

ORDINANCE 2020-06-18-0409

**EXTENDING A CONTRACT WITH PROPERTYROOM.COM, INC., FOR ONLINE AUCTION SERVICES FOR AN ADDITIONAL ONE-YEAR PERIOD FOR AN ESTIMATED ANNUAL REVENUE OF \$200,000.00 (\$99,000.00 ESTIMATED SALES PROCEEDS RETAINED ANNUALLY BY VENDOR), INCLUDED IN THE POLICE DEPARTMENT'S FY 2020 ADOPTED BUDGET.**

\* \* \* \* \*

**WHEREAS**, the City is able to obtain significant savings by purchasing various materials and services on an annual contract basis; and

**WHEREAS**, pursuant to Ordinance No. 2015-01-08-0001, the City entered into an annual contract with PropertyRoom.com, Inc., for online auction services for the San Antonio Police Department; and

**WHEREAS**, this ordinance approves an amendment to the extend the contract for an additional one-year period ending June 22, 2021; and

**WHEREAS**, this purchase meets the requirements under the terms of the Cooperative Purchasing Agreement adopted by the City of San Antonio by Ordinance No. 2009-02-12-0102; and

**WHEREAS**, all expenditures will be in accordance with the applicable fiscal year's budget approved by City Council; **NOW THEREFORE:**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:**

**SECTION 1.** The contract amendment with PropertyRoom.com, Inc., to provide the City with online auction services for the San Antonio Police Department for an estimated annual revenue of \$200,000.00 (\$99,000.00 estimated sales proceeds retained annually by vendor) is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. Attached hereto and incorporated herein for all purposes as **Exhibit I** is a copy of the bid tabulation sheet and amendment.

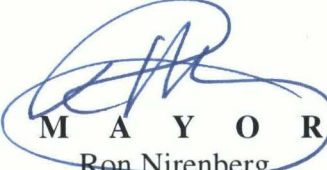
**SECTION 2.** Net funds generated by this ordinance will be deposited in Fund 11001000, Internal Order 217000000004 and General Ledger 4903163.

**SECTION 3.** The financial allocations in this ordinance are subject to approval by the Deputy Chief Financial Officer, City of San Antonio. The Deputy Chief Financial Officer may, subject to concurrence by the City Manager or designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this ordinance.

**SECTION 4.** This ordinance is effective immediately upon passage by eight affirmative votes; otherwise it is effective on the tenth day after passage.

LC  
06/18/20  
Item No. 7

**PASSED and APPROVED this 18<sup>th</sup> day of June, 2020.**



**M A Y O R**  
Ron Nirenberg


**ATTEST:**



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Tina Flores, Acting City Clerk

**APPROVED AS TO FORM:**



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Andrew Segovia, City Attorney



## City of San Antonio

City Council

June 18, 2020

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**Item: 7**

**File Number: 20-3662**

**Enactment Number:**

**2020-06-18-0409**

Ordinance extending a contract with PropertyRoom.com, Inc. for online auction services for an additional one-year period for an estimated \$200,000.00 annual revenue (\$99,000.00 estimated sales proceeds retained annually by vendor), included in the Police Department's FY 2020 Adopted Budget. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Deputy Chief Financial Officer, Finance]

Councilmember John Courage made a motion to approve. Councilmember Rebecca Viagran seconded the motion. The motion passed by the following vote:

**Aye:** 10 Nirenberg, Treviño, Andrews-Sullivan, Viagran, Rocha Garcia,  
Gonzales, Cabello Havrda, Sandoval, Courage and Perry

**Absent:** 1 Pelaez

LC  
06/18/20  
Item No. 7

# Exhibit I

Opened: June 23, 2014 Annual Contract for SAPD Online Auction		<b>NJPA Cooperative Contract # 041316-PRC</b>	
For: 6100004596		PropertyRoom.com, Inc. 5257 Buckeystown Pike, Suite 475 Frederick, MD 21704 240-575-6978	
		AAS	
Item	Description	Estimated Quantity	
1	<b>Contractor's Commission</b>  Product Auctioned:  Percentage of Commission Offered  Warranty:	Proportional to sales	City's portable personal property collected and Surplus City owned property 50% of first \$1,000 of winning bid, 25% if any exceeds \$1,000.00 90-days product guarantee (or) manufacturer's standard commercial warranty
2	<b>Credit Card Processing Costs</b> Percentage of Costs shared	Proportional to sales	50% of cost shared with the City
3	<b>Fuel Surcharge for Pickup</b> Diesel: Price (per Gallon)	As Needed	Less than \$2.50/gallon ( \$0.00 Surcharge) \$2.50 to \$2.99/gallon ( \$12.40 Surcharge) \$3.00 to \$3.49/gallon ( \$24.80 Surcharge) \$3.50 to \$3.99/gallon ( \$37.20 Surcharge) \$4.00 to \$4.49/gallon ( \$49.60 Surcharge) \$4.50 to \$4.99/gallon ( \$62.00 Surcharge) \$5.00 to \$5.49/gallon ( \$74.40 Surcharge)
4	<b>Disposition Proceeds per item</b> Percentage of Disposition Fee Offered   Delivery-Pickup  Payment Terms	Varies	Contractor retains proceeds upto \$250.00 Proceeds greater than \$250.00 are 50% split  Monthly- Calls 2 weeks prior to pickup  Net 30

**\*NOTE:**

Per Cooperative Purchasing Contract number 041316-PRC through National Joint Power Alliance





City of San Antonio

CONTRACT NAME:	Annual Contract for SAPD, Online Auction Services
CONTRACT NUMBER:	RFO No. 6100004596, City assigned contract No.
VENDOR NAME:	PropertyRoom.com, Inc.
VENDOR ADDRESS:	5757 Buckeystown Pike, Suite 475 Frederick, MD 21704
ATTN:	Andrew Nash, CEO
AMENDMENT:	1
EFFECTIVE DATE OF AMENDMENT:	Upon approval by City Council

Whereas, the City of San Antonio (“City”) entered into a contract with PropertyRoom.com, Inc. to provide the San Antonio Police Department (SAPD) with online auction services which, as renewed, terminates on June 23, 2020 (the “Contract”); and

Whereas, it is in the City’s best interest and Parties agree to extend the contract for an additional 12-month period and

Whereas, this amendment is authorized pursuant to the section entitled “Amendments” in 006, General Terms & Conditions, of the above referenced contract; *Now Therefore:* This contract is hereby amended as follows:

1. AMENDMENT

1.1 Section 005 – Supplemental Terms & Conditions, is hereby amended to extend the term for an additional twelve (12) month period. The Renewals section is deleted in its entirety and the Original Contract Term is revised to read as follows:

Original Contract Term.

This contract shall begin upon the effective date of the ordinance awarding the contract. This contract shall terminate on JUNE 22, 2021.

1.2 Section 005 – Supplemental Terms & Conditions, Cooperative Contract Provisions, is hereby revised to update the cooperative contract number, as follows:

Contract Documents. The terms and conditions for performance and payment of compensation for this contract are set forth in the following contract documents, true and correct copies of which are attached hereto and fully incorporated herein for all purposes:

- This Request for Offer, including any attachments identified herein and addenda issued by City prior to acceptance of an offer from Offeror;
- Any Purchase Orders Issued hereunder by City; and
- Exhibit I – All applicable terms and conditions of the Cooperative Purchasing Contract number 041316-PRC through Sourcewell, formerly National Joint Powers Alliance (NJPA).

1.3 Section 003 – Instructions for Bidders, is hereby amended to add Certificate of Interested Parties (Form 1295) as follows:

Certificate of Interested Parties (Form 1295)

The Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the City before the City may enter into a contract with that business entity.

Form 1295 must be completed online. It is available from the Texas Ethics Commission by accessing the following web address:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm).

**Print and sign your completed Form 1295. Submit your signed Form 1295 with your response to this solicitation. Where requested to provide the name of the public entity with whom you are contracting, insert “City of San Antonio”. Where requested to provide the contract number, provide the solicitation number shown on the cover page of this solicitation (e.g. IFB 6100001234, RFO 6100001234 or RFCSP 6100001234).**

The following definitions found in the statute and Texas Ethics Commission rules may be helpful in completing Form 1295.

“Business entity” includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency. (NOTE: The City of San Antonio should never be listed as the “Business entity”.)

“Controlling interest” means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. Subsection (3) of this section does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.

“Interested party” means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) an intermediary.



“Intermediary,” for purposes of this rule, means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

- (1) receives compensation from the business entity for the person’s participation;
- (2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
- (3) is not an employee of the business entity or of an entity with a controlling interest in the business entity.

Publicly traded business entities, including their wholly owned subsidiaries, are exempt from this requirement and are not required to submit Form 1295.

1.4 Section 006 – General Terms and Conditions, Non-discrimination, is hereby revised to add a second paragraph, as follows:

Non-discrimination. As a condition of entering into this agreement, Vendor represents and warrants that it will comply with City's Commercial Nondiscrimination Policy, as described under Section III.C.1 of the SBEDA Ordinance. As part of such compliance, Vendor shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Vendor retaliate against any person for reporting instances of such discrimination. Vendor shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in City's Relevant Marketplace. Vendor understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of Vendor from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Vendor shall include this nondiscrimination clause in all subcontracts for the performance of this contract.

As a party to this contract, Vendor understands and agrees to comply with the Non-Discrimination Policy of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein

1.5 Section 006 – General Terms and Conditions is hereby amended to add the following two clauses:

Prohibition on Contracts with Companies Boycotting Israel.

Texas Government Code §2271.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and



(2) will not boycott Israel during the term of the contract.

This section only applies to a contract that:

- (1) is between a governmental entity and a company with 10 or more full-time employees; and
- (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. This term does not include a sole proprietorship.

By submitting executing contract documents with the City of San Antonio, Company hereby verifies that it does not boycott Israel, and will not boycott Israel during the term of the contract. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

Contracts with Companies engaged in business with Iran, Sudan, or Foreign Terrorist Organizations Prohibited.

Texas Government Code §2252.152 provides that a governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Texas Government Code §§2270.0201 or 2252.153. Vendor hereby certifies that it is not identified on such a list. City hereby relies on Vendor's certification. If found to be false, or if Vendor is identified on said list during the course of its contract with City, City may terminate the Contract for material breach.

2. PROVISIONS REMAIN IN EFFECT

All other terms, conditions, covenants and provisions of the above referenced contract, as previously amended, not specifically mentioned herein and revised by this document, are retained in their entirety, unchanged, and remain in full force in effect for the duration of said contract, and any renewals thereof.

3. ENTIRE AGREEMENT

This contract, as amended, embodies the complete agreement of the parties hereto with regard to the subject matter contained herein, superseding all oral or written previous and contemporary agreements between the parties relating to matters herein.

EXECUTED and AGREED to as of the dates indicated below.

CITY OF SAN ANTONIO

PROPERTYROOM.COM, INC.

\_\_\_\_\_  
(Signature)

Printed Name: Norbert Dziuk  
Title: Assistant Finance Director  
Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature) 

Printed Name: Andrew Nash  
Title: Chief Executive Officer  
Date: June 08, 2020

Approved as to Form:

\_\_\_\_\_  
Assistant City Attorney

This amendment is part of the contract. Please return this amendment to Comel Tiller at the Finance Department, Purchasing Division, at the following email address: [Comel.Tiller@sanantonio.gov](mailto:Comel.Tiller@sanantonio.gov).