with any applicable law.

7. Entire Agreement. This Agreement, including any attachments or amendments, constitutes the entire agreement between the parties concerning the subject matter of the Agreement and shall supersede and declare null and void any and all prior agreements between the parties regarding the subject matter hereof. Modifications and waivers must be in writing and signed by authorized representatives of the parties.

8. Term. This Agreement shall become effective when executed by all parties and shall continue in full force and effect for one (1) year unless terminated as set forth hereinbelow. This Agreement may be renewed for four (4) additional one (1) year periods upon the mutual written agreement of the parties. Either party may terminate this Agreement upon 30 days' prior written notice to the other party.

9. Multiple Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered to be one and the same agreement, binding on all parties hereto, notwithstanding that all parties are not signatories to the same counterpart. Further, duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

10. Amendments. This Agreement may be amended in writing from time to time by mutual consent of the parties. All amendments to this Agreement must be in writing and fully executed by the parties.

11. Severability Clause. If any provision of this Agreement is found to be invalid, such invalidity shall not affect the validity of the remaining portions of this Agreement.

12. Notices. Any and all notices required to be delivered hereunder shall be deemed delivered when and if personally delivered, or mailed by registered or certified mail, return

receipt requested, postage prepaid (or sent by a recognized overnight courier service with instructions and payment for delivery on the next business day) to the parties as set forth below:

If to CMS: Department of Central Management Services
1924 S. 10 ½ Street
Springfield, IL 62703
Attn: Brent Boesdorfer
Phone: (217) 524-0985
Email: brent.boesdorfer@illinois.gov

If to Account Holder: _____

13. Any party hereto may change the foregoing name and address of the designee to whom notice shall be sent by giving written notice of such change to the other party hereto in the same manner as all other notices are required to be delivered hereunder. Notice as provided herein does not waive service of summons or process.

IN WITNESS WHEREOF, CMS and Account Holder have caused this Agreement to be executed by duly authorized representative of the respective parties on the dates shown below.

Department of Central Management Services _____

By: _____
Printed Name: _____
Title: _____
Date: _____

Exhibit A

1. Pre-Auction Planning: Prior to Auction, Account Holder shall:

- a. Receive authorized access (Log-in ID and Password) to the iBid Auction site. Account Holder shall take all necessary steps to ensure the security of its iBid Log-in ID and Password, and shall notify CMS Property Control/iBid Office of all employees, agents and assigns who are issued access rights;
- b. Prior to sale of items at public auction:
 - i. Create and complete an Auction Item Sheet for each item, which information shall include, but not be limited to, the color, size and condition of each item, item category, inventory number, serial number (if applicable), and purchase price; and
 - ii. Take digital photo(s) of the property and mark the number of photo(s) on the Auction Item Sheet.
- c. Assume all responsibility for the detailed listing of each item offered for sale on iBid and be solely liable for any inaccuracies, errors or omissions in the detailed listing provided or omitted by Account Holder. CMS assumes no liability as to the validity or accuracy of items posted by Account Holder.
- d. Ensure computer equipment has been checked to verify that hard drives have been properly wiped and overwritten. Account Holder is responsible for wiping the hard drive(s) of any computer equipment sold at auction consistent with the requirements of the Data Security on State Computers Act (20 ILCS 450/1).
- e. Determine if bidders can preview items and, if not, state so in the item listing. Property should be displayed and/or secured in locked storage to be viewed and await winning bidder payment and pick-up.

2. Listing of Property to Sell:

- a. Account Holder shall be responsible for and make sure that (i) the property title and description are entered into the on-line auction system; (ii) the start date and time is entered for each item; (iii) the inventory number or serial number is recorded; (iv) photo(s) are uploaded; and (v) an item view page is printed and retained (one copy should be placed on or with property item being sold).
- b. Any questions regarding the items being sold at auction will be directed to the Account Holder. The Account Holder will designate a representative of the

Account Holder to serve as the point of contact for any inquiries regarding an item being sold by the Account Holder.

- c. Any questions regarding the iBid website or registration for the iBid system will be directed to CMS. CMS will have no responsibility for informing the public about items posted by the Account Holder.
 - d. CMS may edit or remove any auction item CMS, in its sole and final discretion, deems to be inappropriate, offensive, misleading, illegal, in violation of the iBid terms and conditions, or for any other reason whatsoever.
3. Payment for Property: Payment is made on-line with a Visa/MasterCard credit or debit card, unless Account Holder elects to accept Cashier's Checks, Bank Drafts or Money Orders and indicates the same in the item listing. In instances of high-dollar sales that exceed credit card limits, Account Holder may elect to accept a Money Order or Cashier's Check made payable to:_____.
 4. Picking up Property: Account Holder shall determine and provide notice of where sold items can be picked up. The winning bidder must present a receipt showing payment for the property. Account Holder may verify electronic payment using the iBid administrative site. The iBid Receipt will include the item information, auction number, price and date of pick up. Account Holder staff must sign the iBid Receipt and obtain the winning bidder's signature accepting transfer of property. Shipping arrangements made by the winning bidder will require the commercial carrier to present a letter or email from the winning bidder authorizing pick-up and shipment by such carrier.
 5. Post-Auction Procedures: The Account Holder will be responsible for resolving any and all problems that may occur post-auction, including, but not limited to, issues regarding the condition of an item, payment disputes or any other claims or protests regarding an auction item. A copy of the iBid Receipt should be filed with the original item view page for an audit trail. Account Holder shall provide a report of monthly sales figures (Y-T-D also available from iBid Administration Site) to CMS, upon request. Account Holder shall be responsible for maintaining all documents, file copies, reports, etc. in connection with any property sold by Account Holder on the iBid system.