



MASTER AGREEMENT #111424
CATEGORY: Auction Services with Related Solutions
SUPPLIER: PropertyRoom.com, 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 PropertyRoom.com, Inc., 5257 Buckeystown Pike, Suite 475, Frederick, MD 21704 (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

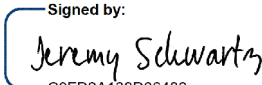
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject,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

Sourcwell

PropertyRoom.com, Inc.

Signed by:

 By: _____
 C0FD2A139D06489...
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 1/23/2025 | 2:29 PM CST

Signed by:

 By: _____
 33AC825A3C17475...
 Aaron Thompson
 Title: CEO
 Date: 1/23/2025 | 11:11 AM CST

RFP 111424 - Auction Services with Related Solutions

Vendor Details

Company Name: PropertyRoom.com, Inc.
Does your company conduct business under any other name? If yes, please state: PropertyRoom.com
Address: 5257 Buckeystown Pike
Ste. 475
Frederick, MD 21788
Contact: Diane Wade
Email: ContractAdmin@propertyroom.com
Phone: 240-382-2021
Fax: 240-230-0229
HST#: 86-0962102

Submission Details

Created On: Tuesday October 29, 2024 10:24:29
Submitted On: Thursday November 14, 2024 13:42:39
Submitted By: Diane Wade
Email: ContractAdmin@propertyroom.com
Transaction #: 4e97a8e4-9a76-48e9-9eaa-4543076aafc1
Submitter's IP Address: 170.39.253.168

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.	PropertyRoom.com, Inc.
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y
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).	PropertyRoom.com
4	Provide your CAGE code or Unique Entity Identifier (SAM):	55BD4
5	Provide your NAICS code applicable to Solutions proposed.	459510 455219 454110 423110
6	Proposer Physical Address:	Corporate Headquarters: 5108 Pegasus Ct, Sts C&D, Frederick, MD, 21701 / Corporate Mailing Address: 5257 Buckeystown Pike, Suite 475, Frederick, MD, 21704
7	Proposer website address (or addresses):	www.PropertyRoom.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):	Aaron Thompson, CEO / 5257 Buckeystown Pike, Suite 475, Frederick, MD, 21704 / AaronThompson@PropertyRoom.com / 240.233.9717
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	Diane M. Wade, Project Coordinator / 5257 Buckeystown Pike, Suite 475, Frederick, MD, 21704 / ContractAdmin@PropertyRoom.com / 240.382.2021
10	Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone):	Cynthia Ramirez, Project Coordinator / 5257 Buckeystown Pike, Suite 475, Frederick, MD, 21704 / CynthiaRamirez@PropertyRoom.com / 240.371.1983

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

Line Item	Question	Response *
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<p>11</p>	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.</p>	<p>With 25 years' experience in online auctions, 2.2+ million registered bidders, proprietary online auction technology, and a management team with significant ecommerce and live and online auction experience, PropertyRoom.com is already the choice of more than 4,400 government agencies nationwide. We strive to provide convenient, flexible, and transparent online auction solutions for property and evidence, firearms, and vehicles and equipment while optimizing the return on auction for our clients.</p> <p>Founded by former law enforcement officers in 1999, we filled a need in the marketplace for a full-service online auction company specifically designed to help municipalities and law enforcement agencies move items and sell them at public auction. Clearing out seized, found, unclaimed, stolen, recovered, and retired property has historically been a challenge for local, state, and federal government agencies, law enforcement, and other organizations. Our founders experienced firsthand the limitations of local auctions and sought to provide a comprehensive solution that took the public auction process online to a nationwide audience.</p> <p>Unlike other auction services, we offer a variety of options; full-service pick up/haul away as well as ship direct to us, and in place (at your location) auction services.</p> <p>All of our auction services focus on serving, and exceeding, the needs and requirements of our Clients. Our revenue share model with no upfront costs, provides a unique solution where we are focused on getting the most results from our Client's auctions.</p> <p>PropertyRoom.com provides several benefits to Clients:</p> <ul style="list-style-type: none"> - Convenience – We help them clear out abandoned, seized, forfeited, impounded, surplus and fleet assets with our online auction services - Security – We employ our proprietary tracking methods to secure Client item information - Auction Participation – Our national online auctions are 24/7 and draw more bidders than live or online, local auctions - Higher Proceeds – Our Clients can realize higher net proceeds as compared to their traditional local, live webcast auctions - Lower Costs – With our revenue share model, there are no upfront costs and our full-service offering allows municipal workers to focus on their core jobs. In addition, our solutions reduce storage and handling costs - Transparent Reporting – Gives the client 24/7 status and complete chain-of-custody on their items <p>PropertyRoom.com combines an extensive knowledge of governmental property handling procedures, as well as expertise in e-commerce, marketing, and logistics. We provide local, state, and federal government agencies, law enforcement, and other organizations, a technological cost-saving alternative to reduce storage space and handling requirements, offer many value-added services, maximize revenues with larger bidding audiences, and provide detailed accounting for better recordkeeping and auditing.</p>
<p>12</p>	<p>What are your company's expectations in the event of an award?</p>	<p>PropertyRoom.com expects to continue to utilize the Sourcwell contract agreement as the main contract vehicle in our sales and new Client onboarding process.</p> <p>Utilizing the Sourcwell contract removes the costly, tedious, and time-consuming process of issuing Request for Proposal for prospective Clients and has historically proven to be a successful way to bring on new Clients to utilize our online auction services.</p> <p>We currently provide online auction solutions and service to over 1,176 Sourcwell members' client accounts across the nation (was 680 in 2021), with many more in our current sales pipeline; and expect that number to continue to grow in the future.</p> <p>When our current non-Sourcwell clients come up for renewal, we offer Sourcwell as the contract vehicle to provide a smooth renewal process. With over 4,400 clients in our portfolio this represents a significant growth opportunity for Sourcwell.</p>
<p>13</p>	<p>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>	<p>Please see Financial Statements uploaded as PropertyRoom.com Financials23-24_Sourcwell.pdf</p>

14	What is your US market share for the Solutions that you are proposing?	<p>PropertyRoom.com is number one in the industry for property and evidence disposition solutions. Our full-service offering for property and evidence online auction solutions is unparalleled with over 4,400 clients in each of the contiguous United States.</p> <p>The relationships we have built with Clients allow us to continue to serve them and strengthen our value as an organization. We are well-referenced and utilize our partnerships with Insurance Auto Auctions, Inc. (IAAI) (Haul-Away auction solution) and newly acquired eGunner.com (firearms auction solution) to further serve all needs of each Client.</p>	*
15	What is your Canadian market share for the Solutions that you are proposing?	<p>PropertyRoom.com does not currently have market share in Canada, however, our Haul-Away Auction Service for vehicle and equipment assets partner, Insurance Auction Auctions, Inc, (IAAI), does have a presence in Canada so we have the ability to extend some of our service offerings to Participating Entities in Canada.</p> <p>In addition, we are currently exploring ways to expand our additional online auction solutions into the Canadian market.</p>	*
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.	PropertyRoom.com has never petitioned for bankruptcy protection.	*
17	<p>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).</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>PropertyRoom.com is a service provider.</p> <p>b) We provide a variety of solutions for online auction services designed to fit multiple needs and requirements for law enforcement agencies, municipalities, and other organizations.</p> <p>Our Sales (Inside Sales & Client Success Teams) and service force (Drivers and Processing Center Teams) are full-time employees committed to the daily processing and account management for our clients. These team members are PropertyRoom.com employees.</p> <p>While we do leverage our partnerships with additional companies to provide some of our auction solutions, PropertyRoom.com handles all communication with our clients directly. We ensure consistency and quality of service with our clients across all service offerings.</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>We hold all required business licenses and in the required states, we are a Registered Internet Auction Listing Service. We have been a National Auctioneers Association (NAA) member since 2008, and hold a Federal Firearms License.</p> <p>As part of our Firearms Auction Services, we are a registered Federal Firearms Licensee (FFL).</p> <p>As part of our Haul-Away Auction Services program for vehicle and equipment assets, we verify and ensure that any subcontractors we use hold the required licenses and certifications related to towing, dealer programs, broker programs, and any scrap requirements depending on the jurisdiction.</p>	*
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.	PropertyRoom.com has no suspension or disbarment events applied to our organization during the past ten years, or ever.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Our company operates in a specific niche industry and as such there are no industry associations providing the customary platforms for awards and recognitions. However, many of our Clients have received awards and recognition as a result of utilizing our auction services.	*
21	What percentage of your sales are to the governmental sector in the past three years?	The majority of our clients are in the governmental sector. While we do work with a handful of corporations and other organization types, 96% of our clients are government entities.	*
22	What percentage of your sales are to the education sector in the past three years?	With our service so heavily imbedded with law enforcement agencies a/o municipalities, we recognize the opportunity to serve the education sector at greater quantities in the future. Currently, 3% of our clients are in 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>Aside from our current Sourcewell agreement, PropertyRoom.com also holds co-op agreements with NASPO ValuePoint (NASPO) and The Interlocal Purchasing System (TIPS).</p> <p>NASPO has been adopted by various state government purchasing departments, but it has not been adopted in all 50 states. Under the NASPO agreement for agencies located in California, New Mexico, Utah, and Washington, we have generated the following sales volume for the last three (3) years: 2021 = \$15,830 (first year) 2022 = \$11,100 (one of the state Participating Entity's agreement lapsed) 2023 = \$261,752 (a state agency with whom we already had a relationship requested to begin being contracted via NASPO)</p> <p>We have not yet generated any revenue via TIPS.</p>
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?	PropertyRoom.com does not currently hold any GSA contracts.

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

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 *
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26	Sales force.	<p>PropertyRoom.com serves Participating Entities nationwide primarily with our internal teams, with partners to provide additional support.</p> <p>We have a Sales Team and Client Success Team covering all 50 states with each team member assigned to a specific region. We currently have a Sales Team and a Client Success Team (direct employees/FTEs), that work with government and law enforcement agency sectors. Our headquarters is based in Maryland, we have processing center associates in California, Memphis, Maryland, New York, and Kentucky, with the remaining staff working remotely; therefore, having representation throughout the country.</p> <p>The Sales Team's responsibility is to prospect potential new clients, including Participating Entities, determine their needs and requirements, develop the best solution based on our online auction services available, and complete the contract and onboarding process to convert them into clients. Each Sales Team member works daily to identify potential Participating Entities that may need our services and identifies Sourcewell members, or potential new Sourcewell members, that could also utilize & benefit from our online auction solutions.</p> <p>Our Client Success Team's main role is to provide consistent account management to our clients and contacts them on a regular basis to ensure we are meeting, and exceeding their needs and requirements, in addition to arranging pickups and creating a plan of action for auctioning their items. Since each Client Success Team Member is assigned to a Client, they become familiar with the needs and requirements of personnel and aid them in a higher capacity. Those well-established relationships and consistent communication and account management are often the reason our services run so smoothly, and our clients have remained with our company for many years.</p> <p>In addition to PropertyRoom.com employees serving our Clients nationwide, we have multiple partners in place to provide additional auction service solutions. We utilize several partners depending on the region for our Haul-Away Auction Services for Vehicles and Large Equipment. This gives us the ability to haul away these types of assets to more than 190 yards/auction locations across the United States. Even though we utilize additional partners for some of our auction solutions, clients still work directly with PropertyRoom.com employees to ensure consistency and quality of service while handling any issues or questions that may arise during the auction process.</p>
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>PropertyRoom.com does not utilize a dealer network. All service offerings and client communication are handled directly with our own Sales and Client Success teams to ensure consistency and continuity of service to all our 4,400+ valued clients.</p> <p>However, we have partnered with Insurance Auto Auctions, Inc. (IAAI) to better serve our Clients in need of vehicle and equipment auction services. Our Haul-Away Auction Solution is our program that transports our Client's vehicles and equipment from their location and stores them and auctions them at local IAAI yards. IAAI has a large geographic footprint with a nationwide scope and 190+ yards, which makes it easy to serve many clients nationwide while picking up and successfully auctioning larger assets. IAAI markets to bidders in 110+ countries and offers live and live-online bidding.</p>
28	Service force.	<p>With our full-service solutions, PropertyRoom.com's service force stretches across multiple departments to provide the best level of service possible to our clients.</p> <p>Our Client Success Team members provide account management to clients on all auction service offerings and ensures items are sent to auction quickly and efficiently.</p> <p>Our Driver Team members are responsible for facilitating pickups at our client locations and safely storing product in our fleet of trucks and transporting and unloading the items at our Processing Centers. With multiple drivers, trucks, and routes nationwide, we are able to provide full-service pickups to most Participating Entities, while still allowing agencies the flexibility to ship items directly to us if preferred.</p> <p>Our Processing Center team members across multiple locations are responsible for all tasks in cataloging, imaging, storing, and listing items for auction on the auction platform to get the highest return for our clients. We have Processing Center locations in Ontario, CA, Winchester, KY, Ronkonkoma, NY, and Memphis, TN, to serve clients nationwide.</p>

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>AGENCY-CLIENTS: Once Agencies learn of PropertyRoom.com, either through outreach or referral, PropertyRoom.com staff begin the process with a Services Overview to provide them with in-depth information regarding our online auction solutions. The process then flows at the Agency's pace, depending on who needs to be involved from their perspective - both in understanding the process and approval. Once an agreement is executed, the transaction process can begin.</p> <p>BIDDER-CUSTOMERS: While PropertyRoom.com serves thousands of government Clients and other organizations, we also serve more than 2.2 million registered bidders. Once reaching PropertyRoom.com, Bidder-Customers follow the sign up/sign on process. If they require support for various auction process related reasons, they can reach out to the PropertyRoom.com Bidder Customer Support Team (PropertyRoom.com employees) who works with our bidders to answer any questions throughout the auction process. Bidder Customer Support is available by phone and email from 8:00 AM EST to 8:00 PM EST Monday through Friday. Our response time goal for all Customer Service inquiries and issues is typically 1-2 business days.</p>	*
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>PropertyRoom.com's dedicated Client Success Team works with Clients to ensure a smooth, and fully transparent, transfer of items as they go to auction based on the service offering being utilized.</p> <p>This Team is available 8:00 A.M. EST to 6:00 P.M. EST Monday through Friday by phone or email. Our response time goal for all Client Success inquiries and issues is no more than 24 hours.</p> <p>We offer a comprehensive onboarding and training program called "Safe Passage" for Clients to ensure that all questions are answered, and Clients are prepared to get the most from our auction services as possible. This program starts at onboarding and walks the new Client through their first manifest, pick up, auction, remittance of proceeds, and reporting review to ensure the Client feels comfortable with the process and answer any questions that arise.</p> <p>After onboarding, our Client Success Teams proactively contact our Clients on a regular basis to ensure Client satisfaction and determine if the Client has any items ready to be picked up and sent to auction. Clients can reach out to us directly at any point to schedule pickups, with any questions, or for additional training. We take a personal approach when working with our Clients to ensure they are satisfied, their needs are met, and all of their questions and concerns are answered on a timely basis.</p> <p>While PropertyRoom.com serves thousands of government Clients and other organizations, we also serve more than 2.2 million, registered bidders. Once reaching PropertyRoom.com, bidder-customers follow the sign up/sign on process. If they require support for various auction process related reasons, the PropertyRoom.com Bidder Customer Support Team (PropertyRoom.com employees) works with our bidders to answer any questions throughout the auction process. Bidder Customer Support is available by phone and email from 8:00 AM EST to 8:00 PM EST Monday through Friday. Our response time goal for all Customer Service inquiries and issues is typically 1-2 business days.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcwell participating entities.	<p>PropertyRoom.com is number one in the industry for providing full-service property and evidence disposition solutions to more than 4,400 client agencies nationwide.</p> <p>We are fully capable and more than willing to serve our current clients as well as any additional Participating Entities not currently utilizing our services. We welcome the opportunity to present our service offerings to Participating Entities in need of online auction solutions.</p>	*
32	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	<p>While PropertyRoom.com currently does not auction and sell assets to and from Canada, our Haul-Away Auction Service partner, IAAI, has a large geographic footprint with multiple Canadian auction lot/vehicle storage locations; therefore, we can provide Haul-Away Auction Services to Sourcwell Participating Entities in Canada.</p> <p>We are currently exploring ways to expand our other online auction solutions to the Canadian market.</p>	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	<p>PropertyRoom.com has the ability to serve Participating Entities nationwide, including Hawaii and Alaska.</p> <p>We offer a variety of solutions which may include physically picking up items, utilizing our Pack & Ship program where small items can be shipped to us directly, or large items can be auctioned online while being held at the Client's location.</p> <p>While we currently do not auction and sell items to and from Canada, our Haul-Away Auction Service partner, IAAI, has a large geographic footprint with multiple Canadian auction lot/vehicle storage locations. We can provide Haul-Away Auction Services to Sourcwell Participating Entities in Canada. We are currently exploring ways to expand our online auction solutions to the Canadian market.</p>	*

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.	PropertyRoom.com does not have any limitations on which contract vehicle to utilize. We can fully serve and utilize the Sourcwell contract to Participating Entities in all regions.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	As is done with each Agency we work with, PropertyRoom.com will discuss the auction needs with Hawaiian and Alaskan Participating Entities to determine the most advantageous online auction service solutions we can provide. We are not currently providing our services in the U.S. Territories.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	PropertyRoom.com is able to serve 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>We are very proud to have a Sourcwell-awarded contract and to be able to offer it as a solution to prospective clients. We highlight it through many marketing materials to promote the use of Sourcwell, and our online auction solutions as well.</p> <p>Our Sales Team is well versed in the details of our Sourcwell-awarded contract and expertly utilize this contract as the first option to close a deal. The benefits that Sourcwell provides to our prospective Clients make it easy for our Sales Team to communicate value. We've prominently featured Sourcwell in our sales presentations and materials.</p> <p>The Sourcwell logo and contact information is featured on our website on our partner links page, lead generation pages, and in our Sales and Client Success Team's email signatures that are sent to prospective and existing Clients to proudly share our affiliation with Sourcwell.</p> <p>We also display the Sourcwell-awarded contract flag prominently at any trade show or conference we attend to show prospective Clients the benefits of joining Sourcwell.</p>	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>PropertyRoom.com uses technology and digital data to enhance our marketing effectiveness for all of our marketing campaigns; both to attract new Clients as well as promote our Clients' items that are up for auction. We utilize data based on Clients' and customers' interests, and customers' past bidding experiences to customize messages to maintain an engaged audience, which in turn increase proceeds for our Clients.</p> <p>As we assist our Clients with our unique set of auction services and help auction our Clients' goods for them online, it is important that we drive interested customers to their auctions and convert them to bidders to increase the proceeds.</p> <p>For our current 4,400+ agency Clients and 20,000+ agency target list prospects, we do this by implementing campaigns across multiple marketing channels - on site messaging, regular targeted email campaigns, consistent sales outreach via emails and phone calls, and Public Relations efforts with press releases and media outreach to drive interest nationwide and in local communities. We have been featured on many national, regional, and local news programs (including CNNTV, CNN.com, Fox News TV, and FoxNews.com).</p>	*

39	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>PropertyRoom.com has been fortunate to work with Sourcewell for many years and having a Sourcewell-awarded contract is paramount to our sales process. We have appreciated the collaboration provided by our Sourcewell Team as we prospect and work to engage and complete contracts with new Clients, train our internal teams on the Sourcewell process, and answer questions from a potential Client.</p> <p>We utilize the resources at Sourcewell to help identify existing Sourcewell Clients when prospecting or provide examples of other Sourcewell members in their area for prospects.</p> <p>Being able to show the wide network of Sourcewell Participating Entities assists in easing any concerns or questions about the process and provides references. Having a Sourcewell-awarded contract is a prominent feature in our sales collateral tools and is a main talking point with all potential Clients. We approach 100% of our prospects with the utilization of our Sourcewell-awarded Vendor Contract. We believe there are many benefits for our potential and existing Clients to be part of Sourcewell therefore it is integrated into our marketing (both external and internal) as we communicate and promote our online auction solutions.</p> <p>We have frequently utilized our Sourcewell contract manager and Team, arranged conference calls with our prospective Clients and, at the approval of our contract manager, asked our prospective Clients to contact our contract manager directly.</p> <p>We would continue to take advantage of the contract award to issue a joint press release with Sourcewell to announce our renewed alliance and promote it through our national marketing channels. We also appreciate the inclusion on Sourcewell materials as well as the website so when members are searching for solutions, we are presented as an option.</p>
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 our online auction services and platform are service based and not product based, PropertyRoom.com's e-procurement ordering process is for inquiries based on their needs to auction items via a simple and digital process.</p> <p>At initial interest, we offer an electronic outreach form on our website, where interested agencies can submit their information so one of PropertyRoom.com's Sales Team members can contact them with more details. A Sales Team member will then reach out to learn about the interested prospect's needs and help them find the best solution.</p> <p>Once they are a Client, we offer a digital manifest in which the Client notifies us of items that are ready to go to auction. From there we provide a complete turnkey solution that includes pick up/haul away of items, auditing services, authentication services, auctioning, customer support, delivery to the winning bidder, and several value-added benefits.</p>

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>Since PropertyRoom.com offers a full-service solution to online auctions where we aim to handle the process from pick up at client locations to shipment to the winning bidder, there should be very little training necessary beyond the Welcome Call with our Client Success Team. Product and equipment maintenance does not apply to our online auction services.</p> <p>PropertyRoom.com takes a hands-on approach and ensures clients are comfortable with all aspects of the auction process. After our initial training program, Safe Passage, which walks Clients through their first manifest, auctions, proceed remittance, and reporting reviews, if Clients require additional guidance, we are happy to set up additional and ongoing training as needed. We maintain Zoom accounts for managers to train Clients online with a hands-on and visual approach to show them how to utilize their account in our proprietary online reporting portal, AgencyWeb, to maintain visibility of item inventory and where to find reports on their surplus items. AgencyWeb is our web-based reporting tool for clients to access and view various reports about the items they have entrusted to PropertyRoom.com.</p> <p>Our Client Success Team continually follows up to ensure Client satisfaction. We take a personal approach when working with our Clients to make sure they are happy, and their needs are met. Our Client Success Team is available by email and telephone for our Clients to reach out to if they have any questions or concerns.</p>

42	Describe any technological advances that your proposed Solutions offer.	<p>PropertyRoom.com has 25 years' experience in the online auction industry and are leaders in our field in offering property and evidence disposition services to law enforcement, municipalities, and other organizations. We have developed a proprietary online auction platform utilizing the most recent technologies to provide a safe, secure, and fun place for our Clients and Bidders.</p> <p>We've created a proprietary solution for our Clients to auction vehicle and equipment assets by developing a simple mobile cataloging tool called MobiCat®. The user can enter a VIN number which automatically populates basic vehicle information, take photographs directly from a tablet device, customize with specific details about the asset, and submit for auction to launch it on the online platform.</p> <p>In order to provide complete transparency on items and fulfill chain-of-custody requirements from our Clients, we have developed a proprietary online reporting portal where Clients can access information on the items sent to us 24/7. This portal, AgencyWeb, provides reporting such as Monthly Check Summary, Manifest Reconciliation, Asset Disposition, etc. (see examples in the appendix of the PropertyRoom.com Sales Presentation - PropertyRoomcom_Sourcewell_Sales Presentation2024.pdf):</p> <ul style="list-style-type: none"> • The items sold during the prior month, all relevant amounts for winning bid, sales tax, credit card costs, and Client share of proceeds • The items consigned for sale during the month • The total amount of proceeds collected during the month • The items, if any, inventoried at the end of the month • Any and all relevant make, model, or other identification provided on the auction manifest • The Clients net proceeds and PropertyRoom.com's net proceeds during the preceding month • Cumulative year-to-date totals for sales proceeds, Client's proceeds and PropertyRoom.com's proceeds • All required Client reference numbers and identifying information to permit reconciliation, including manifest date, page and line number, case ID, and Client auction reference number • Custom reporting options are available for client agencies needing more detailed and broken-down information for the previous month.
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>The very essence of our services involves a form of recycling by redeploying items for extended use and thereby reducing additional raw material consumption and reducing landfill use. PropertyRoom.com has also implemented our own Green Policy as a goal to use only the resources we need, leaving as small a footprint as possible while delivering innovative, high value online auction services.</p> <p>The initial emphasis of our Green Policy revolves around the following areas:</p> <p>Document Management & Recycled Paper Usage. We seek to decrease our Clients' and our own consumption of paper while purchasing only paper that contains recycled content. We have several current Company practices like using online electronic reports for internal and client use and deployment of recycled paper products for printing and packaging materials.</p> <p>Metal Recycling Many products our Clients seek to monetize are comprised mainly of metals and have reached the end of their useful lives. We then put the composite metals to reuse by scrapping at metal reclamation facilities.</p> <p>Responsible Disposition of Hazardous Electronic Waste Many types of electronic products that our Clients seek to monetize contain hazardous materials and have reached the end of their useful lives, thus considered hazardous waste. Our Company is committed to disposing of such products in a responsible manner. Currently we manage an internal, online directory of facilities that we utilize for disposing of such electronic goods. All of these facilities are licensed by the U.S. Federal EPA.</p>
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>PropertyRoom.com provides auction services not equipment or products, so eco-labels, ratings, and certifications do not apply to our service offering.</p>

<p>45</p>	<p>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>	<p>PropertyRoom.com is the only company to offer a variety of service levels, including a completely full-service solution to handle the entire auctioning process of property and evidence from beginning to end. We pick up, process, and auction the items so our customers can focus on enforcing the law. Much of our competition provides just a listing service platform which puts the majority of the work back on the Client themselves.</p> <p>There are multiple unique attributes that make our solution the choice of over 4,400 law enforcement agencies and municipalities nationwide:</p> <ul style="list-style-type: none"> • Ability to handle multiple item types like property and evidence, firearms, firearms accessories, ammunition, vehicles, and equipment • Trustworthy reputation and loyal Client and Bidder base for 25 years • Authentication services for high-end items like jewelry, watches, handbags, artwork, collectibles and coins with third parties, like our on-retainer GIA-certified analyst and independent GIA & Entropy specialists. For precious metals, we use our Niton DXL Precious Metal Analyzer machine, to authenticate high value items. • We also take security seriously and utilize disk erasure/destruction utilizing a DoD 5220.22-M wipe pattern used by many branches of the U.S. Government, restore to original factory settings, or other processes for electronics when appropriate.at no additional cost to our clients. • Total transparency and full chain-of-custody reporting of our straightforward policy of documenting every item and maintaining a full audit trail available 24/7 via our proprietary online reporting portal, AgencyWeb • Identification and destruction or return of counterfeits at our Processing Centers • Flexibility in variety of online auction services for Clients to choose the solution that best fits their needs • Capability to return lost or stolen items when citizens prove any item on our site is rightfully theirs • Federal Firearms Licensed Dealer (FFL) • Option to auction firearms for a credit in exchange for a variety of law enforcement equipment at locations convenient for client • Partnership with multiple subcontractors who are experts in their field, like Insurance Auction Auctions, Inc. (IAAI), who expands our ability to offer Vehicle & Equipment Auction Services with their over 190 facilities nationwide
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<p>46</p>	<p>Describe your role and responsibilities for each service you are proposing.</p>	<p>PropertyRoom.com's online auction services are designed to provide a convenient, transparent, and simple solution to law enforcement agencies, municipalities, and other organizations.</p> <p>Our objective is to do the heavy lifting in providing online auction services for property and evidence, vehicles and equipment, firearms and firearm accessories, and provided additional value-added benefits not found with other auction service companies.</p> <p>Under our PROPERTY & EVIDENCE/SURPLUS AUCTION SERVICES, we will be responsible for the below tasks to provide clients the best possible service:</p> <ul style="list-style-type: none"> • Pick up items from your location and transport to one of our secure Processing Centers • Scan everything into our system for complete chain-of-custody tracking • Image, clean, sort, authenticate, and assess the item conditions • High value items may be sent out for third party evaluation • Reasonable repair of high-value items • Conduct online auctions that reach our 2.2+ million registered bidders • Handle customer support, collect the winning bidder's payment, and ship all paid items • Provide consistent marketing support • Remit proceeds to your preferred location • Provide a detailed audit trail to track your items 24/7 • Additional Added Service: Return of lost/stolen items when citizens prove an item is rightfully theirs. <p>Under our FIREARMS AUCTION SERVICE, we will be responsible for the below tasks to provide clients the best possible service.</p> <ul style="list-style-type: none"> • Pick up items from your location and transport to one of our secure Processing Centers • Scan everything into our system for complete chain-of-custody tracking • Inspection of weapons to confirm they are legal for sale (not fully automatic, obliterated serial number, etc.) • Image, clean, sort, authenticate, and assess the item conditions • Destruction of weapons that are not legal for sale • Biohazard Firearm Cleaning Service offered, which ensures the firearm is desirable/saleable • Conduct online auctions on our website, eGunner.com • Transfer firearm to local FFL Dealer for winning bidder to pick up following all local, state, and federal regulations • Handle customer support, collect the winning bidder's payment • Provide consistent marketing support • Remit proceeds to your preferred location • Provide a detailed audit trail to track your items • Additional Added Service: Return of lost/stolen items when citizens prove an item is rightfully theirs <p>Under our VEHICLE & EQUIPMENT AUCTION SERVICES, we will be responsible for the below tasks to provide clients the best possible service:</p> <p>HAUL-AWAY AUCTION SERVICES</p> <ul style="list-style-type: none"> • Tow assets from your storage location • Conduct a live or live-online auction that reaches a local, national, and international audience of bidders • Handle customer support and payment collection from the winning bidder • Remit the proceeds to your preferred location based on your jurisdiction's rules and regulations • Provide a detailed audit trail to track your assets • Public inspections held off your premises - reducing liability and risk of lawsuits • Facilitate title and registration transfer and pick up of asset • Full transparency of current and historic records from manifest to purchase <p>IN-PLACE AUCTION SERVICES</p> <ul style="list-style-type: none"> • List your assets and apply our auction expertise to optimize proceeds • Conduct online auctions that reach our 2.2+ million registered bidders • Handle customer support, collect payment from the winning bidder, and coordinate asset pick up • Remit the proceeds to your preferred location based on your jurisdiction's rules and regulations • Provide a detailed audit trail to track your assets • Full transparency of current and historic records from manifest to purchase
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47	Describe the agency's role and responsibilities for each service you are proposing.	<p>We know that our Clients have more mission critical tasks to complete than auctioning property and evidence, vehicles and equipment, and firearms and firearm accessories. That is why we have developed online auction services where we handle the majority of the work – from our full services solutions, to listing service options.</p> <p>Under our PROPERTY & EVIDENCE/SURPLUS AUCTION SERVICES, agencies will be responsible for the following tasks:</p> <ul style="list-style-type: none"> • Bar code and manifest items to allow complete audit trail • Contact PropertyRoom.com Client Success Team with item information and pickup instructions • Facilitate pickup of manifested items on the designated pickup day and time <p>Under our FIREARMS AUCTION SERVICES, agencies will be responsible for the following tasks:</p> <ul style="list-style-type: none"> • Bar code and manifest items to allow complete audit trail • Contact PropertyRoom.com Client Success Team with item information and pickup instructions • Facilitate pickup of manifested items on the designated pickup day and time <p>Under our VEHICLE & EQUIPMENT AUCTION SERVICES, agencies will be responsible for the following tasks:</p> <p>HAUL-AWAY AUCTION SERVICES</p> <ul style="list-style-type: none"> • Contact PropertyRoom.com Client Success Team with asset information and pickup location • Send sale documents to designated location for auction preparation of assets <p>IN-PLACE AUCTION SERVICES</p> <ul style="list-style-type: none"> • Contact PropertyRoom.com Client Success Team with 30 images and a description of your assets • Execute pick up of asset and title/registration transfer to winning bidder
48	Describe your process for assessing market value of the items to be auctioned (where applicable).	<p>The nature of an auction allows the market at the time of auction to determine the market value of an item. In addition to our vast in-house knowledge, we provide at no cost to our Clients authentication services for high-end items like jewelry, watches, handbags, artwork, collectibles and coins with specialists, like our on-retainer GIA-certified analyst and independent third-party GIA & Entropy specialists. For precious metals, we use our Niton DXL Precious Metal Analyzer machine, to authenticate high value items.</p> <ul style="list-style-type: none"> • We also take security seriously and utilize disk erasure/destruction utilizing a DoD 5220.22-M wipe pattern used by many branches of the U.S. Government, restore to original factory settings, or other processes for electronics when appropriate.at no additional cost to our clients. These value-added services optimize and assess market value of items. <p>As mentioned above, PropertyRoom.com has significant amounts of market data to support actual market values of the majority of items and item classes received in for our robust line of auction services.</p>
49	Describe your post-auction settlement process and any other special services offered (shipping, storage, etc.).	<p>PropertyRoom.com, or our haul away partner, conducts the online auction and collects payment from the winning bidder/buyer.</p> <ul style="list-style-type: none"> - For Property & Evidence auctions, PropertyRoom.com packages and ships items directly to the buyer, or coordinates pick up at one of our facilities. - For Haul-Away auctions, PropertyRoom.com coordinates the pick-up of the asset (and related documents) between the Winning Bidder and our Partner. - For In-Place, PropertyRoom.com coordinates pick up of the asset between the Winning Bidder and the Agency (where the asset is located). <p>Monthly, PropertyRoom.com sends the Agency their portion of revenue earned the previous month (either by check or via Agency's preferred method) and closes transactions on PropertyRoom.com's proprietary tracking and reporting platform, AgencyWeb, for a complete and transparent audit history.</p> <p>Also, AgencyWeb serves as a means of accessing financial information for the Client. After month-end reconciliation, the system offers the most recent account information, including check amount and supporting detail. Further, AgencyWeb delivers historical data, allowing reporting of account information, such as monthly payments prior to the most recently concluded month. We provide continuous training on the use of Agency Web to contracted agencies.</p> <p>An additional added service is PropertyRoom.com's willingness to work with the Agency for the return of lost or stolen assets when citizens prove any asset on our site is rightfully theirs.</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	While PropertyRoom.com does not possess WMBE or SBE accreditations ourselves, we do make a commitment to utilize such business enterprises as suppliers of services for us in fulfilling our existing contracts. For example, through our partner, Insurance Auction Auctions, Inc., (IAAI), we utilize a WMBE-accredited towing contractor; we also make efforts to source fuel suppliers, temporary labor, and other goods and services we require from WMBE and SBE entities. *
51		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	see provided MWSDBE Exemption Request document used for this requirement in RFPs
52		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	see provided MWSDBE Exemption Request document used for this requirement in RFPs
53		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	see provided MWSDBE Exemption Request document used for this requirement in RFPs
54		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	see provided MWSDBE Exemption Request document used for this requirement in RFPs
55		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	see provided MWSDBE Exemption Request document used for this requirement in RFPs
56		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	see provided MWSDBE Exemption Request document used for this requirement in RFPs
57		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	see provided MWSDBE Exemption Request document used for this requirement in RFPs
58		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	see provided MWSDBE Exemption Request document used for this requirement in RFPs

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.	<p>As an online auction company, PropertyRoom.com retains a commission percentage of each auction; therefore, the Client will not have to remit payment to us under any terms.</p> <p>PropertyRoom.com employs the same standard reconciliation and payment process for 100% of its Clients. Once a month, PropertyRoom.com reconciles all auction items closed and paid for the previous calendar month and prepares payment to Clients. We disperse proceeds through the Clients preferred method, such as mailing checks, ACH, or wire transfer, for Client net proceeds based on the reconciliation for the previous calendar month auction results.</p> <p>For our Bidding-Customers, payments may be made via credit card, PayPal, or wire transfer (processed immediately for credit card or PayPal, and up to 72 hours for wire transfers).</p>

60	Describe any leasing or financing options available for use by educational or governmental entities.	PropertyRoom.com provides service solutions that are revenue generating opportunities for Clients, so there is no need for leasing or financing options in order to utilize our service solutions. This frees up any need to find money in the agency's budget in order to utilize our services. We remit net proceeds to Clients on a monthly basis.	*
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.	At the time of confirming a relationship with a Client, PropertyRoom.com has a standard agreement to offer the potential client. Currently, this agreement includes an addendum "PRC Sourcewell Fees & Services Addendum". See our uploaded document: "PRC 2021 Asset Disposition Services Agreement and Fees Addendum_SOURCEWELL No. 012821_0723.pdf" (This document will be updated upon being awarded a new Sourcewell contract number.)	*
62	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	As an online auction company, PropertyRoom.com offers a revenue share model where we retain a commission percentage of each auction; therefore, the Client will not have to remit payment to us nor use a P-card.	*
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 Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>PropertyRoom.com has a revenue share model for online auction services. We keep a commission percentage of the winning bid of an item if it sells – there are no upfront costs.</p> <p>We do not charge listing fees for individual auctions, training fees, start-up costs, advertising costs, or fees for our value-added services. For example, on our Portables Auction Service, we pick up items, audit, image, write descriptions, authenticate internally and/or with third party specialists, perform disk erasure, provide refurbishment on certain items, etc. All of this is included in our simple, revenue share model.</p> <p>We offer online auction services, and not products with products, parts, and labor, we do not have SKUs for our service solutions proposed in this RFP response.</p> <p>PropertyRoom.com has not changed our pricing model since 2001; thus, allowing all of our Agencies to experience a consistent cost in doing business with us.</p> <p>Please see below for our pricing breakdown by service proposed in this RFP response:</p> <p>PROPERTY & EVIDENCE/SURPLUS DISPOSITION SERVICES</p> <ul style="list-style-type: none"> • Sourcewell Member Discounted Pricing: 50% of the first \$1,000 of the Winning Bid, and 25% of the Winning Bid portion that exceeds \$1,000 for all items. This way the Agency gets to keep more of the proceeds for higher valued items. (Compared to Non-Sourcewell Pricing: 50% of the Winning Bid for entire winning bid) <p>FIREARMS AUCTION SERVICES</p> <ul style="list-style-type: none"> • Sourcewell Member Discounted Pricing: 50% of the first \$1,000 of the Winning Bid, and 25% of the Winning Bid portion that exceeds \$1,000 for all items. This way the Agency gets to keep more of the proceeds for higher valued items. (Compared to Non-Sourcewell Pricing: 50% of the Winning Bid) <p>VEHICLE & EQUIPMENT AUCTION SERVICES</p> <p>Haul-Away Auction Service</p> <ul style="list-style-type: none"> • Sourcewell Member Pricing: 12.5% of the Winning Bid (Compared to Non-Sourcewell Pricing: 12.5% of the Winning Bid) <p>In-Place Auction Service</p> <ul style="list-style-type: none"> • Sourcewell Member Discounted Pricing: 2.5% of the Winning Bid. (Compared to Non-Sourcewell Pricing: 5% of the Winning Bid.) <p>See our Pricing: - PropertyRoomcom_Sourcewell_PricingModel2025.pdf - for this information as well.</p>	*

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.	<p>As noted, our pricing is a revenue share model where we keep a commission percentage of the winning bid of an item if it sells – there are no upfront costs.</p> <p>We have discounted our commission percentage for Sourcewell Participating Entities for many of our auction services approximately 25% to 50% of our standard commission percentage.</p>	*
65	Describe any quantity or volume discounts or rebate programs that you offer.	<p>PropertyRoom.com offers online auction services, and not products with parts and labor; therefore, we do not have any volume rebates or quantity discounts.</p> <p>Our pricing structure is already discounted to our government, educational and non-profit Clients due to our lower, negotiated rates with our partners. For example, when we negotiated with one of our larger partners for haul away services of vehicle and large equipment assets, we absorbed some of the usual and customary fees usually passed on to Clients by other auction companies including towing for the first thirty (30) miles and cleaning and preparation fees for vehicles. We continue to absorb these fees providing additional savings to our Clients.</p> <p>PropertyRoom.com has not changed our pricing model since 2001; thus, allowing all of our Agencies to experience a consistent cost in doing business with us.</p>	*
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.	<p>All fees are noted in the pricing section of this proposal. Our main commission is a percentage of the winning bid, but we detail any potential fees depending on the service level requested.</p> <p>In our Haul-Away Services solution for Client vehicle and large equipment assets, we note in our pricing that medium and heavy tows that may require additional tow equipment beyond a standard vehicle transporter. These will be billed at cost based on quotes received from local tow providers under our subcontractor.</p>	*
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>PropertyRoom.com strives for a simple, and straightforward revenue share pricing model as described in question 53. We do not charge for many of our value-added services for example, on our Portables Auction Service, we pick up items, audit, image, write descriptions, authenticate internally and/or with third party specialists, perform disk erasure, provide refurbishment on certain items, etc.</p> <p>However, there are a some additional charges that are listed below and are mainly a result of pass-thru charges from our subcontractors. These fees would be deducted from Client Net Proceeds to maintain our revenue share pricing model and eliminate any additional invoicing.</p> <p>ALL AUCTION SERVICES</p> <ul style="list-style-type: none"> • Payment Processing Cost (“PP Cost”) <p>What: This is a portion of the fee to process payment. For example, credit card fees.</p> <p>Fee Amount: 3% of the Sales Price (includes Winning Bid plus shipping and handling, shipping insurance and sales tax paid by a buyer)</p> <p>PROPERTY & EVIDENCE/SURPLUS DISPOSITION AUCTION SERVICES</p> <ul style="list-style-type: none"> • Shipping or Fuel Surcharge Fee <p>What: We charge a small fee to get your items to us either by shipping via common carrier or picked up by us</p> <p>Fee Amount:</p> <ul style="list-style-type: none"> - If items are transported via common carrier and not picked up by us, a portion of the shipment cost will be deducted from Client Net Proceeds. - If items are picked up by us, a fuel surcharge will be deducted from Client Net Proceeds for each picked up Manifest. <p>This Fuel Surcharge is determined by quarterly retail diesel prices, as published by the U.S. Energy Information Administration. There is no Fuel Surcharge if the Retail Diesel (per gal) is lower than \$2.50/gal. There is a \$12.40 fee for every \$0.50 per gal change in Retail Diesel (e.g. \$2.50 to \$2.99 is a \$12.40 fee, \$3.00 to \$3.49 is a \$24.80 fee, etc.). This fee is divided across locations and/or subaccounts</p> <p>picked up same day.</p>	*

		<p>FIREARMS AUCTION SERVICES</p> <ul style="list-style-type: none"> • No additional fees <p>VEHICLE & EQUIPMENT AUCTION SERVICES</p> <p>IN-PLACE AUCTION SERVICES</p> <ul style="list-style-type: none"> • No additional fees <p>HAUL-AWAY SERVICES</p> <p>Towing</p> <ul style="list-style-type: none"> - Light Tow - \$10 for every 10 miles over the first 30 free miles - Medium/Heavy Tow - Billed at cost by subcontractor <p>Re-list/Re-run</p> <ul style="list-style-type: none"> - \$35.00 per additional re-list on 4th attempt onward due to any type of Client imposed bidding restriction (e.g., reserve price not met); <p>De-identification</p> <ul style="list-style-type: none"> - \$20.00 / quarter hour <p>Decal Removal</p> <ul style="list-style-type: none"> - \$20.00 / quarter hour; \$45.00 minimum charge per vehicle (\$45.00 maximum charge per vehicle for Light Duty Vehicles) <p>Storage – light and medium duty</p> <ul style="list-style-type: none"> - \$3.00 / day over 30 days past pickup date only if due to Client imposed issue (e.g., reserve price not met or title issue); (Compared to Non-Sourcewell Member Pricing: \$5.00 / day over 30 days past pickup date) <p>Storage – heavy duty</p> <ul style="list-style-type: none"> - \$5.00 / day over 30 days past pickup date only if due to Client imposed issue (e.g., reserve price not met or title issue) (Compared to Non-Sourcewell Member Pricing: \$8.00 / day over 30 days past pickup date) <p>See our Pricing: PropertyRoom.com_Sourcewell_PricingModel_2025.pdf - for this information as well.</p>	
68	<p>If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.</p>	<p>PropertyRoom.com offers online auction services, and not products with products, parts, and labor, we do not have any delivery costs to the Sourcewell member.</p> <p>However, we do have a shipping fee for items shipped to us or a Fuel Surcharge for items that are picked up as described in question 67 above.</p>	*
69	<p>Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.</p>	<p>As noted in Q67 & 68, PropertyRoom.com offers online auction services, and not products with products, parts, and labor, we do not have any delivery costs to the Sourcewell member.</p> <p>However, we do have a shipping fee for items shipped to us or a Fuel Surcharge for items that are picked up as described in question 67 above.</p>	*
70	<p>Describe any unique distribution and/or delivery methods or options offered in your proposal.</p>	<p>PropertyRoom.com provides multiple service solutions nationwide, but there are no products for delivery. We provide our services nationwide and work with Clients and potential Clients to find the best solution for all.</p>	*
71	<p>Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.</p>	<p>PropertyRoom.com maintains the account management for all Clients, even when working with a subcontractor so we can ensure complete accuracy in pricing and reporting for our Sourcewell contracts. We are the Primary and Sole Point of Contact with our Clients and control all Client payments. We internally track all Clients that have utilized Sourcewell as the contract vehicle in our Client Relationship Manager (CRM) database which holds all the information on each Client, and our system's processing payments based on the assigned contract.</p> <p>PropertyRoom.com's contract administrator cross references and verifies the Sourcewell Client list when preparing the quarterly sales report to Sourcewell to ensure all Clients under Sourcewell are included.</p>	*

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>PropertyRoom.com's Sales Team offers our Sourcewell terms to all applicable prospective clients (those that are Sourcewell members). We expect that the majority of new accounts added to our system continue to be under the Sourcewell contract. Our goal is to continue at 90% or greater of new clients to be under Sourcewell. Our goal is 100% renewal clients to be under Sourcewell as the agreements come up for renewal in our database which is a metric we track regularly.</p> <p>We monitor the success of the Sourcewell contract by analyzing the percentage of Sourcewell Participating Entities that are Prospects and Clients, as well as the revenue generated, and number of auctions compared to non-Sourcewell contracts.</p>	*
73	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell 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.	We propose to stay with the 2% administrative fee payable to Sourcewell and calculated as a percentage of the net service revenue we receive from agreements executed under the Sourcewell national contract awarded as a result of this RFP.	*

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.	PropertyRoom.com has not changed our pricing model in over four years, and continue to provide the same discount to our Sourcewell clients.

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

Line Item	Question	Response *
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<p>75</p>	<p>Provide a detailed description of all the Solutions offered, including used, offered in the proposal.</p>	<p>PropertyRoom.com offers a variety of online auction service solutions to agencies, municipalities, and organizations nationwide to serve our Client's needs and requirements.</p> <p>Ranging from full-service pick up/haul away, ship to us, to in-place (at your location) online auction solutions, we handle the auctioning of a variety of item types like property and evidence, vehicles and equipment, and firearms and firearm accessories. We aim to provide the best-in-class solutions to eliminate clutter, reduce storage and handling costs, safely and securely liquidate items, increase proceeds, and employ chain-of-custody practices for all our 4,400+ clients.</p> <p>PROPERTY & EVIDENCE/SURPLUS AUCTION SERVICES</p> <p>Our Property & Evidence/Surplus Auction Services is a streamlined process of auctioning seized, found, unclaimed, stolen, recovered and retired property online while maximizing sales. We handle everything from item pick up and evaluation to auctioning to post auction accountability. All our Client must do is place bar codes on assets for chain-of-custody and schedule the pickup – we'll handle everything else.</p> <p>PropertyRoom.com has auctioned everything from diamond rings, luxury watches, designer handbags, the latest in technology, rare collectibles, valuable coins, and gold, to digital cameras and more.</p> <p>In addition to 25 years' experience in auctioning items, we provide many value added services at no additional cost. For example, we complete a detailed evaluation/ authentication services for high-end items like jewelry, watches, handbags, artwork, collectibles and coins bringing in experts, such as our on-retainer GIA-certified analyst and independent GIA & Entropy specialists. For precious metals, we use our Niton DXL Precious Metal Analyzer machine, to authenticate high value items.</p> <p>We also take security seriously and utilize disk erasure/destruction utilizing a DoD 5220.22-M wipe pattern used by many branches of the U.S. Government, restore to original factory settings, or other processes for electronics when appropriate.at no additional cost to our clients.</p> <p>FIREARMS AUCTION SERVICES</p> <p>Our Firearms Auction Service handles the liquidation of a law enforcement or government agency's firearms, ammunition, and firearms accessories inventory by auctioning online on our partner website, eGunner.com, a secure, and leading, online firearms auction site available to bidders nationwide, 24/7/365.</p> <p>Unlike the traditional methodology of auctioning evidence/service firearms to an FFL dealer (which in turn resells to a dealer and eventually gets sold to an end-user), PropertyRoom.com auctions on a retail basis, utilizing our unique FFL to FFL network to sell direct to end-users. In addition to this unique process producing higher returns than traditional methods in most cases, we offer 100% compliance with ATF, and adhere to the local/regional/state/U.S. rules and regulations regarding the purchase of a firearm, including background checks and required waiting periods.</p> <p>We even pay for the cost of getting our Client's seized/confiscated/unclaimed firearms to us for preparation of auction sale to simplify the process even further.</p> <p>We do not just provide an auction solution to our clients, but many auction solutions in multiple industries to fulfill all the needs of our law enforcement and municipal clients. Our service offerings are vast and comprehensive so Participating Entities can work with one vendor for all auction services if that is their need. Our goal has always been to provide our clients with the best possible solution for any item they have been directed to send to auction.</p> <p>VEHICLE & EQUIPMENT AUCTION SERVICES</p> <p>PropertyRoom.com's Vehicle & Equipment Auction Services offers flexibility in options to best suit our Client's needs. We offer a "haul away" solution where we pick up the assets and store at a partner yard during the auction process and an "in place" solution for larger assets that do not lend themselves to truck transport.</p> <p>Our Haul-Away Auction Services auctions surplus vehicles and other equipment in online auctions without having to store them in place, at their facilities/lot locations. The process is easy to follow and requires very little effort from the Client, with frequent auctions to clear assets quickly and efficiently. We also partner with Insurance Auction Auctions, Inc. (IAAI), to offer a full-service solution for the public sector.</p> <p>Our In-Place Auction Services specializes in selling large pieces of property which do not lend themselves to truck transport. This service is built to auction larger surplus assets while minimizing efforts and increasing efficiency and revenue.</p>
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76	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Within this RFP category of Auction Services there are subcategories of solutions that we offer additionally:</p> <ul style="list-style-type: none"> - Property & Evidence/Surplus Online Auction Services - Firearms Online Auction Services - Seized, Stolen, Abandoned & Surplus Online Auction Services - Haul-Away Vehicle & Equipment Online Auction Services - In-Place Vehicle & Equipment Online Auction Services <p>These fall under the broader Sourcewell categories for: Administrative Services – Auction & Liquidation Fleet Related – Auction & Liquidation</p>
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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	not since COVID
78	Online auction services	<input checked="" type="radio"/> Yes <input type="radio"/> No	Property & Evidence/Surplus / Firearms / Vehicle & Equipment related services like authentication, processing, customer service, marketing, payment processing, towing, etc.
79	Live streaming auction services	<input type="radio"/> Yes <input checked="" type="radio"/> No	not since COVID
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	<p>PropertyRoom.com provides value added services to optimize and assess market value of items. Not only have we acquired a significant amount of internal knowledge on the value of items that we process and auction, but we also work with third-party evaluators like GIA, Entropy and others for high-value items to provide trust in & certification of the quality of such items to realize the true market value.</p> <p>We also take security seriously and utilize disk erasure/destruction utilizing a DoD 5220.22-M wipe pattern used by many branches of the U.S. Government, restore to original factory settings, or other processes for electronics when appropriate at no additional cost to our clients.</p> <p>We also provide the following value-added services:</p> <ul style="list-style-type: none"> - marketing & promotion - support and training - FAQs for both our Agency clients and Bidding clients - bidder registration -heavy equipment transportation (via our partner) -post auction settlement -auction-related storage and shipping options

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](#) - PropertyRoomcom_Sourcwell_PricingModel2025.pdf - Thursday November 14, 2024 13:30:58
- [Financial Strength and Stability](#) - PropertyRoomcom Financials23-24_Sourcwell.pdf - Thursday November 14, 2024 09:45:08
- [Marketing Plan/Samples](#) - PropertyRoomcom MARKETING.pdf - Monday November 11, 2024 10:17:43
- [WMBE/MBE/SBE or Related Certificates](#) - Sourcwell_PropertyRoomcom RFP24 MWSDBE Exemption.pdf - Thursday November 14, 2024 09:49:54
- [Standard Transaction Document Samples](#) - PRC 2021 Asset Disposition Services Agreement and Fees Addendum_SOURCEWELL No. 012821_0723.pdf - Monday November 11, 2024 12:02:43
- [Upload Additional Document](#) - PropertyRoomcom_Sourcwell_Sales Presentation2024.pdf - Wednesday November 13, 2024 16:11:42
- [Requested Exceptions](#) - Sourcwell RFP24_PropertyRoomcom No Requested Exceptions Stmt.pdf - Thursday November 14, 2024 10:03:04

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. - Diane Wade, Project Coordinator, PROPERTYROOM.COM, INC.

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