

---

# MEMO

APPROVED  
10/04/2021



DATE: September 28, 2021  
FROM: Megan L. Blackford  
Assistant Procurement Director  
TO: Board of County Commissioners  
SUBJECT: Agreement – Purple Wave, Inc.

A handwritten signature in black ink that reads "Megan L. Blackford".

Submitted for your approval and execution is the attached agreement between the Board of County Commissioners on behalf of the Tulsa County Engineering Department and Purple Wave, Inc. for auctioneer services for a term beginning upon approval and execution and extending through June 30, 2022. Purple Wave, Inc. hosts an online auction platform in which the Tulsa County Engineering Department and Highway Districts may utilize to sell surplus County property identified during the agreement term pursuant to 19 O.S. 421 et seq. for a fee of \$100.00 per lot as further described in the attached.

This agreement is respectfully submitted for your approval and execution.

MLB

SUBMITTED FOR: The October 4, 2021 BOCC meeting agenda.

CMF# 20212238



# UMBRELLA INTERNET AUCTION AGREEMENT

APPROVED  
10/04/2021

This Umbrella Internet Auction Agreement ("Agreement") is made by and between the Seller identified below and Purple Wave, Inc. ("Auctioneer"), together, ("Parties"). For good and valuable consideration, Auctioneer authorizes Seller's use of Auctioneer's website, www.purplewave.com, as an online auction platform where Auctioneer will list Seller's property ("Property") as Seller makes available to Auctioneer on any valid Exhibit 1 (or any other Property made available to Auctioneer for sale on a subsequent Property list) as set forth below:

**TERM:** The term of this Agreement shall be through **June 30, 2022.**

**SELLER INFORMATION:**

Customer Number & Segment: 340181 & Government  
Company Name: Tulsa County, Oklahoma  
Representative Name and Title: Alex Mills, Department Head  
Address: 218 W. 6<sup>th</sup> St., Tulsa, Oklahoma 74119  
Phone / Email: (918) 596 - 5000

**SETTLEMENT PAYMENT INSTRUCTIONS:** Auctioneer will distribute Auction Proceeds within 15 business days of an auction date as instructed by the Seller in the Settlement Payment Instructions.

**SELLER FEES:** Seller will pay a listing fee of \$100 per lot. If applicable, Seller will also pay a service fee(s) of 0 % of the winning bid(s). Other: Waived Listing Fee

Internal Use Only  
**G**

**ENCUMBRANCES:** Seller owns and has the authority to sell the Property without consent of any third party and without condition. The Property is not subject to any liens or secured lines of credit. Seller will notify the Auctioneer of any future encumbrance or lien on the Property prior to the start of any Auction, will ensure Property is or will be free and clear of encumbrances or liens before conclusion of the Auction, and authorizes the Auctioneer to work directly with the encumbering party to clear the encumbrance. Auctioneer, at its discretion, may perform title, lien, or UCC searches to confirm encumbrance status on the Property or Seller. The Seller has no recent, current, or pending bankruptcy, lawsuit, tax lien or any other circumstance that could result in another party making a claim against the Property or the auction proceeds and will notify Auctioneer prior to the start of any Auction should such circumstance arise.

**SIGNATURES:** The Parties execute this Agreement effective the last date written below. This Agreement, including the accompanying Exhibit 1 and listing sheets, updated Property list(s), Settlement Payment Instructions, and other addendums, if any, is the entire Agreement between the Parties and all prior discussions, agreements or understandings are completely merged into and superseded by this Agreement. The representatives below have authority to commit the Parties contractually and agree to the Agreement including the Terms and Conditions on Page 2.

Seller:		Stan Sallee, Chairman, Board of County Commissioners of the County of Tulsa	10/04/2021
	Signature	Printed	Title
Auctioneer:		Rachel Houglund	09/27/21
	Signature	Printed	Title

Approved as to form:  
**James G. Rea** Digitally signed by James G. Rea  
Assistant District Attorney Date: 2021.09.27 17:31:06 -05'00'

Attest:   
Michael Willis, County Clerk

CMF# 20212238

## Internet Auction Agreement – Terms and Conditions

### The Auctioneer will do the following:

1. Exercise best professional judgement and effort to lot, market, and auction the Property in a manner most likely to yield the best net sales prices under the circumstances
2. Use best efforts to qualify bidders and collect payments
3. Collect and remit sales taxes according to state regulations
4. Coordinate transfer of title between Seller and Buyer
5. Send Proceeds to Seller within 15 business days of Auction, less any Compensation due to the Auctioneer
6. Follow applicable laws and regulations and obtain any necessary permits, bonds, and insurance

**EXCLUSIVE LISTING** – Seller will withdraw the Property from any other selling service. The Seller will list the Property for sale exclusively with the Auctioneer. Seller will not withdraw any portion of the Property from the Auction except with (a) prior written consent of the Auctioneer and only after (b) reimbursing Auctioneer for Compensation described below based on a 3<sup>rd</sup> party appraisal and all expenses for advertising retractions and similar expenditures to cancel the Auction.

**USE OF WEBSITE** – The Property will sell in an Internet-only auction on Auctioneer's website [www.purplewave.com](http://www.purplewave.com). The Auctioneer will manage the website listing based on the information Seller provides to the Auctioneer. If Seller notices missing or incorrect information in the Property description on the website or auction advertising, the Seller will notify Auctioneer promptly. Seller agrees Auctioneer will post the Auction results on Auctioneer's website.

**TITLES** – Seller authorizes Auctioneer, as Seller's agent and power of attorney, to execute any documents necessary to transfer, or document the transfer, of the Property sold at this Auction, including bills of sale, titles, or requests for duplicate titles.

**RIGHT TO POSTPONE** – In event of a technical failure, bidding error, or other unforeseen emergency, Auctioneer may, at its discretion, cancel or postpone any item(s) in the Auction and may take actions, such as re-listing items in a future Auction, to allow a natural conclusion to the sale.

**PROPERTY CONDITION** – The Property will be represented and sold in its "as is, where is" condition, without warranties of any kind by Seller or Auctioneer. Seller will complete all Property information and condition disclosure forms requested by Auctioneer. Seller will accurately disclose all Property information and condition and represents that equipment is in safe and working order unless specifically disclosed otherwise in the description. Seller represents the Property has not been modified or tampered with in violation of any laws, including tampering with emission control devices. If there is a dispute with a winning bidder over the condition of the Property, Auctioneer will attempt to resolve the issue on behalf of Seller but may, if necessary, seek Seller's assistance in the resolution. Seller agrees that Auctioneer shall not be liable for any losses or claims related to the condition of the Property except in situations where Auctioneer is at fault and the Seller shall otherwise assume full responsibility for such losses or claims. Seller should maintain casualty insurance (including self-insurance) for the Property until possession is transferred to the winning bidder.

**UNRESERVED AUCTION** – The Property will be sold "absolute" and "without reserve." Once Auctioneer has placed the Property on [www.purplewave.com](http://www.purplewave.com) and received a bid on it, the Auction has begun and the Property must and will be sold for the highest bid received at the end of the Auction. Auctioneer will use words indicating the absolute nature of the auction in event advertising. Although Auctioneer will use its best efforts, no guarantees or representations regarding the level of bidder interest the Property may attract, number of bids or ultimate price that may be received are made by Auctioneer. Seller will accept for the Property the highest winning bid accepted by the Auctioneer (also called the hammer price), less the Compensation due Auctioneer.

### The Seller will do the following:

1. Provide representative to host inspections, answer bidder questions, and coordinate release of Property to Buyer
2. Ensure Property is in safe working order or if not, disclose working condition of Property in disclosures and to the Auctioneer
3. Ensure Property has no encumbrances/liens prior to Auction
4. Provide transferable title or ownership documentation
5. Report to Auctioneer promptly missing or incorrect information on [www.purplewave.com](http://www.purplewave.com) or auction advertising
6. Refrain from shill-bidding (bidding on your own assets)
7. Release Property to Buyers providing 'paid-in-full' invoice

**SHILL BIDDING PROHIBITED** – It is illegal and against Auctioneer's policies for the Seller, Auctioneer (acting as Seller's agent), or anyone else acting on Seller's behalf to bid on the Property. If an innocent third party is the declared the winner bidder, the Auctioneer may complete the sale to that innocent third party and adjust the purchase price to reflect the last good faith bid. In the event the Auctioneer determines the Seller or someone bidding on Seller's behalf, bids on the Property, the Seller will pay Auctioneer an additional administrative fee of two-times the combined Seller Commission and Buyer's Premium the Auctioneer would have otherwise collected from the final winning bid for the Property as compensation for the expense and effort of any related corrective action taken by the Auctioneer, regardless of whether Seller, Seller's agent or an innocent third party is the declared winner of the Property.

**COLLECTIONS** – Auctioneer will use its best efforts to qualify bidders and collect payments from winning bidders however, Auctioneer does not guarantee collection of payment. Auctioneer will collect and remit sales taxes in accordance with state and local regulations. Auctioneer will pay all banking fees and retain any interest or credits earned related to collection of the Auction Proceeds.

**COMPENSATION** – Seller agrees to pay Auctioneer the Seller fee previously stated, if any, applied against the winning bid(s) received and collected for the Property. Seller also agrees Auctioneer may collect and retain from winning bidders a standard buyer's premium of 10% of the winning bid(s) for the Property. Lastly, Seller agrees that Auctioneer may charge and collect late payment or similar reasonable administrative fees from winning bidders when warranted and retain those fees as compensation for additional efforts to address such issues.

**RELEASE TO BUYERS** – Auctioneer will send a copy of the "paid invoice" to the Seller upon collection of payment and Seller will release Property to the winning bidder once invoice has been paid in full. When requested by Seller, Auctioneer will provide best efforts to resolve Property removal issues between winning bidder(s) and Seller.

**NON-DISPARAGEMENT** – Seller agrees not to disparage Auctioneer, its employees or agents, in any way, through verbal, written, or digital formats. The non-disparagement includes, but is not limited to, negative online reviews and negative public or private comments on any social media platforms. To the extent allowed by law, Seller agrees to reimburse Auctioneer's attorney fees, costs, and damages for any violation of this non-disparagement provision. Seller authorizes immediate removal from any platform in the event this paragraph is violated.

**JURISDICTION** – This Agreement shall be governed by the law of the auction location. The auction location shall be the location where the asset is sold from. Auctioneer may waive any provision of this Agreement that benefits the Auctioneer at any time, but no such waiver shall affect any other provisions nor shall it amount to a permanent waiver of that particular provision. This Agreement may be executed in duplicate and in counterparts, but all counterpart signatures shall constitute one original. Facsimile signatures or emailed signatures on this Agreement shall be as sufficient as original ink signatures.

## Internet Auction Agreement – Terms and Conditions

**JURISDICTION (CONT.)** Auctioneer understands that any sale must comply with all requirements of 19 O.S. 421.1 and agrees to the following: 1) Auctioneer will not list items for sale until approved by Seller's point of contact; and 2) Auctioneer agrees that Seller may publish information concerning the sale, including Auctioneer's website and links to the sale in any notices required by applicable law.