



MASTER AGREEMENT #111424
CATEGORY: Auction Services with Related Solutions
SUPPLIER: JJ Kane Associates, Inc.

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and JJ Kane Associates, Inc., 33 Inverness Center Parkway, Birmingham, AL 35242 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on January 27, 2029, unless it is cancelled or extended as defined in this Agreement.
 - a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
 - b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in (Solicitation #111424) to Participating Entities. In Scope solutions include:
 - a) Solutions for the sale and disposal of excess equipment by auction, including:
 - 1) Live on-site auctions;
 - 2) On-line auction services; and,
 - 3) Live streaming auction services.
 - b) Services related to the solutions described in subsection 1. a. above, including market value assessment, marketing, promotion, support and training, equipment appraisals, web portal and hosting, bidder registration and management, equipment transportation and preparation, financing and payment alternatives, rebate programs, post-auction settlement, auction-related storage and shipping options. Proposers may include such related services to the extent that the services are complementary to the auction solutions being proposed.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
- ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
- iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier 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 any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement 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 have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements 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.

ii) **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. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **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, 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 Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **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. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **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). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **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. Supplier 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.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers 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. Suppliers 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. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier 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.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier 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.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier 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.

- xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.
- xii) **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.
- xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.
- xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.
- xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.
- xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.
- xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
 - Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier

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 design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**

a) **During the term of this Agreement:**

i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) **Use; Quality Control.**

i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

ii) 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. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement 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 suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

- 20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.
- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement 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:
- a) **Commercial General Liability Insurance.** Supplier 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 Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. 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 provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. 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.** Supplier 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 Agreement or other insurance applicable to

the Supplier 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 Supplier or its subcontractors. Where permitted by law, Supplier 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 Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

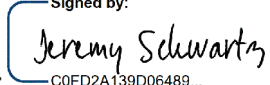
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

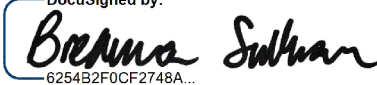
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

- 4) **Ordering Process and Payment.** Supplier’s ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier’s standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity’s unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

JJ Kane Associates, Inc.

Signed by:

 By: C0FD2A139D06489...
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 1/22/2025 | 4:41 PM CST

DocuSigned by:

 By: 6254B2F0CF2748A...
 Breanna Sullivan
 Title: Technical Sales Representative
 Date: 1/22/2025 | 11:47 AM EST

RFP 111424 - Auction Services with Related Solutions

Vendor Details

Company Name: JJ Kane Associates, Inc
Does your company conduct business under any other name? If yes, please state: JJ Kane Auctions
Address: 33 Inverness Center Parkway
Birmingham, AL 35242
Contact: Breanna Sullivan
Email: govsales@jjkane.com
Phone: 856-764-7163
Fax: 856-764-7163
HST#: 22-2948211

Submission Details

Created On: Thursday September 26, 2024 16:02:27
Submitted On: Thursday November 14, 2024 13:08:52
Submitted By: Breanna Sullivan
Email: govsales@jjkane.com
Transaction #: fc91f09e-37bc-4ffa-9034-e96255a9658e
Submitter's IP Address: 163.116.249.42

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer’s corporate organization affiliation.

Line Item	Question	Response *
1	Provide the legal name of the Proposer authorized to submit this Proposal.	J.J. Kane Associates, Inc.
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	JJ Kane Auctions; JJ Kane Auctioneers; Ken Porter Auctions; TNT Auctions; First Capitol Auction; J.J. Kane Exchange, LLC
4	Provide your CAGE code or Unique Entity Identifier (SAM):	JJ Kane Auctions is not registered with the System for Award Management, but our parent company, Altec Inc. is registered with SAM. Their registration information and other Altec divisions’ UEIs and CAGE codes are listed below. Altec, Inc. - CAGE: 9MWJ7 - UEI: MLMRMEG8KL97 Altec Industries, Inc. - CAGE: 1CER8 - UEI: PMMKCB8KX546 Altec Industries, Inc. Dixon - CAGE: 0L215 - UEI: MFSFQLLWRSR4 Altec Industries, Inc. St. Joe - CAGE: 0D0J8 - UEI: D582PM8UMV33 Altec Industries, Inc. Creedmoor - CAGE: 70B72 - UEI: S6NXK6X1SC88 Altec Industries, Inc. Mt. Airy - CAGE: 7YW93 - UEI: CRF4L1DKHL95 Altec Industries, Inc. Daleville - CAGE: 36GQ3 - UEI: H2EAK6JL3MS6 Altec Industries Inc. E'town - CAGE: 670S8 - UEI: JZRMHD2HE1M4 Altec Industries, Inc. Hi-Line - CAGE: 54308 - UEI: EMSDH5377ZD9 Altec Air, LLC - CAGE: 06178 - UEI: MUG1MN939RM7 Global Rental Co, Inc. - CAGE: 1DCN4 - UEI: JDLLUAWK4CT1 Altec World Wide - UEI: JUF5ARZL2PJ2 Altec Fenex - UEI: KB35TJV8W395
5	Provide your NAICS code applicable to Solutions proposed.	454112 - Electronic Auctions 561990 - All Other Support Services Alternative NAICS Codes: 423110 Automobile auction merchant wholesalers 425120 Automobile auction agents and brokers, wholesale trade 455219 Auctions, general merchandise (new and used), Internet retail 455219 Electronic auctions, general merchandise (new and used), retail 455219 General merchandise (new and used) auction houses 455219 Internet auctions, general merchandise (new and used), retail 459510 Auctions, general merchandise (used), Internet retail 459510 Electronic auctions, general merchandise (used), retail 459510 General merchandise (used) auction houses 459510 Internet auctions, general merchandise (used), retail 561990 Auctioneers, independent
6	Proposer Physical Address:	33 Inverness Center Parkway, Birmingham, AL 35242
7	Proposer website address (or addresses):	https://www.jjkane.com
8	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):	Breanna Sullivan / Technical Sales Representative / 33 Inverness Center Parkway, Birmingham, AL 35242 / breanna.sullivan@jjkane.com / (515) 360-2746

9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Breanna Sullivan / Technical Sales Representative / 33 Inverness Center Parkway, Birmingham, AL 35242 / breanna.sullivan@jjkane.com / (515) 360-2746	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Riley Browne / Legal and Regulatory Manager / 33 Inverness Center Parkway, Birmingham, AL 35242 / riley.browne@jjkane.com / (205) 209-5880 Jonathan Julian / National Sales Manager / 33 Inverness Center Parkway, Birmingham, AL 35242 / jonathan.julian@jjkane.com / (508) 439-7336	*

Table 2A: Financial Viability and Marketplace Success (50 Points)

Line Item	Question	Response *	
11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>JJ Kane Auctions was established in 1989 and conducts over 100 online, public, absolute auctions annually from more than 80 locations nationwide. We provide the opportunity to buy direct from fleet owners in the utility, construction, government, forestry, rental, and transportation industries. Our large and diverse auction inventory ranges from after-market heavy construction equipment, used cars and trucks, used service trucks, used pickup trucks, after-market bucket trucks, cranes, digger derricks and miscellaneous items. We offer a wide variety of services for both buyers and sellers. These include transportation, financing, cleaning, de-identification, and more. We make it easy for you to sell your equipment directly to buyers who need it.</p> <p>Altec, Inc is JJ Kane's parent company, and has been operating under the same family ownership since 1929. Altec is a leading provider of products and services to the government, electric utility, telecommunications, tree care, lights and signs, and contractor markets in more than 100 countries throughout the world. Please visit https://www.altec.com/ for more information.</p> <p>The history, tradition and culture of JJ Kane are founded on our values: Customer first Enjoyment of work Family Financial stability Integrity People are our greatest strength Quality Spiritual development Teamwork</p> <p>JJ Kane Auctions promotes an environment built on teamwork where knowledge is shared and innovative service solutions are the result. The expertise of our Team is as critical to our success as the effectiveness of our service and solutions. At JJ Kane Auctions, you can personally excel while making a difference to the company, our customers and communities.</p>	*
12	What are your company's expectations in the event of an award?	JJ Kane Auctions is honored to have served Sourcewell and its members through our Sourcewell contract #110421-ALT (with our parent company, Altec Industries) and we are excited for the opportunity to continue serving Sourcewell members with auction services. We currently have 14 Agencies utilizing our services which account for about 2% of our current government customers. If awarded this contract, we plan on transitioning our current government accounts to Sourcewell contracts when their contracts are expiring. We also expect to continue increasing our government business by offering the convenience of JJ Kane's services to more Sourcewell Agencies. JJ Kane would hope to strengthen our relationships with government business sectors with the potential of being recognized as the preferred government auction provider for Sourcewell and its members.	*
13	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. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	<p>JJ Kane is privately owned and operated and has been in business for more than 30 years. JJ Kane's parent company, Altec Industries, Inc. has been in business since 1929, 95 years. Due to being a private company, we are not able to share specific financial information. However, we understand our financial stability is a critical aspect in the decision making process for Sourcewell, so instead we have included a Comfort Letter from our Controller and a reference letter from our bank as supplementary attachments ("JJ Kane Auctions Financial Documents.zip").</p> <p>Altec and JJ Kane have been working with Wells Fargo Bank for decades and have a strong relationship with them. We hope this information will provide you with the assurance that we have the financial means to fulfill our short and long-term obligations for this contract.</p>	*
14	What is your US market share for the Solutions that you are proposing?	For customers looking to sell surplus critical fleet assets, JJ Kane holds about 35% of the market share in the auction industry. Over the past three years, about 93% of our buyers resided in the United States. The other percentage of buyers come from 35+ different countries, mostly come from Canada, Mexico, and Switzerland.	*

15	What is your Canadian market share for the Solutions that you are proposing?	Over the past three years, about 1% of JJ Kane's buyers were from Canada.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	None	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). 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? 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>JJ Kane Auctions is owned and operated by Altec Inc. JJ Kane Auctions is a nationwide service provider that conducts absolute, public auctions across the U.S. offering you the chance to buy direct from fleet owners! Auctions include used heavy construction equipment, used cars & trucks, used service trucks, used pickup trucks, used bucket trucks, cranes and digger derricks plus many other equipment-types. We serve the utility, construction, government, forestry, rental, transportation and general fleet industries. We offer buyers the ability to buy direct from owners, plus transportation services, financing and more. Customers can choose from a full range of services including cleaning, transportation, de-identification, and more.</p> <p>JJ Kane Auctions is best described as a service provider. All members of our sales and service force are JJ Kane employees. We do not utilize dealer networks. All business activities are handled by JJ Kane employees to ensure our auctions run smoothly. Some JJ Kane teams are situated at a corporate level and help with nationwide processes such as HR, Legal, Accounting, Titring, and Marketing. Most customer facing positions are situated at a regional level. Every participating Sourcwell Agency will have a regional team to ensure all auction activities run smoothly. This team consists of Customer Service Representatives, Operations Team Members, Auction Sales Coordinators, and Account Managers.</p>	*
18	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>JJ Kane follows all state and federal guidelines pertaining to auction licenses, permits, zoning, insurance, OSHA, EPA, and business licenses to conduct auction sales throughout the United States. We maintain all applicable licenses to maintain compliance. Copies available upon request. JJ Kane is a member of the following associations:</p> <ul style="list-style-type: none"> • National Auctioneer Association (NAA) • Power Contractor Communication Association (PCCA) • Electric Utility Fleet Managers Conference (EUFMC) • Investment Recovery Association (IRA) • International Society of Arboriculture (ISA) • Tree Care Industry Association (TCIA) • American Rental Association (ARA) • National Fleet Management Association (NAFA) • National Rural Electric Cooperative Association (NRECA) 	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	JJ Kane has zero suspension and zero debarment during the past seven years.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	<p>JJ Kane was recognized with the following industry awards over the past five years:</p> <ul style="list-style-type: none"> • 2023 Element Financial Remarketing Vendor of the Year • 2022 Remarketing by Element, National Truck Sales Award • 2024 Employers Best for Vets by Militarytimes.com (through our parent company, Altec) <p>Additionally, JJ Kane has been recognized by our parent company, Altec with the following awards:</p> <ul style="list-style-type: none"> • 2020 Altec President's Award for Customer Satisfaction • 2021 Altec Corporate Safety Excellence Award • 2022 Altec President's Award for Business Impact • 2023 Altec President's Award for Teamwork • 2024 Altec Corporate Safety Excellence Award 	*
21	What percentage of your sales are to the governmental sector in the past three years?	Over the past three years, government sales accounted for about 13% of JJ Kane's business. During this same period our annual percentage growth rate in government sales was 32% due to an increased focus on government business and acquisitions that specialize in Government sales.	*
22	What percentage of your sales are to the education sector in the past three years?	The education sector falls within our "government sales" listed in question 21. About 1% of the sales in our government category are within the education sector.	*

23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	<p>Cooperatives:</p> <ul style="list-style-type: none"> • Sourcewell, contract # 110421-ALT through our parent company Altec Industries - \$3.3 million (2023); \$4.2 million (YTD 2024) • NCPA-An OMNIA Partners Company, contract # 02-129 under Lead Agency Region 14 - \$350,000 (2022); 1.5 million (2023); 2.4 million (YTD 2024) • NASPO ValuePoint, vendor # 0000144443, Master Agreement # 20-00000-22-00051AA - \$0 • BuyBoard awarded vendor, contract #708-23 - \$0 <p>State Contracts:</p> <ul style="list-style-type: none"> • State of Nevada - \$6.6 million (YTD 2024) • State of Utah - \$3.1 million (2023); \$4.9 million (YTD 2024) • State of New Mexico - \$0
24	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?	JJ Kane Auctions does not currently hold any GSA contracts or Standing Offers and Supply Arrangements (SOSA). However, our parent company, Altec, does hold the following GSA contracts: GSA Contract GS-30F-026GA, over \$5MM annually. Altec also holds two DLA contracts with similar combined volume.

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
City of Atlanta	Calvin Smith	(770) 864-6057
City of Los Angeles	Jeff Mowrey	(213) 473-8200
Los Angeles Department of Water and Power	Michael Brennan	(818) 771-3605
New York Power Authority	Bruce Shoener	(315) 792-8576
CPS Energy / City of San Antonio	Martha Hernandez	(210) 353-3712

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company’s capability to meet the needs of Sourcewell 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 *
26	Sales force.	JJ Kane employees over 60 account managers within our sales force. The account managers are strategically located to provide services across the United States. Their territories are established based on concentration of customers. Each account manager is a resident within in their respective territory. Our account managers spend 100% of their time communicating, consulting and managing customer’s needs. The services represented in this RFP are core to our customers and industry, thus allowing our account managers to provide expert knowledge to Sourcewell members of their benefits and usage. All account managers are full time JJ Kane employees. Account managers are our first line of support to our Sellers. They are available to answer any questions our customers may have, assist with Buyer communications, conduct trainings on how to use JJ Kane’s Seller Portal, ensure the auction process runs smoothly, and more. Please see attached regional sales map ("JJ Kane Auctions Sales Territories.pdf") for a breakdown of our sales team.
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	JJ Kane does not utilize a dealer network.
28	Service force.	Other than the account managers listed above, JJ Kane employs 100+ full time associates focused on providing exceptional customer service. Some of these teams are situated at a corporate level and help with nationwide processes such as HR, Legal, Accounting, Titling, and Marketing. Most customer facing positions are situated at a regional level. Every region has Customer Service Representatives, Operations Team Members, Auction Sales Coordinators, and Account Managers to ensure pre and post auction processes run smoothly. Sourcewell members will interact with a full-time JJ Kane employee upon each contact.

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>All auction service orders from Agencies will be handled by full time JJ Kane employees.</p> <p>For new JJ Kane customers, a local Account Manager would meet with the Sourcwell Agency to discuss their needs, expectations, and requirements for auction. Once the Agency sets up their account with JJ Kane and the relationship is established, the Agency can utilize JJ Kane's auction services at any time. To start an "order," the Agency simply informs their JJ Kane Account Manager by email or phone that surplus items are ready for auction. JJ Kane will then start the auction process.</p>	*
30	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>Account managers are our first line of support to the Agencies and will be available via their cell phones and email whenever needed. They are available to answer any questions our customers may have, assist with Buyer communications, conduct trainings on how to use JJ Kane's Seller Portal, ensure the auction process runs smoothly, and more.</p> <p>In addition to the Account Manager's support of the contract, JJ Kane has a numerous cast of team members that work behind the scenes to ensure each auction runs smoothly and JJ Kane Auctions continues to provide superior auction services. Our Operations Team and Auction Sales Coordinators assist locally and our corporate teams handle all titling work, payouts, and marketing of auctions.</p> <p>Finally, the most successful businesses understand the importance of great customer experiences. At JJ Kane we believe that every great customer relationship stems from a seamless customer experience.</p> <ul style="list-style-type: none"> • Our in-person Customer Support Center is staffed Monday – Friday, 6:30 AM to 7:00 PM CST for consultation via phone (856-764-7163) and to reply to emails (contacts@jjkane.com). Our contact us page on our website https://www.jjkane.com/contact-us/ has an interactive form where information can be entered and submitted for follow-up from a dedicated Customer Service Representative. • We utilize the Ring Central program (Voice Over IP - VOIP) where you don't need a phone line, just internet. This has enabled us to create a better customer service experience by reducing missed calls, reducing wait times, avoiding excessive transfers, and having one person to be able to assist with all customer needs. • All calls and web forms automatically create a helpdesk ticket in our industry leading Zendesk helpdesk system. Our Zendesk helpdesk ensures customers reach the appropriate Customer Support Representative quickly. Each Customer Support Representative is an employee of JJ Kane. <ul style="list-style-type: none"> --When a customer contacts us with the form on our website, calls our team, or emails us, a ticket is automatically created. --Customer receives an email saying ticket has been created by JJ Kane and Zendesk. --Our team can then forward the question to the Seller if necessary and await the reply before responding to the customer. --This formal tracking allows our Customer Support Representative to keep all correspondence in one thread to help customer as efficiently as possible. • We use a closed loop ticket system assures that ensures all questions are answered. If an issue arises, our goal is to make decisions and follow up within 24 hours on issues that need to be escalated above our customer service representatives. 	*
31	Describe your ability and willingness to provide your products and services to Sourcwell participating entities.	JJ Kane can provide your United States customers with excellent service, no matter where they are located in the United States. We have established services in all states and are prepared to offer auction services to Sourcwell participating entities as soon as any award is finalized.	*
32	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	The Canadian market is an area JJ Kane is frequently evaluating. At this time, JJ Kane would not be able to provide full services in Canada like we can in the United States. Canadian participating entities would need to bring their assets into the United States in order to consign with JJ Kane. Our parent company, Altec, is well established in the Canadian market, so should the right opportunity present itself, JJ Kane would be well equipped to handle Canadian auction operations.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	As stated in Number 32, JJ Kane can not currently provide full services to Canada unless they bring their equipment the United States. We can provide auction services in all areas of the United States. Tier 1 and Tier 2 auction services (a self-service auction model described in detail in Question 75) are available everywhere. In Alaska, Tier 3 auction services are not available. Instead, Alaskan customers would utilize Tier 1 or 2 which is a self-service auction model where the seller uses JJ Kane's exclusive Customer Portal to create listings in a step-by-step process. The application guides users through what is required during every step.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	There are no restrictions with JJ Kane's service for Hawaii. Tier 1 and Tier 2 auction services (a self-service auction model described in detail in Question 75) are available everywhere. In Alaska and US Territories, Tier 3 auction services are not available. Instead, these Agencies would utilize Tier 1 or 2 which is a self-service auction model where the seller uses JJ Kane's exclusive Customer Portal to create listings in a step-by-step process. The application guides users through what is required during every step.	*

35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no restrictions with JJ Kane's service for Hawaii. Tier 1 and Tier 2 auction services (a self-service auction model described in detail in Question 75) are available everywhere. In Alaska and US Territories, Tier 3 auction services are not available. Instead, these Agencies would utilize Tier 1 or 2 which is a self-service auction model where the seller uses JJ Kane's exclusive Customer Portal to create listings in a step-by-step process. The application guides users through what is required during every step.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, JJ Kane would be more than happy to extend the terms of any awarded master agreement to nonprofit entities.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Our current marketing strategy with Sourcwell contract #110421-ALT has proven to be effective, with year over year sales growth of 42% since 2023. Should we be fortunate enough to be awarded a contract for auction services in response to this RFP, we will proudly announce the award publicly through our multiple customer-facing touchpoints which may include:</p> <ul style="list-style-type: none"> • Press Release announcing new Sourcwell award • Promotion by JJ Kane's 60+ field-based account managers • Announcement of new contract on our social media channels (Facebook: 399,000+ followers, Instagram: 9,000+ followers, and LinkedIn: 2,000+ followers) • Update Sourcwell information and feature new contract on our governmental focused website: https://www.jjkane.com/government-auctions/ • Prominently display Sourcwell Flag at tradeshow where government customers are likely to attend. We frequently sponsor tradeshow and in the past year, we have attended 140+ national, regional, and local tradeshow. • Updated sales literature with the new contract information. <p>Some examples of current marketing strategies to be updated are included as attached documents ("JJ Kane Auctions Marketing Materials.zip").</p> <p>Additionally, we plan to reach out to our 750+ government customers educate them on benefit of utilizing a Sourcwell Contract with JJ Kane to satisfy their bid process when their current contract expires.</p> <p>Our JJ Kane sales force is trained in the benefits and particulars of using a Sourcwell contract with government customers and will continue to offer this as a first option when approaching prospective customers. We have an extensive internal database with useful documents to assist the sales team with presenting cooperative purchasing to our customers. We also review Sourcwell best practices during our monthly regional sales calls and we assess new Sourcwell accounts and potential accounts on a quarterly basis. Additionally, our Sales Team will promote our Sourcwell contract at the 140+ national, regional, and local tradeshow we attend yearly.</p> <p>Finally, we will harness our relationship with Altec and their vast customer base to market JJ Kane's Sourcwell contract. When we sell a new Altec product to a government customer (often through the Sourcwell contract), our Altec sales team will encourage their customers to utilize JJ Kane's Sourcwell contract to consign their surplus fleet and utility vehicles. Altec and JJ Kane often work together at trade shows; if JJ Kane is not in attendance, the Altec Sales Team is well versed in JJ Kane and Sourcwell to communicate benefits with customers. This synergy between our companies will help bolster our sales with the Sourcwell contract.</p>	*

<p>38</p>	<p>Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.</p>	<p>JJ Kane provides a modern marketing strategy for each specific auction, based on the inventory and location of the assets. Digital advertising is a core component. Our Team is certified by Google in Google Analytics to help ensure we are effective at conducting, monitoring, and evaluating our digital advertising campaigns. We also focus on identifying new and emerging online advertising channels and techniques, so we remain on the cutting edge of modern marketing. JJ Kane's national buyer database continues to expand after nearly three decades. We provide our sellers access to a large pool of buyers, from coast to coast, and we constantly improve our ability to connect our sellers with more new buyers. Facets of overall advertising include:</p> <ul style="list-style-type: none"> • Digital advertising. One of the most important efforts we leverage is listing all auction inventory on our own website as well as many other third-party sites. Auction inventory appears across a wide range of used vehicle and equipment websites such as: <ul style="list-style-type: none"> --Commercial Truck Trader --Construction Equipment Guide --Equipment Trader Online --Machinio --Feature equipment in monthly Construction Equipment Guide newsletter --My Little Salesman --Proxibid --Rock & Dirt --Feature equipment on our website home page • SEM (Search Engine Marketing) is a pay-per-click format, (ex. Google AdWords) where specific assets (ex. Used Bucket Truck for Sale) and combinations of words work to attract buyers to find JJ Kane sales via web searches. • SEO (Search Engine Optimization) is where a website's content is presented in a way to organically improve search results. JJ Kane auctions frequently appear in results when internet shoppers use search engines looking for items similar to those being sold in nearby JJ Kane auctions. • Email / MMS (Multimedia Messaging Service) marketing is strategically employed to connect specific groups of buyers with items relevant to their needs. We communicate with our database of over 100,000 opted-in contacts through promotional emails. Segmented emails promote inventory-specific assets to past consumers, utility equipment buyers, and to buyers of construction & specialty equipment. Sending tailored content to our audience has resulted in increased attendance and repeat business. We show buyers the precise kinds of inventory that interests them. Our emails are mobile-responsive, which means they look great on both desktop computers as well as mobile devices. <ul style="list-style-type: none"> --Auction Preview: sent one week or up to 10 days prior to auction close date. --Auction Reminder: sent one day prior to auction close date. --Promotional emails are personalized using dynamic content based on industry. --We send out weekly MMS messages to promote upcoming auctions. --MMS messages are personalized using dynamic content based on industry. • Social Media (Facebook, LinkedIn, Instagram, and YouTube) is a critical marketing and communication tool. JJ Kane aggressively leverages these channels to connect with buyers who want what our consignors sell. We run Facebook and Instagram advertisements before every auction using look-a-like audiences based on the top 1% of website traffic and previous ad clicks. We also feature products and auctions in our daily organic social media posts. We value and emphasize our Social Media presence. • Custom Landing Page. We can create a custom landing page to host only the Sourcewell Participating Agency's items. This landing page can be shared on your website and social media channels (Facebook, Instagram, LinkedIn, Twitter) for extra promotion of your items to potential buyers. Example of a seller-specific landing page: https://www.jjkane.com/promotions/asplundh-surplus-equipment-vehicle-auction/. <p>Rest assured that no marketing costs are passed onto Sourcewell or the Participating Agency. JJ Kane allocates a significant portion of the yearly budget to marketing efforts listed above. This budget is determined based on industry standards and is in line with companies of our revenue and product offering size. The marketing budget is leveraged to support the most effective tactics and channels available to us and is regularly reviewed to ensure consistent ROI.</p>
<p>39</p>	<p>In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?</p>	<p>In our experience with Altec Industries and Global Rental Sourcewell contracts, it is clear that Sourcewell provides numerous opportunities for promotion of our products via their own web traffic, trade show attendance, and printed marketing materials. We appreciate this level of support and hope it will continue with this RFP for auction equipment. Our Sourcewell contract is integrated into our sales process as the preferred method of using Cooperative Purchasing. If a Participating Agency is agreeable to Cooperative Purchasing and eligible for Sourcewell, our sales team initiates the conversation.</p>

40	Are your Solutions 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 a service provider, we do not have an e-procurement ordering process, but we do have a few online services available to customers. For potential interested customers, we have a Contact us page (https://www.jjkane.com/contact-us/) that will put them in contact with a local Account Manager that would meet with the Sourcewell Agency to discuss their needs, expectations, and requirements for auction. Once the Agency sets up their account with JJ Kane and the relationship is established, the Agency can utilize JJ Kane's auction services at any time. To start an "order," the Agency simply informs their JJ Kane Account Manager by email or phone that surplus items are ready for auction. JJ Kane will then start the auction process.</p> <p>Additionally, JJ Kane's exclusive Customer Portal is a gateway into the visibility of all assets that individual consignors will have moving through the auction process. It provides the Sourcewell Participating Agencies with a dashboard showing an overview of items, as well as details about how many items are upcoming for sale, historical data of sales and upcoming auctions in which consignors participate. With JJ Kane's Customer Portal, detailed data of the Agency's items are at their fingertips. JJ Kane's Customer Portal also allows the Agency to take a self-service approach to list their auction items. Customers can create their own auction listings. The application guides users through a user friendly step-by-step process to "submit an item" for auction.</p>
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Table 5A: Value-Added Attributes (100 Points)

Line Item	Question	Response *
41	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>JJ Kane's nationwide dedicated sales team will provide individualized training to all end users as needed. We will train and teach customers how to utilize our Customer Portal to upload photos and descriptions (if using our self-service model), track auction results, and download reports. Our goal is for our customer experience to be world class, so we will ensure our customers are comfortable using the system as often as necessary. Our nationwide network will facilitate ease of on-site training and/or seminars for entities across the country. Our customer portal training team can be reached via jjkane.portal@jjkane.com. There is no cost to the Agency for these training services.</p> <p>Additionally, our nationwide Account Managers are available to provide in-person trainings and answer any questions the Agency may have. JJ Kane employees over 60 account managers within our sales force. The account managers are strategically located to provide services across the United States. Their territories are established based on concentration of customers. Each account manager is a resident within in their respective territory. Our account managers spend 100% of their time communicating, consulting and managing customer's needs.</p>
42	Describe any technological advances that your proposed Solutions offer.	<p>JJ Kane's exclusive Seller Customer Portal provides a gateway into the visibility of all assets that individual consignors will have moving through the auction process. It provides the Sourcewell Participating Agencies with a dashboard showing an overview of items, as well as details about how many items are upcoming for sale, historical data of sales and upcoming auctions that consignors are participating in. With JJ Kane's Customer Portal, detailed data of the Agency's items are at their fingertips. JJ Kane's Customer Portal also allows the Agency to take a self-service approach to list their auction items. Customers can create their own auction listings. The application guides users through a user friendly step-by-step process to "submit an item" for auction.</p> <p>In addition to the Seller Customer Portal, there is also a buyer facing version of the application. In the Buyer Customer Portal, customers have access to all invoices and purchase history.</p>

43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>JJ Kane sells Electric and Hybrid vehicles to the secondary markets across the country for many investor owned utilities and power providers. At most JJ Kane locations, we have the ability to charge electric and hybrid vehicles.</p> <p>Our parent company, Altec, is the industry leader for sustainability efforts and is dedicated to listening and creating solutions. As a result, we acknowledge the tremendous challenges and opportunities our customers face and aspire to responsibly care for the environment and the communities in which we operate. Altec's allegiance is evident in the development of numerous sustainability initiatives:</p> <ul style="list-style-type: none"> • The Industry's First Green-Focused Facility: Located in Dixon, CA, Altec products are manufactured in a plant that features state-of-the-art sustainable construction that exceeds Title 24 energy and lighting codes. • Facilities and Processes: Each Altec facility has established procedures and environmental management programs and actively engages in recycling steel, copper and aluminum, as well as consumer recyclables. The installation of powder coat and e-coat paint systems has substantially reduced solid waste volume and air emissions. All facilities in the corporation, including auction yards and service centers, have converted to energy efficient LED lighting. All new construction is reviewed and where applicable, energy efficiency products / construction are included (i.e., LED lighting, high efficiency gas burners, Energy Star appliances, motion activated lighting , etc.). • Usage Tracking: Each location tracks and internally reports water usage, waste disposal, and energy usage. These numbers are then reported to CDP and other sustainability reporting mechanisms as customers require. These metrics allow us to target facilities with higher than normal usage/disposal for improvement. Our St. Joseph, MO facility has installed solar energy on three of the buildings on campus. • Altec EcoEasy Common Sustainability Goals: Green purchasing policies using Best-Value approach utilizing Staples' environmental office products and supplies has been implemented Corporate wide. • Meeting Customer Needs: Our Green Fleet product line decreases fuel consumption and greenhouse gas emissions, while lowering noise pollution. In partnership with the Department of Energy, Electric Partners Research Institute, CALSTART Hybrid Truck Users Forum and others, we offer a range of hybrid/electric and job-site energy management systems, along with recycled lightweight materials and alternative fuels. <p>Finally, in general, auctions offer a proactive way to promote sustainability simply because they prevent items from being thrown away. Furthermore, JJ Kane's online auctions option reduces emissions by conducting the auctions virtually and not in-person. We also maximize the number of items on every transport truck to reduce trips on the road and our carbon footprint.</p>
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>JJ Kane is a service provider company and does not manufacturer, design or build new products. However, we are owned by Altec Industries who does manufacturer products that qualify for the California Air Resource Board's Hybrid and Zero Emissions Truck and Bus Voucher Incentive Project (HVIP). This program was created to accelerate the adoption of cleaner, more efficient trucks and buses. JJ Kane does sell Hybrid and Electric vehicles to the secondary markets in addition to selling used HVIP vehicles when they are replaced new by Altec.</p> <p>Additionally, Altec's Burnsville Body Plant has received multiple sustainability awards from ICE Recycling, who we partnered with to implement their recycling program.</p>
45	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	<p>Because JJ Kane is owned by Altec, we can provide additional support and purchasing power within Altec's suite of services including new Altec New Equipment (aerials, derricks, cranes, etc.), Equipment training, Parts, Service, Rentals, and Financing. JJ Kane offers alternative payout options to our customers. In addition to receiving payment after auction, customers may alternatively choose to place their auction proceeds into either an escrow account or use with our Trade-In Auction Program (TAP). The escrow account can be used to purchase any Altec products or services including parts, rentals, equipment trainings, and maintenance/mechanical services. TAP provides trade-in value for new Altec equipment when customers consign similar type equipment with JJ Kane.</p> <p>As an Altec Company, JJ Kane is specifically tailored to support the fleet disposal needs of the largest fleets nationwide. We have a very strong network of buyers and sellers who appreciate the service we provide and the integrity we bring to the table. Maximum return value is achieved by attracting the right buyers in need of the type of equipment you are selling.</p>

46	Describe your role and responsibilities for each service you are proposing.	<p>JJ Kane offers a customized auction solution to fit each Agency's needs and requirements. Our nationwide account managers, operations teams, and corporate support teams can handle every aspect of the auction process from start to finish. Our customers love the ease of utilizing our services; if desired, they can simply tell us an item is ready for auction, give us the keys and title, and we will pay them once the item is sold. All the following can be managed by JJ Kane and is included as part of our standard auction services:</p> <ul style="list-style-type: none"> • Provide a robust and secure online auction platform • Dedicated account manager(s) to manage all aspects of auction available 24/7 • Coordinate transportation of surplus items to auction site • Secure and fully insured storage of surplus vehicles and equipment • Photograph, inspect, and catalog auction items (at JJ Kane auction site or customer's location) • Upload photos and descriptions to our online auction platform • Strategic marketing of your consignment items • Allow potential bidders to inspect auction items prior to and during online auction • Answer potential bidder inquiries • Handle title transfers to winning bidders • Schedule winning bidder pick-ups • Recordkeeping and reporting tools • Payment collection from winning bidders • Payment to Agency • Training (for buyers and sellers) • In-house customer support to answer any questions available M-F, 5:30 AM to 6:00 PM (CST) • Seller's portal (for sellers view upcoming and historical sales data) • Buyer's Portal (for buyers to view their purchase history and invoices)
47	Describe the agency's role and responsibilities for each service you are proposing.	<p>The agency will be requested to submit a list of items that they intend to send for auction. Titles for any vehicles should also be submitted at this time. The agency also will have their own option to de-identify and deliver items for auction.</p> <p>If the Agency wishes to sell items from their own properties, the Agency staff will need to allow winning bidders onsite after auction to pick up purchases. JJ Kane can help coordinate pick-ups based on the Agency's availability. We work the Buyers to ensure they have all equipment and personnel necessary to pick-up their items regardless of condition. All Purchaser's invoices include instructions on picking-up items which will get labeled as "Paid-in-Full" once payment is received and processed.</p>
48	Describe your process for assessing market value of the items to be auctioned (where applicable).	<p>To assist our Seller's in assessing the market value of their items, JJ Kane can provide estimated values of auction items. These estimates are based off years of experience in the auction industry, current market trends, and past sales history. JJ Kane does not charge any additional fees for appraising items.</p>
49	Describe your post-auction settlement process and any other special services offered (shipping, storage, etc.).	<p>After auction, payments from Winning Bidder must be made electronically via credit card / p-card & wire transfers or by check. All major credit cards are accepted, up to a \$10,000 maximum charge per customer per sale; payments over \$10,000 will incur a 2.95% processing fee. Altec, Inc / JJ Kane are certified to be in compliance with Payment Card Industry (PCI) Data Security Standard (DSS). We achieved this certification in 2016. Our online payment system uses iframes to a PCI-certified payment processor. Neither JJ Kane nor Altec ever stores credit card information. Our online auction platform, Proxibid's integrated payments system (APN), was developed specifically for Proxibid sellers and is designed to keep payment information secure. Proxibid is one of the only providers that does not share financial information with merchants directly. All cardholder information is protected using firewalls, encrypted transmission of data and vulnerability management. Please visit https://discover.proxibid.com/ for more information.</p> <p>An alternative payment option available to bidders is our financing option listed on our website Our goal is to make the bidding and purchasing process as easy as possible and attract the largest number of bidders possible. Please visit https://www.jjkane.com/info/financing-your-purchases/ for more information.</p> <p>Within 14 business days following close of auction, JJ Kane will remit to the Seller the net proceeds from Auction Items sold at auction, less Auctioneer's applicable commission, together with a written report listing all Auction Items sold by Auctioneer and proof of payment for expenses. Payment shall be made by Auctioneer via electronic transfer or by a check made payable to Seller. Payments may be made to multiple accounts as needed.</p>

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
50	Select 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 and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	Although JJ Kane Auctions does not have any of the certifications in this section, we are a diverse organization. JJ Kane and our parent company, Altec, recognize that a diverse and talented workforce is a key competitive advantage. Our business success is reflected in the quality and skill of our people. Inclusion means understanding, valuing, and respecting workplace diversity, so that no associate is excluded from the workplace nor the opportunity to develop skills and talents consistent with our values and business objectives. Altec Industries, Inc. and its affiliates are equal opportunity employers and maintain affirmative action plans to recruit, retain, develop, and promote qualified individuals without unlawful consideration of race, gender, color, religion, sexual orientation, national origin, age, disability, citizenship status, veteran status, or any other characteristic protected by federal, state, or local law. JJ Kane/Altec is a national corporate member of the Women's Business Enterprise National Council and we partner with many local MBE, SBE, etc. businesses for painting, decommissioning and washing, non-mechanical repairs, transportation services, and more.
51		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	We partner with many local MBE, SBE, etc. businesses for painting, decommissioning and washing, non-mechanical repairs, transportation services, and more.
52		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	We partner with many local MBE, SBE, etc. businesses for painting, decommissioning and washing, non-mechanical repairs, transportation services, and more.
53		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	We partner with many local MBE, SBE, etc. businesses for painting, decommissioning and washing, non-mechanical repairs, transportation services, and more.
54		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	We partner with many local MBE, SBE, etc. businesses for painting, decommissioning and washing, non-mechanical repairs, transportation services, and more.
55		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	We partner with many local MBE, SBE, etc. businesses for painting, decommissioning and washing, non-mechanical repairs, transportation services, and more.
56		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	We partner with many local MBE, SBE, etc. businesses for painting, decommissioning and washing, non-mechanical repairs, transportation services, and more.
57		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	We partner with many local MBE, SBE, etc. businesses for painting, decommissioning and washing, non-mechanical repairs, transportation services, and more.
58		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	We partner with many local MBE, SBE, etc. businesses for painting, decommissioning and washing, non-mechanical repairs, transportation services, and more.

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
59	Describe your payment terms and accepted payment methods.	Within 14 business days following close of auction, JJ Kane will remit to the Seller the net proceeds from Auction Items sold at auction, less Auctioneer's applicable commission, together with a written report listing all Auction Items sold by Auctioneer and proof of payment for expenses. Depending on Seller preference, payment can be made by Auctioneer via electronic transfer or by a check made payable to Seller. Payments may be made to multiple accounts as needed.

60	Describe any leasing or financing options available for use by educational or governmental entities.	JJ Kane has partnered with Altec Capital to provide financing to auction buyers. Our goal is to make the bidding and purchasing process as easy as possible and attract the largest number of bidders possible. Please visit https://www.jjkane.com/info/financing-your-purchases/ for more information.	*
61	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	We will have all new customer Agencies review and sign a "Seller's Agreement" to set up service with JJ Kane. Please see the attached for an example of JJ Kane's standard Seller's Agreement: "JJ Kane Auctions Seller Agreement - Sourcwell Participating Agency.pdf"	*
62	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?	JJ Kane would accept P-card transactions which would follow our credit card procedures. All cards are accepted up to a \$10,000 maximum charge per customer per sale with no service fee; payments over \$10,000 will incur a 2.95% processing fee.	*
63	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell 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>JJ Kane's pricing structure is set up so there are no upfront costs to the Agency. Instead, we keep a commission percentage if any item sells. In the unlikely situation where an item doesn't sell in auction, JJ Kane will place it in the next auction for no additional fees.</p> <p>We do not charge any listing fees or any additional fees for taking photographs and videos, inspect items, create item descriptions, marketing, or training.</p> <p>We utilize a simple pricing model for all Tiers of Auction Services.</p> <ul style="list-style-type: none"> • Auction Commission Fee to Seller for Vehicle & Heavy Equipment Items: Standard Pricing = 7%; Sourcwell Pricing = 5% • Auction Commission Fee to Seller for Palletized & Miscellaneous Items: Standard Pricing = Up to 25%; Sourcwell Pricing = Up to 20% **Note: Additional fees for palletized and miscellaneous items are charged on a customer-by-customer basis depending on types and quantity of items. • Buyer Premium Fee (Paid by Buyer): Standard and Sourcwell Pricing = 10%-15% depending on state/location • Online Auction Fee to Auction Marketplace (Paid by Buyer): Standard and Sourcwell Pricing = 2% 	*
64	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.	There is no more aggressive pricing available in the country for cooperative procurement organizations, state purchasing departments, GPOs, municipalities, universities, or school districts. The pricing offered to Sourcwell members is a discount off MSRP. The discounted rate is 28.5% for vehicle and heavy equipment stock auction fees and 20% off for palletized and miscellaneous fees (if applicable).	*
65	Describe any quantity or volume discounts or rebate programs that you offer.	Depending on Sourcwell member type and quantity of auction items, JJ Kane may be able to offer additional savings from our already discounted Seller's Fee.	*
66	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". 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.	JJ Kane can provide transportation (from Seller's location to a JJ Kane auction yard) and minor repair services for any equipment or vehicle assets that JJ Kane handles for auction. Our team works with an extensive vendor network of transportation providers and competitively bids all transport to provide the best rates to our sellers. Repairs, such as replacing a headlight bulb or battery, are always pre-authorized by the seller and only recommended if we believe it will increase the auction value of the item. All services will be quoted on a customer-by-customer basis. JJ Kane does not submit separate invoices for these services; instead, all fees will be deducted from auction payout to the Seller.	*
67	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>JJ Kane can also offer value-added services such as washing and cleaning of equipment plus decal removal to de-identify seller's used assets. The price range of these services will depend on geographic area, amount of work requested, and volume of assets sold. All services will be quoted on a customer-by-customer basis. JJ Kane does not submit separate invoices for these services; instead, all fees will be deducted from auction payout to the Seller.</p> <p>Processing fees are charged to winning bidder based on whether the item is titled or based on the sale price of each item: \$125 for titled items; \$10 non titled \$499 and below; or \$50 non titled \$500 and above.</p>	*

68	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>JJ Kane can provide transportation from Agency's location to a JJ Kane auction yard. Our team works with an extensive vendor network of transportation providers and competitively bids all transport to provide the best rates to our sellers. Transportation services will be quoted on a customer-by-customer basis. JJ Kane does not submit separate invoices for these services; instead, all fees will be deducted from auction payout to the Seller.</p> <p>JJ Kane Buyers are normally responsible for arranging transportation once equipment is purchased from our auctions. JJ Kane can provide a list of approved haulers for estimated quotes.</p>	*
69	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	JJ Kane Buyers are normally responsible for arranging transportation once equipment is purchased from our auctions. JJ Kane can provide a list of approved haulers for estimated quotes.	*
70	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>JJ Kane understands many customers do not have space to store vehicles and other large equipment once they have been deemed ready for sale; therefore, we offer the option to move these items to one of our 80+ JJ Kane facilities.</p> <p>JJ Kane can provide transportation from Agency's location to a JJ Kane facility. Our team works with an extensive vendor network of transportation providers and competitively bids all transport to provide the best rates to our sellers. Transportation services will be quoted on a customer-by-customer basis. JJ Kane does not submit separate invoices for these services; instead, all fees will be deducted from auction payout to the Seller.</p>	*
71	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing.	JJ Kane would continue to track sales as we currently do under our contract with our parent company, Altec. As Agencies sign up to sell with JJ Kane via a Sourcwell contract, we will flag them in our system to track all sales. Our contract manager will track, verify, and audit all Sourcwell sales each month to provide accurate sales data to Sourcwell.	*
72	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	<p>JJ Kane plans to use a few key internal performance metrics to track our success with our Sourcwell Contract:</p> <ol style="list-style-type: none"> 1.) Quarterly progress on new customer growth using the Sourcwell contract. 2.) Sales revenue we are receiving from Sourcwell Participating Agency contracts. 3.) Number of existing account assimilation into Sourcwell contracts. 4.) Throughput metrics from time JJ Kane receives surplus item from Agency to payout to Agency <p>We have grown all these metrics over the past year under our parent company, Altec's contract and hope to be given the opportunity to continue doing so.</p>	*
73	Provide a proposed Administration Fee payable to Sourcwell. The Fee is in consideration for the support and services provided by Sourcwell. The propose an Administrative Fee will be payable to Sourcwell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	JJ Kane proposes a 2% administration fee based on what we are paid for our services (Buyer Fee + Seller Fee). For example, if an Agency utilizes our Sourcwell contract to sell an item for \$10,000 at the 5% Seller Fee, JJ Kane's revenue would be \$1500 and our fee to Sourcwell would be \$30.	*

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
74	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	There is no more aggressive pricing available in the country for cooperative procurement organizations, state purchasing departments, GPOs, municipalities, universities, or school districts.

Table 8A: Depth and Breadth of Offered Solutions (200 Points)

Line Item	Question	Response *
75	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	<p>JJ Kane specializes in the consignments of utility, power line, underground, construction equipment, specialty trucks, and fleet vehicles. J.J. Kane provides a variety of customized auction solutions depending on the Sourcewell Participating Agency's needs. Depending on the Agency's needs and requirements, we offer different levels of auction services.</p> <p>TIER 1: ONLINE AUCTION SYSTEM ONLY Our first consignment option is for the Agency to handle auction services themselves. This option is ideal for customers who are simply needing an online marketplace with a large buyer base to post and sell their items. JJ Kane's exclusive Customer Portal allows consignors to take a self-service approach to list their auction items. Customers can create their own auction listings. The application guides users through a user friendly step-by-step process to "submit an item" for auction. After auction, JJ Kane will provide the Agency with winning bidder information for the Agency to invoice and schedule item pick-ups or shipping. JJ Kane will then invoice the Agency for the auction fees.</p> <p>JJ Kane's Customer Portal is also a gateway into the visibility of all assets that individual consignors has moving through the auction process. It provides consignors with a dashboard showing an overview of items, as well as details about how many items are upcoming for sale, historical data of sales and upcoming auctions that consignors are participating in. With JJ Kane's customer portal, detailed data of consignors items are at their fingertips.</p> <p>TIER 2: ONLINE AUCTION SYSTEM AND ACCOUNTING OPERATIONS ONLY Our second consignment options includes all benefits of Tier 1, but instead of the Agency handling invoicing, all invoicing, taxes, and fees are handled by JJ Kane Auctions. JJ Kane will work with the Agency to obtain all necessary titles for applicable assets prior to said assets being sold. JJ Kane has multiple full-time notaries on staff to facilitate and handle all paperwork regarding the transference of titles on behalf of the Agency in accordance with applicable law. Post-auction, JJ Kane will receive payment from the buyers and will remit payment to the Agency, provide all necessary reports and legal documentation, and adhere to Generally Accepted Accounting Procedures.</p> <p>TIER 3: FULL TURNKEY OPERATION JJ Kane's full-service, turnkey online auction approach is our preferred method of cataloging seller's items, and our most used solution. It includes all the benefits of Tier 1 and 2, and more. Our nationwide account managers and operations team will handle all aspects of the listing and sale process from start to finish. We will take photographs and videos, inspect items, and create item descriptions for auction at no additional cost. This service can be done at a JJ Kane Location or at the customer's location. Every item that is listed online for auction has conditions noted and pictures posted (vehicles and equipment have a minimum of 20 pictures each). We take pride in making our process as simple as possible for our sellers while simultaneously obtaining the highest possible returns on your investments. Please visit https://www.jjkane.com/ for more information.</p> <p>Within Tier 3, the Agency can choose to keep items at their own location or have auction services performed at one of the 80+ JJ Kane locations across the United States. JJ Kane understands many customers do not have space to store vehicles and other large equipment once they have been deemed ready for sale; therefore, we offer the option to move these items to one of our many holding yards. JJ Kane can coordinate transportation of items to the local JJ Kane Auction Site, or the Sourcewell Participating Agency can drop items off. This option mitigates liability to the Participating Agency of winning bidders coming onto their site.</p> <p>JJ Kane is committed to providing physical site security, with the goal of keeping our customers' equipment safe throughout the auction process and selling it in the same condition it was in when received. At our JJ Kane locations, we have the following security measures: well-lit yard, security cameras, chain link fences around usable perimeter, locked gate access, and fully staffed during business hours. All JJ Kane locations are available Monday through Friday from 8:00 AM until 4:00 PM. Potential bidders can view items at these locations prior to auction close. This option offers the best features of both in-person and online auctions.</p> <p>ALL TIERS: Regardless of which approach the Participating Agency chooses to use, JJ Kane will put our experience to work in serving the Agency. We will incorporate bidder information provided by the Agency into marketing efforts, in addition to our typical mailing list. The Participating Agency will have the ability to approve any specific marketing campaigns before they are launched. We create multiple ad sets per auction to thoughtfully target customers based on the user's industry.</p>

		<p>JJ Kane auctions are open for Bidding is open for 7 days. This allows maximum exposure of all items. Our absolute auctions include "bid extensions" which extends bidding when bids are made in the last 90 seconds. This allows potential bidders/buyers to have sufficient time to bid on all desired items and ensures bidding does not end when interested buyers are still placing bids. While auction is open, the Agency can monitor progress of its items in real time online.</p> <p>JJ Kane holds at least one auction every week. JJ Kane has an auction schedule that follows a basic pattern of regional-based sales. This auction pattern is beneficial to our consignors since it attracts a large amount of auction activity to a specific event, leading to increased bidding and high net returns. As auction and marketing experts, we will assist in recommending auction dates to maximize JJ Kane's robust marketing capability and an to provide the highest possible return value to the seller. Our auction schedule is as follows:</p> <ul style="list-style-type: none"> • Central Region: 1st Tuesday/Wednesday of the month • California Miscellaneous Items: 1st Tuesday of the month • Northeast Region: 2nd Tuesday/Wednesday of the month • Southern California Auction: 2nd Thursday of the month • Western Region: 3rd Tuesday/Wednesday of the month • Southeast Region: 4th Tuesday/Wednesday of the month • Northern California Auction: 4th Thursday of the month <p>BUY NOW PLATFORM JJ Kane's "Buy Now" platform is an alternative consignment option for non-traditional equipment, late model, or otherwise high value assets to be sold at listed or negotiated pricing. See https://www.jjkane.com/buy-now-items/ for additional details.</p>
76	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<ul style="list-style-type: none"> • Auction Services (At one of JJ Kane's 80+ locations) - Online, vehicle, equipment, miscellaneous, surplus disposal, etc. • Auction Services (At customer's location) - Online, vehicle, equipment, miscellaneous, surplus disposal, etc. • Transportation Services - JJ Kane can schedule transportation of equipment off of consignor yards and to a JJ Kane auction yard. • In-Person Inspections - Allow potential bidders to inspect equipment in-person before and during online auction. • Appraisal Services - JJ Kane can provide appraisal services for your equipment. • Storage - Secure and fully insured storage of surplus vehicles and equipment prior to auction. • Escrow Accounts - Use auction funds to purchase any Altec products or services including parts, rentals, equipment trainings, and maintenance/mechanical services. • Trade-In Auction Program (TAP) - provides trade-in value for new Altec equipment when customers consign similar type equipment with JJ Kane. • Financing Services - JJ Kane can work with our parent company, Altec, to offer financing for our customers. • Title Transfers - JJ Kane will handle title transfers to winning bidders. • Decommission and cleaning services - JJ Kane is able to decommission and clean equipment to increase auction value. <ul style="list-style-type: none"> • JJ Kane also offers a BUY NOW platform on our website www.jjkane.com. • JJ Kane also has a nationwide service called Repair Central that utilizes repair services throughout the United States who are available 24 hours. • JJ Kane also can offer operator training for Altec products through the Altec Sentry Training Program.

Table 8B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Comments
77	Live on-site auctions	<input type="radio"/> Yes <input checked="" type="radio"/> No	<p>JJ Kane's digital transformation began in 2012 with our first online auction. Since then, JJ Kane has expanded bidder visibility globally and has significantly increased seller return value. To provide the best possible value and convenience to consigners, JJ Kane transitioned to 100% online bidding in 2020. JJ Kane offers a hybrid auction model that allows bidders the option to inspect equipment in-person while also providing the convenience and flexibility of online bidding.</p>

78	Online auction services	<input checked="" type="radio"/> Yes <input type="radio"/> No	With our premier auction platform powered through www.Proxibid.com, users can view item information, enter a bid for items, see the highest bid price to date, and see how long is left to submit a bid. Auctions are open for 7 days. This allows maximum exposure of all items. Our absolute auctions include "bid extensions" which extends bidding when bids are made in the last 90 seconds. This allows potential bidders to have sufficient time to bid on all desired items and ensures bidding does not end when interested bidders are still placing bids. While auction is open, the Agency can monitor progress of its items in real time online.
79	Live streaming auction services	<input type="radio"/> Yes <input checked="" type="radio"/> No	JJ Kane holds at least one online auction every week, but we do not stream live auctions. JJ Kane offers a hybrid auction model that allows bidders the option to inspect equipment in-person while also providing the convenience and flexibility of online bidding. JJ Kane has an auction schedule that follows a basic pattern of regional-based sales. This auction pattern is beneficial to our consignors since it attracts a large amount of auction activity to a specific event, leading to increased bidding and high net returns. As auction experts, we will assist in recommending auction dates to maximize JJ Kane's robust marketing capability and an to provide the highest possible return value to the seller.

80	Services related to the solutions described in #77-79 above, including market value assessment, marketing, promotion, support and training, equipment appraisals, web portal and hosting, bidder registration and management, equipment transportation and preparation, financing and payment alternatives, rebate programs, post-auction settlement, auction-related storage and shipping options. Proposers may include such related services to the extent that the services are complementary to the auction solutions being proposed.	<input checked="" type="radio"/> Yes <input type="radio"/> No	JJ Kane offers many auction affiliated services related to the solutions described in #77-79 above, including: <ul style="list-style-type: none"> • Provide a robust and secure online auction platform • Dedicated account manager(s) to manage all aspects of auction available 24/7 • Coordinate transportation of surplus items to auction site • Secure and fully insured storage of surplus vehicles and equipment • Photograph, inspect, and catalog auction items (at JJ Kane auction site or customer's location) • Upload photos and descriptions to our online auction platform • Vehicle and equipment market value appraisals • Strategic marketing of your consignment items • Allow potential bidders to inspect auction items prior to and during online auction • Answer potential bidder inquiries • Handle title transfers to winning bidders • Schedule winning bidder pick-ups • Recordkeeping and reporting tools • Payment collection from winning bidders • Payment to Agency • Training (for buyers and sellers) • In-house customer support to answer any questions available M-F, 5:30 AM to 6:00 PM (CST) • Seller's portal (for sellers view upcoming and historical sales data) • Buyer's Portal (for buyers to view their purchase history and invoices)
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Table 9: Exceptions to Terms, Conditions, or Specifications Form

Line Item 81. NOTICE: To identify any exception, or to request any modification, to Sourcwell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcwell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input type="radio"/> Yes <input checked="" type="radio"/> No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - JJ Kane Auctions - Sourcewell Fee Schedule.pdf - Thursday November 14, 2024 11:09:44
- [Financial Strength and Stability](#) - JJ Kane Auctions Financial Documents.zip - Thursday November 14, 2024 09:32:21
- [Marketing Plan/Samples](#) - JJ Kane Auctions Marketing Materials.zip - Thursday November 14, 2024 11:09:23
- WMBE/MBE/SBE or Related Certificates (optional)
- [Standard Transaction Document Samples](#) - JJ Kane Auctions Seller Agreement - Sourcewell Participating Agency.pdf - Thursday November 14, 2024 11:10:39
- [Upload Additional Document](#) - JJ Kane Auctions Sales Territories.pdf - Thursday November 14, 2024 09:32:45
- Requested Exceptions (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

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 award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

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 is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. 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>;

2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal 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. - Breanna Sullivan, Technical Sales Representative, J.J. Kane Associates, 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 obligations contemplated in the solicitation proposal.

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
There have not been any addenda issued for this bid.		