

Approved _____ Mayor

Agenda Item No. 8(J)(1)(B)

Veto _____

05-08-07

Override _____

RESOLUTION NO. R-558-07

RESOLUTION AUTHORIZING WAIVER OF FORMAL BID PROCEDURES AND PROVISIONS OF ADMINISTRATIVE ORDER 3-38 AND AUTHORIZING THE EXECUTION OF A WEBSITE E-COMMERCE AGREEMENT BETWEEN MIAMI-DADE COUNTY AND TRANSPORTMAX; AND AUTHORIZING EXECUTION OF SAME

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board finds it is in the best interest of the County to waive formal bid procedures and provisions of Administrative Order 3-38 and approves an E-Commerce website agreement between Miami-Dade County and TransportMax to post and sell Miami-Dade Transit's obsolete bus/mover and heavy rail surplus parts through Miami-Dade General Services Administration (GSA) department as required by Miami-Dade Administrative Order 8-2 and authorize the County Mayor, or his designee, to execute same.

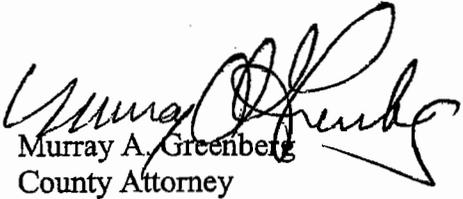


MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

DATE: May 8, 2007

FROM: 
Murray A. Greenberg
County Attorney

SUBJECT: Agenda Item No. 8(J)(1)(B)

Please note any items checked.

- "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Bid waiver requiring County Manager's written recommendation
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- Housekeeping item (no policy decision required)
- No committee review

The foregoing resolution was offered by Commissioner Joe A. Martinez, who moved its adoption. The motion was seconded by Commissioner Dennis C. Moss and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman	aye		
Barbara J. Jordan, Vice-Chairwoman	aye		
Jose "Pepe" Diaz	absent	Audrey M. Edmonson	aye
Carlos A. Gimenez	aye	Sally A. Heyman	aye
Joe A. Martinez	aye	Dennis C. Moss	aye
Dorrin D. Rolle	aye	Natacha Seijas	aye
Katy Sorenson	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	absent		

The Chairperson thereupon declared the resolution duly passed and adopted this 8th day of May, 2007. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS



HARVEY RUVIN, CLERK

By: **KAY SULLIVAN**
Deputy Clerk

Approved by County Attorney
as to form and legal sufficiency *B.L.*

Bruce Libhaber

THE FOLLOWING DESCRIBES THE TERMS ON WHICH TRANSPORTMAX OFFERS YOU ACCESS TO OUR AUCTION SERVICES.

Welcome to the user agreement (the "Agreement" or "User Agreement") for TransportMAX, LLC. This Agreement describes the terms and conditions applicable to your use of our auction services available under the domain and sub-domains of www.TransportMAX.com (the "Site") and the general principles for the websites of our subsidiaries and affiliates. If you do not agree to be bound by the terms and conditions of this Agreement, do not use or access our auction services.

You must read, agree with and accept all of the terms and conditions contained in this User Agreement and the Privacy Policy, which include those terms and conditions expressly set out below and those incorporated by reference, before you may use the auction services of TransportMAX. We strongly recommend that, as you read this User Agreement, you also access and read the information contained in the other pages and websites referred to in this document, as they may contain further terms and conditions that apply to you as a TransportMAX auction services user. Please note: underlined words and phrases are links to these pages and websites. By accepting this User Agreement, you also agree that your use of other services on the TransportMAX website will be governed by the User Agreement and Privacy Policy posted on the main website.

We may amend this Agreement at any time by posting the amended terms on the Site. Except as stated below, all amended terms shall automatically be effective 30 days after they are initially posted on the Site. This Agreement may not be otherwise amended except in a writing signed by you and TransportMAX, LLC. This Agreement is effective upon acceptance in registration for new registering users.

1. **Membership Eligibility.**

Our services are available only to, and may only be used by individuals who can form legally binding contracts under applicable law. Without limiting the foregoing, our services are not available to children (persons under the age of 18) or to temporarily or indefinitely suspended TransportMAX members. If you are a person under the age of 18, you can use this service only in conjunction with, and under the supervision of your parents or guardians. If you do not qualify, please do not use our Site. Further, your TransportMAX account may not be transferred or sold to another party. If you are registering as a business entity, you represent that you have the authority to bind the entity to this Agreement.

2. **Fees and Services.**

Joining and bidding on items at TransportMAX is free. We do charge fees for sellers (see Attachment 1), there are no fees charged to bidders or winning bidders. When you list an item you have an opportunity to review and accept the fees that you will be charged. We may change 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 the Site. 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 the Site and all applicable taxes.

3. **TransportMAX is a Venue.**

3.1 TransportMAX is not an Auctioneer. Although we are providing what is commonly referred to as an online auction web services on our site, it is important to realize that we are not a traditional "auctioneer." Instead, the Site acts as a venue to allow anyone to offer, sell, and buy. We are 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 pay for items. We cannot ensure that a buyer or seller will actually complete a transaction. Consequently, we do not transfer legal ownership of items from the seller to the buyer, and nothing in this agreement shall modify the governing provisions of Uniform Com. Code § 2-401(2), under which legal ownership of an item is transferred upon physical delivery of the item to the buyer by the seller.

3.2 Fixed Price Marketplace. We also offer you the availability to purchase items at a fixed price from a service on another area of our TransportMAX site. This area is a venue that allows users to find and purchase items from other users at a fixed price. Specific terms and conditions apply to your use of the fixed price marketplace of TransportMAX can be read by going to www.TransportMAX.com.

3.3 Identity Verification. We use many techniques to verify the accuracy of the information our users provide us when they register on the Site. However, because user verification on the Internet is difficult, TransportMAX cannot and does not confirm each user's purported identity. We also encourage you to communicate directly with potential trading partners through the tools available on the Site. You may also wish to consider using a third party escrow service or services that provide additional user verification.

3.4 Release. Because we are a venue, in the event that you have a dispute with one or more users, you release

Memorandum



Date: May 8, 2007

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

Agenda Item No. 8(J)(1)(B)

From: George M. Burgess
County Manager

Subject: Resolution Authorizing Waiver of Formal Competitive Bid Procedure and Provisions of Administrative Order 3-38 to Allow Miami-Dade Transit (MDT) to Access the American Public Transit Association (APTA) TransportMax E-Commerce Procurement Auction Website to Sell Obsolete Bus/Mover and Heavy Rail Parts and Authorize the Execution of the Agreement

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve the waiver of formal competitive bid procedures and the provisions of Administrative Order 3-38 to allow Miami-Dade Transit (MDT) to access the American Public Transit Association (APTA) TransportMax E-Commerce Procurement auction website to post and sell outdated bus/mover and heavy rail parts. It is further recommended that the Board authorize the execution of an agreement between Miami-Dade County and TransportMax to effectuate the County's participation.

This agreement is in the best interest of Miami Dade County because it will provide MDT the needed tool to continuously access the TransportMax E-Commerce auction website to post and generate revenue from the sale of MDT obsolete surplus parts by receiving multiple competitive bids, reducing the selling time and costs and creating an additional effective audit trail.

SCOPE

This item has a countywide impact. Revenues will be received by the department from the sale of these obsolete bus/mover and heavy rail parts.

FISCAL IMPACT/ FUNDING SOURCE

Although, there is not a direct charge to MDT for TransportMax services, a fee will be deducted for each transaction by both TransportMax and the General Services Administration (GSA), Materials Management, from monies owed to the County.

TRACK RECORD/MONITOR

This is the first agreement MDT has entered into with APTA TransportMax. MDT is a member of APTA and, as such, pays annual membership dues. The contract monitor for this agreement will be Tony Arroyo, Chief, MDT Materials Management.

BACKGROUND

TransportMax E-Commerce is an internet-based, integrated auction tool for the public transit industry to sell equipment surplus parts. TransportMax offers public transportation agencies the ability to reduce disposition and procurement processing time and costs. The obsolete bus/mover and heavy rail parts consists of mechanical, electrical, and communication components that make up and support MDT bus/mover and rail vehicles. TransportMax is the only transit-specific auction website available. By accessing this website, MDT will be able to reach a broader range of prospective buyers for parts.

MDT requests approval to post and sell obsolete bus/mover and heavy rail surplus parts, via the APTA TransportMax website, to the highest responsive and responsible bidder. In compliance with Miami-Dade County Administrative Order (AO) 8-2, MDT will post and sell obsolete bus/mover and heavy rail parts through GSA, Materials Management Division's Surplus Property Redistribution and Marketing Section. AO 8-2 requires that surplus County property being offered for sell, adhere to the centralized disposal of GSA Materials Management policies and procedures and be disposed of solely through GSA.

GSA Materials Management will charge MDT a 10% fee for the first \$200,000 and a 5% fee for any amount thereafter for each transaction. There are no fees to post parts for sale or to bid on an auction. Upon conclusion of the bidding process, TransportMax will issue an invoice to the highest bidder. Once the funds have been received, TransportMax will extract the appropriate auction fee based on a sliding scale, from the selling amount and forward the balance payment to the County. Since there is no cost to start an auction, the contract (attached) does not have a time period, nor does it bind Miami Dade County to use TransportMax in the future.

Auction Value		Base Rate Fee	Discounted APTA Member Rate Fee
\$ 1	\$ 2,000	20%	15%
\$ 2,001	\$ 10,000	10%	8%
\$ 10,001	\$ 50,000	5%	4%
\$ 50,001	\$ 100,000	4%	3%
\$ 100,001	\$ 200,000	3%	2%
\$ 200,001	\$ 500,000	2%	1.5%
\$ 500,001	\$ 1,000,000	1%	0.8%

Rate paid to TransportMAX = Discounted APTA Member Rate Fee x Auction Value

Additionally, the following are examples of transit agencies using TransportMax: Chicago Transit Authority; Los Angeles County Metropolitan Transit Authority (LACMTA); Washington Metropolitan and Area Transit Agency (WMATA); San Francisco Bay Area Rapid Transit (BART) District; Connecticut Transit District; and Minneapolis Metro Transit.



Assistant County Manager

✓

TransportMAX (and our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

3.5 Information Control. We do not control the information provided by other users that 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 the Site. Please note that there are also risks of dealing with underage persons or people acting under false pretense. Additionally, there may also be risks dealing with international trade and foreign nationals. By using this Site, you agree to accept such risks and TransportMAX is not responsible for the acts or omissions of users on the Site.

4. **Bidding and Buying.**

The buyer, the highest bidder at the end of an auction is obligated to complete the transaction with the seller, unless the transaction is prohibited by law or by this Agreement.

The buyer agrees to be bound by the conditions of sale included in the item's description so long as those conditions of sale are not in violation of this Agreement or unlawful. Unless you and the buyer agree otherwise, the buyer will become the item's lawful owner upon physical receipt of the item from the seller, in accordance with Uniform Com. Code § 2-401(2). Bids are not retractable except in exceptional circumstances, such as: when the seller materially changes the item's description after a bid; a clear typographical error is made; or when the buyer cannot authenticate the seller's identity.

Based upon Seller's notification to TransportMAX of the winning bidder of an auction, TransportMAX shall issue an invoice to the winning bidder/buyer for the winning bid amount. TransportMAX shall deduct its fee from the amount paid by the buyer, and will then remit the balance to the Seller. Payment may be made by credit card or check.

5. **Listing and Selling.**

5.1 Listing Description. You must be legally able to sell the item(s) you list for sale on the Site. You must describe your item and all terms of sale on the listing page of the Site. Your listings may only include text descriptions, graphics, pictures and other content relevant to the sale of that item. All listed items must be listed in an appropriate category.

5.2 Binding Bids. If you receive at least one bid at or above your stated minimum price, you are obligated as the seller to complete the transaction with the highest bidder upon the auction's completion, unless there is an exceptional circumstance, such as: (a) the buyer fails to meet the terms of your listing (such as payment method), or (b) you cannot authenticate the buyer's identity.

5.3 Fraud. Without limiting any other remedies, TransportMAX may suspend or terminate your account if we suspect that you (by conviction, settlement, insurance or escrow investigation, or otherwise) have engaged in fraudulent activity in connection with the Site.

5.4 Manipulation. Neither you, bidders nor sellers may manipulate the price of any item nor may you interfere with other user's listings or transactions.

6. **Your Information.**

6.1 Definition. "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 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.

6.2 Restricted Activities. Your Information (or any items listed) and your activities on the Site shall not: (a) be false, inaccurate or misleading; (b) be fraudulent or involve the sale of counterfeit or stolen items; (c) infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (d) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, antidiscrimination or false advertising); (e) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (f) be obscene or contain child pornography or, if otherwise adult in nature or harmful to minors; (g) contain any viruses, Trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; (h) create liability for us or cause us to lose (in whole or in part) the services of our ISPs or other suppliers; and (i) link directly or indirectly to or include descriptions of goods or services that: (aa) are prohibited under this Agreement; (bb) are identical to other items you have up for auction but are priced lower than your item's reserve or minimum bid amount; (cc) are concurrently listed for sale on a web site other than TransportMAX's (this does not prevent linking to or advertising an TransportMAX item from another web site); or (dd) you do not have a right to link to or include. Furthermore, you may not list any item on the Site (or consummate any transaction that was initiated using our service) that, by paying to us the payment of winning bid, could cause us to violate any applicable law, statute, ordinance or regulation.

6.3 License. Solely to enable TransportMAX 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, sublicensable (through multiple tiers) right to exercise the copyright, publicity, and database rights (but no other rights) you have in Your Information, in any media now known or not currently known, with respect to Your Information. TransportMAX will only use Your Information in accordance with our Privacy Policy.

7. Access and Interference.

The Site contains robot exclusion headers. Much of the information on the Site is updated on a real time basis and is proprietary or is licensed to TransportMAX by our users or third parties. You agree that you will not use any robot, spider, scraper or other automated means to access the Site for any purpose without our express written permission. Additionally, you agree that you will not: (i) take any action that imposes, or may impose in our sole discretion an unreasonable or disproportionately large load on our infrastructure; (ii) copy, reproduce, modify, create derivative works from, distribute or publicly display any content (except for Your Information) from the Site without the prior expressed written permission of TransportMAX and the appropriate third party, as applicable; (iii) interfere or attempt to interfere with the proper working of the Site or any activities conducted on the Site; or (iv) bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the Site.

8. Breach.

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

9. Privacy.

We do not sell or rent your personal information to third parties for their marketing purposes without your explicit consent and we only use your information as described in the Privacy Policy. We view protection of users' privacy as a very important community principle. We understand clearly that you and your information is one of our most important assets. We store and process your information on computers located in the United States that are protected by physical as well as technological security devices. We use third parties to verify and certify our privacy principles. Our current Privacy Policy is available at <https://www.transportmax.com/privacyPolicy.do> . If you object to your Information being transferred or used in this way please do not use our services.

10. No Warranty.

WE, OUR SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES AND OUR SUPPLIERS PROVIDE OUR WEB SITE AND SERVICES "AS IS" AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY. WE, OUR SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES 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 that vary from state to state.

11. Liability Limit.

IN NO EVENT SHALL WE, OUR SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES 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 SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AND SUPPLIERS, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE LESSER 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 exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

12. Indemnity.

You agree to indemnify and hold us and (as applicable) our parent, subsidiaries, affiliates, officers, directors, agents, and employees, harmless from any claim or demand, including reasonable attorneys' 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.

13. Legal Compliance.

You shall comply with all applicable domestic and international 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.

14. No Agency.

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

15. Notices.

Except as explicitly stated otherwise, any notices shall be given by postal mail to TransportMAX Auction User or to

the email address you provide to TransportMAX during the registration process. 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 TransportMAX during the registration process. In such case, notice shall be deemed given 3 days after the date of mailing.

16. **Resolution of Disputes.** In the event a dispute arises between you and TransportMAX, our goal is to provide you with a neutral and cost effective means of resolving the dispute quickly. Accordingly, you and TransportMAX agree that any claim or controversy at law or equity that arises out of this Agreement or our services ("Claims") shall be resolved in accordance with one of the subsections below or as otherwise mutually agreed upon in writing by the parties. Before resorting to these alternatives, we strongly encourage you to first contact us directly to seek a resolution and we will consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as mediation, as an alternative to litigation

16.1 Binding Arbitration. For any Claim (excluding Claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000, you or TransportMAX may elect to resolve the dispute through binding arbitration conducted by telephone, on-line and/or based solely upon written submissions where no in-person appearance is required. In such cases, the arbitration shall be administered by the American Arbitration Association or JAMS in accordance with their applicable rules, or any other established ADR provider mutually agreed upon by the parties. Any judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

16.2 Court. Alternatively, any Claim may be adjudicated by a court of competent jurisdiction located in Washington, DC. You and TransportMAX agree to submit to the personal jurisdiction of the courts located within Washington, DC.

16.3 Alternative Dispute Resolution. Alternatively, TransportMAX will consider use of other alternative forms of dispute resolution, such as binding arbitration to be held in Washington, DC, or another location mutually agreed upon by the parties.

All Claims (excluding requests for injunctive or equitable relief) between the parties must be resolved using the dispute resolution mechanism that is selected in accordance with this Section by the first party to file a Claim. Should either party file an action contrary to this Section 16, the other party may recover attorneys' fees and costs up to \$1,000, provided that the party seeking the award has notified the other party in writing of the improperly filed Claim, and the other party has failed to withdraw the Claim.

17 **Additional Terms.**

The following policies are incorporated into this Agreement by reference and provide additional terms and conditions related to specific services offered on the Site:

Privacy Policy

Fee Structure

Each of these policies may be changed from time to time and are effective immediately after we post the changes on the Site, except for the Privacy Policy for which we will provide you with thirty days prior notice. In addition, when using particular services on the Site, you agree that you are subject to any posted policies or rules applicable to services you use through the Site, which may be posted from time to time. All such posted policies or rules are hereby incorporated by reference into this Agreement.

18 **General.**

This Agreement shall be governed in all respects by the laws of the District of Columbia as such laws are applied to agreements entered into and to be performed entirely within the District of Columbia between District of Columbia residents. We do not guarantee continuous, uninterrupted or secure access to our services, and operation of the Site may be interfered with by numerous factors outside of our control. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. You agree that this Agreement and all incorporated agreements may be automatically assigned by TransportMAX in accordance with Section 15 "Notices," in our sole discretion, Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. This Agreement sets forth the entire understanding and agreement between us with respect to the subject matter hereof. Sections 2 (Fees and Services) with respect to fees owed for our services, 3.4 (Release), 6.3 (License), 7 (Access and Interference), 11 (Liability Limit), 12 (Indemnity) and 16 (Resolution of Disputes) shall survive any termination or expiration of this Agreement.

19 **Disclosures.**

The services hereunder are offered by TransportMAX, LLC. Questions regarding any disputes or concerns about customer service should be directed to:

TransportMAX, LLC
1666 K Street, NW
Suite 1100
Washington, DC 20006
(202) 262-6033

Email: Support@transportmax.com

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO
TRANSPORTMAX, LLC
TERMS and CONDITIONS—AUCTION SERVICES (SELLER)

IN WITNESS WHEREOF, the Members have duly executed this Agreement as of the date first set forth below.

Transit Agency: _____

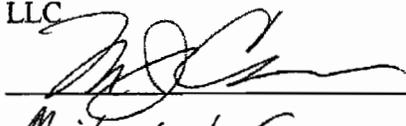
By: _____

Name: _____

Title: _____

Date: _____

TransportMAX, LLC

By:  _____

Name: Michael J. Corcoran

Title: President & CEO

Attachment 1

Fee Structure charged to Seller only

Auction Value		Base Rate Fee	Discounted APTA Member Rate Fee
\$ 1	\$ 2,000	20%	15%
\$ 2,001	\$ 10,000	10%	8%
\$ 10,001	\$ 50,000	5%	4%
\$ 50,001	\$ 100,000	4%	3%
\$ 100,001	\$ 200,000	3%	2%
\$ 200,001	\$ 500,000	2%	1.5%
\$ 500,001	\$ 1,000,000	1%	0.8%

Rate paid to TransportMAX = Rate Fee x Auction Value