



CITY OF SAN ANTONIO

FINANCE DEPARTMENT – PROCUREMENT DIVISION

REQUEST FOR OFFER (“RFO”) NO.: 6100018046

ANNUAL CONTRACT FOR SAPD ONLINE AUCTION SERVICES

Date Issued: April 11, 2024

RESPONSES MUST BE RECEIVED **NO LATER** THAN:

11:00 a.m., CT., April 16, 2024

Responses may be submitted by any of the following means:

Electronic submission through the Portal

Electronic submissions via email

Offer submissions will only be accepted electronically

Offer Due Date: 11:00 a.m., CT., April 16, 2024

Pre-Submittal Conference * NO

Staff Contact Person: YVONNE RODRIGUEZ, PROCUREMENT SPECIALIST

III Email: YVONNE.RODRIGUEZ@SANANTONIO.GOV

002 - TABLE OF CONTENTS33

002- TABLE OF CONTENTS	2
003- INSTRUCTIONS FOR OFFERORS.....	3
004- SPECIFICATIONS / SCOPE OF SERVICES.....	10
005- SUPPLEMENTAL TERMS & CONDITIONS.....	15
006- GENERAL TERMS & CONDITIONS	20
007- SIGNATURE PAGE.....	28
008- STANDARD DEFINITIONS	29
009- EXHIBITS.....	31
010- ATTACHMENTS.....	33

003 - INSTRUCTIONS FOR OFFERORS

Submission of Offers. ***Offer submissions will only be accepted electronically***

Submission of Electronic Offers Through the Portal. Submit one (1) offer electronically by the due date provided on the Cover Page. All times stated herein are Central Time. Any offer or modification received after the time and date stated on the Cover Page shall be rejected. All forms in this solicitation which require a signature must have a signature affixed thereto, either by manually signing the document, prior to scanning it and uploading it with your submission, or affixing it electronically.

Submission of Offers by Email. Submit one (1) document by email to the Staff Contact Person, by the due date provided on the Cover Page. All times stated herein are Central Time. Any offer or modification received after the time and date stated on the Cover Page shall be rejected.

Modified Offers. Offers may be modified provided such modifications are received prior to the time and date set for submission of offers and submitted in the same manner as original offers. For electronic offers submitted through the portal, a modified offer will automatically replace a prior offer submission. See below for information on submitting Alternate Offers.

City shall not be responsible for lost or misdirected offers or modifications.

For electronic offers, Offeror's electronic submission, with accompanying affirmations, constitutes a binding signature for all purposes. Offers sent by email must be a PDF document reflecting a manual signature.

For offers submitted through the portal, Offerors are cautioned that they are responsible for the security of their log on ID and password, since unauthorized use could result in Offeror being held liable for the submission.

Certified Vendor Registration Form. If Offeror has not completed City's Certified Vendor Registration (CVR) Form, Offeror is required to do so prior to the due date for submission of offers. The CVR form may be accessed at: <http://www.sanantonio.gov/purchasing>. Offerors must identify the correct name of the entity that will be providing the goods and/or services under the contract. No nicknames, abbreviations (unless part of the legal title), shortened or short-hand names will be accepted in place of the full, true and correct legal name of the entity.

Alternate Offers. Alternate offers may be allowed at the sole discretion of City.

Electronic Alternate Offers Submitted Through the Portal. All alternate offers are recorded with original offers when submitted electronically.

Email Alternate Offers. Alternate offers submitted by email must include a cover letter identifying the submission as an alternate offer. Each alternate offer must be designated as Alternate Offer No. 1, 2, etc. Failure to follow instructions may result in rejection of an offer.

Catalog Pricing. (This section applies to offers using catalog pricing, unless this is a cooperative purchase.)

The offer will be based on manufacturer's latest dated price list(s). Said price list(s) must denote the manufacturer, latest effective date and price schedule.

Offerors shall be responsible for providing one (1) copy of the manufacturer's catalog for each manufacturer for which an offer is submitted. Offeror shall provide said catalog at the time of submission of its offer. Manufacturers' catalogs may be submitted in any of the following formats: paper copy or CD ROM for offers submitted on paper, or PDF file for offers submitted electronically.

Offerors may submit price lists other than the manufacturer's price list. Said price list(s) must denote the company name, effective date and price schedule. These price lists are subject to approval of City's Finance Department.

Specified items identified herein, if any, are for overall offer evaluation and represent the commonly and most used items. Net prices entered for those specified items must reflect the actual price derived from quoted price list less all discounts offered.

Restrictions on Communication.

Offerors are prohibited from communicating with 1) City officials as defined by §2-62 of the City Code of the City of San Antonio, regarding the RFO or offers from the time the RFO has been released until the contract is posted for consideration as a City Council agenda item during a meeting designated as an "A" session; and 2) City employees from the time the RFO has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFO and/or offer submitted by Offeror. Violation of this provision by Offeror and/or its agent may lead to disqualification of the offer from consideration.

Exceptions to the Restrictions on Communication with City employees include:

Offerors may submit written questions, or objections to specifications, concerning this RFO to the Staff Contact Person listed on the Cover Page on or before the date offers are due. Questions received after the stated deadline will not be answered. Questions submitted and the City's responses will be posted with this solicitation. All questions shall be sent by e-mail or through the portal.

Offerors may provide responses to questions asked of them by the Staff Contact Person after responses are received. The Staff Contact Person may request clarification to assist in evaluating the Offeror's response. The information provided is not intended to change the offer response in any fashion. Such additional information must be provided within two business days from City's request.

Respondents and/or their agents are encouraged to contact the Small Business Office of the Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the required SBEDA forms. The point of contact may be reached by telephone at (210) 207-3922 or by e-mail at SBEDAdocs@sanantonio.gov. This exception to the restriction on communication does not apply, and there is no contact permitted to the Small Business Office regarding this solicitation, after the solicitation closing date.

Offerors may contact the Vendor Support staff at (210) 207-0118 or by email at vendors@sanantonio.gov for assistance with vendor registration and submitting electronic proposals.

Pre-Submittal Conference.

If a Pre-Submittal Conference is scheduled, it will be held at the time and place noted on the Cover Page. Offerors are encouraged to prepare and submit their questions in writing in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received prior to the conference may be distributed at the Pre-Submittal Conference and posted with this solicitation. Pre-Submittal Conference participation is optional, but highly encouraged.

Call the Staff Contact Person to request an interpreter for the deaf. Interpreters for the deaf must be requested at least 48 hours prior to the meeting. For other assistance, call (210) 207-7245 Voice/TTY.

Any oral response given at the Pre-Submittal Conference that is not confirmed in writing and posted with this solicitation shall not be official or binding on City.

Changes to RFO.

Changes to this RFO made prior to the offer due date shall be made directly to the original RFO. Changes are captured by creating a replacement version each time the RFO is changed. It is Offeror's responsibility to check for new versions until the offer due date. City will assume that all offers received are based on the final version of the RFO as it exists on the day offers are due.

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the RFO.

Preparation of Offers.

All information required by the RFO must be furnished or the offer may be deemed non-responsive and rejected. Any ambiguity in the offer as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of City.

Correct Legal Name. If Offeror is found to have incorrectly or incompletely stated the name of the entity that will provide goods and/or services, the offer may be rejected.

Line Item Offers. Any offer that is considered for award by each unit or line item, must include a price for each unit or line item for which Offeror wishes to be considered. All offers are awarded on the basis of low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an "all or none" offer in the Supplemental Terms & Conditions.

All or None Offers. Any offer that is considered for award on an "all or none" basis must include a price for all units or line items. In an "All or None" offer, a unit price left blank shall result in the offer being deemed nonresponsive and disqualified from consideration. An "All or None" offer is one in which City will award the entire contract to one offeror only.

Delivery Dates. Proposed delivery dates must be shown in the offer form where required and shall include weekends and holidays, unless specified otherwise in this RFO. Proposed delivery times must be specific. Phrases such as "as required", "as soon as possible" or "prompt" may result in disqualification of the offer. Special delivery instructions, if any, may be found in the Specifications / Scope of Services section of this document, or in the Purchase Order.

Tax Exemption. The City of San Antonio is exempt from payment of federal taxes, and State of Texas limited sales excise and use taxes. Offerors must not include such taxes in offer prices. An exemption certificate will be signed by City where applicable upon request by Offeror after contract award.

Samples, Demonstrations and Pre-award Testing. If requested by City, Offeror shall provide product samples, demonstrations, and/or testing of items offered to ensure compliance with specifications prior to award of the contract. Samples, demonstrations and/or testing must be provided within seven (7) calendar days of City's request. Failure to comply with City's request may result in rejection of an offer. All samples (including return thereof), demonstrations, and/or testing shall be at Offeror's expense. Samples will be returned upon written request. Requests for return of samples must be made in writing at the time the samples are provided. Otherwise, samples will become property of City at no cost to City. Samples that are consumed or destroyed during demonstrations or testing will not be returned.

Estimated Quantities for Annual Contracts.

Designation as an "annual" contract is found in the contract's title on the Cover Page of this document. The quantities stated are estimates only and are in no way binding upon City. Estimated quantities are used for the purpose of evaluation. City may increase or decrease quantities as needed. Where a contract is awarded on a unit price basis, payment shall be based on the actual quantities supplied.

Offerors shall thoroughly examine the drawings, specifications, schedule(s), instructions and all other contract documents.

Offerors shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment, or conditions and sites/locations for providing goods and services as required by this RFO. No plea of ignorance by Offeror will be accepted as a basis for varying the requirements of City or the compensation to Offeror.

Confidential or Proprietary Information. All offers become the property of City upon receipt and will not be returned. Any information deemed to be confidential by Offeror should be clearly noted; however, City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Offeror may not be considered confidential under Texas law, or pursuant to a Court order. Pricing shall not be considered proprietary or confidential.

Costs of Preparation. Offeror shall bear any and all costs that are associated with the preparation of the Offer, attendance at the Pre-Submittal conference, if any, or during any phase of the selection process.

Rejection of Offers.

City may reject any and all offers, in whole or in part, cancel the RFO and reissue the solicitation. City may reject an offer if:

Offeror misstates or conceals any material fact in the offer; or

The offer does not strictly conform to law or the requirements of the offer;

The offer is conditional; or

Any other reason that would lead City to believe that the offer is non-responsive, or Offeror is not responsible.

City, in its sole discretion, may also waive any minor informalities or irregularities in any offer, such as failure to submit sufficient offer copies, failure to submit literature or similar attachments, or business affiliation information.

Changes to Offer Form. Offers must be submitted on the forms furnished. Offers that change the format or content of City's RFO may be rejected.

Withdrawal of Offers. Offers may be withdrawn prior to the due date. Written notice of withdrawal shall be provided to the Staff Contact Person by email. Offers submitted electronically may be withdrawn electronically.

Evaluation and Award of Contract.

City reserves the right to make an award on the basis of City's best interests. Award may also be made based on low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an "all or none" offer in the Supplemental Terms & Conditions.

A written award of acceptance and Purchase Order furnished to Offeror results in a binding contract without further action by either party. Offeror must have the Purchase Order before making any delivery.

City reserves the right to delete items prior to the awarding of the contract, and purchase said items by other means.

Inspection of Facilities/Equipment. Depending on the nature of the RFO, Offeror's facilities and equipment may be a determining factor in making the offer award. All Offerors may be subject to inspection of their facilities and equipment.

Prompt Payment Discount.

Provided Offeror meets the requirements stated herein, City shall take Offeror's offered prompt payment discount into consideration. The evaluation will not be based on the discount percentage alone, but rather the net price as determined by applying the discount to the offer price, either per line item or total offer amount. However, City reserves the right to reject a discount if the percentage is too low to be of value to City, all things considered. City may also reject a discount if the percentage is so high as to create an overly large disparity between the price City would pay if it is able to take advantage of the discount and the price City would pay if it were unable to pay within the discount period. City may always reject the discount and pay within the 30 day period, at City's sole option.

City will not consider discounts that provide fewer than ten (10) days to pay in order to receive the discount.

For example, payment terms of 2% 5, Net 30 will NOT be considered in offer evaluations or in the payment of invoices. However, payment terms of 2% 10, Net 30 will result in a two percent reduction in the offer price during offer evaluation, and City will take the 2% discount if the invoice is paid within the ten-day time period.

Prohibited Financial Interest.

The Charter of the City of San Antonio and the City of San Antonio Code of Ethics prohibit a City officer or employee, as those terms are defined in §2-52 of the Code of Ethics, from having a direct or indirect financial interest in any contract with City. An officer or employee has a “prohibited financial interest” in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:

- A City officer or employee; his or her spouse, sibling, parent, child or other family member within the first degree of consanguinity or affinity;
- An entity in which the officer or employee, or his or her parent, child or spouse directly or indirectly owns (i) 10% or more of the voting stock or shares of the entity, or 10% or more of the fair market value of the entity; or
- An entity in which any individual or entity listed above is (i) a subcontractor on a City contract, (ii) a partner or (iii) a parent or subsidiary entity.

By submitting a proposal, Respondent warrants and certifies, and a contract awarded pursuant to this RFO is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the City.

State of Texas Conflict of Interest.

Questionnaire (Form CIQ). Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed Form CIQ with the City Clerk if those persons meet the requirements under §176.006(a) of the statute.

By law this questionnaire must be filed with the City Clerk not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Texas Local Government Code.

Form CIQ is available from the Texas Ethics Commission by accessing the following web address:

<https://ethics.state.tx.us/forms/conflict/>

In addition, please complete the **City’s Addendum to Form CIQ (Form CIQ-A)** and submit it with Form CIQ to the Office of the City Clerk. The Form CIQ-A can be found at:

<http://www.sanantonio.gov/atty/ethics/pdf/OCC-CIQ-Addendum.pdf>

When completed, the CIQ Form and the CIQ-A Form should be submitted by mail to the Office of the City Clerk. Please mail to:

Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966.

Do not include these forms with your sealed bid. The Procurement Division will not deliver the forms to the City Clerk for you.

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, Chapter 46 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/filinginfo/1295>

Print 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.

004- SPECIFICATIONS / SCOPE OF SERVICES

The City of San Antonio (City) is seeking an offer for an online auction portal to provide on-line auction services for City portable personal property collected in connection with the law enforcement activities of the San Antonio Police Department (SAPD), and various portable personal property items of surplus City owned property, for the purpose of auctioning said property on the Internet to the public (Property). "Portable" means property items small enough to be picked-up and loaded onto box trucks.

1. During the term of this contract, Respondent shall accept from City portable personal property collected from the SAPD.
2. Respondent is not required to accept:
 - a. Firearms,
 - b. Alcoholic beverages,
 - c. Poisonous substances,
 - d. Explosives,
 - e. Medical waste,
 - f. Bio-hazardous materials,
 - g. Any property set out in Respondent's prevailing do-not-sell list, which Respondent may modify from time to time.

Respondent retains the right to accept or reject certain Property in its sole discretion.

3. City shall have the exclusive right to decide what Property that has been collected in connection with the law enforcement activities of the SAPD, or surplus property items, are to be provided to Respondent pursuant to the terms of this contract. This contract is not exclusive.
4. Title to Property.
 - a. Respondent agrees that all property delivered to Respondent is consigned to Respondent.
 - b. City shall retain legal title to Property until it is purchased by auction or otherwise disposed of in accordance with this contract, at which time City will be deemed to have transferred title to the purchaser or other acquirer of the Property (the "Buyer").
 - c. Cash receipts, accounts receivable, contract rights, notes, general intangibles, and other rights to payment of every kind, arising out of the sales and dispositions of Property (collectively the "Proceeds") belong to City, subject to payment of amounts owed by City to Respondent pursuant to this contract, which amounts shall be disbursed by Respondent on behalf of City as provided herein.
5. Respondent agrees to retrieve said designated Property at no cost to City, other than the fuel surcharges set out in the Price Schedule of this contract, at times reasonably agreed to by the parties, from the City facilities where the Property is stored by City.
6. Respondent agrees to transport the Property at no cost to City, other than the fuel surcharges set out in the Price Schedule of this contract, to Respondent's storage facilities.
7. Respondent shall supply City with manifest forms and bar code labels.
 - a. City shall prepare a manifest for Respondent, identifying the Property delivered to

Respondent, and Respondent shall verify in writing said manifest prior to leaving the City facility from which the Property is taken.

- b. Respondent shall create and maintain an electronic inventory of all Property accepted from City that is available to City via the Internet at all times. Said inventory shall, within a reasonable time of acceptance of any Property from City, reflect that Property accepted from City.
8. All Property accepted by Respondent shall be stored in a secure storage facility, protected by alarm and video surveillance systems, that is of such a nature that the Property will not deteriorate or be damaged.
9. Respondent will test (if applicable and practicable), erase or destroy (in the case of electronic goods) hard disks and SIM cards, photograph, and research the Property.
10. Respondent's service includes:
 - a. Regularly scheduling pick-up dates from Respondent's fleet of trucks;
 - b. Photographing, cleaning, sorting, and assessing the condition of the Property provided by City;
 - c. Reasonable repairs of Property;
 - d. Research and evaluation of Property to enhance its salability;
 - e. Appraisals or certification when Respondent feels that would increase bidding interest;
 - f. Listing property in Respondent's online auction catalogue;
 - g. Conducting the online auction using Respondent's proprietary technology;
 - h. Processing payments from successful bidders either by credit card or PayPal accounts;
 - i. Shipping items to purchasers; providing 24x7x365 email support to City;
 - j. Maintaining live customer support facilities for City to contact Respondent during Respondent's business hours;
 - k. Remitting payments to City each month.
11. Respondent shall, within a reasonable time of accepting property from City, post the Property on the Internet at www.propertyroom.com for sale by auction to the general public.
 - a. Any property auctioned shall be sold to the highest bidder, so long as that buyer makes immediate full payment of the amount bid.
 - b. Where the highest bidder fails to make immediate full payment of the amount bid, Respondent shall, within a reasonable time, re-post the Property.
12. Respondent shall auction Property no less than three (3) times in an effort to sell it.
13. Respondent and its employees and agents may not directly or indirectly bid for or purchase the Property.
14. Respondent shall be identified as the seller with regard to all property sold pursuant to this contract.
 - a. To the extent that any warranties are made in connection with any property sold pursuant to this contract, said warranties shall be made exclusively by Respondent, and Respondent shall be solely responsible for said warranties.
 - b. Respondent shall be solely responsible for any credits claimed by or refunds due to buyers and all costs and expenses associated therewith.
 - c. Respondent shall issue refunds, if any, and provide credits, if any, from its share of the

proceeds of the total sales made pursuant to this contract.

- d. Unless Respondent chooses to provide a warranty, Respondent shall sell and dispose of Property “as is” without any liability to City.

15. Respondent shall make available to City access to a database via the Internet that reflects the status of all property delivered to Respondent. Respondent’s database shall provide a detailed audit trail for all Property provided to Respondent for sale. At a minimum, said database shall include the following information:

- a. The dates the property was put up for auction;
- b. The date of the close of the present auction for any property up for sale;
- c. All bids received;
- d. The winning bid amounts for any property sold and the payment terms;
- e. The sales tax charged, if any, for any property sold;
- f. The credit card fees paid, if any, for any property sold; and
- g. Respondent’s share of the proceeds of any sale. No later than the tenth day of each month during the term of this contract, Respondent shall provide to City a report, accessible via the Internet, reflecting the status of all property delivered to Respondent by City as of the last day of the previous month.

17. Respondent is solely responsible for identifying and resolving sales and use tax issues arising from Property sales, including charging, collecting and remitting such taxes.

18. In the event that Respondent is contacted by a person claiming to be the rightful owner of property put up for auction, Respondent shall remove the property from auction and contact City to determine how to proceed.

19. Respondent Obligations. With respect to Respondent’s delivery of Services:

- a. Respondent will exercise due care in the handling and storage of Property;
- b. Respondent shall keep Property free of liens, security interests, and encumbrances, and shall pay when due all fees and charges with respect to the Property; and
- c. Respondent shall sign and deliver to City any UCC-1 financing statements or other documents reasonably requested by City.

20. Disposal. To the extent that Property is not sold by auction, Respondent will dispose of Property in a commercially reasonable manner, including, but not limited to, sending to a recycling facility, landfill, or scrap processor. Respondent shall not donate City Property without City’s prior written approval.

- a. For Property not sold by Auction, disposition activities create additional Respondent Disposal Costs. Disposal Costs mean the cost of disposing of unsold property and include, but are not limited to:
 - i. Labor costs for the loading of the property for transport,
 - ii. Labor costs and vehicle costs associated with transporting the property for disposition,
 - iii. Third-party fees, such as landfill, recycling, and hazardous materials disposal fees.
- b. Disposition activities may also create Disposition Proceeds. Disposition Proceeds mean any proceeds obtained from the sale through disposition of Property not sold through auction. Disposition Proceeds include, but are not limited to, a sales price obtained for scrap metal.

- c. Respondent shall be responsible for and bear the burden of Disposal Costs, except as provided below.
- d. Respondent will retain Disposition Proceeds, if any, as an offset to Disposal Costs, unless Disposition Proceeds for an item of City Property exceed \$250.
- e. In the event that Disposition Proceeds for an item of Property exceed \$250.00, Disposition Proceeds shall be divided between City and Respondent in the same percentages as Winning Bid proceeds are divided. In addition, Disposition Costs shall be borne by City and Respondent in proportion to the ratio of the Disposition Proceeds shared by the parties. Respondent shall deduct City's share of the Disposition Costs from City's share of the Disposition Proceeds. However, should City's share of the Disposition Proceeds be insufficient to pay City's share of the Disposal Costs, Respondent shall be responsible for and pay the balance of the Disposal Costs.
- f. Respondent shall itemize all Disposition Costs for each disposition of City Property, where Disposition Proceeds result from the transaction, regardless of whether the Disposition Proceeds exceed \$250. This information shall be made available to City via Respondent's Internet database and shall be provided to City concurrently with the distribution to City of City's share of the Disposition Proceeds.

21. Allocation of Auction Sales Proceeds.

- a. Winning Bid means the highest amount committed and paid by any auction participant ("Buyer") for Property sold. Winning Bid does not include Transaction Costs or Credit Card Processing Costs, nor does Winning Bid mean or include an amount that a Buyer commits to pay, but later fails to pay.
- b. Sales Price means the total amount paid by Buyer and includes the Winning Bid amount and all Transaction Costs associated with the transaction and paid by Buyer.
- c. Respondent's Commission means Respondent's fee for each item of Property sold. Respondent's Commission is a percentage of the Winning Bid, prior to deduction of Respondent's share of the Credit Card Processing Costs. Respondent's Commission is 50% of the first \$1,000 of the Winning Bid and 25% of the Winning Bid, if any, that exceeds \$1,000.
- d. Credit Card Processing Costs means the credit card processing fees incurred in a transaction paid for by way of a credit card. Credit Card Processing Costs shall be borne by City and Respondent in proportion to the ratio of City's Gross Proceeds to Respondent's Commission.
- e. Transaction Costs mean shipping and handling charges, taxes, insurance, and any other costs associated with the purchase of auctioned Property. Respondent shall be responsible for collection and payment of all Transaction Costs. Respondent will collect Transaction Costs from Buyer. Transaction Costs are in addition to, and not part of, the amount of the Winning Bid. All Transaction Costs collected shall be used by Respondent for the purpose for which they were paid.
- f. City's Gross Proceeds means City's share of the Winning Bid prior to deductions for Respondent's Commission and Credit Card Processing Costs. City's Gross Proceeds equal 50% of the first \$1,000 of the Winning Bid and 75% of the Winning Bid, if any, that exceeds \$1,000.
- g. City's Net Proceeds means the percentage of the Winning Bid payable by Respondent to City after deduction for Respondent's Commission and City's share of the Credit Card Processing Costs.

22. Payment Terms and Reporting. No later than the fifteenth day of each month, Respondent will remit to City the City's Net Proceeds, and City's share of the Disposition Proceeds, arising from completed sales and services rendered during the prior month. Accompanying each payment

of City's Net Proceeds or City's Disposition Proceeds, Respondent shall provide a report setting forth the following information for the immediately preceding month, and shall make a copy of this report available online via secure website accessible only by City and Respondent:

- a. Completed auction sales during the prior month, itemized for each item of Property sold, including:
 - i. Description of item sold and corresponding manifest number;
 - ii. The Sales Price, Winning Bid, Transaction Costs and Credit Card Processing Costs;
 - iii. City's Commission;
 - iv. City's Gross and Net Proceeds;
- b. To include total amounts from auction sales:
 - i. Auction Proceeds collected;
 - ii. Citizen Remittances (if any – total and itemized by Property);
 - iii. Respondent Commissions;
 - iv. City's share of Processing Costs;
 - v. Respondent's share of Processing Costs;
 - vi. Fuel Surcharges;
 - vii. City's Net Proceeds;
- c. Completed dispositions of Property during the prior month, itemized for each item of Property disposed of, including:
 - i. description of item disposed of, method of disposal, and corresponding manifest number (regardless of whether Disposition Proceeds resulted from the disposal);
 - ii. itemized Disposition Costs for each disposition of City Property, where Disposition Proceeds resulted from the transaction (regardless of the amount of proceeds);
 - iii. amount of Disposition Proceeds received;
 - iv. Respondent's share of the Disposition Proceeds;
 - v. City's share of the Disposition Proceeds;
- d. To include total amounts from dispositions of Property:
 - i. total Disposition Proceeds collected where the Disposition Proceeds exceed \$250 for an item of Property;
 - ii. Respondent's total share of Disposition Proceeds; and
 - iii. City's total share of Disposition Proceeds;
- e. The Property, if any, inventoried by Respondent at end of month.

25. Address for Payment to City. All checks shall be made payable to the City of San Antonio and mailed to:

City of San Antonio,
Attn: Accounts Payable
P.O. Box 839975
San Antonio, TX 78283-3975

26. City shall not be obligated or liable to any third party under this contract for any fees or costs associated with the provision of any services provided pursuant to this contract.

27. Location for Pickup of Property by Respondent. Respondent shall coordinate all pickups and deliveries with:

Diana Cerna
555 Academic Ct.,
San Antonio, Texas 78204
Office: 210- 207-7113
Cell: 210 687-7503
Diana.cerna2@sanantonio.gov

City may appoint another person to coordinate pickups and deliveries on its behalf and shall notify Respondent of any such changes in writing.

28. Respondent assumes all risk of loss of property from damage, theft, or any cause whatsoever during loading, transit, unloading, storage and at all times after the Property leaves the physical possession of City.

- a. Respondent assumes all risk of loss of property from damage, theft, or any cause whatsoever during shipment to Buyer and assumes all risk of nonpayment by Buyer.
- b. In the event of loss of property from damage, theft, or any cause Respondent will compensate the City at market value of the item.

005- SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term.

This contract shall begin on the effective date of the ordinance awarding the contract. and shall terminate on March 19, 2025.

Renewals:

At City's option, this Contract may be renewed under the same terms and conditions for one (1) additional one-year period(s). This Renewal is contingent upon the renewal of the underlying Sourcewell cooperative contract number 012821- PRC, the final renewal which is available through March 19, 2026. Renewals shall be in writing and signed by Director or designee, without further action by the San Antonio City Council, subject to and contingent upon appropriation of funding therefor.

Cooperative Contract Provisions.

Term Consistent with Cooperative Contract. Notwithstanding anything to the contrary herein, no new orders may be placed hereunder after the expiration or termination of the underlying cooperative contract. Renewals cannot extend beyond the term of the underlying cooperative contract. Extensions cannot extend beyond the term of the underlying cooperative contract.

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 of San Antonio ("City"); and

Exhibits 1 & 2 – All applicable terms and conditions of the Cooperative Purchasing Contract number 012821- PRC through SOURCEWELL, to include cooperative pricing.

Order of Priority of Contract Documents. Should a conflict arise among the provisions of the contract documents, this RFO and any Purchase Order issued hereunder shall govern over Exhibits 1 & 2, unless otherwise specifically provided herein.

This RFO includes the following: Instructions to Offerors, General Terms and Conditions, Supplemental Terms and Conditions, Product Specifications and Description of Services, Definitions, Price Schedule, any Attachments identified herein.

Warranty.

The warranty specified in specified in Exhibits 1 & 2, if any, a minimum of 90-days product guarantee, or the manufacturer's standard commercial warranty, whichever is greater, shall apply to all products and/or services purchased under this RFO, unless otherwise specified in the Specifications/Scope of Services section of this RFO. This warranty shall provide for replacement of defective merchandise, parts, and labor, and shall include pick-up of the defective merchandise from City and delivery of the replacement(s) to the same location. The warranty shall be effective from the date of acceptance of the merchandise, or completion of the service, as applicable.

Rejection of Disclaimers of Warranties & Limitations Of Liability.

ANY TERM OR CONDITION IN EXHIBITS 1 & 2, OR IN ANY DOCUMENT FURNISHED BY VENDOR, DISCLAIMING THE IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR ATTEMPTING TO LIMIT VENDOR'S LIABILITY SHALL BE OF NO FORCE OR EFFECT, AND SHALL BE STRICKEN FROM THE CONTRACT DOCUMENTS AS IF NEVER CONTAINED THEREIN.

Force Majeure.

Should performance of any obligation created under this Agreement become illegal or impossible by reason of fire, flood, storm, epidemic, pandemic, or other national or regional emergency, act of God, governmental authority, or the common enemy, or the result of war, riot, civil commotion, sovereign conduct, or any other cause not enumerated herein but which is beyond the reasonable control of the Party whose performance is affected, then the performance of the specific provision is suspended during the period of, and only to the extent of, such prevention or hindrance, provided the affected Party provides reasonable notice of the event of force majeure and exercises all reasonable diligence to remove the cause of force majeure.

Insurance.

Prior to the commencement of services under this Agreement, CONTRACTOR must provide a completed Certificate(s) of Insurance to CITY's Police Department. The certificate must be:

- clearly labeled with the name of the agreement in the Description of Operations block;
- completed by an agent and signed by a person authorized by the insurer to bind coverage on its behalf (CITY will not accept Memorandum of Insurance or Binders as proof of insurance); and
- properly endorsed and have the agent's signature, and phone number.

Certificates may be mailed or sent via email, directly from the insurer's authorized representative.

CITY shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by CITY'S Police Department. No officer or employee, other than CITY'S Risk Manager, shall have authority to waive this requirement.

If the City does not receive copies of insurance endorsement, then by executing this Agreement, CONTRACTOR certifies and represents that its endorsements do not materially alter or diminish the insurance coverage for this agreement.

The City's Risk Manager reserves the right to modify the insurance coverages, their limits, and deductibles prior to the scheduled event or during the effective period of this Agreement based on changes in statutory law, court decisions, and changes in the insurance market which presents an increased risk exposure.

CONTRACTOR shall obtain and maintain in full force and effect for the duration of this Agreement, at CONTRACTOR'S sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below. If the CONTRACTOR claims to be self-insured, they must provide a copy of their declaration page so the CITY can review their deductibles:

INSURANCE TYPE	LIMITS
1. Workers' Compensation 2. Employers' Liability	Statutory \$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury d. Independent Contractors*	For Bodily Injury and Property Damage \$1,000,000 per occurrence; \$2,000,000 general aggregate, or its equivalent in Umbrella Liability Coverage.
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence.
5. Professional Liability (Claims-made Coverage)	\$1,000,000 per claim damages by reason of any act, malpractice, error, or omission in the professional service.
*6. Cyber Liability	\$1,000,000 per claim \$1,000,000 general aggregate, or its equivalent in Umbrella Liability Coverage.
*7. First Party Crime Coverage, to include Third Party Crime Coverage Endorsement a. Blanket Crime Coverage	\$1,000,000 Per Claim on First Party Coverage \$2,000,000 Per Claim on Third Party Coverage
*If Applicable	

CONTRACTOR must require, by written contract, that all subcontractors providing goods or services under this Agreement obtain the same insurance coverages required of CONTRACTOR and provide a certificate of insurance and endorsement that names CONTRACTOR and CITY as additional insureds. CONTRACTOR shall provide CITY with subcontractor certificates and endorsements before the subcontractor starts work.

If a loss results in litigation, then the CITY is entitled, upon request and without expense to the City, to receive copies of the policies, declaration page and all endorsements. CONTRACTOR must comply with such requests within ten (10) days by submitting the requested insurance documents to the CITY at the following address:

City of San Antonio
ATTN: Police Department
P.O. Box 839966
San Antonio, TX 78283-3966

CONTRACTOR's insurance policies must contain or be endorsed to contain the following provisions:

- Name CITY and its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with CITY. The endorsement requirement is not applicable for workers' compensation and professional liability policies.
- Endorsement that the "other insurance" clause shall not apply to CITY where CITY is an additional insured shown on the policy. CITY's insurance is not applicable in the event of a claim.
- Contractor shall submit a waiver of subrogation to include, workers' compensation, employers' liability, general liability and auto liability policies in favor of CITY; and
- Provide 30 days advance written notice directly to CITY of any suspension, cancellation, non-renewal or materials change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.

Within five (5) calendar days of a suspension, cancellation, material change in coverage, or non-renewal of coverage, CONTRACTOR shall provide a replacement Certificate of Insurance and applicable endorsements to CITY. CITY shall have the option to suspend CONTRACTOR'S performance should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

In addition to any other remedies CITY may have upon CONTRACTOR'S failure to provide and maintain any insurance or policy endorsements to the extent and within the time required, CITY may order CONTRACTOR to stop work and/or withhold any payment(s) which become due to CONTRACTOR under this Agreement until CONTRACTOR demonstrates compliance with requirements.

Nothing contained in this Agreement shall be construed as limiting the extent to which CONTRACTOR may be held responsible for payments of damages to persons or property resulting from CONTRACTOR'S or its subcontractors' performance of the work covered under this Agreement.

CONTRACTOR'S insurance shall be deemed primary and non-contributory with respect to any

insurance or self - insurance carried by City for liability arising out of operations under this Agreement.

The insurance required is in addition to and separate from any other obligation contained in this Agreement and no claim or action by or on behalf of City shall be limited to insurance coverage provided.

CONTRACTOR and any subcontractor are responsible for all damage to their own equipment and/or property result from their own negligence.

Intellectual Property.

Vendor shall pay all royalties and licensing fees. Vendor shall hold the City harmless and indemnify the City from the payment of any royalties, damages, losses or expenses including attorney's fees for suits, claims or otherwise, growing out of infringement or alleged infringement of copyrights, patents, trademarks, trade secrets, materials and methods used in the project. It shall defend all suits for infringement of any Intellectual Property rights. Further, if Vendor has reason to believe that the design, service, process or product specified is an infringement of an Intellectual Property right, it shall promptly give such information to the City.

Upon receipt of notification that a third-party claims that the program(s), hardware or both the program(s) and the hardware or any other intellectual property infringe upon any United States or International patent, copyright or trademark, Vendor will immediately:

- Obtain, at Vendor's sole expense, the necessary license(s) or rights that would allow the City to continue using the programs, hardware, both the programs and hardware or any other intellectual property as the case may be, or

- Alter the programs, hardware, or both the programs and hardware so that the alleged infringement is eliminated; and

- Reimburse the City for any expenses incurred by the City to implement emergency backup measures if the City is prevented from using the programs, hardware, or both the programs and hardware while the dispute is pending.

Vendor further agrees to

- assume the defense of any claim, suit, or proceeding brought against the City for infringement of any United States patent, copyright, trademark or any other intellectual property rights arising from the use and/or sale of the equipment or software under this Agreement,

- assume the expense of such defense, including costs of investigations, reasonable attorneys' fees, expert witness fees, damages, and any other litigation-related expenses, and

- indemnify the City against any monetary damages and/or costs awarded in such suit;

provided that

- Vendor is given sole and exclusive control of all negotiations relative to the settlement thereof, but that Vendor agrees to consult with the City Attorney of the City during such defense or negotiations and make good faith effort to avoid any position adverse to the interest of the City,

the Software or the equipment is used by the City in the form, state, or condition as delivered by Vendor or as modified without the permission of Vendor, so long as such modification is not the source of the infringement claim,
the liability claimed shall not have arisen out of the City's negligent act or omission, and

the City promptly provide Vendor with written notice within 15 days following the formal assertion of any claim with respect to which the City asserts that Vendor assumes responsibility under this section.

Incorporation of Attachments.

Each of the attachments listed below is an essential part of this contract, which governs the rights and duties of the parties, incorporated herein by reference, and shall be interpreted in the order of priority as appears below, with this document taking priority over all attachments:

Attachment A – Price Schedule

Attachment B – Veteran Owned Small Business (VOSB) Preference Program Tracking Form

Exhibit 1 – Cooperative Purchasing Contract number 012821- PRC through SOURCEWELL.

Exhibit 2 - Cooperative Purchasing Contract 012821 Pricing

006- GENERAL TERMS & CONDITIONS

Electronic Offer Equals Original. If Vendor is submitting an electronic offer, whether through City's portal, or by e-mail, City and Vendor each agree that this transaction may be conducted by electronic means, as authorized by Chapter 322, Texas Business & Commerce Code, known as the Electronic Transactions Act.

Delivery of Goods/Services.

Destination Contract. Vendor shall deliver all goods and materials F.O.B., City of San Antonio's designated facility, inside delivery, freight prepaid, to the address provided in this RFO or, if different, in the Purchase Order. Vendor shall bear the risk of loss until delivery. Freight charges will be paid only when expedited delivery is requested and approved in writing by City. Vendor shall be responsible for furnishing necessary personnel or equipment and/or making necessary arrangements to off load at City of San Antonio facility, unless otherwise noted herein.

Failure to Deliver. When delivery is not met as provided for in the contract, City may make the purchase on the open market, with any cost in excess of the contract price paid by Vendor, in addition to any other direct, indirect, consequential or incidental damages incurred by City as a result thereof. In addition, Vendor may be removed from City's list of eligible bidders.

Purchase Orders. Each time a City department wishes to place an order against this contract, it will issue Vendor a purchase order. Vendor must have the purchase order before making any delivery.

Acceptance by City. City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by Vendor. City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If City elects to accept nonconforming goods and services, City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from

the price thereof to compensate City for the nonconformity. Any acceptance by City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.

Testing. After award of contract, City may, at its sole option, test the product delivered to ensure it meets specifications. Initial testing shall be at City's expense. However, if the product does not meet specifications, Vendor shall reimburse City for the costs of testing. City may withhold the cost of testing from any amounts owed to Vendor under this or any other contract, or invoice Vendor for same. If invoiced, Vendor shall pay City within 30 calendar days of the invoice.

Invoicing and Payment.

Invoice Submissions. City requires all original first- time invoices to be submitted directly to the Accounts Payable section of the Finance Department. The preferred method of delivery is electronically to the following e-mail address:

accounts.payable@sanantonio.gov

Invoices submitted electronically to the e-mail address above must be in separate .pdf format file. Multiple invoices cannot be submitted in a single .pdf file; however, Vendor may submit multiple, separate invoice files in a single e-mail. Any required documentation in support of the invoice should be compiled directly behind the invoice in the same .pdf file. Each electronically submitted file must have a unique identifying name that is not the same as any other file name.

Invoices submitted by electronic submission are only considered "original" when the submission comes directly from the Vendor to Accounts Payable using this e-mail address. Vendor may courtesy copy the ordering City department personnel on the e-mail.

Vendors not able to submit invoices with the required file formatting above may mail original invoices, on white paper only, to:

City of San Antonio
ATTN: Accounts Payable
P.O. Box 839976
San Antonio, TX 78283-3976.

Information Required On Invoice. All invoices must be in a form and content approved by City. City may require modification of invoices, if necessary, in order to satisfy City that all billing is proper and pursuant to the terms of the contract. Invoices are required to show each City Purchase Order Number. Invoices must be legible. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All invoices must show unit prices for each item being billed, the quantity of items being billed and the total for each item, as well as the total for all items on the invoice. If prices are based on list prices basis, then the list prices, the percentage discount or percentage surcharge, net unit prices, extensions and net total prices must be shown. Prompt payment discounts offered shall be shown separately on the invoice.

Payment by City.

In accordance with the Texas Prompt Payment Act, City shall have not less than 30 days to pay for goods or services. Time for payment, including payment under discount terms, will be computed from the later of: (1) the date City receives conforming goods under the contract; (2) the date performance of the service under the contract is completed; or (3) the date City receives a correct and valid invoice for the goods or services. Payment is deemed to be made

on the date of mailing of the check. Payment is made in US dollars only.

This provision shall not apply where there is a bona fide dispute between City and Vendor about the goods delivered or the service performed that causes the payment to be late, or where the invoice is not mailed to the address provided herein.

The payment amount due on invoices may not be manually altered by City personnel. Once disputed items are reconciled, Vendor must submit a corrected invoice or a credit memorandum for the disputed amount.

NECESSITY OF TIMELY INVOICE / WAIVER OF PAYMENT. NOTWITHSTANDING THE FORGOING, CITY CANNOT PAY FOR ANY GOODS OR SERVICES WITHOUT AN INVOICE. VENDOR MUST INVOICE CITY NO LATER THAN 90 CALENDAR DAYS FROM THE DATE GOODS ARE DELIVERED OR SERVICES RENDERED. FAILURE TO SUBMIT AN INVOICE WITHIN SAID 90 DAYS SHALL NEGATE ANY LIABILITY ON THE PART OF CITY AND CONSTITUTE A **WAIVER** BY VENDOR OF ANY AND ALL RIGHT OR CLAIMS TO COLLECT MONEYS THAT VENDOR MAY RIGHTFULLY BE OTHERWISE ENTITLED TO FOR GOODS OR SERVICES PERFORMED.

The total price for all goods and/or services is shown on the Price Schedule. No additional fees or expenses of Vendor shall be charged by Vendor nor be payable by City. The parties hereby agree that all compensable expenses of Vendor are shown on the Price Schedule. If there is a discrepancy on the Price Schedule between the unit price for an item, and the extended price, the unit price shall govern.

Amendments. Except where the terms of this contract expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be affected by amendment, in writing, executed by both City and Vendor. The Director of the Finance Department, or Director's designee, shall have authority to execute amendments on behalf of City without further action by the San Antonio City Council, subject to and contingent upon appropriation of funds for any increase in expenditures by City. Any amendments that cause this contract to exceed \$50,000, if the original contract price was under \$50,000, shall require City Council

approval. Termination.

Termination-Breach. Should Vendor fail to fulfill in a timely and proper manner, as determined solely by the Director, its material obligations under this contract, or violate any of the material terms of this contract, City shall have the right to immediately terminate the contract in whole or in part. Notice of termination shall be provided in writing to Vendor, effective upon the date set forth in the notice. City may, in City's sole discretion, provide an opportunity for Vendor to cure the default. If City elects to offer an opportunity to cure, City shall provide notice to Vendor specifying the matters in default and the cure period. If Vendor fails to cure the default within the cure period, City shall have the right, without further notice, to terminate the contract in whole or in part. Such termination shall not relieve Vendor of any liability to City for damages sustained by virtue of any breach by Vendor.

Termination-Notice. City may terminate this contract, in whole or in part, without cause. City shall be required to give Vendor notice ten days prior to the date of termination of the contract without cause.

Termination-Funding. City retains the right to terminate this contract at the expiration of each of

City's budget periods. This contract is conditioned on a best effort attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

Termination by City may be affected by Director, without further action by the San Antonio City Council.

Independent Contractor. Vendor covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of City. City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by Vendor under this contract and that Vendor has no authority to bind City. The doctrine of respondeat superior shall not apply as between City and Vendor.

INDEMNIFICATION.

VENDOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, CITY and the elected officials, employees, officers, directors, volunteers and representatives of CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon CITY directly or indirectly arising out of, resulting from or related to VENDOR'S activities under this Agreement, including any acts or omissions of VENDOR, any agent, officer, director, representative, employee, consultant or subcontractor of VENDOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT VENDOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. In addition, Vendor agrees to indemnify, defend, and hold City harmless from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods supplied.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. VENDOR shall advise CITY in writing within 24 hours of any claim or demand against CITY or VENDOR known to VENDOR related to or arising out of VENDOR's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at VENDOR's cost. CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving VENDOR of any of its obligations under this paragraph.

Assignment. Except as otherwise stated herein, Vendor may not sell, assign, pledge, transfer or convey any interest in this contract, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of Director. As a condition of such consent, if such consent is granted, Vendor shall remain liable for completion of the services and provision of

goods outlined in this contract in the event of default by the successor vendor, assignee, transferee

or subcontractor. Any attempt to transfer, pledge or otherwise assign this Contract without said written approval, shall be void ab initio and shall confer no rights upon any third person.

Ownership of Documents. Pursuant to Texas Local Government Code Chapter 201, any and all Records produced by Vendor pursuant to the provisions of this contract are the exclusive property of City; and no such Record shall be the subject of any copyright or proprietary claim by Vendor. The term "Record" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic. Vendor understands and acknowledges that as the exclusive owner of any and all such Records, City has the right to use all such Records as City desires, without restriction.

Records Retention.

Vendor and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder ("Documents"), and shall make such Documents available to City at their respective offices, at all reasonable times and as often as City may deem necessary during the contract period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

Vendor shall retain any and all Documents produced as a result of services provided hereunder for a period of four years ("Retention Period") from the date of termination of the contract. If, at the end of the Retention Period, there is litigation or other questions arising from, involving or concerning these Documents or the services provided hereunder, Vendor shall retain the records until the resolution of such litigation or other such questions. Vendor acknowledges and agrees that City shall have access to any and all such Documents at any and all times, as deemed necessary by City, during said Retention Period. City may, at its election, require Vendor to return the documents to City at Vendor's expense prior to or at the conclusion of the Retention Period. In such event, Vendor may retain a copy of the documents.

Vendor shall notify City, immediately, in the event Vendor receives any requests for information from a third party, which pertain to the Documents referenced herein. Vendor understands and agrees that City will process and handle all such requests.

Disclosure Requirements for Certain Government Contracts. For contracts (1) with a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by the City, or

(2) that result in the expenditure of at least \$1 million in public funds for the purchase of goods or services by the City in a given fiscal year, Vendor acknowledges that the requirements of the Texas Public Information Act, Government Code, Chapter 552, Subchapter J, pertaining to the preservation and disclosure of Contracting Information maintained by the City or sent between the City and a vendor, contractor, potential vendor, or potential contractor, may apply to this RFO and any resulting contract. Vendor agrees that the contract can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

By submitting an offer, Offeror warrants and certifies, and a contract awarded pursuant to this RFO is made in reliance thereon, that it, has not knowingly or intentionally failed to comply with this subchapter in a previous offer or contract. City hereby relies on Vendor's certification, and if found to be false, City may reject the offer or terminate the Contract for material breach.

Severability. If any clause or provision of this contract is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this contract shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein. It is also the intention of the parties hereto that in lieu of each clause or provision of this contract that is invalid, illegal, or unenforceable, there be added as a part of the contract a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

Compliance with Law. Vendor shall provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations.

Certifications. Vendor warrants and certifies that Vendor and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

Non-waiver of Performance. Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

Venue. Venue of any court action brought directly or indirectly by reason of this contract shall be in Bexar County, Texas. This contract is made and is to be performed in Bexar County, Texas, and is governed by the laws of the State of Texas.

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.

Attorney's Fees. The Parties hereto expressly agree that, in the event of litigation, each party hereby waives its right to payment of attorneys' fees.

State Prohibitions on Contracts:

This section only applies to a contract that:

- (1) is between a governmental entity and a company with ten (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.

"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.

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.

"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.

By submitting an offer to or 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.

Prohibition on Contracts with Companies Boycotting Certain Energy Companies.

Texas Government Code §2274 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 energy companies; and (2) will not boycott energy companies during the term of the contract.

"Boycott energy company" means, without an ordinary business purpose, 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 with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond

applicable federal and state law; or (B) does business with a company described in (A).

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not boycott energy companies and will not boycott energy companies 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.

Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries.

Texas Government Code §2274 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 have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

"Discriminate against a firearm entity or firearm trade association": (A) means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. 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 Organization 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 and that it will notify City should it be placed on such a list while under contract with City. City hereby relies on Vendor's certification. If found to be false, or if Vendor is identified on such list during the course of its contract with City, City may terminate the Contract for material breach.

Delinquent Taxes. In the event that Vendor is or subsequently becomes delinquent in the payment of taxes owed to the City of San Antonio, City reserves the right to deduct any delinquent taxes from payments that City may owe to the delinquent Vendor as a result of this contract.

Binding Contract. This contract shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

Entire Agreement. This contract, including City's final electronically posted online version, together with its award letter, and its price schedule(s), addendums, attachments, purchase orders, and exhibits, if any, constitutes the final and entire agreement between the parties hereto and contains

all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated

subsequent to the date hereof, and be duly executed by the parties, in accordance with the Amendment provision herein.

Parties agree that City's final electronically posted online version of this solicitation contains the agreed upon specifications, scope of services, and terms and conditions of this contract, and shall control in the event of a conflict with any printed version signed and submitted by Vendor.

007 - SIGNATURE PAGE

By submitting an offer, Offeror represents that:

(s)he is authorized to bind Offeror to fully comply with the terms and conditions of City's Request for Offer for the prices stated therein;

(s)he has read the entire document, including the final version issued by City, and agreed to the terms therein;

Offeror is in good standing with the Texas State Comptroller's Office;

and to the best of his/her knowledge, all information is true and

correct.

Complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your offer.

Offeror Information
Please Print or Type

Vendor ID No. _____

Signer's Name _____

Name of Business _____

Street Address _____

City, State, Zip Code _____

Email Address _____

Telephone No. _____

Fax No. _____

City's Solicitation No. 6100017989

Signature of Person Authorized to Sign Offer

008- STANDARD DEFINITIONS

Whenever a term defined by the Uniform Commercial Code (“UCC”), as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

All-or-None Offer - an RFO in which City will award the entire contract to one (1) offeror only.

Alternate Offer - two (2) or more offers with substantive variations in the item or service offered from the same offeror in response to a solicitation.

Assignment - a transfer of claims, rights or interests in goods, services or property.

Bid Bond - security to ensure that Offeror (a) will not withdraw the offer within the period specified for acceptance, and (b) will furnish any required bonds and any necessary insurance within the time specified in the solicitation.

City - the City of San Antonio, a Texas home-rule municipal corporation.

Contractor - the offeror whose offer is accepted by City and is, therefore, the person, firm or entity providing goods or services to City under a contract.

Director – the Director of City’s Finance Department, or Director’s designee.

Line Item - a listing of items in an offer for which an offeror is expected to provide separate pricing.

Offer - a complete, signed response to an RFO that, if accepted, would bind Offeror to perform the resultant contract.

Offeror - a person, firm or entity that submits an offer in response to a solicitation. The offeror whose offer is accepted by City may also be referred to herein as Contractor, Vendor or Supplier.

Payment Bond - a particular form of security provided by the contractor to protect City against loss due to the contractor’s failure to pay suppliers and subcontractors.

Performance Bond - a particular form of security provided by the contractor to protect City against loss due to the contractor’s inability or unwillingness to complete the contract as agreed.

Performance Deposit - security provided by the contractor to protect City against loss due to the contractor’s inability or unwillingness to complete the contract as agreed.

Pre-Submittal Conference - a meeting conducted by City, held in order to allow offerors to ask questions about the proposed contract and particularly, the contract specifications.

Purchase Order - a validly issued order placed by an authorized City department for the purchase of goods or services, written on City’s standard purchase order form, and which is the vendor’s authority to deliver to and invoice City for the goods or services specified in an RFO for the price stated in vendor’s offer.

Specifications - a description of what City requires and what Offeror must offer; a description of the physical or functional characteristics of a product or material, or the nature of a service or construction item.

Subcontractor - a person, firm or entity providing goods or services to a vendor to be used in the performance of the vendor's obligations under the contract with City.

Supplier - the offeror whose offer is accepted by City and is, therefore, the person, firm or entity providing goods or services to City under a contract.

Vendor - the offeror whose offer is accepted by City and is, therefore, the person, firm or entity providing goods or services to City under a contract.

EXHIBIT 1

COOPERATIVE PURCHASING CONTRACT NUMBER 012821- PRC THROUGH SOURCEWELL

Posted as a separate document.

EXHIBIT 2
COOPERATIVE PURCHASING CONTRACT 012821 PRICING

Posted as a separate document.

009- ATTACHMENTS

ATTACHMENT A

PRICE SCHEDULE

Contractor's Commission is equal to 50% of the first \$1,000 of the Winning Bid and 25% of the Winning Bid, if any, that exceeds \$1,000.

Credit Card Processing Costs. Credit card processing costs shall be borne by City and Contractor in proportion to the ratio of City's Gross Proceeds to Contractor's Commission.

City shall pay to Contractor a fuel surcharge for each pick-up of City portable personal property in the amount set out in the schedule below where the price of diesel fuel is \$2.50 per gallon or more at the time of the pick-up.

Diesel Price (per gallon)	Fuel Surcharge */**
Less than \$2.50	\$00.00
\$2.50 to \$2.99	\$12.40
\$3.00 to \$3.49	\$24.80
\$3.50 to \$3.99	\$37.20
\$4.00 to \$4.49	\$49.60
\$4.50 to \$4.99	\$62.00
\$5.00 to \$5.49	\$74.40
*divides across locations and/or sub-accounts pick-up same day	
**schedule continues upward at same rate	

Example. The following example illustrates allocation of proceeds. Assume Property sells at auction for a \$100 Winning Bid.

The Buyer pays shipping and handling of \$10, insurance of \$2, and sales tax of \$6. The Buyer pays the Sales Price of \$118.00 (\$100 + \$10 + \$2 + \$6) by credit card, and the Credit Card Cost is 3% of the Sales Price or \$3.54 (0.03 x \$118). Contractor and City each share 50% of the Winning Bid, therefore Credit Card Processing Costs are also shared equally.

Winning Bid = \$100 Contractor's percentage of \$100 is 50%.

Contractor's Commission is \$50.

Contractor's share of the Credit Card Processing Costs is 50% of \$3.54 = \$1.77

City's percentage of \$100 is 50%.

City's Gross Proceeds are \$50. City's share of the Credit Card Processing Costs is 50% of \$3.54 = \$1.77 City's Net Proceeds (the amount paid by Contractor to City) are \$48.23

ATTACHMENT B

VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM TRACKING FORM

Posted as a separate document



Solicitation Number: 012821

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and PropertyRoom.com, Inc., 5257 Buckeystown Pike, Suite 475, Frederick, MD 21704 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Auction Services with Related Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires March 19, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
 - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.
5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial

general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report

all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R.

§180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

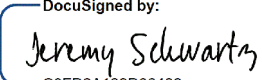
L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell


PropertyRoom.com, Inc.

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO
Date: 3/17/2021 | 11:30 AM CDT

DocuSigned by:

By: 33AC825A3C17475...
Aaron Thompson
Title: CEO
Date: 3/19/2021 | 10:57 AM CDT

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 3/19/2021 | 11:01 AM CDT

RFP 012821 - Auction Services with Related Solutions

Vendor Details

Company Name: PropertyRoom.com, Inc.
Address: 5257 Buckeystown Pike
Ste. 475
Frederick, MD 21788
Contact: Patricia Benson
Email: contractadmin@propertyroom.com
Phone: 240-382-2021
Fax: 240-230-0229
HST#: 86-0962102

Submission Details

Created On: Thursday December 10, 2020 11:27:21
Submitted On: Thursday January 28, 2021 11:24:08
Submitted By: Patricia Benson
Email: contractadmin@propertyroom.com
Transaction #: 9574750e-4314-4c6a-884b-452663590ba3
Submitter's IP Address: 96.231.152.136

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	PropertyRoom.com, Inc.	*
2	Proposer Address:	Corporate Headquarters: 8435 Progress Drive, Suite U, Frederick, MD, 21701 / Corporate Mailing Address: 5257 Buckeystown Pike, Suite 475, Frederick, MD, 21704	*
3	Proposer website address:	www.PropertyRoom.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Aaron Thompson, CEO / 5257 Buckeystown Pike, Suite 475, Frederick, MD, 21704 / AaronThompson@PropertyRoom.com / 240-233-9717	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Kathryn Reyes, Chief of Staff / 5257 Buckeystown Pike, Suite 475, Frederick, MD, 21704 / ContractAdmin@propertyroom.com / KathrynReyes@PropertyRoom.com / 240-751-9119	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Patricia Benson, Administrative Assistant / 5257 Buckeystown Pike, Suite 475, Frederick, MD, 21704 / PatriciaBenson@PropertyRoom.com / 240-382-2021 Amanda Cane, VP of Marketing / 5257 Buckeystown Pike, Suite 475, Frederick, MD, 21704 / AmandaCane@PropertyRoom.com / 240-575-1245	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>With over 20 years' experience in online auctions, more than 2.1+ million registered bidders, proprietary online auction technology, and a management team with significant ecommerce and live and online auction experience, PropertyRoom.com is already the choice of more than 4,100 government agencies nationwide. We strive to provide convenient, flexible, and transparent online auction solutions for property and evidence, firearms, and vehicles and equipment while optimizing the return on auction for our clients.</p> <p>Founded by former law enforcement officers in 1999, we filled a need in the marketplace for a full-service online auction company specifically designed to help municipalities and law enforcement agencies move items and sell them at public auction. Clearing out seized, found, unclaimed, stolen, recovered, and retired property has historically been a challenge for local, state, and federal government agencies, law enforcement, and other organizations. Our founders experienced firsthand the limitations of local auctions and sought to provide a comprehensive solution that took the public auction process online to a nationwide audience.</p> <p>Unlike other auction services, we offer a variety of options; full-service pick up/haul away as well as ship direct to us, and in place (at your location) auction services. All of our auction services focus on serving, and exceeding, the needs and requirements of our Clients. Our revenue share model with no upfront costs, provides a unique solution where we are focused on getting the most results from our Client's auctions.</p> <p>PropertyRoom.com provides several benefits to Clients:</p> <ul style="list-style-type: none"> - Convenience – We help them clear out abandoned, seized, forfeited, impounded, surplus and fleet assets with our online auction services - Security – We employ our proprietary tracking methods to secure Client item information - Auction Participation – Our national online auctions are 24/7 and draw more bidders than live or online, local auctions - Higher Proceeds – Our Clients can realize higher net proceeds as compared to their traditional local, live webcast auctions - Lower Costs – With our revenue share model, there are no upfront costs and our full-service offering allows municipal workers to focus on their core jobs. In addition, our solutions reduce storage and handling costs - Transparent Reporting – Gives the client 24/7 status and complete chain of custody on their items <p>PropertyRoom.com combines an extensive knowledge of governmental property handling procedures, as well as expertise in e-commerce, marketing, and logistics. We provide local, state, and federal government agencies, law enforcement, and other organizations, a technological cost saving alternative to reduce storage space and handling requirements, offer many value-added services, maximize revenues with larger bidding audiences, and provide detailed accounting for better record keeping and auditing.</p>
8	What are your company's expectations in the event of an award?	<p>PropertyRoom.com expects to continue to utilize the Sourcwell contract agreement as the main contract vehicle in our sales and new Client onboarding process. Utilizing the Sourcwell contract removes the costly, tedious, and time-consuming process of Request for Proposal for prospective Clients and has historically proven to be a successful way to bring on new Clients to utilize our online auction services.</p> <p>We currently provide online auction solutions and service over 680 Sourcwell members' client accounts across the nation, with many more in our current sales pipeline; and expect that number to continue to grow in the future.</p> <p>When our current non-Sourcwell clients come up for renewal, we offer Sourcwell as the contract vehicle to provide a smooth renewal process. With over 4,100 clients in our portfolio this represents a significant growth opportunity for Sourcwell.</p>
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Please see Exhibit B for Financial Statements - PropertyRoom Financial Statements.pdf -</p>

10	What is your US market share for the solutions that you are proposing?	<p>PropertyRoom.com is number one in the industry for property and evidence disposition solutions. Our full-service offering for property and evidence online auction solutions is unparalleled with over 4,100 clients in each of the contiguous United States.</p> <p>The relationships we have built with clients allow us to continue to serve them and strengthen our value as an organization. We are well referenced and utilize our partnerships with Insurance Auto Auctions, Inc. (IAAI), and Buds Gun Shop for additional service offerings to further serve all needs of each Client.</p>	*
11	What is your Canadian market share for the solutions that you are proposing?	<p>We do not currently have market share in Canada, however, our Haul Away Auction Service for vehicle and equipment assets partner, Insurance Auction Auctions, Inc, (IAAI), does have a presence in Canada so we have the ability to extend some of our service offerings to Participating Entities in Canada.</p> <p>In addition, we are currently exploring ways to expand our additional online auction solutions into the Canadian market.</p>	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, our company has never petitioned for bankruptcy protection.	*
13	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>PropertyRoom.com is a service provider. We provide a variety of solutions for online auction services designed to fit multiple needs and requirements for law enforcement agencies, municipalities, and other organizations.</p> <p>Our Sales (Inside/Outside Sales and Client Success Teams) and service force (Drivers and Processing Center Teams) are full-time employees committed to the daily processing and account management for our clients. These team members are not through a third party.</p> <p>While we do leverage our partnerships with additional companies to provide some of our auction solutions, PropertyRoom.com handles any communication with our clients directly. We ensure consistency and quality of service with our clients across all service offerings.</p>	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>We hold all required licenses and in the required states we are a Registered Internet Auction Listing Service. We have been a National Auctioneers Association (NAA) member since 2008.</p> <p>As part of our Firearms Auction Services, we are a registered Federal Firearms Licensee (FFL) and our partner for Firearms Auction Services is also a registered Federal Firearms Licensee (FFL.)</p> <p>As part of our Haul Away Auction Services program for vehicle and equipment assets, we verify and ensure that any subcontractors we use hold the required licenses and certifications related to towing, dealer programs, broker programs, and any scrap requirements depending on the jurisdiction.</p>	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	We have had no suspension or disbarment events applied to our organization during the past ten years, or ever.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	Our company operates in a specific niche industry and as such there are no industry associations providing the customary platforms for awards and recognitions. However, many of our Clients have received awards and recognition as a result of utilizing our auction services. For example, we currently handle all fleet and equipment auction services for the largest municipal fleet in the United States (City of New York / New York City Department of Citywide Administrative Services) and their utilization of our auction services have garnered them many awards, including Leading Fleets and 100 Best Fleets.	*
17	What percentage of your sales are to the governmental sector in the past three years	The overwhelming majority of our clients are government entities. While we do work with a handful of corporations and other organization types, 96% of our clients are government entities.	*
18	What percentage of your sales are to the education sector in the past three years	With our service so heavily imbedded in the law enforcement area, we recognize the opportunity to serve the education sector at greater quantities in the future. Currently, 3.2% of our clients are in the education sector.	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>PropertyRoom.com holds the statewide contract for vehicle auction services for the State of Connecticut. We were re-awarded this contract in 2017 through a traditional RFP process with the State's Department of Administrative Services (DAS). The statewide contract can be piggybacked by any and all agencies within the State of Connecticut. We have generated the following sales volume for all Connecticut clients under the state contract for the past three (3) years:</p> <p>2018 = \$2,772,250 2019 = \$2,687,815 2020 = \$1,514,912</p> <p>Aside from our current Sourcewell agreement, we also hold co-op agreements with NASPO ValuePoint (NASPO). With New Mexico as the lead state, NASPO has been adopted by several state government purchasing departments, but it has not been adopted in all 50 states.</p> <p>Under the NASPO agreement for agencies located in California, New Mexico, Utah, and Washington, we have generated the following sales volume for the last three (3) years.</p> <p>2018 = \$7,366 2019 = \$14,666 2020 = \$109,557</p>	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	We do not currently hold any GSA contracts.	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Las Vegas Metro, NV Police Dept. / Clark County, NV	Melisse Huffmaster, Director	702.828.3488	*
City of Fort Worth, TX Police Department	Betty Rogers, Public Safety Support Manager	817.392.5929	*
Raleigh, NC Police Department	Wendy Lancaster, Manager	919.996.1157	*
Boston, MA Police Department	Captain Wayne Lanchester	617.343.9661	
City of Durham, NC Police Department	Portia Sidberry, Supervisor	919.560.4442 x29106	

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Municipal Agency	Government	New York - NY	Online Auction - Fleet & Large Equipment	Auctioned anywhere from 2500 to 3500 items per year over the past three years	\$31,715,331	*
State Agency	Government	Connecticut - CT	Online Auction - Fleet & Large Equipment	Auctioned anywhere from 570 to 1100 items per year over the past three years	\$6,785,885	*
Municipal Agency	Government	New York - NY	Online Auction - Fleet & Large Equipment	Auctioned anywhere from 90 to 300 items per year over the past three years	\$4,833,475	*
Law Enforcement Agency	Government	New York - NY	Online Auction - Personal Property & Evidence	Auctioned anywhere from 5000 to 12,400 items per year over the past three years	\$2,936,646	*
Law Enforcement Agency	Government	California - CA	Online Auction - Personal Property & Evidence	Auctioned anywhere from 6600 to 7780 items per year over the past three years	\$1,811,706	*

Table 6: Ability to Sell and Deliver Service

Describe your company’s capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
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23	Sales force.	<p>We can serve Participating Entities nationwide and have teams internally as well as with our partners to provide additional support.</p> <p>We have a Sales Team and Client Success Team covering all 50 states with each team member assigned to a specific region. We currently have seven (7) Sales and Client Success Team members (all direct employees and FTE's), that work with government and law enforcement agency sectors. Our team members are headquartered/based in Maryland, Massachusetts, New York, and Kentucky. We have sales coverage both regionally and on a nationwide scale.</p> <p>The Sales Team's responsibility is to prospect potential new clients, including Participating Entities, determine their needs and requirements, develop the best solution based on our online auction services available, and complete the contract and onboarding process to convert them into clients. Each Sales Team member works daily to identify potential Participating Entities that may need our services and identifies Sourcewell members, or potential new Sourcewell members, that could also utilize our online auction solutions.</p> <p>Our Client Success Team's main role is to provide consistent account management to our clients and contacts them on a regular basis to ensure we are meeting, and exceeding their needs and requirements, in addition to arranging pickups and creating a plan of action for auctioning their items. Since each Client Success Team Member is assigned to a Client, they become familiar with the needs and requirements of personnel and aid them in a higher capacity. Those well-established relationships and consistent communication and account management are often the reason why our services run so smoothly, and our clients have remained with our company for many years.</p> <p>In addition to PropertyRoom.com employees serving our Clients nationwide, we have multiple partners in place to provide additional auction service solutions. We utilize a subcontractor for our Firearms Auction Services, and several partners depending on the region for Haul Away Auction Services for Vehicles and Large Equipment. This gives us the ability to haul away these types of assets to more than 190 yards/auction locations across the United States. Even though we utilize additional partners for some of our auction solutions, clients still work directly with PropertyRoom.com employees to ensure consistency and quality of service while handling any issues or questions that may arise during the auction process.</p>	*
24	Dealer network or other distribution methods.	<p>PropertyRoom.com does not utilize a dealer network. All service offerings and client communication are handled directly with our own Sales and Client Success teams to ensure consistency and continuity of service to all our 4,100+ valued clients.</p> <p>However, we have partnered with Insurance Auto Auctions, Inc. (IAAI) to better serve our Clients in need of vehicle and equipment auction services. Our Haul Away Auction Services is our program that transports our Client's vehicles and equipment from their lot stores them and auctions them at local IAAI yards. IAAI has a large geographic footprint with a nationwide scope and 190+ yards, which makes it easy to serve many clients nationwide while picking up and successfully auctioning larger assets. IAAI markets to bidders in 110+ countries and offers live and live-online bidding.</p> <p>We partnered with Buds Gun Shop to provide secure, fast, and easy auction services for firearms, firearms accessories, and ammunition. With Buds Gun Shop's over 40 years' experience in the industry, Federal Firearms License (FFL), and full compliance with ATF, Title 18, U.S. Code, Ch. 44 and NFA (26 U.S.C., Ch. 53) process, we can offer this additional service to our clients.</p>	*
25	Service force.	<p>With our full-service solutions, our Service force stretches across multiple departments to provide the best level of service possible to our clients.</p> <p>Our seven (7) Client Success Team members provide account management to clients on all auction service offerings and ensures items are sent to auction quickly and efficiently.</p> <p>Our six (6) Driver Team members are responsible for facilitating pickups at our client locations and safely storing product in our fleet of trucks and transporting and unloading the items at our Processing Centers. With multiple drivers, trucks, and routes nationwide, we are able to provide full-service pickups to most Participating Entities, while still allowing agencies the flexibility to ship items directly to us if preferred.</p> <p>Our twenty-one (21) Processing Center team members across multiple locations are responsible for all tasks in cataloging, imaging, storing, and listing items for auction on the auction platform to get the highest return for our clients. We have Processing Center locations in Farmingdale, NY, Ontario, CA, and Memphis, TN to serve clients nationwide.</p>	*

26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Our dedicated Client Success Team works with Clients to ensure a smooth, and fully transparent, transfer of items as they go to auction based on the service offering being utilized.</p> <p>This Team is available 8:00 A.M. EST to 6:00 P.M. EST Monday through Friday by phone or email. Our response time goal for all Client Success inquiries and issues is no more than 24 hours.</p> <p>We offer a comprehensive onboarding and training program called "Safe Passage" for Clients to ensure that all questions are answered, and Clients are prepared to get the most from our auction services as possible. This program starts at onboarding and walks the new Client through their first manifest, pick up, auction, remittance of proceeds, and reporting review to ensure the Client feels comfortable with the process and answer any questions that arise.</p> <p>After onboarding, our Client Success Teams proactively contact our Clients on a regular basis to ensure Client satisfaction and determine if the Client has any items ready to be picked up and sent to auction. Clients can reach out to us directly at any point to schedule pickups, with any questions, or for additional training. We take a personal approach when working with our Clients to ensure they are happy, their needs are met, and all of their questions and concerns are answered on a timely basis.</p> <p>PropertyRoom.com serves thousands of government Clients and other organizations, we also serve more than 2.1 million registered bidders. Our bidder customers on our website require support for various auction process related reasons. Our Bidder Customer Support Team works with our customers to answer any questions throughout the auction process. Bidder Customer Support is available by phone and email from 8:00 AM EST to 8:00 PM EST Monday through Friday. Our response time goal for all Customer Service inquiries and issues is typically 1-2 business days.</p>	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>PropertyRoom.com is number one in the industry for providing full-service property and evidence disposition solutions to more than 4,100 client agencies nationwide.</p> <p>We are fully capable and more than willing to serve our current clients as well as any additional Participating Entities not currently utilizing our services. We welcome the opportunity to present our service offerings to Participating Entities in need of online auction solutions.</p>	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>While we currently do not auction and sell assets to and from Canada, our Haul Away Auction Service partner, IAAI, has a large geographic footprint with multiple Canadian auction lot/vehicle storage locations We can provide Haul Away Auction Services to Sourcewell Participating Entities in Canada.</p> <p>We are currently exploring ways to expand our other online auction solutions to the Canadian market.</p>	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>We have the ability to serve Participating Entities nationwide, including Hawaii and Alaska.</p> <p>We offer a variety of solutions which may include physically picking up items, utilizing our Pack & Ship program where small items can be shipped to us directly, or large items can be auctioned online while being held at the Client's location.</p> <p>While we currently do not auction and sell items to and from Canada, our Haul Away Auction Service partner, IAAI, has a large geographic footprint with multiple Canadian auction lot/vehicle storage locations We can provide Haul Away Auction Services to Sourcewell Participating Entities in Canada. We are currently exploring ways to expand our online auction solutions to the Canadian market.</p>	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	PropertyRoom.com does not have any limitations on which contract vehicle to utilize. We can fully serve and utilize the Sourcewell contract to Participating Entities in all regions.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We are able to serve Participating Entities with a combination of one or multiples of our online auction service solutions in Hawaii and Alaska. We are not currently providing our services in the U.S. Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *
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32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>We are very proud to have a Sourcewell-awarded contract and to be able to offer it as a solution to our prospective Clients, and as such highlight it through multiple marketing channels to promote Sourcewell and our online auction solutions.</p> <p>Our Sales Team is trained and instructed to utilize the Sourcewell-awarded contract as the first option to close a deal due to the benefits that Sourcewell provides to our prospective Clients. Therefore, it is prominently featured in our sales presentations and materials (see attached example Sales Presentation - OnlineAuctionServicesPresentation_PropertyRoomcom_September2020_Template.pdf and Sales Flyer - OnlineAuctionServicesFlyer_PropertyRoomcom_July2020.pdf).</p> <p>The Sourcewell logo and contract information is featured on our website on our partner links page (https://www.propertyroom.com/about-us/partners), or lead generation pages (https://www.propertyroom.com/about-us/law-enforcement-and-municipality-auction-services) and in our Sales and Client Success Teams email signatures that are sent to prospective and existing Clients to proudly share our affiliation with Sourcewell.</p> <p>We also display the Sourcewell-awarded contract flag prominently at any trade show or conference we attend along with copies of the Sourcewell (see attached example - PropertyRoomcom_SourcewellFlyer.pdf) flyer to show prospective Clients the benefits of joining Sourcewell.</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Propertyroom.com uses technology and digital data to enhance our marketing effectiveness for all our marketing campaigns; both to attract new Clients as well as promote our Clients' items that are up for auction. We utilize data based on Clients' and customers' interests and customers' past bidding experiences to customize messages to maintain an engaged audience, which in turn will increase proceeds for our Clients.</p> <p>As we assist our Clients with our unique set of auction services and help auction our Clients' goods for them online, it is important that we drive interested customers to their auctions and convert them to bidders to increase the proceeds.</p> <p>For our current 4,100+ agency Clients and 23,000+ agency target list prospects, we do this by implementing campaigns across multiple marketing channels – on site messaging, regular targeted email campaigns, consistent sales outreach via emails and phone calls, and Public Relations efforts with press releases and media outreach to drive interest nationwide and in local communities. We have been featured on many national, regional and local news programs (including CNNTV, CNN.COM, Fox News TV, and FoxNews.com). An example of a digitalized press release featuring City of Houston, TX, PropertyRoom.com and Sourcewell is featured here: http://www.prweb.com/releases/2015/08/prweb12884425.htm.</p> <p>We also aim to grow our Bidder Base of consumers bidding on the auctions we manage for our Clients. To do so, we also use technology and digital data to enhance our business to consumer (B2C) marketing efforts. We engage new and existing customer across multiple marketing channels like on site messaging, regular targeted email campaigns, social media posts and ads across multiple platforms (Facebook, Twitter, Instagram, Reddit, etc.), Public Relations efforts, Pay-Per-Click keyword and ad campaigns, online display advertisements, and more. We utilize data based on customer's interests and past experiences on our site to customize messages and encourage bidding, which in turn will increase proceeds for our Clients.</p>
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>PropertyRoom.com has been fortunate to work with Sourcewell for many years and having a Sourcewell-awarded contract is paramount to our sales process. We have appreciated the collaboration provided by our Sourcewell Team as we prospect and work to engage and complete contracts with new Clients, train our internal teams on the Sourcewell process, and answer questions from a potential Client.</p> <p>We utilize the resources at Sourcewell to help identify existing Sourcewell Clients when prospecting or provide examples of other Sourcewell members in their area for prospects. Being able to show the wide network of Sourcewell Participating Entities assists in easing any concerns or questions about the process and provides references.</p> <p>Having a Sourcewell-awarded contract is a prominent feature in our sales collateral tools and is a main talking point with all potential Clients. We approach 100% of our prospects with the utilization of our Sourcewell-awarded Vendor Contract. We believe there are many benefits for our potential and existing Clients to be part of Sourcewell therefore it is integrated into our marketing (both external and internal) as we communicate and promote our online auction solutions.</p> <p>We have frequently utilized our Sourcewell contract manager, arranged conference calls with our prospective Clients and, at the approval of our contract manager, asked our prospective Clients to contact our contract manager directly.</p> <p>We would take advantage of the contract award to issue a joint press release with Sourcewell to announce our renewed alliance and promote it through our national marketing channels. We also appreciate the inclusion on Sourcewell materials as well as the website so when members are searching for solutions, we are presented as an option.</p>

35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>As our online auction services and platform are service based and not product based, our e-procurement ordering process is for inquiries based on their needs to auction items via a simple and digital process.</p> <p>At initial interest, we offer an electronic outreach form on our website, where interested agencies can submit their information so one of our Sales Team members can contact them with more details. A Sales Team member will then reach out to learn about the interested prospect's needs and help them find the best solution.</p> <p>Once they are a Client, we offer a digital manifest in which the Client would notify us of items that are ready to go to auction. From there we provide a complete turnkey solution that includes pick up/haul away of items, auditing services, authentication services, auctioning, customer support, delivery to the winning bidder, and several value-added benefits.</p>	*
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Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Since PropertyRoom.com offers a full-service solution to online auctions where we aim to handle the process from pick up at client locations to shipment to the winning bidder, there should be very little training necessary beyond the Welcome Call with our Client Success Team. Product and equipment maintenance does not apply to our online auction services.</p> <p>PropertyRoom.com takes a hands-on approach and ensures clients are comfortable with all aspects of the auction process. After our initial training program, Safe Passage, which walks Clients through their first manifest, auctions, proceed remittance, and reporting reviews, if Clients require additional guidance, we are happy to set up additional and ongoing training as needed. We maintain Zoom accounts for managers to train Clients online with a hands-on and visual approach to show them how to utilize their account in our proprietary online reporting portal, AgencyWeb, to maintain visibility of item inventory and where to find reports on their surplus items. AgencyWeb is our web-based reporting tool for clients to access and view various reports about the items they have entrusted to PropertyRoom.com.</p> <p>Our Client Success Team continually follows up to ensure Client satisfaction. We take a personal approach when working with our Clients to make sure they are happy, and their needs are met. Our Client Success Team is available by email and telephone for our Clients to reach out to if they have any questions or concerns.</p>	*
37	Describe any technological advances that your proposed products or services offer.	<p>We have over twenty (20) years' experience in the online auction industry and are leaders in our field in offering property and evidence disposition services to law enforcement, municipalities, and other organizations. We have developed a proprietary online auction platform utilizing the most recent technologies to provide a safe, secure, and fun place for our Clients and Bidders.</p> <p>We've created a proprietary solution for our Clients to auction vehicle and equipment assets by developing a simple mobile cataloging tool called MobiCat®. The user can enter a VIN number which automatically populates basic vehicle information, take photographs directly from a tablet device, customize with specific details about the asset, and submit for auction to launch it on the online platform.</p> <p>In order to provide complete transparency on items and fulfill chain-of-custody requirements from our Clients, we have developed a proprietary online reporting portal where Clients can access information on the items sent to us 24/7. This portal, AgencyWeb, provides reporting such as (examples shown in the appendix of the Sales Presentation - OnlineAuctionServicesPresentation_PropertyRoomcom_September2020.pdf):</p> <ul style="list-style-type: none"> • The items sold during the prior month, all relevant amounts for winning bid, sales tax, credit card costs, and Client share of proceeds • The items consigned for sale during the month • The total amount of proceeds collected during the month • The items, if any, inventoried at the end of the month • Any and all relevant make, model, or other identification provided on the auction manifest • The Clients net proceeds and PropertyRoom.com's net proceeds during the preceding month • Cumulative year-to-date totals for sales proceeds, Client's proceeds and PropertyRoom.com's proceeds • All required Client reference numbers and identifying information to permit reconciliation, including manifest date, page and line number, case ID, and Client auction reference number. • Custom reporting options are available for client agencies needing more detailed and broken-down information for the previous month. 	*

38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>The very essence of our services involves a form of recycling by redeploying items for extended use and thereby reducing additional raw material consumption and reducing landfill use. We have also implemented our own Green Policy as a goal to use only the resources we need, leaving as small a footprint as possible while delivering innovative, high value online auction services.</p> <p>The initial emphasis of our Green Policy revolves around the following areas:</p> <p>Document Management & Recycled Paper Usage. We seek to decrease our Clients' and our own consumption of paper while purchasing only paper that contains recycled content. We have several current Company practices like using online electronic reports for internal and client use and deployment of recycled paper products for printing and packaging materials.</p> <p>Metal Recycling Many products our Clients seek to monetize are comprised mainly of metals and have reached the end of their useful lives. We then put the composite metals to reuse by scrapping at metal reclamation facilities.</p> <p>Responsible Disposition of Hazardous Electronic Waste Many types of electronic products that our Clients seek to monetize contain hazardous materials and have reached the end of their useful lives, thus considered hazardous waste. Our Company is committed to disposing of such products in a responsible manner. Currently we manage an internal, online directory of facilities that we utilize for disposing of such electronic goods. All of these facilities are licensed by the U.S. Federal EPA.</p>	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	PropertyRoom.com provides auction services not equipment or products, so eco-labels, ratings, and certifications do not apply to our service offering.	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	While we do not possess WMBE or SBE accreditations ourselves, we do make a commitment to utilize such business enterprises as suppliers of services for us in fulfilling our existing contracts. For example, through our partner, Insurance Auction Auctions, Inc., (IAAI), we utilize a WMBE-accredited towing contractor; we also make efforts to source fuel suppliers, temporary labor, and other goods and services we require from WMBE and SBE entities.	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>What makes our solution so comprehensive and unparalleled in our industry is that we are the only company to offer a variety of service levels, including a completely full-service solution to handle the entire auctioning process of property and evidence from beginning to end. We pick up, process, and auction the items so our customers can focus on enforcing the law. Much of our competition provides just a listing service platform which puts the majority of the work back on the Client themselves.</p> <p>There are multiple unique attributes that make our solution the choice of over 4,100 law enforcement agencies and municipalities nationwide:</p> <ul style="list-style-type: none"> • Ability to handle multiple item types like property and evidence, firearms, firearms accessories, ammunition, vehicles, and equipment • Trustworthy reputation and loyal Client and Bidder base for over 20 years • Authentication services for high-end items like jewelry, watches, and coins internally and with third parties, like the GIA and independent specialists, at no additional cost • Total transparency and full chain of custody reporting of our straightforward policy of documenting every item and maintaining a full audit trail available 24/7 via our proprietary online reporting portal, AgencyWeb • Identification and destruction or return of counterfeits at our Processing Centers • Flexibility in variety of online auction services for Clients to choose the solution that best fits their needs • Capability to return lost or stolen items when citizens prove any item on our site is rightfully theirs • Federal Firearms Licensed Dealer (FFL) and also subcontract our Firearm Auction Services to Buds Gun Shop (https://www.budsgunshop.com/), also a Federal Firearms Licensed Dealer (FFL) and the largest online retailer of firearms in the United States • Option to auction firearms for a credit in exchange for a variety of law enforcement equipment through Buds Gun Shop • Partnership with multiple subcontractors who are experts in their field, like Insurance Auction Auctions (IAAI), who expands our ability to offer Vehicle & Equipment Auction Services with their over 190 facilities nationwide 	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	We offer online auction services not products, parts, and labor which would traditionally offer a warranty. Therefore, warranties are not applicable for our services.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	We offer online auction services, so warranties are not applicable for our services, and therefore do not have usage restrictions or other limitations.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	We offer online auction services, so warranties are not applicable for our services, and therefore do not require travel time and mileage expenses of technicians.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	We offer online auction services, so warranties are not applicable for our services, and therefore do not require a certified technician to perform repairs.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	We offer online auction services, so warranties are not applicable for our services, and therefore do not have manufactured parts or equipment.	*
47	What are your proposed exchange and return programs and policies?	We offer online auction services, so products and parts for exchange or return are not applicable for our services, However, we do offer the ability for a Client to request an item back after it has been sent to us. For example, if a law enforcement agency sent us an item from a case and that case needed to be reopened, as long as we had the item in our possession, we would be able to send back to the Client to satisfy their legal requirements.	*
48	Describe any service contract options for the items included in your proposal.	We offer online auction services, so service contract options for a product with parts and labor are not applicable. However, we do have a standard agreement for our auction services for our Participating Entities to sign to use our services. This agreement includes all our online auction solutions, so clients can add additional services as needed.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	<p>As an online auction company, PropertyRoom.com retains a commission percentage of each auction; therefore, the Client will not have to remit payment to us under any terms.</p> <p>PropertyRoom.com employs the same standard reconciliation and payment process for 100% of its Clients. Once a month, PropertyRoom.com reconciles all auction items closed and paid for the previous calendar month and prepares payment to Clients. We send proceeds through the Clients preferred method, such as mailing checks or wire transfer, for Client net proceeds based on the reconciliation for the previous calendar month auction results.</p>	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	PropertyRoom.com provides service solutions that are revenue-generating opportunities for Clients, so there is no need for leasing or financing options in order to utilize our service solutions. This frees up any need to find money in the agency's budget in order to utilize our services. We remit net proceeds to Clients on a monthly basis.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcwell participating entities' purchase orders.	<p>As we offer services and not products, the ordering process consists of Participating Entities reaching out to us when they have items ready to go to auction and our Client Success Team doing active outreach to Clients to assist in sending their items to auction when ready.</p> <p>PropertyRoom.com does not utilize a dealer network. All service offerings and client communication is handled directly with our own Sales and Client Success teams to ensure consistency and continuity of service to all our 4,100+ valued clients.</p> <p>Clients utilize a digital manifest to list items deemed ready for public auction. The items on the manifest are tracked in our proprietary reporting system, AgencyWeb, for full transparency to our Clients and full tracking of each Client and related sub-accounts.</p> <p>Our Client relationship management (CRM) database contains information on each Client account and all related sub-accounts. We maintain the account management for all Clients even when working with a subcontractor and all sales are recorded and managed in our systems. In addition to tracking all items that flow through our systems, auctioned items, sales, we track any Clients that have signed up using Sourcwell as the contract vehicle and utilize this information when preparing the quarterly sales report to Sourcwell.</p>	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	As an online auction company, PropertyRoom.com offers a revenue share model where we retain a commission percentage of each auction; therefore, the Client will not have to remit payment to us nor use a P-card.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *	
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53	<p>Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.</p>	<p>We have a revenue share model for online auction services. We keep a commission percentage of the winning bid of an item if it sells – there are no upfront costs.</p> <p>We do not charge listing fees for individual auctions, training fees, start-up costs, advertising costs, or fees for our value-added services. For example, on our Portables Auction Service, we pick up items, audit, image, write descriptions, authenticate internally and/or with third party specialists, perform disk erasure, provide refurbishment on certain items, etc. All of this is included in our simple, revenue share model.</p> <p>We offer online auction services, and not products with products, parts, and labor, we do not have SKUs for our service solutions proposed in this RFP response.</p> <p>Please see below for our pricing breakdown by service proposed in this RFP response:</p> <p>PROPERTY & EVIDENCE DISPOSITION SERVICES</p> <ul style="list-style-type: none"> Sourcewell Member Discounted Pricing (non-bicycles): 50% of the first \$1,000 of the Winning Bid, and 25% of the Winning Bid portion that exceeds \$1,000 for all items. This way you get to keep more of the proceeds for higher valued items. (Compared to Non-Sourcewell Pricing: 50% of the Winning Bid for all items.) Sourcewell Member Pricing (bicycles): 85% of the Winning Bid. (Compared to Non-Sourcewell Pricing: 85% of the Winning Bid.) <p>FIREARMS AUCTION SERVICES</p> <ul style="list-style-type: none"> Sourcewell Member Discounted Pricing: 50% of the first \$1,000 of the Winning Bid, and 25% of the Winning Bid portion that exceeds \$1,000 for all items. This way you get to keep more of the proceeds for higher valued items. (Compared to Non-Sourcewell Pricing: 50% of the Winning Bid for all items.) <p>VEHICLE & EQUIPMENT AUCTION SERVICES</p> <p>Haul-Away Auction Service</p> <ul style="list-style-type: none"> Sourcewell Member Pricing: 12.5% of the Winning Bid. (Compared to Non-Sourcewell Pricing: 12.5% of the Winning Bid.) <p>In-Place Auction Service</p> <ul style="list-style-type: none"> Sourcewell Member Discounted Pricing: 2.5% of the Winning Bid. (Compared to Non-Sourcewell Pricing: 5% of the Winning Bid.) <p>Impound Auction Service</p> <ul style="list-style-type: none"> Sourcewell Member Pricing: 12.5% of the Winning Bid. (Compared to Non-Sourcewell Pricing: 12.5% of the Winning Bid.) <p>See our Pricing: - PropertyRoomcom_Sourcewell_Pricing_2021.pdf - for this information as well.</p>	
54	<p>Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.</p>	<p>As noted, our pricing is a revenue share model where we keep a commission percentage of the winning bid of an item if it sells – there are no upfront costs.</p> <p>We have discounted our commission percentage for Sourcewell Participating Entities for many of our auction services approximately 25% to 50% of our standard commission percentage.</p>	
55	<p>Describe any quantity or volume discounts or rebate programs that you offer.</p>	<p>We offer online auction services, and not products with products, parts, and labor, we do not have any volume rebates or quantity discounts.</p> <p>Our pricing structure is already discounted to our government, educational and non-profit Clients due to our lower, negotiated rates with our partners. For example, when we negotiated with one of our larger partners for haul-away services of vehicle and large equipment assets, we absorbed some of the usual and customary fees usually passed on to Clients by other auction companies including towing for the first thirty (30) miles and cleaning and preparation fees for vehicles. We continue to absorb these fees providing additional savings to our Clients.</p>	

56	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	<p>All fees are noted in the pricing section of this proposal. Our main commission is a percentage of the winning bid, but we detail any potential fees depending on the service level requested.</p> <p>In our Haul-Away Services solution for Client vehicle and large equipment assets, we note in our pricing that medium and heavy tows that may require additional tow equipment beyond a standard vehicle transporter. These will be billed at cost based on quotes received from local tow providers under our subcontractor.</p>
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>We strive for a simple, and straightforward revenue share pricing model as described in question 53. We do not charge for many of our value-added services for example, on our Portables Auction Service, we pick up items, audit, image, write descriptions, authenticate internally and/or with third party specialists, perform disk erasure, provide refurbishment on certain items, etc.</p> <p>However, there are some additional charges that are listed below and are mainly a result of pass-thru charges from our subcontractors. These fees would be deducted from Client Net Proceeds to maintain our revenue share pricing model and eliminate any additional invoicing.</p> <p>ALL AUCTION SERVICES</p> <ul style="list-style-type: none"> • Payment Processing Cost (“PP Cost”) <p>What: This is a portion of the fee to process payment. For example, credit card fees.</p> <p>Fee Amount: 3% of the Sales Price (includes Winning Bid plus shipping and handling, shipping insurance and sales tax paid by a buyer)</p> <p>PROPERTY & EVIDENCE DISPOSITION AUCTION SERVICES</p> <ul style="list-style-type: none"> • Shipping or Fuel Surcharge Fee <p>What: We charge a small fee to get your items to us either by shipping via common carrier or picked up by us</p> <p>Fee Amount:</p> <ul style="list-style-type: none"> - If items are transported via common carrier and not picked up by us, a portion of the shipment cost will be deducted from Client Net Proceeds. - If items are picked up by us, a fuel surcharge will be deducted from Client Net Proceeds for each picked up Manifest. This Fuel Surcharge is determined by quarterly retail diesel prices, as published by the U.S. Energy Information Administration. There is no Fuel Surcharge if the Retail Diesel (per gal) is lower than \$2.50 / gal. There is a \$12.40 fee for every \$0.50 per gal change in Retail Diesel (e.g. \$2.50 to \$2.99 is a \$12.40 fee, \$3.00 to \$3.49 is a \$24.80, etc.). This fee is divided across locations and/or sub-accounts picked up same day. <p>FIREARMS AUCTION SERVICES</p> <ul style="list-style-type: none"> • No additional fees <p>VEHICLE & EQUIPMENT AUCTION SERVICES</p> <p>IN-PLACE AUCTION SERVICES</p> <ul style="list-style-type: none"> • No additional fees <p>HAUL-AWAY AND IMPOUND AUCTION SERVICES</p> <p>Towing</p> <ul style="list-style-type: none"> - Light Tow - \$10 for every 10 miles over the first 30 free miles - Medium/Heavy Tow - Billed at cost by subcontractor <p>Re-list/Re-run</p> <ul style="list-style-type: none"> - \$35.00 per additional re-list on 4th attempt onward due to any type of Client imposed bidding restriction (e.g., reserve price not met); <p>De-identification</p> <ul style="list-style-type: none"> - \$20.00 / quarter hour <p>Decal Removal</p> <ul style="list-style-type: none"> - \$20.00 / quarter hour; \$45.00 minimum charge per vehicle (\$45.00 maximum charge per vehicle for Light Duty Vehicles) <p>HAUL AWAY AUCTION SERVICES</p> <p>Storage – light and medium duty</p> <ul style="list-style-type: none"> - \$3.00 / day over 30 days past pickup date only if due to Client

		<p>imposed issue (e.g., reserve price not met or title issue); (Compared to Non-Sourcwell Member Pricing: \$5.00 / day over 30 days past pickup date)</p> <p>Storage – heavy duty - \$5.00 / day over 30 days past pickup date only if due to Client imposed issue (e.g., reserve price not met or title issue) (Compared to Non-Sourcwell Member Pricing: \$8.00 / day over 30 days past pickup date)</p> <p>IMPOUND AUCTION SERVICES Owner Storage - \$8.00 / day</p> <p>See our Pricing: PropertyRoomcom_Sourcwell_Pricing_2021.pdf - for this information as well.</p>	
58	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	We offer online auction services, and not products with products, parts, and labor, we do not have any delivery costs to the Sourcwell member. However, we do have a shipping fee for items shipped to us or a Fuel Surcharge for items that are picked up as described in question 57 above.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	As noted above, we offer online auction services, and not products with products, parts, and labor, we do not have any delivery costs to the Sourcwell member. However, we do have a shipping fee for items shipped to us or a Fuel Surcharge for items that are picked up as described in question 57 above.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	PropertyRoom.com provides multiple service solutions nationwide, but there are no products for delivery. We provide our services nationwide and work with Clients and potential Clients to find the best solution for all.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell.	<p>PropertyRoom.com maintains the account management for all Clients, even when working with a subcontractor so we can ensure complete accuracy in pricing and reporting for our Sourcwell contracts. We are the Primary and Sole Point of Contact with our Clients and control all Client payments. We internally track all Clients that have utilized Sourcwell as the contract vehicle in our Client relationship manage (CRM) database which holds all the information on each Client, and our system's processing payments based on the assigned contract.</p> <p>PropertyRoom.com's contract administrator cross references and verifies the Sourcwell Client list when preparing the quarterly sales report to Sourcwell to ensure all Clients under Sourcwell are included.</p>
63	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	We propose a 2% administrative fee, payable to Sourcwell and calculated as a percentage of the net service revenue we receive from agreements executed under the Sourcwell national contract awarded as a result of this RFP.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>PropertyRoom.com offers a variety of online auction service solutions to agencies, municipalities, and organizations nationwide to serve our Client's needs and requirements.</p> <p>Ranging from full-service pick up/haul-away, ship to us, to in-place (at your location) online auction solutions, we handle the auctioning of a variety of item types like property and evidence, vehicles and equipment, and firearms and firearm accessories.</p> <p>We aim to provide the best-in-class solutions to eliminate clutter, reduce storage and handling costs, safely and securely liquidate items, increase proceeds, and employ chain of custody practices for all our 4,100+ clients.</p> <p>VEHICLE & EQUIPMENT AUCTION SERVICES Our Vehicle & Equipment Auction Services offers flexibility in options to best suit our Client's needs. We offer a haul-away solution where we pick up the assets and store at a partner yard during the auction process, an in-place solution for larger assets that do not lend themselves to truck transport, and an impound solution where we help handle citizen returns and auction assets if needed and authorized.</p> <p>PropertyRoom.com's Haul Away Auction Services auctions surplus vehicles and other equipment in online auctions without having to store them in place, at their facilities/lot locations. The process is easy to follow and requires very little effort from the Client, with frequent auctions to clear assets quickly and efficiently. We have also partnered with Insurance Auction Auctions, IAAI, to offer a full-service solution for the public sector.</p> <p>PropertyRoom.com's In-Place Auction Services specializes in selling large pieces of property which do not lend themselves to truck transport. This service is built to auction larger surplus assets while minimizing efforts and increasing efficiency and revenue.</p> <p>PropertyRoom.com's Impound Auction Services allows Client's to store assets while they are waiting for citizen redemption. We haul away the asset and store at a secure location to free up the Client's parking lot and meet all legal requirements. We handle the asset from towing to processing citizen returns, and even auctioning the asset if necessary.</p> <p>PROPERTY & EVIDENCE AUCTION SERVICES Our Property & Evidence Auction Services is a streamlined process of auctioning seized, found, unclaimed, stolen, recovered and retired property online while maximizing sales. We handle everything from item pick up and evaluation to auctioning to post auction accountability. All a Client must do is schedule the pickup – we'll handle everything else.</p> <p>We can, and have, auction everything from diamond rings, luxury watches, designer handbags, the latest in technology, rare collectibles, valuable coins, and gold, to digital cameras and more.</p> <p>In addition to over 20 years' experience in auctioning items, we provide many value-added services at no additional cost. For example, we complete a detailed evaluation of jewelry, watches, and other high-value items including precious metals using our Niton DXL Precious Metal Analyzer machine, as well as work with third parties like the GIA and other independent specialists to authenticate identified high-value items. We also take security seriously and utilize disk erasure/destruction utilizing a DoD 5220.22-M wipe pattern used by many branches of the U.S. Government, restore to original factory settings, or other processes for electronics when appropriate.</p> <p>FIREARMS AUCTION SERVICES Our Firearms Auction Service handles the liquidation of a law enforcement or government agency's firearms, ammunition, and firearms accessories inventory by auctioning online on our partner website, eGunner.com, a secure, and leading, online firearms auction site available to bidders nationwide, 24/7/365.</p> <p>Unlike the traditional methodology of auctioning evidence/service firearms to an FFL dealer (which in turn resells to a dealer and eventually gets sold to an end-user), we auction on a retail basis, utilizing our unique FFL to FFL network to sell direct to end-users. In addition to this unique process producing higher returns than traditional methods in most cases, we offer 100% compliance with ATF, and adhere to the local/regional/state/U.S. rules and regulations regarding the purchase of a firearm, including background checks and required waiting periods.</p> <p>We even pay for the cost of getting our Client's seized/confiscated/unclaimed firearms to us for preparation of auction sale to simplify the process even further.</p> <p>We do not just provide an auction solution to our clients, but many auction solutions</p>

		in multiple industries to fulfill all the needs of our law enforcement and municipal clients. Our service offerings are vast and comprehensive so Participating Entities can work with one vendor for all auction services if that is their need. Our goal has always been to provide our clients with the best possible solution for any item they have been directed to send to auction.	
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Within this RFP category of Auction Services there are subcategories of solutions that we offer additionally:</p> <p>Haul-away Vehicle & Equipment Online Auction Services In-Place Vehicle & Equipment Online Auction Services Impound Vehicles Online Auction Services Property & Evidence Online Auction Services Firearms Online Auction Services Seized, Stolen, Abandoned & Surplus Online Auction Services</p> <p>These fall under the broader Sourcwell categories for:</p> <p>Administrative Services – Auction & Liquidation Fleet Related – Auction & Liquidation</p>	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
66	Online auction services	<input checked="" type="radio"/> Yes <input type="radio"/> No	Property & Evidence / Firearms / Vehicle & Equipment	*
67	On site live auction services	<input checked="" type="radio"/> Yes <input type="radio"/> No	Vehicle & Equipment Auctions	*
68	Live streaming auctions	<input checked="" type="radio"/> Yes <input type="radio"/> No	Vehicle & Equipment Auctions	*
69	Auction-related services	<input checked="" type="radio"/> Yes <input type="radio"/> No	Property & Evidence / Firearms / Vehicle & Equipment related services like authentication, processing, customer service, marketing, payment processing, towing, etc.	

Table 15: Industry Specific Questions

Line Item	Question	Response *	
69	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>PropertyRoom.com has directed our Sales Team to offer Sourcwell contract to all applicable prospective clients. With this directive, we expect the majority of new accounts added to our system to be under the Sourcwell contract. Our goal is 90% or greater of new clients to be under Sourcwell going forward. Our goal is 100% renewal clients to be under Sourcwell as the agreements come up for renewal in our database which is a metric we track regularly.</p> <p>We monitor the success of the Sourcwell contract by analyzing the percentage of Sourcwell Participating Entities that are Prospects and Clients, as well as the revenue generated, and number of auctions compared to non-Sourcwell contracts.</p>	*
70	Describe your roles and responsibilities for each service you are proposing.	<p>Our online auction services are designed to provide a convenient, transparent, and simple solution to law enforcement agencies, municipalities, and other organizations. PropertyRoom.com's objective is to do the heavy lifting in providing online auction services for property and evidence, vehicles and equipment, firearms and firearm accessories, and provided additional value-added benefits not found with other auction service companies.</p> <p>Under our VEHICLE & EQUIPMENT AUCTION SERVICES, we will be responsible for the below tasks to provide clients the best possible service.</p> <p>HAUL-AWAY AUCTION SERVICES</p> <ul style="list-style-type: none"> • Tow assets from your storage location • Conduct a live or live-online auction that reaches a local, national, and international audience of bidders • Handle customer support and payment collection from the winning bidder • Remit the proceeds to your preferred location based on your jurisdiction's rules and regulations • Provide a detailed audit trail to track your assets • Public inspections held off your premises - reducing liability and risk of lawsuits 	

- Facilitate title and registration transfer and pick up of asset
- Full transparency of current and historic records from manifest to purchase

IN-PLACE AUCTION SERVICES

- List your assets and apply our auction expertise to optimize proceeds
- Conduct online auctions that reach our 2.1+ million registered bidders
- Handle customer support, collect payment from the winning bidder, and coordinate asset pick up
- Remit the proceeds to your preferred location based on your jurisdiction's rules and regulations
- Provide a detailed audit trail to track your assets
- Full transparency of current and historic records from manifest to purchase

IMPOUND AUCTION SERVICES

- Tow assets from your storage location
- List your assets and apply our auction expertise to optimize proceeds
- Conduct a live or live-online auction that reaches a local, national, and international audience of bidders
- Handle customer support and payment collection from the winning bidder
- Remit the proceeds to your preferred location based on your jurisdiction's rules and regulations
- Provide a detailed audit trail to track your assets
- Public inspections held off your premises - reducing liability and risk of lawsuits
- Facilitate title and registration transfer and pick up of asset
- Full transparency of current and historic records from manifest to purchase

Under our PROPERTY & EVIDENCE AUCTION SERVICES, we will be responsible for the below tasks to provide clients the best possible service.

- Pick up items from your location and transport to one of our secure Processing Centers
- Scan everything into our system for complete chain of custody tracking
- Image, clean, sort, authenticate, and assess the item conditions
- High value items may be sent out for third party evaluation
- Reasonable repair of high-value items
- Conduct online auctions that reach our 2.1+ million registered bidders
- Handle customer support, collect the winning bidder's payment, and ship all paid items
- Provide consistent marketing support
- Remit proceeds to your preferred location
- Provide a detailed audit trail to track your items 24/7
- Additional Added Service: Return of lost/stolen items when citizens prove an item is rightfully theirs.

Under our FIREARMS AUCTION SERVICE, we will be responsible for the below tasks to provide clients the best possible service.

- Pick up items from your location and transport to one of our secure Processing Centers
- Scan everything into our system for complete chain of custody tracking
- Inspection of weapons to confirm they are legal for sale (not fully automatic, obliterated serial number, etc.)
- Image, clean, sort, authenticate, and assess the item conditions
- Destruction of weapons that are not legal for sale
- Biohazard Firearm Cleaning Service offered, which ensures the firearm is desirable/saleable.
- Conduct online auctions on partner's website, eGunner.com
- Transfer firearm to local FFL Dealer for winning bidder to pick up following all local, state, and federal regulations
- Handle customer support, collect the winning bidder's payment
- Provide consistent marketing support
- Remit proceeds to your preferred location
- Provide a detailed audit trail to track your items
- Additional Added Service: Return of lost/stolen items when citizens prove an item is rightfully theirs

71	Describe the agency's roles and responsibilities for each service you are proposing.	<p>We know that our Clients have more mission critical tasks to complete than auctioning property and evidence, vehicles and equipment, and firearms and firearm accessories. That is why we have developed online auction services where we handle the majority of the work – from our full services solutions, to listing service options.</p> <p>Under our VEHICLE & EQUIPMENT AUCTION SERVICES, agencies will be responsible for the following tasks.</p> <p>HAUL AWAY AUCTION SERVICES</p> <ul style="list-style-type: none">• Contact PropertyRoom.com Client Success Team with asset information and pickup location,• Send sale documents to designated location for auction preparation of assets <p>IN-PLACE AUCTION SERVICES</p> <ul style="list-style-type: none">• Contact PropertyRoom.com Client Success Team with 30 images and a description of your assets• Execute pick up of asset and title/registration transfer to winning bidder <p>IMPOUND AUCTION SERVICES</p> <ul style="list-style-type: none">• Contact PropertyRoom.com Client Success Team with asset information and pickup location• Send sale documents to designated location for auction preparation of assets <p>Under our PROPERTY & EVIDENCE AUCTION SERVICES, agencies will be responsible for the following tasks.</p> <ul style="list-style-type: none">• Bar code and manifest items to allow complete audit trail• Contact PropertyRoom.com Client Success Team with item information and pickup instructions• Facilitate pickup of manifested items on the designated pickup day and time <p>Under our FIREARMS AUCTION SERVICES, agencies will be responsible for the following tasks.</p> <ul style="list-style-type: none">• Bar code and manifest items to allow complete audit trail• Contact PropertyRoom.com Client Success Team with item information and pickup instructions• Facilitate pickup of manifested items on the designated pickup day and time
72	Describe your process of assessing market value of the items to be auctioned (where applicable).	<p>The nature of an auction allows the market at the time of auction to determine the market value of an item, and as we have processed and auctioned hundreds of thousands of auctions per annum, we have significant amounts of market data to support actual market values of the majority of items and item classes handled by our robust line of auction services.</p> <p>In addition, we provide value added services to optimize and assess market value of items. Not only have we acquired a significant amount of internal knowledge on the value of items that we process and auction, but we also work with third party evaluators like GIA and others for high-value items to provide trust on the quality of such items to realize the true market value.</p>

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 73. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcwell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcwell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcwell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcwell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 - c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Aaron Thompson, CEO, PropertyRoom.com, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_9_Auction_Services_RFP_012821 Sun January 24 2021 06:05 PM	<input checked="" type="checkbox"/>	3
Addendum_8_Auction_Services_RFP_012821 Thu January 14 2021 08:57 AM	<input checked="" type="checkbox"/>	1
Addendum_7_Auction_Services_RFP_012821 Fri January 8 2021 08:58 AM	<input checked="" type="checkbox"/>	1
Addendum_6_Auction_Services_RFP_012821 Wed January 6 2021 04:22 PM	<input checked="" type="checkbox"/>	1
Addendum_5_Auction_Services_RFP_012821 Wed January 6 2021 02:02 PM	<input checked="" type="checkbox"/>	1
Addendum_4_Auction_Services_RFP_012821 Wed January 6 2021 02:01 PM	<input checked="" type="checkbox"/>	1
Addendum_3_Auction_Services_RFP_012821 Tue January 5 2021 01:35 PM	<input checked="" type="checkbox"/>	1
Addendum_2_Auction_Services_RFP_012821 Mon January 4 2021 04:23 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Auction_Services_RFP_012821 Mon December 28 2020 11:21 AM	<input checked="" type="checkbox"/>	2

Sourcewell Pricing

We have a revenue share model for online auction services. We keep a commission percentage of the winning bid of an item if it sells – *No upfront costs. No listing fees. No training fees. No start-up costs. No advertising costs. No fees for value-added services. All of this is included in our simple, revenue share model.*

Online Auction Service	Sourcewell Member Discounted Pricing	Non-Sourcewell Pricing
Property & Evidence Disposition Services	50% of the first \$1,000 of the Winning Bid, and 25% of the Winning Bid portion that exceeds \$1,000. <i>This way you get to keep more of the proceeds for higher valued assets.</i>	50% of the Winning Bid
Firearms Auction Services	50% of the first \$1,000 of the Winning Bid, and 25% of the Winning Bid portion that exceeds \$1,000 for all assets. <i>This way you get to keep more of the proceeds for higher valued assets.</i>	50% of the Winning Bid
Fleet & Equipment Auction Services (Haul-Away)	12.5% of the Winning Bid	
Fleet & Equipment Auction Services (In-Place)	2.5% of the Winning Bid	5% of the Winning Bid
Fleet & Equipment Auction Services (Impound)	12.5% of the Winning Bid	

Additional Fees

Fee	Sourcewell Member Discounted Pricing	Non-Sourcewell Pricing	Property & Evidence Disposition	Firearms	Haul-Away	In Place	Impound
Payment Processing Cost ("PP Cost") <i>A portion of the fee to process payment. For example, credit card fees.</i>	3% of the Sales Price <i>(includes Winning Bid plus shipping & handling, shipping insurance and sales tax paid by a buyer)</i>		X	X	X	X	X
Shipping or Fuel Surcharge Fee <i>Small fee to get your assets to us either by shipping via common carrier or picked up by us</i>	Common Carrier Shipment: <i>Portion of the shipment cost will be deducted from Client Net Proceeds.</i> We Pick-Up: <i>Fuel surcharge, determined by quarterly retail diesel prices published by the U.S. Energy Information Administration, will be deducted from Client Net Proceeds for each picked up Manifest.</i> <i>No fee - if the Retail Diesel (per gal) is lower than \$2.50 / gal.</i> <i>\$12.40 fee - for every \$0.50 per gal change in Retail Diesel (e.g. \$2.50 to \$2.99 is a \$12.40 fee, \$3.00 to \$3.49 is a \$24.80, etc.).</i> <i>Fee is divided across locations picked up same day.</i>		X				
De-identification	\$20.00 / quarter hour				X		X
Decal Removal	\$20.00 / quarter hour; \$45.00 minimum charge per vehicle (\$45.00 maximum charge per vehicle for Light Duty Vehicles)				X		X
Re-list/Re-run	\$35.00 per additional re-list on 4 th attempt onward due to any type of Client imposed bidding restriction (e.g., reserve price not met);				X		X
Towing	Light Tow - \$10 for every 10 miles over the first 30 free miles Medium/Heavy Tow - Billed at cost by subcontractor				X		X
Storage – light & medium duty	\$3.00 / day over 30 days past pickup date only if due to Client imposed issue (e.g., reserve price not met or title issue)	\$5.00 / day over 30 days past pickup date only if due to Client imposed issue (e.g., reserve price not met or title issue)			X		
Storage – heavy duty	\$5.00 / day over 30 days past pickup date only if due to Client imposed issue (e.g., reserve price not met or title issue)	\$8.00 / day over 30 days past pickup date only if due to Client imposed issue (e.g., reserve price not met or title issue)			X		
Owner Storage	\$8.00 / day						X

City of San Antonio
Veteran-Owned Small Business Program Tracking Form

Authority. The City of San Antonio Veteran-Owned Small Business Preference Program Ordinance 2013-12-05-0864 adopted a veteran-owned small business preference program for specific contracting categories for solicitations issued after January 15, 2014.

Tracking. This solicitation is not eligible for a preference based on status as a veteran-owned small business (VOSB). Nevertheless, in order to determine whether the program can be expanded at a later date, the City tracks VOSB participation at both prime contract and subcontract levels.

Certification. The City relies on inclusion in the database of veteran-owned small businesses (VOSB) maintained by the U.S. Small Business Administration to verify VOSB status; however, veteran status may also be confirmed by certification by another public or private entity that uses similar certification procedures.

Definitions. The program uses the federal definitions of veteran and veteran-owned small business found in 38 CFR Part 74.

- The term “veteran” means a person who served on active duty with the U.S. Army, Air Force, Navy, Marine Corps, Coast Guard, for any length of time and at any place and who was discharged or released under conditions other than dishonorable. Reservists or members of the National Guard called to federal active duty or disabled from a disease or injury incurred or aggravated in line of duty or while in training status.
- A veteran-owned small business is a business that is not less than 51 percent owned by one or more veterans, or in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; the management and daily business operations of which are controlled by one or more veterans and qualifies as “small” for Federal business size stand purposes.

The program does not distinguish between a veteran and a service-disabled veteran-owned business and is not limited geographically.

COMPLETE THE FOLLOWING FORM AND SUBMIT IT WITH YOUR BID/PROPOSAL.

City of San Antonio
Veteran-Owned Small Business Program Tracking Form

SOLICITATION NAME/NUMBER: _____

Name of Respondent:		
Physical Address:		
City, State, Zip Code:		
Phone Number:		
Email Address:		
Is Respondent certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	No
If yes, provide the SBA Certification #		
If not certified by the SBA, is Respondent certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	No
If yes, provide the name of the entity who has certified Respondent as a VOSB. Include any identifying certification numbers.		
Participation Dollar Amount		

Is Respondent subcontracting with a business that is certified as a VOSB? (circle one)	Yes	No
Name of SUBCONTRACTOR Veteran-Owned Small Business:		
Physical Address:		
City, State, Zip Code:		
Phone Number:		
Email Address:		
Is SUBCONTRACTOR certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	No
If yes, provide the SBA Certification #		
If not certified by the SBA, is SUBCONTRACTOR certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	No
If yes, provide the name of the entity who has certified SUBCONTRACTOR as a VOSB. Include any identifying certification numbers.		
Participation Dollar Amount		

City of San Antonio
Veteran-Owned Small Business Program Tracking Form

ACKNOWLEDGEMENT

THE STATE OF TEXAS

I certify that my responses and the information provided on Veteran-Owned Small Business Program Tracking Form are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations on this form, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me on this Veteran-Owned Small Business Program Tracking Form may be investigated and I hereby give my full permission for any such investigation. I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected.

BIDDER/RESPONDENT'S FULL NAME:

(Print Name) Authorized Representative of Bidder/Respondent

(Signature) Authorized Representative of Bidder/Respondent

Title

Date

This Veteran-Owned Small Business Program Tracking Form must be submitted with the Bidder/Respondent's bid/proposal.