

**Solicitation Number: 012821****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and The Public Group dba Public Surplus, 3520 North University Avenue, Provo, UT 84605 (Vendor).

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

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

1. TERM OF CONTRACT

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

3. PRICING

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

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

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

11. LIABILITY

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

12. GOVERNMENT DATA PRACTICES

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

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:
\$2,000,000

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

Minimum Limits:
\$2,000,000 per claim or event
\$2,000,000 – annual aggregate

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

Minimum limits:
\$2,000,000 per occurrence
\$2,000,000 annual aggregate

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

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

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

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

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

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. CANCELLATION

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

Sourcewell

The Public Group dba Public Surplus

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Director of Operations & Procurement/CPO
Date: 3/17/2021 | 11:31 AM CDT

DocuSigned by:
Zackary Corbett
C85D3B116E2E4CF...
By: _____
Zackary Corbett
Title: Product Manager
Date: 3/18/2021 | 10:44 AM CDT

Approved:

DocuSigned by:
Chad Coauette
7E42B8F817A64CC...
By: _____
Chad Coauette
Title: Executive Director/CEO
Date: 3/18/2021 | 10:47 AM CDT

RFP 012821 - Auction Services with Related Solutions

Vendor Details

Company Name: The Public Group
Address: 3520 North University Avenue
Provo, UT 84605
Contact: Zackary Corbett
Email: zackaryc@thepublicgroup.com
Phone: 801-932-7000 153
HST#:

Submission Details

Created On: Sunday December 27, 2020 11:38:16
Submitted On: Sunday January 24, 2021 23:21:36
Submitted By: Zackary Corbett
Email: zackaryc@thepublicgroup.com
Transaction #: 125a84bc-4738-4b74-b8a3-bd51dd3b4cce
Submitter's IP Address: 71.47.232.220

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	The Public Group dba Public Surplus
2	Proposer Address:	Physical Address: 3520 North University Avenue Provo, Utah 84605 Mailing Address: 404 Topaz Drive Santaquin, UT 84655
3	Proposer website address:	www.publicsurplus.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Zackary Corbett Product Manager zackaryc@Thepublicgroup.com 801-932-7000 x 153
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Zackary Corbett Product Manager 404 Topaz Drive Santaquin, UT 84655 zackaryc@Thepublicgroup.com 801-932-7000 x 153
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>The Public Group, LLC, is a privately owned company with one owner, Derek MacFarland. We are pleased to respond to the request for proposal from Sourcewell for Online Auction Services and offer our solution to the auction services needed for the cooperative. We understand that the coop desires a response in providing auction services.</p> <p>The Public Group offers an acclaimed online auction application, Public Surplus, which will allow any agency to enjoy significant returns from the sale of excess property while minimizing associated costs. This application is designed to meet the unique needs of government agencies. Public Surplus is the most comprehensive and easy-to-use online auction service available.</p> <p>With over 20 years of experience in online auctions we have a proven record of providing online auction services to over 6,000 agencies including group entities, Cities, Counties, States, and School Districts. This includes numerous contracts in place in which the optional extensions have been executed until they were exhausted and required to go out to bid again. We have a very strong presence in all 50 States. We also have representatives strategically located all over the Country in 14 States in order to best support our clients.</p> <p>We focus on doing business with clients that are innovative and see the benefit of using online auctions from an economic and staffing standpoint. Our dedicated sales and support staff attend government trade shows and discuss our services and the benefit of online auctions via telephone with government clients. We do not expand our sales business beyond that which our support staff can handle. Our growth comes from providing the best customer support in the industry. Many of our new clients are word of mouth referrals that come to us from other users of our system. As the nation continues to adopt online practices for bidding and auction processes, The Public Group will continue to be the leader in the industry assisting agencies every step of the way.</p> <p>The Public Group's online auction application, Public Surplus, is completely web-driven. The only requirement any agency will need to manage for conducting an auction is to supply digital pictures of the items to be sold and upload them via a web browser. The Public Group will supply a dedicated customer support representative to provide onsite assistance with the loading of assets to the auction site if the group requires assistance.</p>	*
8	What are your company's expectations in the event of an award?	<p>In the event of an award we would expect to implement a strong rollout plan partnered with Sourcewell in order to identify customers that we could begin notifying the contract award of and working on bringing them on board to use the contract.</p> <p>We would expect to work directly with area representatives of Sourcewell to figure out which agencies would provide the best opportunity early on and we would have group meetings to best decide how to approach those agencies.</p> <p>Public Surplus would also identify current customers that we have a list of that are looking for a strong cooperative contract to join and we would reach out to them immediately upon award to start bringing them onto the contract.</p> <p>We would expect to be able to leverage the strong Sourcewell name at tradeshow, presentations and summits in order to easier bring new client onto the contract. We have worked with cooperative groups in the past and understand the value they can bring a business like ours so we would begin working on agencies to join immediately and would continue to push the contract for the duration of the contract.</p>	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Information about this is attached as document "Sourcewell RFP - Financial Information".	*
10	What is your US market share for the solutions that you are proposing?	About 80% of our buyers reside in the United States. The other percentage of buyers mostly come from Canada, Central America and South America.	*
11	What is your Canadian market share for the solutions that you are proposing?	About 5% of our buyers reside in the Country of Canada.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No we have not. We are a private company with zero debt and very little overhead costs to run our business.	*

13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	We are service provider that brings buyers to sellers or any time of equipment or surplus that needs to be sold. We do not outsource any of our products or staffing as everybody that we work with are employees in the company and receive bonuses, commission, profit sharing based on how well the company does. So our sales and customer service teams are very much invested in making sure that our clients are happy and receive the best service in the industry. We have over 100 employees and these employees do various functions to insure the auction process is as smooth as possible for our agencies. We have a sales team dedicated to getting your account setup and created specifically how you want it. We have a telephone support team that will train all of our new clients, answer incoming phone calls with questions and also make outbound phone calls to our clients for quality control. We also have a chat and e-mail support team available 24/7 to assist agencies and/or buyers that need help at any time.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	We have a business license in order to perform business and transactions in all 50 states but no other licenses are required of us. Sometimes we will receive questions about an auctioneer license but because our company never takes possession of the items being sold that license is not required for our specific business model.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	We do not have any suspensions or debarment.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	N/A	*
17	What percentage of your sales are to the governmental sector in the past three years	Roughly 80% of our business was done selling for government sector agencies in the past 3 years.	*
18	What percentage of your sales are to the education sector in the past three years	Roughly 20% of our business was done selling for education sector agencies in the past 3 years.	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We have many contracts direct with government agencies. Below is a list of the most pertinent contracts that we have used for other agencies to piggyback on: Fairfax County, VA - Around \$3million/year City of Port St. Lucie, FL - Around \$1.5million/year City of Tucson, AZ - OMNIA Partners - Around \$6.5million/year State of Connecticut - Around \$2.8million/year State of Texas - Around \$7million/year	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	We do not work in federal surplus for GSA contracts, we focus on State and Local Government business.	*

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
City of Houston	Scott Erdo scott.erdo@houstontx.gov	(832) 393-9781	*
City of New York	Ismael Malave ismalave@dcas.nyc.gov	(718) 416-8716	*
State of Arizona	Gary Lowe glowe@azdot.gov	(602) 712-7284	*
City of Chicago	Steve Loboda Steve.Loboda@cityofchicago.org	(312) 907-0812	
County of Orange	Bryan LeFils Bryan.LeFils@occompt.com	(407-254-9335	

Table 5: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
State of Arizona	Government	Arizona - AZ	The State of Arizona has used our services since 2011. They have two major type of surplus departments, a general services group and the DOT. They have sold millions of dollars of surplus on our system since they have used us. Their General services department at one point was using a more local auction company and the prices they received were pennies on the dollar compared to our system so now the entire State uses Public Surplus to sell their equipment.	This agency has sold over 3,700 items on our website the past 3 years.	This agency has sold \$11,182,460.02 on our website the past 3 years
State of Texas	Government	Texas - TX	We were awarded a contract with the State of Texas the end of last year. We have been working with them and have sold everything from charges to a \$1million+ airplane they needed to sell. They are very happy with our services and the contract goes for one more year.	In the past year since using our system this agency has sold over 5,000 items on our website.	In the past year of using our system this agency has sold \$9,255,162.96 on our website.
City of Houston	Government	Texas - TX	We have been providing online auction services for the City since 2004. In the past 3 years we have sold around \$7million worth of surplus on our system for them. We provide our normal auction services for them and they are one of our best agencies with selling Jewelry and type of items that could have an appraisal associated with them.	This agency has sold over 3,800 items on our website the past 3 years.	In the past 3 years of using our system this agency has sold \$7,169,746.49 on our website.
Orange County	Government	Florida - FL	The County of Orange switched over to our system from a main competitor 2 years ago because they weren't receiving ample customer support that they felt they needed. They have used us for the past year selling over \$500k and are extremely pleased with the type of prompt customer service we provide them and prices we are getting them on their auctions.	This agency has sold over 1,000 items on our website the past 2 years.	In the past 2 years of using our system this agency has sold \$2,653,738.61 on our website.
County Ventura	Government	California - CA	We put the County as a pertinent reference because they not only sell their own surplus items on our website but they actually sell items for other agencies on our website, like the City of Santa Paula. They are a big group with lots of experience using our system and listing items with many different departments and groups. They have us provide customized things for them like the ability to ship items through our system and receive corresponding reports showing them information they need.	This agency has sold over 3,000 items on our website the past 3 years.	In the past 3 years of using our system this agency has sold \$4,623,538.64 on our website.

Table 6: Ability to Sell and Deliver Service

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 *
23	Sales force.	<p>We have a strong sales force that will be able to push the Sourcewell contract to all potential participating agencies without any sort of issue. Below is information about our sales manager, Don Clayton, and his experience.</p> <p>Don Clayton - Sales Manager: Has 25 years working with government selling software specific solutions to Federal, State, and Local governments. He has been very instrumental in Software solutions customized to solve specific problems for government agencies like the City of Houston, The State of Texas and The State of Florida. He is in charge of overseeing the entire sales operation of our company. The decision maker on what sales rep areas are and the size of agencies each of the sales reps are able to handle. Also the first decision maker on if we will be responding to an agency RFP or not. He is in charge of monitoring phone calls and productivity of the sales staff.</p> <p>We also have 6 Area Sales Reps and 12 Sales Development Representatives located all strategically located throughout the United States.</p> <p>We will be attaching a company sales force breakdown in our uploaded document "Sourcewell Response Document".</p>
24	Dealer network or other distribution methods.	We do not work with dealers or distributors, our business model does not require that. *
25	Service force.	<p>We have a strong service force that will be able to push the support the Sourcewell contract to all potential participating agencies without any sort of issue. Below is information about our Customer Service manager, Zack Corbett, and his experience.</p> <p>Zack Corbett - Customer Service Manager: Has an MBA from the University of Massachusetts. Has 15 years of experience in business and 9 years working with Public Surplus. Zack is In charge of overseeing the overall Public Surplus system. He oversees the Customer Service and Auction Technician teams of our company. He also makes sure that the website is functioning properly from a IT standpoint, is also in charge of decisions on new website enhancements and feature building.</p> <p>Pertaining specifically to the Sourcewell, Zack will be the main point of contact for all things related to the RFP, negotiation and contract in the system. If the contract is awarded he will be the point to make sure all training, support and marketing is done correctly throughout the term of the contract. He will continue to be a main point of contact for the State throughout the term of the contract.</p> <p>We also have 5 Customer Service Reps, 5 Auction Technicians and 14 E-mail/Chat service reps to help any clients at any time of day.</p> <p>We will be attaching a company service force breakdown in our uploaded document "Sourcewell Response Document".</p>
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>We provide top of the line phone, e-mail and chat support with our customer service. Each agency that uses our system is assigned a local area representative that they can reach via phone, cell phone or e-mail at any time. These service reps also make outbound calls to our current clients in order to talk with them and make sure that our service is meeting their needs.</p> <p>In addition to assigned service reps we have 24 hour chat support on our website with agents available to help clients with any questions they have. This is a very easy section to find and an example of this is found on "Sourcewell Response Document".</p> <p>Lastly, we offer on site auction technician reps that can go and actually create the auction for our clients if a client is not able to create the auctions themselves. We have a solution and service model for any agency depending on what their needs are.</p>
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We are able and willing to provide our website to any agencies in the United States. We will task our sales team to speak about the Sourcewell contract in their sales calls into potent new clients. We will also task our support team to talk with current clients that are using our system to see if they have a desire to join the Sourcewell contract. *

28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are able and willing to provide our website to any agencies in the Canada. Please see the response to the rollout process above for agencies in the United States which will be the same in Canada.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	N/A. We are able to service all areas of Canada and the United States.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	N/A. We are able to service all participating entity sectors of the Sourcewell contract.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	No restrictions are required in these areas.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>As soon as the contract is awarded we will add information about the contract on our live "News" section and we will keep it up for the term of the entire contract as a piggybackable option for any agency that would like to use it.</p> <p>We will provide a specified location on our website that will show the Sourcewell agreement with all the required information above. Agencies can click on this agreement directly from our website. We will also have a specific URL page direction that can take customers through Sourcewell or see just information pertaining to our system with Sourcewell. We can agree to the terms above.</p> <p>We will also fully equip our sales and support teams with information about the Sourcewell contract so that in all of our phone calls to new clients and current clients we can speak with them about the Sourcewell contract. We will also create an e-mail marketing template that our reps can send out to all of our clients and potential clients.</p> <p>More information to be found in our uploaded "Sourcewell Response Document".</p>	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>We allow our agencies to use Facebook, Twitter, Instagram, etc to connect directly with our website so when they post an auction on Public Surplus they can also post it to their own agencies social media platform. We will be showing an example of this on our uploaded document.</p> <p>In addition, we have a state of the art Buyer's APP that anybody can download on their phone and access auctions, bid on auctions and pay for auctions all from the ease of their cell phones. We do not believe any of our competitors have a buyer's application at this time.</p>	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Based on the structure of Sourcewell we truly like the idea that we get to speak with the end users directly about the contract. We have a sales team built to promote and sell our service and contracts so to be frank we do not expect alot of promoting from Sourcewell. The items we would expect from sourcewell would be:</p> <p>Recognition of contract with our agency on Sourcewell's website. Recognition of contract with our agency at future conferences or meetings that Sourcewell will be attending. Recognition of contract with our agency on rollout of contract, preferably an e-mail to potential clients of Sourcewell.</p>	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	No our service really isn't something that would translate to an e-procurement ordering process. Any agency can simply use our system as much or as little as the want by accessing the internet.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
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36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Our system is very easy to use as long as our agencies have an internet connection but we do provide remote (and in person if needed) training for clients that use our service.</p> <p>Public Surplus has all the necessary tools for the entire online auction process. We have an easy use interface that allows the agency user to create the auction, add the verbiage, images and/or videos you need as well. as including the necessary tax fees.</p> <p>The options are many, you can add the sales tax and fees, use our tool to automatically generate the information of a vehicle using its VIN number, create prequalified bidder auctions for when an agency needs to sell restricted sale items (for example, when including firearms in your auctions). You can also include several auction contacts (agency users) in the auction that will be notified of questions made by bidders, the auction status (when the release is made, when it closes, the final price). You can also create a Dutch auction, which is plural number of items that the agency needs to put in one single auction. You can set a reserve price, the opening price, and many other features that allows the agency to have an easy pathway when creating or editing an auction.</p> <p>The agency controls everything: Buyer Terms & Conditions, auction creation, auction release, payment terms, pick up terms, editions, retractions, Public Surplus will automatically notify your bidders about any changes or retractions. an agency Copy or relist an auction with just a click. Our reserve price functionality allows you to list an item for sale on Public Surplus without being obligated to sell it for a price lower than your required minimum.</p> <p>Public Surplus integrates Questions & Answers functionality right into the auction page. Multiple agency contacts can respond to questions, which can be made available to all buyers. Auction listings can include pictures, documents and forms to provide additional information to buyers. Multiple locations can be included on the auction page, providing detailed information to your buyers. This benefits the agency because it lowers storage or transportation costs as the buyer can go directly to the location the item is stored and pick it up from there. Customizations allow you to communicate key information to your winning bidders automatically.</p> <p>Many states require that public agencies maintain audit-records detailing the disposition of every surplus item. Public Surplus satisfies this requirement by maintaining complete records of all transactions on our system. The history of each item listed for auction will be saved for up to seven years. Agencies have the ability to easily obtain a printed record of this information.</p> <p>Public Surplus provides the robust website and the extensive database of buyers that allows the agency to access it through a search tool, which will display the bidder's contact information (full name, phone number, address, email address, among other), as well as useful administrative functions for the agency as a tool to block the bidder and prevent them from participating in your agency's auctions, mark them as a tax exempt, add files (for example, documents that indicate that the bidder is tax exempt), include comments, and even be able to send messages within the same application. Below is an example of this buyer screen.</p> <p>Training and customer support are provided at no cost. However, Public Surplus is so easy to learn and use that it only requires a short amount of training. We include training sessions and demonstrations to the agencies, if they need them.</p>
37	Describe any technological advances that your proposed products or services offer.	<p>We have an auction creation APP that can be used on any mobile device. It takes away the work of taking a picture with a camera (or mobile device) and then having to go back to a computer and create all the auction information. This APP allows the agency to create the entire auction directly from the mobile device and send the auction directly to the "HELD" section where the agency or our company representative can review it and then release it out for sale. We would love to show this APP more in depth in a presentation format if possible as this really is a "game-changer" in the auction industry and cuts the time in half to create auctions. Many agencies that see this option instantly switch to using our service as we can save the agency a considerable amount of time in the auction creation process.</p> <p>Also, if an agency ever asks our auction technician to come out and create the auctions then they will use the APP. On another note, we have a buyer's APP that makes the bidding process for buyer's more simple and easy then ever before. We pride ourselves on being a leader in technology and the buyer's and sellers that use our service benefit greatly from this. Below is a snapshot of the two APPs in the APP store. You cannot access them without a user ID in our system though.</p> <p>We are attaching a screenshot of what this looks like on our uploaded document.</p>
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Because we are a fully online platform everything we do is "green". We do not require any paper and all information in the system is stored online so agencies can access whatever they need without printing off documentation. This goes from past auction data to reporting function which we show examples of in our uploaded document.</p>
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>We do not have any third-party issued eco-labels relevant to this requires.</p>

40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	We do not have any certifications for WMBE, SBE OR Veteran's businesses.	*
41	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>The biggest perks of what our system offers compared to other competitors out there are:</p> <ol style="list-style-type: none"> 1. We have a state of the art mobile APP that allows agencies to create auctions on their own mobile device without using any desktop computer. This saves an enormous amount of time for agencies with the auction creation and many large agencies have switched over to us from competitors because of this. 2. Our fees are lower then any comparable online auction company in the industry. Lower fees mean more money going back to the agencies using our services. 3. Public Purchase and Public Contract products. If agencies use Public Surplus they get two of our other products, an e-procurement system and a contract management system for FREE. No other auction company can help in these other verticals but this really separates us from the competition out there. 4. Internal Reallocation Internal Reallocation is something our system offers that allows you to offer your surplus items to other departments in your agency or other affiliated agencies before it is offered as a public auction. You can select how long you would like an item listed as Internal Reallocation by selecting the number of days (between 4 and 42) from the drop down menu under Time Frame. You can set a price for the item under Internal Price. If you would like to give the item away for free they can enter zero (0.00) in the Internal Price box. If an item has not sold before the end date it will automatically be released as a current auction. Note: Contact Public Surplus agency support for assistance in sending an invite to your internal reallocation listings to others in your agency or in affiliated agencies. 	*

Table 9: Warranty

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

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	We do not provide any materials, parts or labor for our system. We provide the website and we do warranty that our website will have a 99% uptime so that our agencies can use the system whenever they need. If we ever have scheduled downtime for maintenance we notify our customers at least 24 hours in advance.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No restrictions for website reliability warranty.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	We do not provide any equipment so we do not need to provide in person technicians.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcwell participating entities in these regions be provided service for warranty repair?	We do not provide any equipment so we do not need to provide in person technicians. Any technician work to be done will be done remotely over the internet.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	We do not provide any equipment on our end so equipment failure from other manufacturers would have to be covered by them.	*
47	What are your proposed exchange and return programs and policies?	Agencies can stop using our system at any time and since w do not charge them a fee there is nothing to return to them if they decide to not list on our website again.	*
48	Describe any service contract options for the items included in your proposal.	We do provide the option to have an auction technician come on site and create auctions for our agencies if they do not have time to do the work themselves.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	<p>We have multiple options for our agencies. We offer a net 7 (weekly) and net 30 (monthly).</p> <p>There are pros/cons to both options: Net 7 - Agency gets their payment sooner but if we have paid the agency their funds and they need us to issue a refund to a buyer on an auction for any reason then we are not able to refund the payment for them because they agency will have the money.</p> <p>Net 30 - Longer time to get payment but 30 day window for any refunds if the agency wants so we can issue the refund directly the buyers for the agency.</p> <p>We payout via ACH for free with either payment method. If the agency wants us to pay them out with a check instead of ACH then we do charge a 1% fee for the net 7 payment option.</p>
50	Describe any leasing or financing options available for use by educational or governmental entities.	<p>There is no need to lease or finance any equipment with our online auction platform because the only thing needed to auction the item off is a device to take pictures of items with and a computer to access the internet with.</p>
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	<p>We do not use any dealers for payment or financing options. We are setup to automatically report, payout and provide information to Sourcewell on demand. They can download reports from our website whenever needed an in addition to that we can e-mail out reports whenever needed. More information is found in the "Sourcewell Response Document" we will upload.</p>
52	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?	<p>We can accept P-Card procurement payment for invoicing purposes if the using agency wants to accept payment from the buyers and then pay us instead of having us accept payment from the buyers and then paying them. Agencies can access their invoices and pay them online on our website at any time. An example of what this looks like is attached on page ____ under item ____ of our response document.</p>

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Our pricing model is very simple for our agencies (and buyers) to understand. Below is a breakdown and we will also be attaching a document to the upload section.</p> <p>Auction Fee: 7% (Optional) Payment Collection Services: 3.5% (Optional) Auction Technician Services: 4% for vehicles/equipment or 8% for small value surplus.</p> <p>The agency can elect to pay these fees or pass the fees onto the buyer and have the buyer pay the fees in the form of a buyer's premium. The agency can also split the fees between themselves and the buyer if they would prefer to do that.</p>
54	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.	n/a
55	Describe any quantity or volume discounts or rebate programs that you offer.	<p>We will provide Sourcwell a 10% Rebate on all revenue we make from agencies using this contract.</p> <p>We also provide volume discounts on a sliding scale. On items over \$100,000 we offer a 6% auction fee instead of 7%. On items over \$500,000 we offer a 5% auction fee instead of 7%.</p> <p>If an agency is going to sell a piece of real estate on our website then we only charge 5% instead of our regular 7%.</p>
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	<p>The biggest nonstandard option we offer is use of our Full Auction Technician Service.</p> <p>With this service we will actually send a representative out to your location to create the auctions for you. We will post the items on the website, handle the questions and help arrange times for buyer's to pickup the items.</p> <p>Most agencies prefer to handle this process themselves but if an agency doesn't have the time or staffing to do this then they can have us take on this serve for a fee of 4% on vehicles/equipment and 8% on low value surplus.</p>
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	There are no additional costs for our system outside of our standard auction fee and then optional services of payment collections and auction technician.
58	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	We do not provide freight, shipping or delivery services. We encourage our agencies to require the buyer to pickup the items on site or have the buyer work with a transporter to remove the items and the buyer pay for that directly.
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We do not provide freight, shipping or delivery services. We encourage our agencies to require the buyer to pickup the items on site or have the buyer work with a transporter to remove the items and the buyer pay for that directly.
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	n/a

Table 12: Pricing Offered

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

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell.	<p>We have an automated system that tracks, reports and pays out cooperative group contracts. Within our system we will create Sourcwell as an agency and we will add any agencies as a part of your account that wish to join the contract.</p> <p>Sourcwell will then be able to quickly see any agencies that are part of the contract and will also be able to pull reports from our website at any time that shows total sales and rebate amount to be paid back to Sourcwell. We can also e-mail out these reports it needed.</p> <p>An example of what these reports look like can be found on our attached proposal document on page ___ under item _____. You can also download these reports into an excel file or PDF file if needed.</p>
63	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	<p>We offer a 10% rebate on all sales revenue our company makes from agencies selling on this contract.</p> <p>For example: If an agency sell \$1,000,000 and we charge a 7% fee, our company will make \$70,000. We will then rebate Sourcwell 10% on that amount which would be \$7,000. We can pay out this rebate Quarterly or Annually depending on what Sourcwell would prefer.</p>

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

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	We are going to upload a separate document for this truly breaking down what we offer. The document is titled "Sourcwell RFP - Description".
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	E-procurement, Contract Management, Auction Services, Surplus Disposal.

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

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

Line Item	Category or Type	Offered *	Comments
66	Online auction services	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our system is 100% online and we allow any Government agency to sell on our website. They can sell at their own convenience and can sell from any computer or mobile device.
67	On site live auction services	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
68	Live streaming auctions	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
69	Auction-related services	<input checked="" type="radio"/> Yes <input type="radio"/> No	We provide on-site auction technicians to come out and create the auctions for agencies that elect to use this service.

Table 15: Industry Specific Questions

Line Item	Question	Response *
69	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>For our internal metrics we measure the following items when it comes cooperative contracts:</p> <ol style="list-style-type: none"> 1. How many agencies are using it? 2. How many agencies are aware of the cooperative group we are working with and why would they NOT join it if they are not piggybacking the contract? 3. How much sales revenue are we receiving from agency on the contract? <p>We would never cancel a cooperative contract for under performance but those are the metrics we use to decide on a renewal or not.</p>
70	Describe your roles and responsibilities for each service you are proposing.	<p>We have outlined our standard plan—which includes what is needed from the agency and from our staff. These roles vary and are subject to change as needed and will encompass training staff if necessary on security, problem identification and problem resolution.</p> <p>The Public Group's Role</p> <ul style="list-style-type: none"> -Provide onsite or online auction training as needed to ensure the agency is comfortable as possible with the system. -Provide the buyers an easy-to-use system to bid on the items and provide all customer support for buyers as they attempt to bid on agency's items. -Provide an auction extension feature and marketing of items that will ensure we make more money for the agency than any other auction avenue available. -Provide a system that will make sure our buyers are qualified bidders and perform functions like a bid deposit that will keep buyer's accountable on the transactions they purchase. -Provide a payment collection service that will handle all payments from buyers on an agency's auction and remit the payment back to the agency on a Net30 cycle. -Provide constant improvements to the website that make the auction process easier for agency's and implement ideas that agency's may bring forth on their unique account. -Assist the agency with advertising items in their local newspaper as well as providing a logo link to bring more traffic to the agency's auctions. -Provide all website security measures and protocols to meet the rules and regulations that are needed during the government auction process. -Provide all report and audit functions that government agencies need including customizable reports they can access whenever needed. -Provide all customer support items an agency may need such as online chat, help tabs and a dedicated customer support representative. <p>Buyer's Role</p> <ul style="list-style-type: none"> -Register on our website and meet all of our qualification processes in order to be a user in our system. -Place bid or proxy bid on an item that will exceed the agency's reserve price and complete the bid deposit process. -Provide adequate and approved payment of items within 5 business days after the auction closes.
71	Describe the agency's roles and responsibilities for each service you are proposing.	<p>Agency's Role</p> <ul style="list-style-type: none"> -Setup users in the The Public Group's system that will have the permissions to create auctions and manage the auction system. -Provide pictures and descriptions of items that need to be sold. These description items include condition of item and VIN, hours or mileage if applicable. -Provide a location for buyers to be able to pick the items up. There can be multiple locations within an agencies account if needed. -Provide an auction contact person that will be available to view and answer any questions a buyer may ask about the item. -Provide the buyers with a pickup time for them to come and remove the property from the agency's location in a timely manner. -Provide the transfer of titles if needed on vehicle items.
72	Describe your process of assessing market value of the items to be auctioned (where applicable).	<p>With a platform like ours with hundreds of thousands of buyers the market really dictates what the value of an item is. If we receive multiple bidders on an auction then we generally feel solid about the price received. However, we also use certain tools like Kelly Blue Book and NADA to determine follow of rolling stock items.</p>

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

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

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

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

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

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

Yes No

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

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

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