

CONTRACT DOCUMENTS

**CITY OF LINCOLN, NEBRASKA,
LANCASTER COUNTY,
CITY OF LINCOLN - LANCASTER COUNTY
PUBLIC BUILDING COMMISSION**

**Annual Service
Auction Services
RFP No. 18-236**

**Purple Wave, Inc.
825 Levee Dr.
Manhattan, KS 66502
(785) 537-5057**

**CITY OF LINCOLN-LANCASTER COUNTY, NEBRASKA and
LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION
CONTRACT TERMS**

THIS CONTRACT, made and entered into by and between **Purple Wave, Inc., 825 Levee Dr., Manhattan, KS 66502**, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, and the Lincoln-Lancaster County Public Building Commission hereinafter called the "Owners".

WHEREAS, the Owners have caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

Auction Services, RFP No. 18-236

and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the Owners, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the Owners, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Responses, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the Owners have agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the Owners' award of this Contract to the Contractor, such award being based on the acceptance by the Owner of the Contractor's Proposal, or part thereof, as follows:

Agreement to full proposal

2. The Owners agree to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the Owners:

The Owners agree to a 10% Buyers Premium for Online Auctions, according to the Cost Proposal as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract.

3. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer;

recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. Termination. This Contract may be terminated by the following:
 - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 5.2) Termination for Cause. The Owners may terminate the Contract for cause if the Contractor:
 - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
 - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the Owners will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the Owners and employees of the Owners shall not be deemed to be employees of the Contractor. The Contractor and the Owners shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owners' employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
7. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln, Lancaster County, Nebraska and Lincoln-Lancaster County Public Building Commission. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions or any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the City" or "the County" or "Building Commission") it shall mean the "Owners" encompassing the City of Lincoln, Lancaster County and Lincoln-Lancaster County Building Commission. Notwithstanding the foregoing, the duties and obligations of the City, the County, and the Building Commission pursuant to the Contract shall be treated as divisible and severable duties and obligations, and default by any one of the City, the County, or the Building Commission shall not be attributed to any other of the Owners, but shall remain the sole obligation of the defaulting entity.
8. Audit Provision: The Contractor shall be subject to an audit and shall, upon request, make available to the Public Building Commission or a contract auditor hired by the Public Service Commission, copies of all financial and performance related records and materials related to this Agreement, as allowed by law.
9. Period of Performance. This Contract shall be effective upon execution by all parties. The term of the Contract shall be a one (1) year term with the option to renew for three (3) additional one (1) year terms.

10. Notwithstanding anything contrary to the Contract Terms, the attached documents comprise the Contract, and consist of the following:
1. Contract Terms
 2. Accepted Proposal/Response
 3. Insurance Certificate with Endorsements
 4. Addendums 1, 2 and 3
 5. RFP Document
 6. Cost Proposal
 7. Sales Tax Exemption Form 13
(Note: This form cannot be used for the WATER Division of the City of Lincoln. The WATER Division is taxable per Reg. 066.14A or applicable laws.)
 8. Notice to Proposers

The herein above mentioned Contract Documents form this Contract and are a part of the Contract as if hereto attached. Said documents which are not attached to this document may be viewed at: lincoln.ne.gov - Keyword: Bid - Awarded or Closed bids.

The Contractor and the Owners hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the Owners do hereby execute this contract upon completion of signatures on:

Vendor Signature Page
City of Lincoln Signature Page
Lancaster County Signature Page
City of Lincoln-Lancaster County Public Building Commission Signature Page

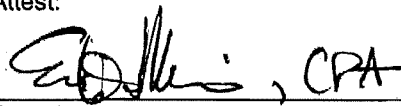
Vendor Signature Page

**CONTRACT
Annual Service
Auction Services
RFP No. 18-236
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Purple Wave, Inc.**

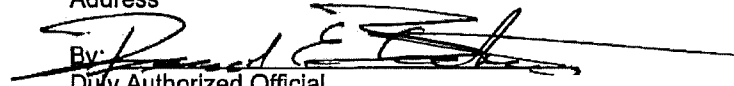
EXECUTION BY CONTRACTOR

IF A CORPORATION:

Attest:

 Seal
Secretary

Purple Wave, Inc.
Name of Corporation
825 Levee Drive, Manhattan KS 66502
Address

By: 
Duly Authorized Official
Vice President of Sales
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

Address

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

City of Lincoln Signature Page

**CONTRACT
Annual Service
Auction Services
RFP No. 18-236
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Purple Wave, Inc.**

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

City Clerk

CITY OF LINCOLN, NEBRASKA

Finance Director

Approved by Directorial Order No. _____

dated _____

Lancaster County Signature Page

**CONTRACT
Annual Service
Auction Services
RFP No. 18-236
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Purple Wave, Inc.**

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

Deputy Lancaster County Attorney

dated _____

**Lincoln-Lancaster County Public Building Commission
Signature Page**

**CONTRACT
Annual Service
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City of Lincoln-Lancaster County Public Building Commission
Purple Wave, Inc.**

EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

ATTEST:

Public Building Commission Attorney

Chairperson, Public Building Commission

dated _____

City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Sharon Mulder Asst Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68508	Address
Email	smulder@lincoln.ne.gov	Contact	Sharon Mulder Asst Purchasing Agent	Contact
Phone	(402) 441-7428 x			
Fax	(402) 441-6513 x			
Bid Number	18-236 Addendum 3	Department		Department
Title	Auction Services	Building		Building
Bid Type	RFP		Suite 200	Floor/Room
Issue Date	11/8/2018 02:05 PM (CT)	Floor/Room		Telephone
Close Date	11/21/2018 12:00:00 PM (CT)	Telephone	(402) 441-7428 x	Fax
		Fax	(402) 441-6513 x	Email
		Email	smulder@lincoln.ne.gov	

Supplier Information

Company Purple Wave, Inc
 Address 825 Levee Dr.

 Contact Manhattan, KS 66502
 Suzy McKee
 Department
 Building
 Floor/Room
 Telephone (785) 537-5057
 Fax (785) 539-5356
 Email suzy@purplewave.com
 Submitted 11/19/2018 10:31:53 AM (CT)
 Total \$0.00

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature Richard Bates

Email proposal@purplewave.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	RFP	I acknowledge reading, understanding and agree to the "Request for Proposal" document content and requirements.	Yes
2	Insurance Requirements and Endorsements	<p>Vendor agrees to provide insurance coverage for each checked box on the Insurance Clause document in the Bid Attachments including the submission of the Certificate of ACORD and the applicable endorsements.</p> <p>Insurance Certificate and required Endorsements are required at time of contract execution by the vendor.</p> <p>Vendors are strongly encouraged to send the insurance requirements and endorsement information to their insurance agent prior to bid close in order to expedite the contract execution process.</p>	Yes
3	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
4	Proposal Submission	<p>I have prepared and delivered/mailed the Request for Proposal (RFP) written responses to the address and attention of the agent listed in the RFP.</p> <p>Our physical copies for the RFP response includes all of the components as described below:</p> <p>One (1) Original (marked as "Original") Five (5) identical copies (each marked as "Copy") One (1) USB Drive that includes content that is identical to the hard copy RFP responses Note: All copies (original, copies and USB electronic file are to contain the same information)</p>	Yes
5	Bid Documents	I acknowledge and accept that it is my responsibility as a Bidder to promptly notify the Purchasing Department Staff prior to the close of the bid of any ambiguity, inconsistency or error which I may discover upon examination of the bid documents including, but not limited to the Specifications.	Yes
6	Contact	Name of person submitting this bid:	Richard Bates
7	Tax Exempt Certification Forms	Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and a Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby excluding the purchases of pipes to be installed in water lines and purchase of water meters.)	Yes

8	U.S. Citizenship Attestation	<p>Is your company legally considered an Individual or Sole Proprietor: YES or NO</p> <p>As a Vendor who is legally considered an Individual or a Sole Proprietor I hereby understand and agree to comply with the requirements of the United States Citizenship Attestation Form, available at: http://www.sos.ne.gov/business/notary/citizenforminfo.html</p> <p>All awarded Vendors who are legally considered an Individual or a Sole Proprietor must complete the form and submit it with contract documents at time of execution.</p> <p>If a Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Vendors lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.</p> <p>Vendor further understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the Contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. 4-108.</p>	NO
9	Electronic Signature	Please check here for your electronic signature.	Yes
10	Agreement to Addendum No. 1	<p>Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid.</p> <p>Reason: See Bid Attachments section for Addendum information.</p>	Yes
11	Agreement to Addendum No. 2	<p>Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid.</p> <p>Reason: See Bid Attachments section for Addendum information.</p>	Yes

Line Items

#	Qty	UOM	Description	Response
1	1	EA	This is to notify you that RFP 18-236 for Auction Services is available. Please prepare your written response and return your proposals as instructed in the RFP according to the specifications. Respond to the Attribute section (above) of this electronic bid and submit before the closing date and time. Also, you are required to enter a 0 for your response in this line item. If you have any questions, call 402-441-8103.	\$0.00

Item Notes:

Supplier Notes:

Response Total: \$0.00

www.purplewave.com



COPY



City of Lincoln, Lancaster County
City of Lincoln-Lancaster County Public Building Commission

Request for Proposal 18-236

AUCTION SERVICES

Submittal Date: November 21, 2018 - 12:00 p.m.



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SUPPLEMENTAL ATTACHMENTS

Cost Proposal	
Confidential Information	

COPY

EXHIBIT 1

If your company meets the minimum requirements as listed in this RFP under **Section I., F. ESSENTIAL QUALIFICATIONS AND EXPERIENCE**, then please complete this form and include copies in all hard copy responses (Include one in the Original and each of the hard copy Proposal responses) along with a copy in the USB Drive. Fill in your company name in the two areas listed below, sign and date.

I have read and understand the “**ESSENTIAL QUALIFICATIONS AND EXPERIENCE**” requirements as outlined. I declare that our company, **Purple Wave Inc.** meets all said requirements in the capacity of the Company and not through the experience of our sub-contractors or staffs’ experience acquired through previous employment at other companies.

Purple Wave Inc. was identified as the Contractor/Provider contractually responsible in contract agreements performing all the requirements as listed in the above referenced section of the RFP.

Further, our company understands and agrees that this form does not represent or replace any other submissions requested under **Section IV., B. 2. for EXPERIENCE, PROPOSED STAFF MANAGEMENT APPROACH AND SUBCONTRACTORS** for the evaluation. The sole purpose of this form is to declare that our company meets the minimum qualifications and experience for acting in the capacity of the responsible party and to ascertain our company, regardless of sub-contractors and former experience of employees, is eligible for consideration in this RFP process.

I am an authorized signer to represent our company on this proclamation.



Authorized Company Representative

11/19/2018

Date



Corporate Headquarters
825 Levee Drive | Manhattan, KS 66502
toll free 866.608.9283 | fax 785.539.5356
auction@purplewave.com

COPY

City of Lincoln/
Lancaster County Purchasing
Sharon Mulder
440 South 8th Street, Suite 200
Lincoln, NE 68508

October 16, 2018

RE: Purple Wave Auction Proposal

Dear Ms. Mulder,

Thank you for your time and consideration for RFP 18-236 Auction Services. I have included additional information on our auction process below. Please let me know if you have any questions I can answer for you.

Overview of Auction Service Provided

We will conduct a professional auction that achieves market values for your equipment. Several factors will determine the success of your auction.

1. Pre-Auction Planning

- Purple Wave works with you to discuss asset types and determine an appropriate auction date.
- Purple Wave assists in planning a customized timeline for your auction.
 - *Scheduling times to collect asset pictures and videos*
 - *Comprehensive marketing plan*
 - *Planning for asset inspections*
 - *Asset removal timeline*
 - *Title transfer requirements (clear titles, free of liens or with lender approval)*
 - *Timely auction settlement*

2. Creating effective public awareness of your auction.

- Purple Wave creates detailed online listings of your assets, and posts them to www.purplewave.com for bidding. We will provide you with a link to your assets so you can review them for accuracy or updates.
- Developing, executing, and funding an attractive marketing campaign including mass communication (trade publication ads, and general newspaper ads), targeted direct mail, and email marketing.
- Engaging bidders through direct outreach by our equipment and auction experts.
- Providing access to our community of 200,000+ registered bidders at purplewave.com.

continued next page

3. Maximizing bidder convenience for your auction.

- Conducting a “no reserve” auction encourages buyers to invest their time and effort investigating the assets and placing bids on Purple Wave’s industry-leading website.
 - *Because we are a no reserve auction, sellers, or those bidding on behalf of sellers, may not bid on the assets.*
- Allowing bidders to inspect, either in person or by proxy, from the moment the assets are posted on www.purplewave.com through the final day of the auction.
- Providing a full service Customer Support staff to assist bidders through the auction process, including payments and title assistance.
- Coordinating with buyers post-auction to provide a seamless and secure removal of assets.
- Completing this turn-key service, while adhering to a pre-determined timeline, to effectively engage the bidding community.

4. Purple Wave Auction Experience

- Purple Wave has over 100 full time employees dedicated to making your auction as successful as possible.
- Purple Wave has conducted thousands of successful auctions since our first in 2000.
- In the last 3 year period ending June 2018, Purple Wave has sold assets for 1000+ government entities in 11 different states totaling more than \$54 million. This includes key contracts with the State of Kansas, State of South Dakota, and Missouri Department of Transportation.
- Purple Wave Auction strives to be transparent with no hidden marketing fees or additional title transfer fees.
- In the last year, (October 2017-October 2018) Purple Wave has conducted 22 Government Auctions. The average number of bidders per Government Auction is currently over 900.

Thank you for your time, we welcome any questions you might have. Please feel free to reach out to us at any time.

Sincerely,



Richard Bates
richard.bates@purplewave.com
Vice President of Sales

Purple Wave Inc.
825 Levee Drive
Manhattan, KS 66502
866-608-9283 office
866-604-2264 fax

Purple Wave Auction Company Profile

Purple Wave Inc dba Purple Wave Auction
825 Levee Drive
Manhattan, KS 66502
785-537-5057

Purple Wave Auction, is the largest no-reserve Internet auction firm in the country, is transforming the way sellers reach buyers to turn assets into cash. Purple Wave specializes in liquidating equipment and vehicles through no-reserve public Internet auctions, providing the easiest and most straightforward way to buy and sell used equipment quickly and efficiently.

The Purple Wave approach to internet auction maintains the traditional auction experience for buyers and sellers, but affords the convenience that comes with the Internet. From marketing and listing your assets to selling and collecting payment, sellers benefit from a full-service experience. In addition, Purple Wave does not require equipment be moved from the seller's location which saves the seller time and money.

Hard work, integrity, and creativity have grown Purple Wave into the premier equipment and vehicle auction venue. Since 2000, Purple Wave has widely expanded its sales volume and reputation by:

- Focusing on providing trustworthy auctions
- Building an extensive bidding community
- Providing technology and systems that make buying and selling easy

The Purple Wave team consists of over 100 full time auction professionals, who have extensive backgrounds in agriculture, construction, government, banking and auction management.

I. PROJECT INFORMATION AND ESSENTIAL QUALIFICATIONS

Purple Wave has read and understands Section I Project Information and Essential Qualifications, letters A-F.

- A. PROJECT OVERVIEW
- B. PROJECT/BACKGROUND INFORMATION
- C. RFP DOCUMENTS
- D. AVAILABLE INFORMATION AND/OR IMPORTANT DOCUMENTS
- E. CONTRACT PERIOD
- F. ESSENTIAL QUALIFICATIONS AND EXPERIENCE:

II. PROCUREMENT PROCEDURE

Purple Wave has read and understands Section II Procurement Procedure, letters A-W.

- A. AFFIRMATIVE ACTION
- B. RFP APPROACH
- C. SELECTION COMMITTEE
- D. PROPOSAL PROCEDURE
- E. PROPOSER'S OFFER AND REPRESENTATION
- F. INDEPENDENT PRICE DETERMINATION
- G. PROJECT TIMELINE
- H. PROPOSAL SUBMISSION INFORMATION AND INSTRUCTIONS
- I. PROTECTION OF PROPRIETARY AND TRADE SECRET INFORMATION
- J. COPYRIGHT AND POSTING WAIVER
- K. RFP CLARIFICATION AND ADDENDA
- L. PRE-PROPOSAL CONFERENCE
- M. PRICES
- N. WRITTEN CLARIFICATIONS
- O. ORAL INTERVIEWS
- P. AWARD AND NEGOTIATIONS
- Q. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS
- R. ETHICS IN GOVERNMENT CONTRACTING
- S. DEVIATIONS FROM THE REQUEST FOR PROPOSAL
- T. ANTI-LOYBBYING PROVISION
- U. SITE VISITATION
- V. REFERENCE CHECKS
- W. ENTIRE AGREEMENT

III. PROJECT INFORMATION

Purple Wave reviewed this section and has prepared and submitted a "Technical Proposal" outlining detailed responses to items A. through E. within TAB 2 of this proposal.

IV. PROPOSAL SUBMISSION AND FORMAT

Purple Wave has read and understands Section IV PROPOSAL SUBMISSION AND FORMAT

- A. SELECTION AND EVALUATION FACTORS
- B. PROPOSAL SUBMISSION AND FORMAT

V. **PROJECT INFORMATION AND ESSENTIAL QUALIFICATIONS**

Purple Wave has read and understands Section V Contract Responsibilities.

- A. SELECTION AND EVALUATION FACTORS
- B. PROPOSAL SUBMISSION AND FORMAT

VI. **TERMS AND CONDITIONS**

Purple Wave has read and understands Section VI Terms and Conditions, letters A-O.

- A. CONFLICTING TERMS
- B. CONTRACT DOCUMENTS
- C. TERMINATION
- D. SUBJECT TO FUNDING / FUNDING OUT
CLAUSE FOR LOSS OF APPROPRIATIONS
- E. IMPLIED REQUIREMENTS
- F. CONTRACT MODIFICATION
- G. ASSIGNMENT
- H. LIQUIDATED DAMAGES
- I. LAWS
- J. SEVERABILITY
- K. LIVING WAGE
- L. INDEPENDENT CONTRACTOR
- M. STAFF QUALIFICATIONS
- N. OWNERSHIP
- O. CITY AUDIT ADVISORY BOARD

VII. **PAYMENT AND INVOICING**

Purple Wave has read and understands Section VII Payment and Invoicing, letters A-E.

- A. PROHIBITION AGAINST ADVANCE PAYMENT
- B. TERMS OF PAYMENT
- C. TAXES AND TAX-EXEMPT CERTIFICATE
- D. INVOICES
Please view **Appendix A** for a sample
of our Paid Invoice.
- E. INSPECTION AND APPROVAL

INSURANCE CLAUSE FOR ALL CITY OF LINCOLN, LANCASTER COUNTY AND PUBLIC BUILDING COMMISSION CONTRACTS

Vendors must provide coverage & documents related to the items with a check mark in Sections 1 – 1.9. This includes proof of coverage and waivers as required below.

All Vendors must comply with Sections 2-8.

Purple Wave has read and agrees to these insurance terms. Please see **Appendix G** for insurance certificate.

- 1. COMMERCIAL GENERAL LIABILITY
- 2. CANCELLATION NOTICE
- 3. RISK OF LOSS
- 4. UMBRELLA OR EXCESS LIABILITY
- 5. MINIMUM SCOPE OF INSURANCE
- 6. INDEMNIFICATION
- 7. RESERVATION OF RIGHTS
- 8. SOVEREIGN IMMUNITY
- 9. FURTHER CONTACT

TAB 1

Summary of Purple Wave's Experience

Purple Wave Auction has held the State of Kansas Administration contract since 2008. Since then, we have had the privilege to work with many government entities, some large, some small. We have expanded to several other states including Oklahoma, Missouri, Arkansas, Oklahoma and more. Although there are sometimes changes made in order to meet the needs of the entity, our fundamental process remains the same.

We work with the entities in order to create a partnership. We discuss the best auction plan, our Territory Managers and Auction Specialists work with the entity to make a professional listing, assets are uploaded onto a state of the art website and bids are accepted 24 hours a day, 7 days a week. We have a comprehensive marketing campaign each month and a full time staff ready to answer questions as needed. We have a dedicated Title Department to assist in transfer of ownership. After the auction we collect the funds from the buyers and remit payment to you in a timely manner. We work with you until assets are removed from your location and are available for any additional post auction questions you might have.

The City of Wichita and Johnson County, KS are similar to your RFP, although many others will also be able to give you an idea of our services.
Please see supplemental confidential attachment.

Summary of Purple Wave's Proposed Staff Management Approach and Subcontractors

- i. The proposer shall present a detailed description of its proposed approach to the management of the project.

In order to effectively manage this project, we will use our proven method of working with government entities.

Step 1: The City of Lincoln will let Purple Wave know they have items to auction.

Step 2: Purple Wave and the City of Lincoln discuss asset type and auction date.

Step 3: Purple Wave comes to City location to take pictures, write descriptions and collect titles if needed.

Step 4: Purple Wave posts asset information on www.purplewave.com.

Step 5: Bidders bid on asset until auction closes.

Step 6: Winning buyer is declared.

Step 7: Winning Buyers pay Purple Wave.

Step 8: Winning Buyers pick up assets.

Step 9: Purple Wave pays seller for assets.

Step 10: Purple Wave resolves any customer service issues that may arise.

- ii. The proposer shall provide information to substantiate that they have sufficient professional staff to meet proposed schedule. Proposer shall identify the specific professionals who will work on the Owner's project if their company is awarded the contract resulting from this RFP. The names and titles of the team proposed for assignment to the Owner's project should be identified in full, with a description of the team leadership, interface and support functions and reporting relationships. The primary work assigned to each person should also be identified.

The Auction Management team for the City of Lincoln-Lancaster County will be Aaron McKee, Richard Bates, Brian Hemphill, Scott Wiese, Todd Book, Brandon Grubbs and Amy Moore. **Complete contact information and title can be found on page 13.** In addition to this team, our in-house support staff is ready to help both you and our bidders with any bidding questions or title transfer questions. We have provided a complete organizational chart, **Appendix E** for your review.


Subcontractors

Purple Wave does not use subcontractors for any part of its business operations.

If the Proposer intends to subcontract any part of its performance hereunder, the Proposer shall provide:

- i. name, address and email address of the Subcontractor(s);

continued next page

- 
- ii. list of specific tasks that will be performed by each Subcontractor(s)
 - iii. percentage of performance hours intended for each Subcontract; and
 - iv. total percentage of Subcontractor(s) performance hours.

TAB 2

Technical Proposal

I. General Statement of Work

1.1 GENERAL DESCRIPTION OF SERVICES.

Introduction

Purple Wave Purple Wave is the easiest, most straightforward way to sell used equipment. We are the largest “no reserve” auction firm conducting auctions exclusively through Internet bidding. Purple Wave specializes in sales of government, construction, agricultural, fleet and industrial assets. With our straightforward auction process we will save City of Lincoln/Lancaster County, KS time and increase auction returns due to our full service, proprietary Internet Auction platform and award winning marketing.

We have conducted thousands of successful auctions since our first in 2000. Our work continues to be recognized across the country. For several years, Inc. Magazine has included Purple Wave in its annual Inc. 5000 list, recognizing us as one of the fastest-growing private companies in the United States. Purple Wave has also been the recipient of 35+ state and national marketing awards.

Purple Wave has continued to experience annual growth in the number of government agencies and subdivisions requesting services and in the volume of assets those agencies and subdivisions are utilizing Purple Wave to sell. This trend substantiates the anecdotal feedback Purple Wave receives directly from the vast majority of our governmental customers—that Purple Wave provides the most complete service, generates the best recoveries with strong auction prices, and delivers the most value for state agencies and subdivisions.

In the last 3 year period ending June 2018, Purple Wave has sold assets for 1000+ government entities in 11 different states totaling more than \$54 million. This includes key contracts with the State of Kansas, City of Wichita, Sedgwick County Kansas, State of South Dakota, and Missouri Department of Transportation.

What is Purple Wave proposing to do?

- Utilize our staff to create detailed, professional listings for all assets and present them via our website, www.purplewave.com.
- Work with City of Lincoln/Lancaster County to sell Heavy Equipment, vehicles and other larger assets. Smaller assets such as desks, tables, computers etc. can be also sold from the current location of the assets.
- Work with the City of Lincoln/Lancaster County employees to sell non-typical assets on an as needed basis.
- A Purple Wave representative will work with the City of Lincoln/Lancaster County’s to provide the correct contact information to schedule inspection periods and facilitate item removal.
- Accept all bids on the assets on our website through our industry-leading bidding interface.
- Market the City/County’s assets using appropriate trade publications, online advertising, direct mail and media relations, plus national exposure through our website.
- Provide a full service Customer Support staff to assist bidders and sellers throughout the auction process should they have any questions.
- Coordinate auction title information exchange between buyer and seller to ensure titleable asset transferability.
- Employ our team of over 100 full time auction professionals to ensure the best possible recoveries for your assets.

Why is Purple Wave the best choice?

Experienced, turn-key service

Purple Wave makes surplus equipment disposition easy and effective. Our unparalleled combination of personnel, systems, expertise and experience in auctioning government assets is unmatched. No one else has the complete capabilities offered by Purple Wave. From taking photographs and creating online listings to collecting buyer payments, assisting in transferring of titles and providing detailed post-auction reports, Purple Wave does it all.

We bring the most bidders to your auction

We currently have over 200,000 registered bidders. During the third quarter of 2018 more than 947,000 different people from 190 countries--all of them potential bidders--reviewed assets on www.purplewave.com.

Transparent, quality information for you

Our Internet-based inventory, clerking, invoicing and settlement system is custom-designed to meet the needs of our sellers. This will save the County both labor and resources. County staff will have immediate, transparent information about the progress of the auction, asset listings, bidder activity and buyer payment status

Local and national exposure creates the best sale prices

We market your assets through several traditional and online outlets to create a powerful marketing campaign for every asset we sell. We also have the ability to tailor marketing campaigns to meet the exact needs of the County.

Industry-leading marketing staff

Our in-house marketing department has made Purple Wave one of the most decorated auction marketing firms in the country by the National Auctioneers Association. Their experience in development of specialized marketing campaigns, media purchasing, Internet advertising and other state of the art marketing is ready to work for your assets

View **Appendix C** to view samples of our award winning marketing.

History of Success and flexibility

Purple Wave has seen exponential growth since opening our doors in 2000. Our mission statement is "Purple Wave is the easiest, most straightforward way to buy and sell used equipment." We strive to make our

auction process the most turnkey way to sell surplus equipment on the market. Purple Wave specializes in sales of government, agricultural, construction, fleet and industrial assets.

Step 1

City of Lincoln/Lancaster County contacts Purple Wave indicating they have items to auction.

City of Lincoln/Lancaster County has several ways to inform Purple Wave of their assets they are interested in selling. They may call our toll free number at 866.608.9283 into our Manhattan, KS headquarters. City of Lincoln/Lancaster County could click the "sell" tab on the top of our website and electronically alert us of assets. City of Lincoln/Lancaster County can contact the local Territory Manager directly.

Below is a list of the City's Auction Management team. View **Appendix E** for the team's biographies and the Purple Wave Company Organizational Chart.

Aaron McKee Founder

aaron@purplewave.com
785.317.1026 mobile

Richard Bates Vice President of Sales

richard.bates@purplewave.com
785.844.2749 mobile

Brian Hemphill Auction Director

brian.hemphill@purplewave.com
316.258.7911 mobile

Scott Wiese Territory Manager

scott.wiese@purplewave.com
402.510.5110 mobile

Todd Book Auction Specialist

todd.book@purplewave.com
712.251.4464 mobile

Brandon Grubbs Sales Coordinator

brandon.grubbs@purplewave.com
785.227.9717 office

Amy Moore Account Manager

amy.moore@purplewave.com
785.227.9535 office

Step 2

Purple Wave and City of Lincoln/Lancaster County discuss asset types and scheduling needs to determine appropriate auction date.

Once the Territory Manager confirms the nature of the assets and settles on an auction date with City of Lincoln/Lancaster County, they will send the Purple Wave representative an email. This email serves to confirm City of Lincoln/Lancaster County is requesting services and the sender has the authority to engage with Purple Wave in such an agreement.

Our standard auction timeline is to have commitments for the auction 30-45 days prior to auction. Purple Wave typically processes the items for data capture 30 days prior to the auction. We recommend that higher value assets such as heavy equipment or vehicles be online for bidding for at least one month to increase their market exposure and ensure that the assets are properly listed in our advertising for the auction.

Government assets can be added into any number of our regular auction events, and we advise sellers accordingly. For instance, when the seller consigns assets, all the assets could be placed in one auction or, if warranted, specialized assets could be split into several of our auctions. The approach to take depends on the Auction Administrator's goals and Purple Wave's Territory Manager will consult with him or her in the initial meeting to identify suitable auction dates to best market the assets and accomplish the City of Lincoln/Lancaster County goals.

Government Internet Only Auction

We hold Government auctions twice a month, open to all Governmental entities for all types of assets. These auctions feature government general surplus assets typically consisting of: automobiles, heavy equipment, tractors, trailers, transit vehicles, road safety equipment, computers, electronics, furniture, industrial, laboratory equipment, lawn/garden, music equipment, office supplies, printing and photography, and restaurant equipment.

Construction Equipment Internet Only Auction

We hold Construction auctions every two weeks. These auctions are open to the general public as well as Government agencies. Construction auctions often feature the following: asphalt equipment, automobiles, backhoes, cranes, dozers, excavators, forklifts, graders and scrapers, material handling, heavy trucks, loaders, paving, rollers and packers, skid steers, trailers, trenchers and boring equipment.

Ag Equipment Internet Only Auction

We hold Ag auctions every two weeks. These auctions often feature the following asset categories: application equipment, grain handling, harvesting, hay and forage, lawn and garden, mowers and rotary cutters, planting and seeding, skid steers, tillage, tools, tractors, trailers and utility vehicles.

Truck and Trailer Internet Only Auction

We hold Truck and Trailer auctions every two weeks. These auctions feature over the road heavy trucks and trailers.

Featured Events

In addition to our regular Government, Ag, Construction and Truck auctions, we routinely have featured auction events. These can be either a one or more seller event that is specially scheduled based on the needs of the seller. Many of our government sellers with seized assets are structured as featured events due to the unique asset types and terms with such an event.

Step 3

Purple Wave collects asset picture(s), video(s), description(s), titles, inspection and removal information.

Our Territory Manager will meet with the City of Lincoln/Lancaster County Representative and collect specific listing information and details for each asset. Purple Wave will write a detailed item description, take multiple high resolution digital pictures and, when appropriate, a video of each item in the auction. Because Purple Wave provides full data capture and listing services, little to no training is necessary for employees to conduct successful auctions with Purple Wave.

Purple Wave's standard procedure is to take possession of any vehicle titles while the Territory Manager is on location. Reviewing the titles early in the process allows Purple Wave to capture any information required to be listed on the asset description. As part of our full service, Purple Wave will distribute the titles to buyers post-auction. We require the seller to sign the title or provide a vehicle Power of Attorney to Purple Wave prior to listing titled assets online. Purple Wave will distribute titles to buyers only once their payment has been verified. We propose this option to City of Lincoln/Lancaster County to save valuable time, resources and to distribute titles in a timely manner.

Step 4

Purple Wave posts asset information on www.purplewave.com before bidding and marketing begins.

Assets Posted to www.purplewave.com

Bidding can begin on assets as soon as we list them on our website, www.purplewave.com. Bidding continues 24 hours a day, 7 days per week. Once items are posted online we expect the seller to review the listing for accuracy and notify Purple Wave if any changes should be made. Purple Wave is a no reserve auction company and all assets start the bidding amount at \$10.00.

Marketing

We have a full time staff of marketing specialists whose experience includes development of specialized auction event marketing campaigns, media purchasing, Internet advertising and other state-of-the-art marketing expertise. This team will work to develop and deploy a marketing campaign around the seller's assets.

An extensive marketing campaign is customized each month to advertise our auction events and attract new bidders to Purple Wave. Bidder development is fostered through personal phone calls, emails and mailings. We are always looking to expand our bidder community with quality customers and often utilize market intelligence data. We have three sources of prospective bidders: current customers, unique visitors to www.purplewave.com and outside marketing.

Purple Wave presently has over 200,000 registered customers. We have email and mailing addresses for each customer to allow targeted auction ad campaigns.

Purple Wave's unique Internet only platform helps to attract buyers throughout the United States and internationally. Our unique approach puts assets in front of more potential buyers than any traditional auction service. In addition to listing equipment on www.purplewave.com we post it on over 180 industry websites and advertise every asset so they are found by Internet search engines.

We provide a search engine on our site that allows visitors to search for specific items by a variety of search parameters. Interested customers can search based on industry, equipment type, category, make, model, year, city, state, and even current bid or contract price.

View **Appendix D** for our third quarter website statistics.

Step 5

Bidders bid on assets until auction close.

Over the last year, our 22 Government auctions have had an average of 900+ bidders per auction. People who do not have the capability or time to attend a live auction can easily look on our website at any time to view items available for auction and to place bids. Because they know all bidders are participating via the Internet, they are more comfortable when a level playing field exists for them to compete for assets.

Purple Wave's Internet auctions provide the following functionality:

- Ability to combine one or more assets per auction lot;
- Ability to include multiple lots per auction;
- Ability to include City of Lincoln/Lancaster County's inventory number on asset descriptions;
- Ability to sell assets in unlimited locations in the same auction event--no relocation costs!
- Ability to offer Grouped Extensions on similar items in the auction, increasing the average price for each asset in the group;
- Ability to add asset location based sales tax to the winning bids;
- Ability to structure an auction for various scenarios such as;
 - Creating specific times for public viewing and different times for asset pick up;
 - Listing multiple locations and complete descriptions including terms of sales;
 - Multiple starting and ending times;
 - Auction detail and summary data;
- Detailed reporting and records in both paper and electronic format.

Purple Wave's bidding platform is very transparent. We display the bidding history online next to each item. The bid history will display: bidder number, amount, time, current bid and winning bidder number. The max bid will not be disclosed in the bid history. All bidding activity is recorded through various backup systems.

Purple Wave Auction management

Purple Wave provides real-time monitoring of auctions in progress to ensure misplaced bids and bidder mistakes are minimized. We offer 24 hour

bidding. Each bid placed is updated and displayed on our website instantaneously, next to the item up for auction. We also have various systems in place to verify that bid manipulation does not occur in our auctions. Our staff is available throughout the auction process to answer questions and assist bidders as needed.

A Purple Wave representative will work with potential buyers of City of Lincoln/Lancaster County's assets to provide inspection periods and facilitate item removal. Inspection periods can be conducted by appointment, during an open house or at designated times.

Bidder experience

Purple Wave is easy for interested bidders to use. Bidders will begin by registering with Purple Wave to receive their unique bidder number. There is no charge to receive a bidder number, however potential bidders will have to enter a credit card number or provide a bank letter of guarantee in order to bid on an item. At the top of each page on www.purplewave.com there is a "Selling" tab where customers can see items that they are currently bidding on, selling, or added to their watchlist. The watchlist is a feature that allows customers to monitor any item on the website as it progresses through the auction process without having to search for the item on every visit.

A unique feature on our site for customers is "My Account", which is one area where customers can see every detail of their bidding, buying or selling history with Purple Wave. The "My Account" feature allows customers to see information including what they have bid on, items won and items sold. Sellers are able to see the auction reports, invoice summary report, invoices and the buyers of assets and view payment status. All these features are updated in real time.

Prior to auctions our Credit Specialist will contact bidders who have placed bids over \$10,000 and ask for a bank letter of guarantee for the auction. Our Customer Service team also watches as the auction closes for any misplaced bids. Upon completion of the auction the winning bidder will be emailed an invoice informing them of their purchase as well as the payment directions and where and when to pick up the vehicle. Once payment is made, the winning bidder and the seller are emailed a paid invoice and now the vehicle may be released.

Purple Wave's toll free Customer Service number is **866.608.9283**. Our personnel can assist and guide

bidders through the auction process should they have any questions.

Step 6 **Bidder declared Winning Buyer after auction close.**

We usually begin closing the bids at 10:00 am on the last day of the auction, with one or more lots closing per minute. Meaning, the first item of the auction will end at 10:00am and the second item at 10:01am and the third item at 10:02am, etc. However, if an item receives bidding activity within the last five minutes, bidding on that item will be auto-extended five minutes, allowing the computer to act as a live auctioneer. Once bidding on an item has ceased for a five minute interval, the bidding concludes.

As the item closes, the winning bidder number as well as the contract price are displayed next to the item for the public to view. We also display the "Bid History" for each item sold through Purple Wave. This report displays the bidder number, bid amount, time the bid was placed, the current bid and the winning bidder number. All the above bidder information and results are logged upon auction completion on www.purplewave.com under "Auction Result" and stored in public view. This information is available to both representatives as well as the public.

Purple Wave has the ability to generate a variety of reports. If the seller would like a particular report we would be happy to discuss City of Lincoln/Lancaster County's reporting needs at an initial meeting.

Step 7 **Winning Buyers are required to inform Purple Wave of how they will pay within two business days of auction.**

Upon completion of the auction the winning bidder will be emailed an invoice informing them of their purchase and the payment directions as well as where and when to pick up their asset. The invoice displays bidder number, item number, quantity, description, amount sold, and taxes collected.

Once payment is made, the winning bidder and the seller are emailed a paid invoice and the asset may be released. Purple Wave's standard bidder payment terms require the buyer to make payment by 3 p.m. CDT on the second business day following the auction. Purple Wave reserves the right to charge the

credit card on file the total purchase price and collect a \$30.00 late payment fee for invoices not paid within (7) business days after auction. Cash and wire transfers in any amount will be accepted. Checks up to \$10,000.00 will be accepted without a bank guarantee letter. MasterCard or Visa will be accepted only for charges up to \$2,000.00 per invoice, and only after authorization by cardholder (via website or email) or in-person signatures are obtained from the cardholder.

Step 8

Winning Buyers pick up assets within 14 days of auction close.

We have “My Account” available to our sellers to assist with asset removal notification when invoices are paid in real time. After logging in to the portal, City of Lincoln/Lancaster County Representatives can view all the assets they are selling in one place, view current bids and bid totals prior to the auction ending. Once the auction is completed, you can review totals and track settlement status through my account. Auction reports, invoice summary reports, invoices, the identity of winning bidders, and the bidders’ payment status are all available as well. Bidders in our auctions may also track their activity and status via “My Account”.

Purple Wave sends copies of the “paid” invoices to the Auction Administrator. The On-Site Coordinator will be responsible for facilitating item load out. This can be during specific times provided by City of Lincoln/ Lancaster County or by appointment only.

Step 9

Purple Wave pays seller for assets within 14-21 days following payment collection.

Once all payments have been collected, Purple Wave will send a detailed settlement statement to the selling entity. This settlement includes the bidder number, item number, quantity, description, commission and amount sold. Purple Wave will settle the auction within 14-21 days after collections from winning bidders have been completed.

To view our current auction schedule and past auction results please visit www.purplewave.com.

Step 10

Purple Wave resolves any customer service issues that arise.

One of the most valuable but often unseen benefits Purple Wave provides selling customers is the resolution of post-auction issues. The sale of used assets on an ‘as-is’ basis does occasionally draw complaints from buyers regarding asset quality. These claims generally hold little or no merit but professional handling is required to leave the buying public confident of fair treatment. Personnel from Government Agencies and Subdivisions typically do not have the desire, time, training, experience or resources to handle post-auction issues. Purple Wave, however, has an experienced team of customer service professionals that handle the resolution of these issues, relieving City of Lincoln/ Lancaster County employees of this burden.

III. PROJECT INFORMATION

PROJECT OVERVIEW & REQUIREMENTS

SCOPE OF WORK

Proposer shall provide a comprehensive web-based auction system that is capable of conducting on-line auctions 24 hours a day, 7 days a week.

Purple Wave meets this requirement.

PROPOSED DEVELOPMENT APPROACH

PROJECT REQUIREMENTS

1.1 Vendor shall provide a proposal which will outline their process for selling the Owners surplus property online throughout the Country.

Purple Wave Auction will work with you to ensure a professional auction for your assets. This includes creating quality pictures and asset descriptions, designing an appropriate marketing campaign, discussing the auction timeline, collecting payment for assets, assisting in smooth title transfer, taking care of any post auction issues and remitting payment in a timely manner. Please see specific details in our General Statement of work on **page 12**.

1.2 The auction system shall have the capability of allowing qualified bidders to enter a proxy bid.

Purple Wave Auction has this capability. Our Internet bidding system allows bidders to place a Maximum Bid. This ensures even if the person is not available to watch the item close, the computer will essentially be making bids for them up to their Maximum Bid, should another bidder be competing for that asset.

Current \$23,000 19 Bids	Next Bid <input type="text" value="23500"/>	Set Max <input type="text"/>	Bid
---------------------------------------	---	--	------------

Vendor shall display a minimum of five (5) photos of each item giving potential bidders a complete view of item(s) along with a full description of each item

Purple Wave agrees with this requirement.

1.2.1 System shall allow on-online bidding, display upcoming auctions with dates, closing date and time, Owners name and address, current bid, auction results, Sales representative with phone number and email and capability to close number of bids.

Purple Wave has this capability for all assets. When you navigate to www.purplewave.com, the first page that comes up shows "Upcoming Auctions" it will also provide the time the auction begins to close. Please see **Appendix H** for example. When you click on an asset, additional information is provided. Information provided includes where the asset is located, who to call with questions and where to go inspect the asset. To provide transparency, the bid tree and the auction contract price stay on our website indefinitely.

1.3 System should allow for extended bidding when necessary (Bidding continues if there is strong activity right before scheduled closing time).

Purple Wave Auction has this capability. We usually begin closing the bids at 10:00 am on the last day of the auction, with one or more lots closing per minute. Meaning, the first item of the auction will end at 10:00am and the second item at 10:01am and the third item at 10:02am, etc. However, if an item receives bidding activity within the last five minutes, bidding on that item will be auto-extended five minutes, allowing the computer to act as a live auctioneer. Once bidding on an item has ceased for a five minute interval, the bidding concludes.

1.4 Vendor shall market/advertise Owners auctions nationally to their registered on-line bidder database.

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We market your assets through several traditional and online outlets to create a powerful marketing campaign for every asset we sell. We also have the ability to tailor marketing campaigns to meet the exact needs of the City/County.

Our in-house marketing department has made Purple Wave one of the most cutting-edge auction marketing firms in the country. Their experience in development of specialized marketing campaigns, media purchasing, Internet advertising and other state of the art marketing is ready to work for your assets.

- 1.5 Items posted with an estimated value over \$500 shall be online for a minimum of two weeks.

Purple Wave agrees with this requirement.

- 1.6 Onsite training provided to departments upon contract execution and as requested thereafter.

Purple Wave will be happy to provide onsite training if needed. Generally, because Purple Wave provides full data capture and listing services, little to no training is necessary for employees to conduct successful auctions with Purple Wave.

- 1.7 A designated and experienced sales representative shall be responsible for coordination of Owners surplus auction items.

Purple Wave has dedicated Territory Managers for the State of Nebraska. The Territory Manager will meet initially with the City of Lincoln Representative to discuss assets needing sold and develop a plan to sell your auction items. In addition to our Territory Managers, we also have Auction Specialists whose purpose is to create a professional listing of your assets and provide an additional personal level of customer service.

- 1.8 Provide easily accessible and responsive technical support and customer service to bidders during normal business hours.

Purple Wave Auction has this capability. Purple Wave's toll free Customer Service number is 866.608.9283 and our customer service email address is auction@purplewave.com.

Our personnel can assist and guide bidders through the auction process should they have any questions.

- 1.9 Vendor shall market /promote site constantly to entice a larger pool of bidders.

Our in-house marketing department has made Purple Wave one of the most cutting-edge auction marketing firms in the country. Their experience in development of specialized marketing campaigns, media purchasing, Internet advertising and other state of the art marketing is ready to work for your assets.

- 1.10 Vendor shall follow all Federal, State and Local laws.

Purple Wave agrees with this requirement.

- 1.11 Vendor shall possess current Nebraska Automotive Dealer's License.

This section removed per Addendum 2, see Appendix J.

- 1.12 Any fee(s) such as; Transfer fee(s), Dealer fee(s) and any other type/or related fee associated with the auction of Owners vehicles and equipment shall be the sole responsibility of the Vendor and not the Owners.

- 1.12.1 Such fee(s) shall be incorporated into Vendor's commission rate and cannot be charged as a separate related fee to the Owners.

Purple Wave agrees with these requirements. (1.12, 1.12.1)

- 1.13 A Buyer premium may be charged to the buyer by the Vendor if submitted in Cost Proposal and Owners accept such a fee.

Purple Wave agrees with this requirement.

- 1.14 Vendor must attempt to sell all surplus items provided by Owners Surplus Representative regardless of condition. (The auctioneer will not be allowed to pick and choose items to sell. The vendor is cautioned that not all vehicles or equipment will be necessarily in running or working condition.

Purple Wave agrees with this requirement.

1.15 Items that the Owners submit for auction shall be ready to upload to the vendor's site within four days of submittal unless approval of additional time is granted by Owners staff due to special circumstances.

Purple Wave agrees with this requirement.

1.16 Vendor shall include in each advertisement or announcement of the auction, that items are sold "AS IS" and/or other language advising to all potential buyers that there are no express or implied warranties connected with the items being sold. Vendor shall bear all expenses as a direct result of the failure to provide disclaimer and/or advisory notification to all Potentially interested buyers.

Purple Wave agrees with this requirement.

1.17 Prepare and mail titles to new bid owner.

Purple Wave agrees with this requirement.

1.18 Questions that arise during an auction shall be emailed directly to the department selling the item.

Purple Wave agrees with this requirement.

1.19 No items shall be listed by a department without notification from the Owner's Surplus Representative.

Purple Wave agrees with this requirement.

BUSINESS REQUIREMENTS

2.1 The auctioneer shall handle any disputes that arise during the auction keeping the Owner informed of the situation.

Purple Wave agrees with this requirement.

2.2 Provide detailed financial and summary reports of all transactions.

Purple Wave agrees with this requirement.

2.3 Collect payments from winning bidders

Purple Wave agrees with this requirement.

2.4 Submit final sales reports to Owners.

Purple Wave agrees with this requirement.

2.5 Provide detailed financial and summary reports of all transactions.

Purple Wave agrees with this requirement.

2.6 Provide detailed audit records of sale for all items sold. To include records of bids received, awarded bidder, payment terms, and other pertinent information.

Upon completion of the auction the winning bidder will be emailed an invoice informing them of their purchase and the payment directions as well as where and when to pick up their asset. The invoice displays bidder number, item number, quantity, description, amount sold, taxes collected and any credit card charge. Once payment is made, the winning bidder and the seller are emailed a paid invoice and the vehicle may be released. Because we strive to be transparent, a record of all bids, by bidder number, is available on our website for anyone to view.

2.7 Vendor shall keep adequate records and supporting documentation applicable to this contract and related services for a minimum of five years.

Purple Wave agrees with this requirement.

2.8 The Owners and its authorized agents shall have the right to audit, inspect and copy all such records and documentation as often as the Owners deems necessary during the term of the contract and during the period of five years thereafter.

Purple Wave agrees with this requirement.

2.9 Vendor shall provide policy for return of bidders' money if bidder has received incorrect information from the vendor during the auction process.

2.9.1 NOTE: The Owners will not reimburse funds for errors made by the vendor during the auction process.

Purple Wave agrees with these requirements. (2.9, 2.9.1)

continued on next page

2.10 Vendor is responsible for verifying inventory disposition sheet/Vehicle disposition sheets are correct with items listed.

Purple Wave agrees with this requirement.

2.11 Following receipt of inventory or vehicle disposition sheet, Owners are no longer responsible for any incorrect information in the listing.

Purple Wave agrees with this requirement.

TECHNICAL REQUIREMENTS

3.1 The Owners shall provide the following to the awarded contractor;

3.1.1 Storage of auction items until sold.

Purple Wave agrees with this requirement.
(3.1, 3.1.1)

3.2 Owners shall have all items in a specific area/s ready for sales representative to take pictures of the items to be listed.

Purple Wave agrees with this requirement.

3.3 Owners shall not have to move or change the items around for the sales representative to take pictures. If sales representative want items situated differently it will be their responsibility to move the item/s.

Purple Wave agrees with this requirement.

3.4 Owners will have minimal responsibility once sales representative has been called for Onsite pictures.

Purple Wave agrees with this requirement.

3.5 The Owner's Surplus Representative shall notify the sales representative when items are ready to be listed.

Purple Wave agrees with this requirement.

3.6 The Owners will provide the Vendor with an inventory listing disposition sheet and/or Vehicle listing disposition description sheet electronically when items are ready to be listed.

Purple Wave agrees with this requirement.

3.7 Provide vehicle titles to Vendor in order to transfer to new bidder after the sell has been completed.

Purple Wave agrees with this requirement.

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Appendix A

Sample Paid Invoice



Invoice

180918-
 Auction Date: 09/18/2018
 Last Updated: 09/25/2018

Buyer Name
 Buyer Address
 Buyer City
 Buyer State

Buyer Phone
 Buyer Email

TID	Item	Unit#	Qty	Description	Tax	Amount
-	DC1284	001389	1	2007 Komatsu WA320-5L wheel loader <ul style="list-style-type: none"> • 8,657 hours on meter • Komatsu 5.9L six cylinder turbo diesel engine <ul style="list-style-type: none"> ◦ Serial 21732450 • Powershift transmission <ul style="list-style-type: none"> ◦ 4F-4R gears • EROPS <ul style="list-style-type: none"> ◦ AC and heat ◦ Tilt steering wheel ◦ AM/FM ◦ Joystick bucket controls ◦ Suspension seat ◦ Front work lights ◦ Wipers • JRB hydraulic quick coupler • JRB WA320 bucket <ul style="list-style-type: none"> ◦ 9'W ◦ Bolt-on cutting edge • Front auxiliary hydraulics • Counterweight • 20.5R25 tires • PIN KMTWA028K57A33106 • Serial A33106 • Unit# 001389 	0 - Agricultural Tax Exemption	\$48,000.00

City of Wichita Central Maintenance Facility
 1801 S. McLean
 Wichita, KS 67213

Bid total: \$48,000.00

Tax Code	Description	Rate	Subtotal	Premium	Tax	Amount
f	Agricultural Tax Exemption	0	\$48,000.00	\$4,800.00	\$0.00	\$52,800.00

Total: \$52,800.00

Wire Transfer 2018-09-20 14:54:36 \$52,800.00

Balance Due: \$0.00

Payment information

Payment deadline is 4 p.m., Thursday, September 20. Failure to make payment or payment arrangements by the deadline will result in a \$30 late payment fee. Purple Wave reserves the right to charge the credit card on file the total purchase price and a \$30 late payment fee will be added for invoices not paid within our terms. Payment should be made to Purple Wave, Inc.

Forms of payment accepted:

- **Wire Transfers** (wire instructions) and **Cashiers Checks** in any amount will be accepted.
- **Visa, MasterCard, and Discover** are accepted only for charges up to \$2,000, and only after authorization (via website or email) or in-person signatures are obtained from the cardholder. Purple Wave reserves the right to hold assets and/or certificates of title until funds availability is confirmed.
- **Cash** is accepted if paying at our Manhattan, KS headquarters.
- **Checks** up to \$10,000 will be accepted without a bank guaranty letter. Checks of \$10,000 or greater will be accepted only with a bank guaranty letter ([letter requirements](#)) or with prior approval from Purple Wave's credit department.

Checks may be mailed to:
Purple Wave, Inc.
825 Levee Dr.
Manhattan, KS 66502

Sales tax / Use Tax

State law requires Purple Wave collect sales tax on all applicable transactions. Sales tax rates are based on the item's location and are applied to the total purchase price (hammer price plus the Buyer's Premium). Tax will be collected unless the buyer provides proof of a tax exemption, which must be submitted before tax amounts will be removed from the invoice. Exemption forms are auction and state specific and may need to be completed for every event. Purple Wave cannot offer advice, opinions or guarantees about whether you are in fact exempt. Buyers may be subject to use tax in their state of residence. Consult your tax advisors if you have sales tax exemption or use tax questions. Purple Wave, Inc. cannot be held responsible for states' registration requirements regarding exemptions. Please note, guidelines and regulations regarding tax exemptions may vary between states. If you are eligible for an exemption, please complete the appropriate exemption certificate and email it to auction@purplewave.com or fax to 866.604.2264.

[Full Sales Tax / Use Tax information](#)

Buyer's premium

A 10% buyer's premium will be added to all winning bids, resulting in the total purchase price. Your Internet bids are a contract and you are responsible for honoring them.

Items sold As-Is, Where Is

Equipment descriptions are based on our direct observation and information provided by our selling customer. All information is intended to be as accurate as possible. However, we recommend customers inspect prior to bidding. Purple Wave listings are not intended to be substitutions for inspection. The details provided may differ on equipment based on information provided by the consignor. An error or omission in the listing will not change the results of the bid. It is the responsibility of the buyer to conduct any inspection and examination necessary to satisfy him of all material facts before placing a bid. All assets, unless stated otherwise, are sold "as-is, where is". Buyers assume all risks at the conclusion of the auction. All sales are final. No refunds given. Credit card transactions may not be reversed.

- Mileage and hours in listings are representations of what is on the meter. Purple Wave does not verify authenticity of mileage / hours nor do we verify the operational condition of the odometer / hours meter.
- Operating weight appearing in some listings are manufacturers specs. Weight may vary due to additional features and options.
- Accessories (interior / exterior, ancillary) may be listed in the description, however, may not be verified for operational condition such as A/C and heat, audio equipment, lighting, power seats, etc.
- Cosmetic damage / body damage, such as dents, cracks, scratches, rust, stains, and tears may not be included in the descriptions, however may exist.

Item removal requirement

Items can be removed after your payment in full is made to Purple Wave. Purple Wave will communicate directly with the seller to confirm receipt of payment. Winning bidders must contact the seller (noted below) to schedule removal and bring a copy of their paid invoice in order to remove item(s). Unless other removal arrangements are made with the seller, fees for failing to timely remove items won may be assessed under the [Abandoned Asset Policy](#).

Shipping and Transportation

Beaver Valley Logistics, LLC provides shipping and transportation services to winning bidders on ag, construction and fleet type assets. Beaver Valley Logistics does not provide shipping on items weighing less than 1,000 pounds.

To obtain a quote from Beaver Valley Logistics email mc933907@gmail.com or call 785.689.7573.

In order to provide accurate shipping quotes, please supply the following information.

- Origin city, state, and zip code
- Destination city, state, and zip code
- Auction date and item number
- Commodity description
- Destination unloading capabilities (dock, forklift, etc.)

Beaver Valley Logistics will recommend the safest, most reliable and cost effective transportation options.

Any shipping/transportation arrangements are ultimately between the buyer and the shipping company and not Purple Wave.

Winning bidders may choose to make transportation arrangements themselves, provided that all removal terms and conditions are met. Purple Wave does not provide packing or rigging services.

Terms and conditions

Your purchase is subject to all the terms and conditions for this auction, which can be found at <http://www.purplewave.com/auction/180918/details>

Location information

City of Wichita Central Maintenance Facility
1801 S. McLean
Wichita, KS 67213

[View map](#)**Item Details:**

- Rob Ranney at rranney@wichita.gov or 316.268.4695
- Inspection times are Wednesday, September 12, from 4 p.m. to 7 p.m., and Saturday, September 15, from 12 p.m. to 4 p.m.

Removal Details:

- Rob Ranney at rranney@wichita.gov or 316.268.4695
 - Removal times are by appointment only.
 - Personnel, a forklift and vehicle start assistance will be available during loadout.
 - **Removal Deadline:** October 2, 2018 see auction details
-

Appendix B

Sample Settlement



Settlement

181106-
Auction Date: 11/06/2018
Last Updated: 11/06/2018

Bidder	Item	Unit#	Qty	Description	Commissions / Fees	Amount
76727	DD6629	DHE1912	1	2008 Ford Escape Hybrid SUV <ul style="list-style-type: none"> 83,917 miles on odometer 2.3L L4 DOHC 16V hybrid gas engine Automatic transmission AC and heat Tilt Cruise AM/FM/CD Power windows, locks, mirrors, and seat Cloth interior 235/70R16 tires Decals will be removed prior to auction Unit# DHE1912 <p><i>Kansas title</i> 1FMCU59H48KD33787 Johnson County 1800 W Old 56 Hwy Olathe, KS 66061</p>	0% commission G - Listing Fee Waived	\$6,300.00
78877	EU9126	PWK1	1	Tools <ul style="list-style-type: none"> Bucket teeth Gas hose with nozzle Unit# PWK1 <p>Johnson County 1800 W Old 56 Hwy Olathe, KS 66061</p>	0% commission G - Listing Fee Waived	\$55.00
15051	DD6549	JCW3072	1	2004 Chevrolet Silverado 1500 pickup truck <ul style="list-style-type: none"> 72,824 miles on odometer 4.8L V8 OHV 16V gas engine Automatic transmission AC and heat Tilt AM/FM Vinyl interior Long bed 235/75R16 tires Weak battery Unit# JCW3072 <p><i>Kansas title</i> 1GCEC14V64Z323642 Johnson County 1810 W Old 56 Hwy Olathe, KS 66061</p>	0% commission G - Listing Fee Waived	\$4,500.00
78877	EU9125	FAC-FLT1	1	Automotive parts <ul style="list-style-type: none"> (4) brake drums <ul style="list-style-type: none"> Part no. 3687X 	0% commission G - Listing Fee Waived	\$375.00

- (4) brake shoes
 - Part no. 471SQMA212
- Assorted ball valves
- Trailer plugs
- Meritor brake parts
- (7) 3.5" couplers and more
- Unit# FAC-FLT1

Johnson County
 1800 W Old 56 Hwy
 Olathe, KS 66061

157706	DD6628	JCD2801	1	2004 Ford Taurus	0% commission G - Listing Fee Waived	\$3,200.00
				<ul style="list-style-type: none"> • 90,804 miles on odometer • 3.0L V6 OHV 12V gas engine • Automatic transmission • AC and heat • Tilt • Cruise • AM/FM/CD • Power windows, locks, mirrors, and seat • Cloth interior • 215/60R16 tires • Unit# JCD2801 		

Kansas title
 1FAHP53U14G192008
 Johnson County
 1800 W Old 56 Hwy
 Olathe, KS 66061

64004	DD6641	PWK4483	1	2008 International 7400 dump truck	0% commission G - Listing Fee Waived	\$16,500.00
				<ul style="list-style-type: none"> • 133,495 miles on odometer • 6,919 hours on meter • International MaxxForce 7.6L L6 turbo diesel engine • Allison automatic transmission • Tandem axle • Inter-axle differential lock • AC and heat • AM/FM/cassette • Air suspension seat • Force 6100 controls • Toolboxes • Front mounted PTO • Air Flow steel dump bed <ul style="list-style-type: none"> ◦ 15'L x 96"W ◦ 46" side height ◦ Roll tarp ◦ Single ram hoist ◦ Air operated end gate ◦ Conveyor • Plow bracket • Single fuel tank • Spring over walking beam suspension • Air brakes • 315/80R22.5 front tires • 11R22.5 rear tires • GVWR 56,000 lbs • FAWR 16,000 lbs • IAWR 20,000 lbs • RAWR 20,000 lbs • Engine issues • Cylinder head gasket needs to be replaced • Unit# PWK4483 		

[View repairs](#)
Kansas title
Title distribution may be delayed up to 14 days from verification of funds.
 1HTWHAAT78J050405
 Johnson County

1800 W Old 56 Hwy
 Olathe, KS 66061

186041	DD6642	FAC1	1	Highway stainless steel spreader	0% commission	\$1,300.00
				<ul style="list-style-type: none"> • 8'L • Briggs & Stratton 10.5 HP gas engine • Electric start • 12"W conveyor • Single spinner • Non-operational floor chain • Unit# FAC1 	G - Listing Fee Waived	

Johnson County
 1800 W Old 56 Hwy
 Olathe, KS 66061

Bid total: \$32,230.00

Commission	Description	Rate	Subtotal	
2	0% commission	0	\$32,230.00	\$0.00

Fee	Description	Amount	Subtotal	
Fee G	Fee Waived	\$0.00	\$32,230.00	\$0.00

Total: \$32,230.00

Balance Due To Seller: \$32,230.00

Appendix C

Samples of Award Winning Marketing



CITY OF WICHITA AUCTION

TUES., SEPT. 18 Bidding starts to close at 10 a.m. CDT

OPEN INSPECTIONS

Wednesday, September 12 (4 p.m. - 7 p.m.)
Saturday, September 15 (12 p.m. - 4 p.m.)
Central Maintenance Facility
1801 S McLean Blvd, Wichita, KS 67213

DC1284 '07 Komatsu
WA320-5L wheel loader



DC1271 '05 Chevy Silverado 3500 flatbed pickup



DC1273 '09 Ford F350 SD XL flatbed pickup



DC1275 '98 Freightliner FL106 Mobile Air One



DC1274 '13 Chevy Tahoe SUV



DC1276 '09 Chevy Colorado LT Crew Cab pickup



DC1279 '08 Chevy Colorado Ext. Cab pickup



DF4315 '08 Quadex Spray Master grout machine



DC1264 '08 Honda Civic Hybrid CVT AT-PZEV



DC1270 '06 Ford Taurus SE



DC1267 '11 Ford Crown Victoria Police Interceptor

All Items Sell Regardless of the Price!

Including: **PICKUPS:** (2) '06 Chevy Colorado Crew Cab, (4) '09 - '07 Chevy Colorado Ext. Cab, '03 Chevy S10 LS Crew Cab **VEHICLES:** (5) '11 - '09 Ford Crown Victoria Police Interceptor **LAWN MOWERS:** '08 & '05 John Deere F1445 **COMPRESSORS:** '07 Atlas Copco XAS185JD7, '04 Ingersoll Rand P185WIP **PLUS:** shop tools, generators, building materials & more. 10% buyers premium applies. Aaron McKee TX Lic #16401. **866.608.9283**

BID NOW! purplewave.com

AUCTION PARTICIPATION SUMMARY

Items: 165
Total hammer: \$589,000
Total bids: 3,674
Unique bidders: 673

Total winners: 122
First-time customers*: 67
Avg. bids per item: 22
Avg. bidders per item: 10

Avg. bids per bidder: 5
Zip codes: 466
Farthest US bidder: 1,345 mi.
Avg. bid distance: 218 mi.

*First-time customer: A first-time customer is a customer who placed his or her first bid in this auction.

GOVERNMENT AUCTION

**200+ ITEMS SELLING
TUES., NOV. 6**

Bidding starts to close
at 10 a.m. CDT



DB9098 '05 Ford Taurus
SEL



DF1904 '12 Ford F250
Super Duty SuperCab utility
bed pickup



DD3479 '12 Dodge
Charger Police



DD7413 '06 Chevy Silverado
3500 dump flatbed pickup



DD6622 '02 Ford F550
Super Duty fire truck



DC0073 '84 International
S1900 fire truck



DX9458 '98 Chevy
Cheyenne 3500 pumper



DY9073 '05 Ford E350 SD
Aerotech shuttle bus



DD6629 '08 Ford Escape
Hybrid SUV



DE5861 '87 Case 480E
backhoe



EO9598 '78 Belshe
equipment trailer



ALL ITEMS SELL REGARDLESS OF THE PRICE! Including: **STREET SWEEPER:** '05 Sterling Acterra **AMBULANCE:** '99 Ford Econoline E450 **PICKUP TRUCKS:** '06 Ford F250 Super Duty Crew Cab, '04 Chevy Silverado 1500, '02 Chevy Silverado 2500HD Ext. Cab utility **VEHICLES:** '10 Mazda Mazda 6, '05 Honda Civic, '02 Chevrolet Silverado 3500 flatbed **SUV:** '07 Ford Edge SEL. 10% buyers premium applies. Aaron McKee TX Lic #16401. **866.608.9283**

BID NOW! purplewave.com

AUCTION PARTICIPATION SUMMARY

Sellers: 48
Items: 462
Total hammer: \$602,098
Total bids: 7,563
Unique bidders: 1,443

Total winners: 307
First-time customers*: 135
Avg. bids per item: 16
Avg. bidders per item: 7

Avg. bids per bidder: 5
Zip codes: 897
Farthest US bidder: 2,609 mi.
Avg. bid distance: 205 mi.

*First-time customer: A first-time customer is a customer who placed his or her first bid in this auction.



DEPARTMENT OF TRANSPORTATION

AUCTION

**250+ ITEMS
SELLING
THURSDAY,
OCTOBER 18**

**30 DUMP
TRUCKS
SELLING**



DD5899 '01 Sterling
LT9511 dump truck

BIDDING STARTS TO CLOSE AT 11 A.M. CDT



DF1783 '06 Ford F250
Super Duty



DD6526 '95 Ford L8000
rollback truck



ER9114 '12 Chevrolet
Suburban 2500 SUV



DE7264 '98 Ford 6640SL
tractor



DB4755 '99 Hamm DV6K
combination roller



EI9932 '01 Schulte
XH1500 batwing mower



DD5895 '01 Bobcat 863G
skid steer



EI9943 '03 Landoll 410-50 tilt
deck equipment trailer



LOCATIONS: Chanute, Garden City, Hutchinson,
Norton, Salina, Topeka, and more.

ALL ITEMS SELL REGARDLESS OF THE PRICE! Including: tractors, equipment
trailers, dump trucks, pickups, skid steers, oil distribution trucks, mowers, sweepers, toolboxes,
rollers, chainsaws, and more. 10% buyers premium. Aaron McKee TX Lic #16401. **866.608.9283**

BID NOW! purplewave.com

AUCTION PARTICIPATION SUMMARY

Sellers: 10
Items: 273
Total hammer: \$1,066,150
Total bids: 5,310
Unique bidders: 844

Total winners: 175
First-time customers*: 73
Avg. bids per item: 19
Avg. bidders per item: 8

Avg. bids per bidder: 6
Zip codes: 578
Farthest US bidder: 1,548 mi.
Avg. bid distance: 263 mi.

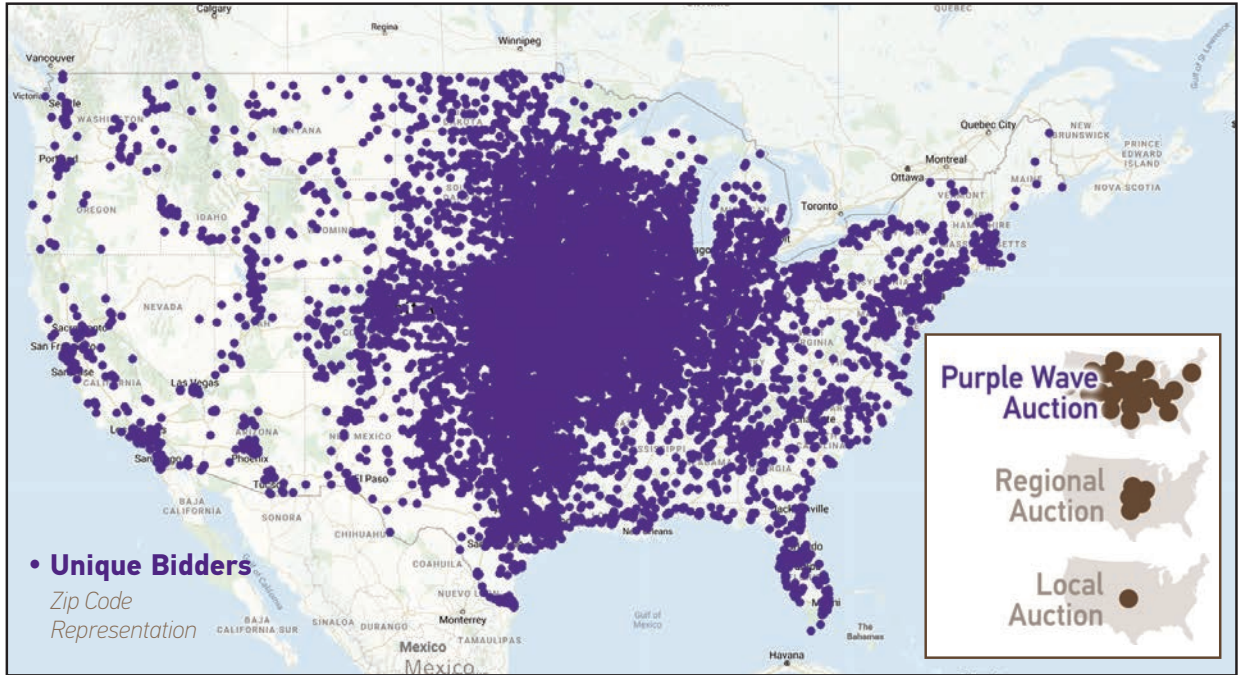
*First-time customer: A first-time customer is a customer who placed his or her first bid in this auction.

Appendix D

2018 Third Quarter Web Stats



Third Quarter '18 Auction Statistics



community maximizes exposure...

735,000+

1st time visitors

WHY SELL WITH PURPLE WAVE?



FREQUENCY

- multiple auctions each week
- auction dates fit your schedule
- 3 week bidding time maximizes exposure



SERVICE

- our team comes to you
- we handle listings & photos
- we handle payments and transfer of ownership



AUDIENCE

- large buying community
- we qualify bidders



EQUIPMENT

- sell as is, where is
- no transportation costs
- no prep costs

QUARTERLY ITEM SALES



- Construction: 40%
- Vehicles: 32%
- Ag Equipment: 14%
- Industrial: 8%
- Other: 6%

Appendix E

City of Lincoln, Lancaster County, NE Auction Management Team & Purple Wave Company Organization Chart

Your Purple Wave Auction Management Team



Aaron McKee
Founder

aaron@purplewave.com
785.317.1026 mobile

Aaron McKee grew up in Spearville, Kan. He founded Purple Wave in 1995 and established a full-service auction company in 2000. Aaron has been a leader in the auction industry for over nine years. Aaron is a member of the National Auctioneers Association and Kansas Auctioneers Association.

Aaron has served on the KAA board of directors and NAA technology committee. He has received the Certified Auctioneers Institute, Accredited Auctioneer of Real Estate, and e-PRO designations and was on the committee that authored the Auction Technology Specialist designation. Aaron is a graduate of Kansas State University, Manhattan, Kan., and holds a bachelor's degree in agriculture. He teaches auction courses several times each year at auction association conventions across the nation.



Richard Bates
Vice President of Sales

richard.bates@purplewave.com
785.844.2749 mobile

As the Purple Wave Vice President of Sales, I bring over 29 years of sales expertise in the construction, agriculture and governmental industries. I work hard for our sellers, sharing the benefits of Internet auctions, advising customers on the auction process and answering any questions that arise. I coordinate with our marketing department to ensure assets will receive maximum exposure to interested buyers.

I reside in Manhattan, Kan., and in my spare time my favorite activities are spending time with my two sons as well as hunting, golfing and fishing.



Brian Hemphill
Auction Director

brian.hemphill@purplewave.com
316.258.7911 mobile

Brian Hemphill joined Purple Wave in June 2015 as an auction director. Brian is responsible for managing a team of territory managers in the upper Midwest states. He strives to maximize business relationships while creating an environment where service and sales can flourish.

He has five years of experience in regional management, as well as ten years of experience owning his own construction and landscape business. Brian has spent the last three years in industrial equipment sales.

Brian received his bachelor's degree in business administration from Bellevue University in Nebraska and an associate's degree in merchandising management from Metro Community College in Omaha, Nebraska.



Scott Wiese
Territory Manager

scott.wiese@purplewave.com
402.510.5110 mobile

Taking care of the customer is my top priority. The keys to my success have been developing relationships with customers and providing service the way I would want to be served. My experiences include growing up on a farm, 6 years as a hired man, running my own livestock operation, 26 years in the equipment rental industry in South Carolina, Colorado and Nebraska. With these experiences comes a unique perspective.

During 10 years as a small business owner, I used several Internet auction services and understand the decision process to sell excess and aging equipment.

Through my previous experience with Internet auction companies, I found Purple Wave to be very professional and well-received by my customers. Purple Wave reached more people and I got a lot more calls and inquiries from potential buyers that had seen the equipment on purplewave.com. Since joining Purple Wave, I fully understand why I received good prices for the items I sold and why I was comfortable with the buying and selling process.



Todd Book
Auction Specialist

todd.book@purplewave.com
712.251.4464 mobile

Todd joined Purple Wave in August 2017 as an auction specialist. Todd will provide assistance to territory managers for data capture, contracts and customer interactions.

Prior to Purple Wave, Todd worked in the live auction business. Todd looks forward to meeting new people and continuing to watch Purple Wave grow.



Brandon Grubbs
Sales Coordinator

brandon.grubbs@purplewave.com
785.227.9717 office

Brandon Grubbs joined Purple Wave in October 2012 as a sales coordinator.

Brandon supports territory managers by providing customer relationship management assistance, key account assistance, asset marketing collaboration, client-lead administration, researching prospective bidders and sellers, and by serving as an interdepartmental liaison for his territory managers.

Brandon comes to Purple Wave with ten years of experience in the sales industry, ranging from a sales representative, to a regional manager, to a chemical specialist, and lastly as a vice president of sales for a small chemical company which targeted industrial, agricultural, and residential markets. His primary responsibilities included establishing and maintaining the client base which involved school districts, government agencies, corporations, companies and municipalities. In addition, he created and implemented strategic sales plans for territories, prepared sales proposals and maintained market research on competitors.

Brandon is a native of Manhattan, Kan and holds a B.S. in sociology from Kansas State University.



Amy Moore
Account Manager

amy.moore@purplewave.com
785.227.9535 office

Amy Moore joined Purple Wave in June 2011. She grew up on a farm in Hunter, Kan., where she and her family raised beef and various row crops. Most of her summers were spent on the tractor or doing various farm chores. In addition to her ag experience, Amy worked in the customer service world and enjoys working with end users.

Amy graduated from Kansas State University with a bachelor's degree in Animal Science & Industry and a minor in business. She worked as a traveling salesperson for Barnes Distribution, an industrial distributor of maintenance, repair, operating and production supplies, for six years before moving to a position with less travel. After two years as a sales coordinator for Purple Wave, she's now using her skills as an account manager handling national accounts.

Purple Wave Team Organization





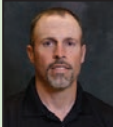





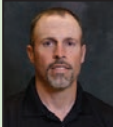





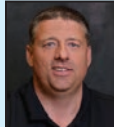





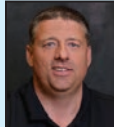



















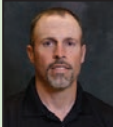




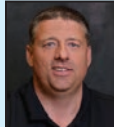








































**Chief Executive Officer/
Founder
Aaron McKee**



**Vice President
Richard Bates**

Sales

<p align="center">DISTRICT 1</p>  <p align="center"><i>(South)</i> Director - John Rogers</p> <p align="center">District 1 Territory Managers</p> <table border="0"> <tr> <td> Philip Butler</td> <td> Roger Kisner</td> <td> Keith Leis</td> </tr> <tr> <td> Bob McBride</td> <td> Jeremy Reid</td> <td> Michael Spradlin</td> </tr> </table>	 Philip Butler	 Roger Kisner	 Keith Leis	 Bob McBride	 Jeremy Reid	 Michael Spradlin	<p align="center">DISTRICT 2</p>  <p align="center"><i>(East)</i> Director - Jeff Wilson</p> <p align="center">District 2 Territory Managers</p> <table border="0"> <tr> <td> Dan Beussink</td> <td> Mike Boesker</td> <td> Michael Braun</td> </tr> <tr> <td> Scott Broz</td> <td> Clarence Collister</td> <td> Dan Doak</td> </tr> </table>	 Dan Beussink	 Mike Boesker	 Michael Braun	 Scott Broz	 Clarence Collister	 Dan Doak	<p align="center">DISTRICT 3</p>  <p align="center"><i>(North)</i> Director - Brian Hemphill</p> <p align="center">District 3 Territory Managers</p> <table border="0"> <tr> <td> Wade Banning</td> <td> Andy Divine</td> <td> John Hengel</td> </tr> <tr> <td> Pat Hoffman</td> <td> Ladd Wessels</td> <td> Scott Wiese</td> </tr> </table>	 Wade Banning	 Andy Divine	 John Hengel	 Pat Hoffman	 Ladd Wessels	 Scott Wiese
 Philip Butler	 Roger Kisner	 Keith Leis																		
 Bob McBride	 Jeremy Reid	 Michael Spradlin																		
 Dan Beussink	 Mike Boesker	 Michael Braun																		
 Scott Broz	 Clarence Collister	 Dan Doak																		
 Wade Banning	 Andy Divine	 John Hengel																		
 Pat Hoffman	 Ladd Wessels	 Scott Wiese																		
<p align="center">DISTRICT 4</p>  <p align="center"><i>(Texas)</i> Director Trey Johnson</p> <p align="center">District 4 Territory Managers</p> <table border="0"> <tr> <td> Harold Barber</td> <td> Rick Belt</td> <td> Jackie Black</td> <td> Paul Huling</td> <td> Jeff Johnson</td> </tr> </table>	 Harold Barber	 Rick Belt	 Jackie Black	 Paul Huling	 Jeff Johnson	 <p align="center">Kent Montgomery</p>	<p align="center">CORPORATE</p> <table border="0"> <tr> <td> Kevin Bergstrom</td> <td> Patrick Crouch</td> <td> CE McKee</td> <td> Dave Sommers</td> </tr> </table>	 Kevin Bergstrom	 Patrick Crouch	 CE McKee	 Dave Sommers									
 Harold Barber	 Rick Belt	 Jackie Black	 Paul Huling	 Jeff Johnson																
 Kevin Bergstrom	 Patrick Crouch	 CE McKee	 Dave Sommers																	

Operations



Director - Suzy McKee

Auction Specialist

Todd Book	Cody Browning	Wanda Dusin
Matthew Eilert	Dustin Falk	Roy Green
Cass Hemme	Tyler Peterson	Casey Wolfe
Chris Wolfe		

Project/Account Mngrs

Tricia Kaupp	Amy Moore

Sales Coordinators

Paul Eichen	Brandon Grubbs	Rachel Houglund
Derrick Shelor		

Web Ops

Manager - Mike Rasmussen		
Matthew Coomes	Matt McCluggage	Grant Watkins
Logan Wright		

Marketing



Vice President - David Brotton

Manager - Amy Shaneyfelt	Rodney Hoover	Bridget Hoover	Penny Hughs	Aaron Traffas	Daryl Williams

Customer Service




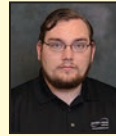






Director - York Hekel

Customer Service	Asset Qualification	Customer Development
 <p>Manager - Chuck Fischer</p>	 <p>Manager - Christina Hurt</p>	   <p>Kendra Cowell Gretchen Hedrick Candace Thompson</p>
   <p>Elaine Anders Luisa Hernandez Christina Morrow</p>	   <p>Jaimie Faustman Charmin Miller Cindy Ochoa</p>	 <p>Jamie Wilcox</p>
  <p>Stephanie Thede Becky Henry</p>	 <p>Michele Ulmer</p>	  <p>Maggie Deckert Jamie Wegenka</p>

Information Technology



Director - Jeff Bluemel

 <p>Curt Compagnone</p>	 <p>Shawn Conant</p>	 <p>Ryan McCants</p>	 <p>Andrew McMullen</p>	 <p>Alex Neises</p>	 <p>Jay Risner</p>	 <p>Marc Ryan</p>	 <p>Travis Warner</p>
--	---	---	--	---	---	--	--

Finance/ Administration



**Chief Financial Officer
Eric Williams**



**Controller/
Accounting Manager
Lea Briscoe**



LaShawna
Harrison



Bridget
Hoover



Michael
Schlegel



Jessica
Schurte



**Human Resources
Manager
Alisha Pollard**



**Holly Fenton
Corporate
Legal Counsel**

Maintenance



Kyle Perry

Appendix F

"My Account" Options

ACCOUNT PORTAL SOLD ITEM REPORTING

My Auction Results



Auctions Buy Sell Results About

My Account Logout Contact

Search Items Search All Items

Account Log out

- My Bids
- My Watch List
- My Won Items
- My Sold Items**
- My Profile
- My Communications
- Recommendations

My Sold Items

My Auction Results Settlement Summary Buyers Invoices






My Auction Results

Auction

2017 Aug 08 - 2017 Oct 08 (All Auctions)

Items

Sort by: Value 100 / page

	Item # DA1142 Aberdeen, SD	Winning Bid: \$67,000	Buyer: #5693 Jim Wilson 111 N. Main South Hutchinson, KS 67334 jwilson@purple.com
	Item # DA1140 Aberdeen, SD	Winning Bid: \$65,000	Buyer: #94295 David Miller 1720 American Pkwy Waco, TX 76798 davidmiller@purple.com
	Item # DB9423 Pierre, SD	Winning Bid: \$27,500	Buyer: #168451 Mike Jensen 111 N. Main Mobridge, SD 57450 mjensen@purple.com
	Item # DA1118 Pierre, SD	Winning Bid: \$27,000	Buyer: #128157 Steve Jensen 111 N. Main El Paso, TX 79901 stevejensen@purple.com
	Item # DA1124 Pierre, SD	Winning Bid: \$25,500	Buyer: #109893 Jim Wilson 111 N. Main Mora, MN 55050 jwilson@purple.com

My Auction Results



Auctions Buy Sell Results About

My Account 10 Logout Contact

Search Items

Account Log out

- My Bids
- My Watch List
- My Won Items
- My Sold Items**
- My Profile
- My Communications
- Recommendations

My Sold Items

-
-
-

Settlement Summary

Auction

2017 Aug 08 - 2017 Sep 04 (State of South Dakota County) ▼

Settlements

Seller #	Name	Winning Bids	Commission & Fees	Total	Payments	Balance
12847	Carroll, Robert	\$76,277.00	\$0.00	\$76,277.00	\$76,277.00	\$0.00

Buyers Invoices



Auctions Buy Sell Results About

My Account 10 Logout Contact

Search Items

Account Log out

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- My Watch List
- My Won Items
- My Sold Items**
- My Profile
- My Communications
- Recommendations

My Sold Items

-
-
-

Buyers Invoices

Auction

2017 Aug 08 - 2017 Sep 04 (State of South Dakota County) ▼

Invoices

Cust #	Name	Bid Total	Buyer's Premium	Taxes & Fees	Total	Payments	Balance Due
12852	Michael (Shane) (Shane)	\$4,900.00	\$490.00	\$0.00	\$5,390.00	\$5,390.00	\$0.00
9893	Jay Wilson	\$67,000.00	\$6,700.00	\$0.00	\$73,700.00	\$73,700.00	\$0.00
9897	Robert (Robert) (Lyle)	\$15,450.00	\$0.00	\$0.00	\$15,450.00	\$0.00	\$0.00
12853	Tony (Robert)	\$2,800.00	\$280.00	\$0.00	\$3,080.00	\$3,080.00	\$0.00
9897	Betsy (Betsy)	\$9,700.00	\$970.00	\$0.00	\$10,670.00	\$10,670.00	\$0.00
12876	Josh (Josh)	\$15,500.00	\$1,550.00	\$0.00	\$17,050.00	\$17,050.00	\$0.00
17568	Chris (Chris)	\$4,200.00	\$420.00	\$0.00	\$4,620.00	\$4,620.00	\$0.00
9874	Wayne (Wayne)	\$13,500.00	\$1,350.00	\$965.25	\$15,815.25	\$15,815.25	\$0.00
9875	Paula (Paula)	\$15,500.00	\$1,550.00	\$0.00	\$17,050.00	\$17,050.00	\$0.00
9798	Paula (Paula)	\$5,150.00	\$515.00	\$0.00	\$5,665.00	\$5,665.00	\$0.00
9898	David (David)	\$65,000.00	\$6,500.00	\$0.00	\$71,500.00	\$71,500.00	\$0.00
9879	Theresa (Theresa)	\$375.00	\$37.50	\$26.81	\$439.31	\$439.31	\$0.00
9877	Greg (Greg)	\$2,700.00	\$270.00	\$0.00	\$2,970.00	\$2,970.00	\$0.00

Appendix G

Certificate of Liability Insurance

Appendix H

**Website
Home Page
Auction Listings**

Purple Wave is a no-reserve online auction service.
Straight. Simple. Sold.

CONST. AG EQUIP. TRUCK/TRAILER PASSENGER

View ALL Upcoming Items

Check the status of your bids

Log In

Register

VEHICLES & EQUIPMENT SELLING NOV 29

BID TODAY!

fire trucks & emergency vehicles

1985 Duplex 35270-85 ladder fire truck

BID NOW! **SELLING NOVEMBER 27**

New to Purple Wave?

How Buying Works

How Selling Works

Upcoming Auctions

- | | | |
|---|-----------|--------------|
| Tuesday, November 27 | 557 items | 10:00 AM CST |
| Government Auction KS, MO, OK, TX, NE, SD, IA | | |
| | | |
| Wednesday, November 28 | 473 items | 10:00 AM CST |
| Vehicles and Equipment Auction KS, MO, OK, MN, IA, TX, SD, NE, ... | | |
| | | |
| Thursday, November 29 | 420 items | 10:00 AM CST |
| Construction Equipment Auction KS, MO, OK, NE, IA, TX, MN, IL, ... | | |
| | | |
| Tuesday, December 4 | 118 items | 10:00 AM CST |
| Government Auction IA, KS, MO | | |
| | | |
| Tuesday, December 4 | 231 items | 11:00 AM CST |
| Liberty Ranch LLC Auction KS | | |
| | | |
| Wednesday, December 5 | 178 items | 10:00 AM CST |
| Ag Equipment Auction KS, MO, NE, OK, CO, TX, AR, WY, ... | | |
| | | |
| Thursday, December 6 | 83 items | 10:00 AM CST |
| Truck and Trailer Auction KS, MO, OK, IA, MN, AR | | |
| | | |
| Thursday, December 6 | 282 items | 11:00 AM CST |
| Nevada Forklift Sales Inc. Retirement Auction NV | | |
| | | |
| Wednesday, December 12 | 120 items | 10:00 AM CST |
| Vehicles and Equipment Auction KS, MN, IA, MO, OK, AR, NE, SD | | |
| | | |
| Thursday, December 13 | 212 items | 10:00 AM CST |
| Construction Equipment Auction MO, TX, KS, IA, OK, WI, NE, SD, ... | | |
| | | |

Appendix I

Addendum 1

ADDENDUM #1
Issue Date:
11/9/2018
Bid No. 18-236
Auction Services

Addenda are instruments issued by the Purchasing Department prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

1. Previous contract document and auction settlement statements have been added.

END OF ADDENDA NO. 1

All other terms, conditions and requirements of the request remain the same as originally indicated in the document or as modified on previous addenda.

Rachelle Hinze,
Buyer

Purple Wave has read and reviewed the updated documents.

Appendix J

Addendum 2

ADDENDUM #2
Issue Date:
11/13/2018
RFP No. 18-236
Auction Services

Addenda are instruments issued by the Purchasing Department prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

- Q. In the RFP under "project requirements" 1.12 it states that the "Vendor shall possess current Nebraska Automotive Dealers License". If Vendor does not currently have a Nebraska Automotive Dealers License due to Vendor not having an "established place of business" in Nebraska as defined in the Motor Vehicle Industry Regulation Act § 60-1401.15. If Vendor is not able to obtain a Nebraska Automotive Dealers License, is this project requirement able to be waived? If the requirement is not able to be waived what does Vendor need to do to meet this requirement? Vendor conducts all auctions online and the asset being sold remains at the seller's location until it is sold and picked up by the buyer.
- A. Section 1.12 shall be deleted.
- Q. Under Section 3 "Project Requirements" #3 Technical Requirement; 3.7-Do you provide the vendor the titles for the vehicles before the sale or after the sale has been completed?
- A. Titles are released to the auction company at the time pictures are taken prior to the listing. We can work with the award vendor on what works best for the vendor.

END OF ADDENDA NO. 2

All other terms, conditions and requirements of the request remain the same as originally indicated in the document or as modified on previous addenda.

Rachelle Hinze,
Buyer

Purple Wave has read and agrees to delete section 1.12.

Appendix K

Addendum 3

ADDENDUM #3
Issue Date:
11/15/2018
RFP No. 18-236
Auction Services

Addenda are instruments issued by the Purchasing Department prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

1. Vendor shall provide all license requirements meeting the State of Nebraska Statute. Vendor may contact the State of Nebraska for these requirements. License requirement(s) shall be provided under section E. of Proposal submission and format section.

END OF ADDENDA NO. 3

All other terms, conditions and requirements of the request remain the same as originally indicated in the document or as modified on previous addenda.

Rachelle Hinze,
Buyer

Purple Wave has read Addendum #3. Purple Wave meets or will meet all online auction requirements of the State of Nebraska.



www.purplewave.com

A photograph of a large, multi-story stone building with Gothic-style architecture, including pointed arch windows and a central gable. The building is set against a clear blue sky. A yellow diagonal banner is overlaid on the image.

COST PROPOSAL

City of Lincoln, Lancaster County
City of Lincoln-Lancaster County Public Building Commission

Request for Proposal 18-236

AUCTION SERVICES

Submittal Date: November 21, 2018 - 12:00 p.m.



www.purplewave.com

RFP 18-236
AUCTION SERVICES
COST PROPOSAL

Vendors must complete this form and attach additional documentation as required on company letterhead and place in a sealed envelope separate from the written or Ebid proposal as instructed in the Specifications.

1. TOTAL ALL-INCLUSIVE COMMISSION RATE: 0 % x ESTIMATED PROCEEDS
\$400,000.00 = \$ 0.
2. BUYERS PREMIUM (If applicable): 10 % x ESTIMATED PROCEEDS
\$400,000.00 = \$ 40,000.
3. OTHER CHARGES (Explain Below): \$ 0
4. TOTAL AMOUNT: \$ 40,000

Vendor shall place all information associated with the estimated final cost on the space provided below or include an attachment on Company letterhead with their Written Response, in a separate envelope, to be attached to the Response Attachment section of the Ebid response. The cost for Auction Services will be an evaluation factor in the selection of a qualified firm.

Other charges may include advertising, title transfer fees, printing, travel expenses, flat fees, etc.

Explain other charges:



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www.purplewave.com



**SUPPLEMENTAL
CONFIDENTIAL ATTACHMENT**

City of Lincoln, Lancaster County
City of Lincoln-Lancaster County Public Building Commission

Request for Proposal 18-236
AUCTION SERVICES

Submittal Date: November 21, 2018 - 12:00 p.m.





COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:
- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

- (2) The "bodily injury" or "property damage" occurs during the policy period; and

- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. Incidental Medical Malpractice

- (1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:
 - (a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and
 - (b) You are not engaged in the business or occupation of providing such services.

- (2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible;
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or
- (6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors

working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" arising from the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at the job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms:

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer, software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Employment-Related Practices

"Bodily injury" to:

- (1) A person arising out of any "employment-related practices"; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

r. Asbestos

- (1) "Bodily injury" or "property damage" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
 - (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or

kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

- (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
- (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning Or Explosion

Exclusions c. through h. and j. through n. do not apply to damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" arising out of an offense committed by, at the direction or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services.

i. Infringement Of Intellectual Property Rights

"Personal and advertising injury" arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of:

- (1) Copyright;

- (2) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

- (3) Title of any literary or artistic work.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 17.a., b. and c. of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Internet Advertisements And Content Of Others

"Personal and advertising injury" arising out of:

- (1) An "advertisement" for others on your web site;
- (2) Placing a link to a web site of others on your web site;
- (3) Content, including information, sounds, text, graphics, or images from a web site of others displayed within a frame or border on your web site; or
- (4) Computer code, software or programming used to enable:
 - (a) Your web site; or
 - (b) The presentation or functionality of an "advertisement" or other content on your web site.

q. Right Of Privacy Created By Statute

"Personal and advertising injury" arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act.

r. Violation Of Anti-Trust law

"Personal and advertising injury" arising out of a violation of any anti-trust law.

s. Securities

"Personal and advertising injury" arising out of the fluctuation in price or value of any stocks, bonds or other securities.

t. Discrimination Or Humiliation

"Personal and advertising injury" arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

u. Employment-Related Practices

"Personal and advertising injury" to:

- (1) A person arising out of any "employment-related practices"; or

- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

v. Asbestos

- (1) "Personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
 - (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
 - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
 - (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

COVERAGE C MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;provided that:
 - (1) The accident takes place in the "coverage territory" and during the policy period;
 - (2) The expenses are incurred and reported to us within three years of the date of the accident; and
 - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
 - (1) First aid administered at the time of an accident;
 - (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
 - (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

- 1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
 - c. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

- e. All costs taxed against the insured in the "suit".
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

- 2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
 - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
 - e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
 - f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee,

necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees and Volunteer workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph (d) does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by,
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will

have all your rights and duties under this Coverage Part.

e. Unnamed Subsidiary

Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which an insured under this Coverage Part is also an insured under another policy or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.

3. Newly Acquired or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
- (2) With respect to the insurance afforded to these additional insureds this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. Lessors of Land or Premises

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

With respect to the insurance afforded these additional insureds the following additional exclusions apply:

This insurance does not apply to:

- 1. Any "occurrence" which takes place after you cease to lease that land; or
- 2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers or Surveyors

Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In connection with your premises; or
- (2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- 1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- 2. Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations;
- (2) In connection with your premises owned by or rented to you; or
- (3) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (a) The written contract or agreement requires you to provide such coverage to such additional insured; and
 - (b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds under this provision is described in Section III – Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section IV – Commercial General Liability Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Most We will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or

- c. Persons or organizations making claims or bringing "suits".

2. General Aggregate Limit

The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage C;
- b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage B.

3. Products-Completed Operations Aggregate Limit

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Personal and Advertising Injury Limit

Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Each Occurrence Limit

Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- a. Damages under Coverage A; and
- b. Medical expenses under Coverage C because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Damage To Premises Rented To You Limit

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

7. Medical Expense Limit

Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

8. How Limits Apply To Additional Insureds

If you have agreed in a written contract or written agreement that another person or organization be

COMMERCIAL GENERAL LIABILITY
COVERAGE PART - DECLARATIONS

POLICY NUMBER: 37 UUN VT5764

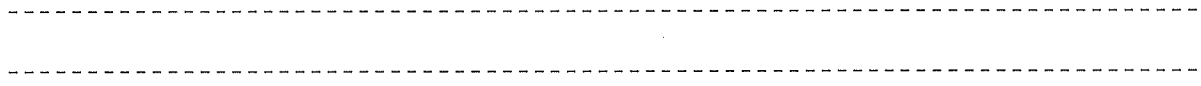
THIS COMMERCIAL GENERAL LIABILITY COVERAGE PART CONSISTS OF:

- A. THIS DECLARATIONS,
- B. COMMERCIAL GENERAL LIABILITY SCHEDULE,
- C. COMMERCIAL GENERAL LIABILITY COVERAGE FORM, AND
- D. ANY ENDORSEMENTS ISSUED TO BE A PART OF THIS COVERAGE PART AND LISTED BELOW.

LIMITS OF INSURANCE

THE LIMITS OF INSURANCE, SUBJECT TO ALL THE TERMS OF THIS POLICY THAT APPLY, ARE:

EACH OCCURRENCE LIMIT	\$ 1,000,000
DAMAGE TO PREMISES RENTED TO YOU LIMIT - ANY ONE PREMISES	\$ 300,000
MEDICAL EXPENSE LIMIT - ANY ONE PERSON	\$ 10,000
PERSONAL AND ADVERTISING INJURY LIMIT	\$ 1,000,000
GENERAL AGGREGATE LIMIT, (OTHER THAN PRODUCTS-COMPLETED OPERATIONS)	\$ 2,000,000
PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT	\$ 2,000,000



AUDIT PERIOD: ANNUAL AUDIT

EXCEPT IN THIS DECLARATIONS, WHEN WE USE THE WORD "DECLARATIONS" IN THIS COVERAGE PART, WE MEAN THIS "DECLARATIONS" OR THE "COMMON POLICY DECLARATIONS".

FORM NUMBERS OF COVERAGE FORMS AND
ENDORSEMENTS THAT ARE PART OF THIS
COVERAGE PART :

HC70010605 CG01091185 CG21060514 HC00891210 HC00971210

COMMERCIAL GENERAL LIABILITY
COVERAGE PART - DECLARATIONS (CONTINUED)

POLICY NUMBER: 37 UUN VT5764

FORM NUMBERS OF COVERAGE FORMS AND
ENDORSEMENTS THAT ARE PART OF THIS
COVERAGE PART : (CONTINUED)

HC23140617 HC23700115 HG00010605 HG00681210 HC12101185T

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership or joint venture,
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor and
 - (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

D. Additional Insured if Required by Contract

(1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - OF SECTION IV - BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

E. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

3. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

6. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

7. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III – Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

9. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

14. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

- e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

15. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

17. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.
- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

19. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

1
C O M M E R C I A L A U T O C O V E R A G E P A R T
B U S I N E S S A U T O C O V E R A G E F O R M D E C L A R A T I O N S

POLICY NUMBER: 37UUNVT5764

THIS COMMERCIAL AUTO COVERAGE PART CONSISTS OF:

- A. THIS DECLARATIONS FORM HA00250615,
- B. BUSINESS AUTO COVERAGE FORM, FORM CA00011013; AND
- C. ANY ENDORSEMENTS ISSUED TO FORM A PART OF IT.

I T E M O N E - N A M E D I N S U R E D A N D A D D R E S S

THE NAMED INSURED IS STATED IN ITEM 1. OF THE COMMON POLICY DECLARATIONS.

F O R M N U M B E R S O F S C H E D U L E S A N D
E N D O R S E M E N T S F O R M I N G P A R T O F T H I S
C O V E R A G E P A R T O N I T S E F F E C T I V E D A T E :

HA00040302 HA00250615T HA00360917T HA00120615T CA00011013 CA22141013
CA22250117 CA99031013 CA99351113 CA99020994 CA21121013 CA21371013
CA21241013 CA21041013 CA31040218 CA21701013 CA21181115 CA21411013
CA21091013T CA01220117 CA01231013 CA01321013 CA01561113 CA01601013
CA01650716 CA01961013 CA02650116 CA05020416 CA23441116 CA99951013
HA20070917T HA99080614 HA99160312 HA99270406 CA99371013

INCLUDES COPYRIGHTED MATERIAL OF INSURANCE SERVICES OFFICE, INC., WITH
ITS PERMISSION. COPYRIGHT INSURANCE SERVICES OFFICE, INC.

ADDENDUM #1
Issue Date:
11/9/2018
Bid No. 18-236
Auction Services

Addenda are instruments issued by the Purchasing Department prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

1. Previous contract document and auction settlement statements have been added.

END OF ADDENDA NO. 1

All other terms, conditions and requirements of the request remain the same as originally indicated in the document or as modified on previous addenda.

Rachelle Hinze,
Buyer

ADDENDUM #2
Issue Date:
11/13/2018
RFP No. 18-236
Auction Services

Addenda are instruments issued by the Purchasing Department prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

- Q. In the RFP under "project requirements" 1.12 it states that the "Vendor shall possess current Nebraska Automotive Dealers License". If Vendor does not currently have a Nebraska Automotive Dealers License due to Vendor not having an "established place of business" in Nebraska as defined in the Motor Vehicle Industry Regulation Act § 60-1401.15. If Vendor is not able to obtain a Nebraska Automotive Dealers License, is this project requirement able to be waived? If the requirement is not able to be waived what does Vendor need to do to meet this requirement? Vendor conducts all auctions online and the asset being sold remains at the seller's location until it is sold and picked up by the buyer.
- A. Section 1.12 shall be deleted.
- Q. Under Section 3 "Project Requirements" #3 Technical Requirement; 3.7-Do you provide the vendor the titles for the vehicles before the sale or after the sale has been completed?
- A. Titles are released to the auction company at the time pictures are taken prior to the listing. We can work with the award vendor on what works best for the vendor.

END OF ADDENDA NO. 2

All other terms, conditions and requirements of the request remain the same as originally indicated in the document or as modified on previous addenda.

Rachelle Hinze,
Buyer

ADDENDUM #3
Issue Date:
11/15/2018
RFP No. 18-236
Auction Services

Addenda are instruments issued by the Purchasing Department prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

1. Vendor shall provide all license requirements meeting the State of Nebraska Statute. Vendor may contact the State of Nebraska for these requirements. License requirement(s) shall be provided under section E. of Proposal submission and format section.

END OF ADDENDA NO. 3

All other terms, conditions and requirements of the request remain the same as originally indicated in the document or as modified on previous addenda.

Rachelle Hinze,
Buyer

REQUEST FOR PROPOSALS

CITY OF LINCOLN, LANCASTER COUNTY
CITY OF LINCOLN-LANCASTER COUNTY PUBLIC
BUILDING COMMISSION

Auction Services

RFP 18-236

Issue Date: Friday, November 9, 2018

Closing Date and Time:
Wednesday, November 21, 2018 at 12:00 p.m. (CST)



City of Lincoln | Lancaster County Purchasing
Sharon Mulder
Assistant Purchasing Agent
440 S. 8th Street, Suite 200
Lincoln, NE 68508
402-441-7428

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GLOSSARY OF TERMS

Note: In the event of a conflict of definition of terms between the Glossary of Terms and language contained within the Request for Proposal document (RFP), the RFP language shall take precedence.

Acceptance Test Procedure: Benchmarks and other performance criteria, developed by the Owner or other sources of testing standards, for measuring the effectiveness of products or services and the means used for testing such performance.

Addendum: Something to be added or deleted to an existing document; a supplement to the originally published information.

After Receipt of Order (ARO): After Receipt of Order – Begins when the successful Contractor receives either a purchase order or a Notice to Proceed (NTP) after a contract has been executed by all parties.

Agencies: The [City of Lincoln], [Lancaster County] and the City of Lincoln/Lancaster County Public Building Commission – hereinafter referred to as Owner.

Agent/Representative: A person authorized to act on behalf of another.

Amend: To alter or change by adding, subtracting, or substituting.

Amendment: A written correction or alteration to a contract document.

Appropriation: Legislative authorization to expend public funds for a specific purpose. Money set apart for a specific use.

Award: All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the RFP and associated documents in Ebid. The Owner reserves the right to reject any or all proposals, wholly or in part, or to award to multiple proposers in whole or in part. The Owner reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the proposer's competitive position. All awards will be made in a manner deemed in the best interest of the Owner.

Best Value: A determination made through the evaluation of responses using factors in addition to price to identify the highest ranked, responsible and responsive Proposer who has the best offering for the Owner.

Bid Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the proposer will not withdraw the bid.

Bidder: A proposer who submits an offer in response to a written solicitation.

Business: Any corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture or any other private legal entity.

Business Day: Any weekday, except Owner-recognized holidays.

Calendar Day: Every day shown on the calendar including Saturdays, Sundays and holidays.

Cancellation: To call off or revoke a purchase order or contract without expectation of conducting or performing it at a later time.

City/County Ebid System: The internet-based system used by the City of Lincoln and Lancaster County for soliciting bids, issuing requests for proposals and qualifications, providing access to contracts and communicating with bidders and proposers and for the electronic submission of proposals and bid responses.

Collusion: An agreement or cooperation between two or more persons or entities to accomplish a fraudulent, deceitful, or unlawful purpose.

Commodities: Any equipment, material, supply or goods; anything movable or tangible that is provided or sold.

Commodities Description: Detailed descriptions of the items to be purchased; may include information necessary to obtain the desired quality, type, color, size, shape, or special characteristics necessary to perform the work intended to produce the desired results.

Competition: The effort or action of two or more commercial interests to obtain the same business from third parties.

Confidential Information: Unless otherwise defined below, "Confidential Information" shall also mean proprietary trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Nebraska Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

Contract: An agreement between two or more parties creating obligations that are enforceable or otherwise recognizable at law; the writing that sets forth such an agreement.

Contract Administration: The management of the contract which includes and is not limited to; contract signing, contract amendments and any necessary legal actions.

Contract Award: Occurs upon execution of the City/County document titled "Contract Documents" by the proper authority.

Contract Management: The management of day to day activities at the agency which includes and is not limited to ensuring deliverables are received, specifications are met, handling meetings and making payments to the Contractor.

Contract Period: Language outlined in the contract documents that delineates the start and end dates of the contract performance period and may also include information regarding any optional renewals.

Contractor: Any individual or entity having a contract to furnish commodities or services.

Cooperative Purchasing: The combining of requirements of two or more political entities to obtain advantages of volume purchases, reduction in administrative expenses or other public benefits.

Copyright: A property right in an original work of authorship fixed in any tangible medium of expression, giving the holder the exclusive right to reproduce, adapt and distribute the work.

Cost: See Price/Cost.

Customer Service: The process of ensuring customer satisfaction by providing assistance and advice on those products or services provided by the contractor.

Default: The omission or failure to perform a contractual duty.

Department: A division of the City of Lincoln, Lancaster County, or City of Lincoln/Lancaster County Public Building Commission responsible for the entire procurement process from initiation to contract administration of the Purchase Order or Contract to be executed.

Deviation: Any proposed change(s) or alteration(s) to either the terms and conditions or deliverables within the scope of the written solicitation or contract.

Essential Qualifications and Experience: Information provided in Section I. of this RFP that describes the minimum qualifications and/or experience necessary to be deemed eligible for consideration in the evaluation process and/or receive a contract award.

Evaluation: The process of examining an offer after opening to determine the proposer's responsibility, responsiveness to requirements, and to ascertain other characteristics of the offer that relate to determination of the successful award.

Extension: Continuance of a contract for a specified duration upon the agreement of the parties beyond the original Contract Period. Not to be confused with "Renewal Period".

Free on Board (F.O.B.) Destination: The delivery charges are included in the quoted price and prepaid by the contractor. Contractor is responsible for all claims associated with damages during delivery of product.

Foreign Corporation: A foreign corporation that was organized and chartered under the laws of another state, government, or country.

Installation Date: The date when the Contractor shall perform duties as outlined in the documents of the RFP, proposal and subsequent contract.

Interested Party: A person, acting in their personal capacity, or an entity entering into a contract or other agreement creating a legal interest therein.

Late Proposal: An offer received after the Opening Date and Time.

Licensed Software Documentation: The user manuals and any other materials in any form or medium customarily provided by the Contractor to the users of the Licensed Software which will provide the Owner with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently.

Mandatory/Must: Required, compulsory, or obligatory.

May: Discretionary, permitted; used to express possibility.

Module (see System): A collection of routines and data structures that perform a specific function of software.

Must: See Mandatory/ Must and Shall/Will/Must.

National Institute for Governmental Purchasing (NIGP): National Institute of Governmental Purchasing – Source used for assignment of universal commodity codes to goods and services.

Negotiation Committee: Committee appointed by the requesting agency that advises and assists the Purchasing office in negotiating a final scope and fee based on offers made in response to written solicitations.

Non-Responsive: A classification of the Proposer that occurs when the Request for Proposal (RFP) response fails to conform to the substantive requirements of the solicitation and/or does not provide information material to evaluation and/or award eligibility.

Notice to Proceed: A written notice sent to the awarded Contractor stating that work may commence on a certain date, following the complete execution of the contract.

Not-Responsible: A classification of the Proposer that occurs when the respondent does not demonstrate the necessary qualifications, experience, capabilities, acceptable past performance, reputation and/or yield favorable information from references to meet the required standards necessary to be eligible for a contract award.

Opening Date and Time: Specified date and time for the public opening of received, labeled, and sealed formal proposals.

Outsourcing: The contracting out of a business process which an organization may have previously performed internally or has a new need for, to an independent organization from which the process is purchased back.

Owner: City of Lincoln, Lancaster County and City of Lincoln-Lancaster County Public Building Commission

Performance Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the contractor fulfills any and all obligations under the contract.

Pre-Proposal Conference: A meeting scheduled for the purpose of clarifying a written solicitation and related expectations.

Price/Cost: The cost for performing duties according to the terms of the proposal and subsequent contract as proposed by the Proposer at time of RFP submission. Price may be negotiated following a recommendation of the Selection Committee. Price is an evaluation factor and is not evaluated by the Selection Committee with the other qualification factors. Price is normally submitted in a separate envelope and is completed according to the Cost Proposal Sheet included in the RFP documents.

Product: Something that is distributed commercially for use or consumption and that is usually (1) tangible personal property, (2) the result of fabrication or processing, and (3) an item that has passed through a chain of commercial distribution before ultimate use or consumption.

Program Error: Code in Licensed Software which produces unintended results or actions, or which produces results or actions other than those described in the specifications. A program error includes, without limitation, any Critical Program Error.

Program Set: The group of programs and products, including the Licensed Software specified in the RFP, plus any additional programs and products licensed by the City of Lincoln/Lancaster County/Lancaster County Public Building Commission under the contract for use by the City of Lincoln/Lancaster County/Lancaster County Public Building Commission.

Project: The total scheme, program, or method worked out for the accomplishment of an objective, including all documentation, commodities and services to be provided under the contract.

Proposal: The offer submitted by a proposer in a response to a written solicitation.

Proposer: Company submitting a proposal to an RFP issued by the City/County Purchasing Department.

Proprietary Information: Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific named competitor(s) advantaged by release of the information and the demonstrated advantage the named competitor(s) would gain by the release of information.

Public Proposal Opening: The process of unsealing written proposals and closing the RFP in Ebid at the time specified in the written solicitation.

Renewal Period: Optional contract periods subsequent to the original Contract Period for a specified duration with previously agreed to terms and conditions by all parties involved. Not to be confused with Extension.

Request for Proposal (RFP): A written solicitation for obtaining competitive offers utilizing qualifications and costs.

Responsible Proposer: A Proposer who has the capability in all respects to perform fully and lawfully all requirements with integrity and reliability to assure good faith performance.

Responsive Proposer: A Proposer who has submitted an RFP response which conforms to all requirements of the solicitation document.

Selection Committee: Committee(s) appointed by the requesting agency that advises and assists the procuring office in the evaluation of proposals (offers made in response to written solicitations).

Shall/Will/Must: An order/command; mandatory.

Should: Expected; suggested, but not necessarily mandatory.

Software License: Legal instrument with or without printed material that governs the use or redistribution of licensed software.

Sole Source – Commodity: When an item is available from only one source due to the unique nature of the requirement, its supplier, or market conditions.

Sole Source – Services: A service of such a unique nature that the contractor selected is clearly and justifiably the only practical source to provide the service. Determination that the contractor selected is justifiably the sole source is based on either the uniqueness of the service or sole availability at the location required.

Specifications: The detailed statement, especially of the measurements, quality, materials, and functional characteristics or other items to be provided under a contract.

Termination: Occurs when either party, pursuant to a power created by agreement or law, puts an end to the contract prior to the stated expiration date. All obligations which are still executory on both sides are discharged but any right based on prior breach or performance survives.

Third Party: Any person or entity, including but not limited to fiduciaries, shareholders, owner, officers, managers, employees, legally disinterested persons, and sub-contractors or agents and their employees. It shall not include any entity or person who is an interested party to the contract or agreement.

Trade Secret: Information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that (a) derives independent economic value, actual or potential,

from not being known to, and not being ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (see Neb. Rev. Stat. §87-502(4)).

Trademark: A word, phrase, logo, or other graphic symbol used by a manufacturer or distributor to distinguish its product from those of others, registered with the U.S. Patent and Trademark Office.

Upgrade: Any change that improves or alters the basic function of a product or service.

Vendor: An individual or entity lawfully conducting business in the State of Nebraska, or licensed to do so, who seeks to provide goods or services under the terms of a written solicitation.

Will: See Shall/Will/Must

Work Day: See Business Day.

I. PROJECT INFORMATION AND ESSENTIAL QUALIFICATIONS:

A. PROJECT OVERVIEW:

The City of Lincoln, Lancaster County, City of Lincoln/Lancaster County Public Building Commission, (hereinafter referred to as "Owners"), are requesting proposals from qualified Auction Companies to submit proposal responses for Auction Services for disposal of Owners owned surplus property.

The Owner intends to select an Auction Company based on the evaluation criteria outlined herein which will accomplish the objectives of the project.

The successful contractor(s) will be responsible for remaining on established schedules for all services rendered so as to meet the proposed schedule for the project deliverable(s).

B. PROJECT/BACKGROUND INFORMATION:

The Owners surplus of auction property may include but are not limited to:

- Cars, trucks, buses, motor graders, construction and heavy equipment, vehicle parts, tool boxes, light bars, etc.
- Office equipment, office furniture, office supplies, etc.
- Computers, monitors and printers
- Maintenance equipment and supplies
- Miscellaneous specialized and unique items
- There may be one item to sell or numerous items requested to be sold per each online auction.

C. RFP DOCUMENTS

Proposers are to promptly notify the Purchasing Department Staff, prior to the close of the RFP, of any ambiguity, inconsistency or error discovered upon examination of the RFP documents, including, but not limited to the information outlined herein and any information provided in Ebid.

D. AVAILABLE INFORMATION AND/OR IMPORTANT DOCUMENTS

Important Documents or Available Information:

- Previous contract documents and auction settlement statements can be found under the attachment section of the Ebid system.

E. CONTRACT PERIOD

The contract shall be for a period of one (1) year with the option to renew for three (3) additional one (1) year terms effective January 1, 2019 or upon execution if after January 1, 2019.

F. ESSENTIAL QUALIFICATIONS AND EXPERIENCE:

The Owner is seeking a contractor with the following minimum qualifications to be deemed responsible and eligible for evaluation. If your company does not meet and/or exceed ALL of the essential qualifications listed, your company is advised to not proceed with preparing and submitting an RFP response to this solicitation.

Confirmation that your company has read, understands and meets the minimum qualifications is to be included in your Proposal submission – see "[EXHIBIT 1](#)". Complete the form, print and include in the proper areas of the RFP response as requested in the submission instructions outlined in Section IV. Failure to include "[EXHIBIT 1](#)" in your proposal submission may result in your company being deemed as "Not Responsible" and disqualified from consideration. Meeting the minimum essential qualifications and experience are required elements to be deemed responsible.

1. Vendor shall have been successfully engaged in providing similar services to a governmental entity for a minimum of five (5) consecutive years

2. Proposer shall have a minimum of \$300,000.00 in auction sales from at least one governmental entity over the last 2 years.

This RFP invites qualified proposers to submit responses for accomplishment of the items of work described in **Section III. PROJECT INFORMATION.**

The scope of general and required services identified in this RFP are intended to serve as a general description of anticipated objectives and tasks.

The Owner will rely on the proposer's competence and experience to work with all Owner departments and divisions in meeting all necessary tasks, providing ongoing quality services and communicating successfully to provide the most effective and efficient products and/or services.

II. PROCUREMENT PROCEDURE

A. AFFIRMATIVE ACTION

The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all proposers and encourages minority businesses and women's business enterprises to participate in our bidding process.

B. RFP APPROACH

The RFP process is designed to be a competitive negotiation platform, where price is not the sole determinative factor; also, the Owner has the flexibility to negotiate with a select proposer to arrive at a mutually agreeable relationship.

The Owner reserves the right to accept or reject any or all offers, parts of offers; request rebids; waive irregularities and technicalities in offers; such as shall best serve the requirements and interests of the Owner.

C. SELECTION COMMITTEE

A Selection Committee will be assigned the task of reviewing the proposals received.

1. The Selection Committee may request documentation from Proposer(s) of any information provided in their proposal response or require the Proposer to clarify or expand qualification statements.
2. The Selection Committee may also require a site visit and/or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.

D. PROPOSAL PROCEDURE

A complete must complete both steps directly below to create an RFP submission.

- 1) Proposers shall respond electronically to all attributes and addendums as required using the City/County Ebid.
- 2) All components of the written response shall be mailed or delivered to the office of the Purchasing Division and/or attached in Ebid as instructed.

Proposer shall submit complete sets of the RFP documents and all supporting material as indicated in this document.

Proposed prices shall be submitted on the **ATTACHMENT 1 – COST PROPOSAL** with backup documentation on company letterhead in a separate envelope marked "COST PROPOSAL". COST PROPOSAL envelope must be submitted at the same time as the written proposal if the specifications indicate that price will be evaluated as part of the award criteria.

Proposal submitted by a Proposer other than a corporation must include the name and address of each member. A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof. Any person signing a proposal for a company, corporation, or other organization must show evidence of his/her authority to bind such company, corporation, or organization.

Written or Ebid Proposals received after the time and date established for receiving offers will be rejected.

E. PROPOSER'S OFFER AND REPRESENTATION

The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the Owner(s) of purchase orders or other contract documents appropriate to the work.

No offer shall be withdrawn for a period of one hundred and twenty (120) calendar days after the time/date established for receiving proposals, and each proposer agrees in submitting an offer.

Each proposer by signing and submitting an offer, represents that he/she has read and understands the proposal documents, and the offer has been made in accordance therewith.

Each offer represents the proposer is familiar with the local conditions under which the work will take place and has correlated observations with the RFP requirements.

F. INDEPENDENT PRICE DETERMINATION

By signing and submitting this RFP, the proposer certifies that the proposal and prices offered have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other Proposer/Competitor; unless otherwise required by law, the proposal and prices which have been submitted in this offer have not been knowingly disclosed by the Proposer prior to RFP opening directly or indirectly to any other competitor; no attempt has been made, or will be made, by the Proposer to induce any person or proposer to submit, or not to submit, a response for the purpose of restricting competition.

G. PROJECT TIMELINE

The tentative project schedule is listed directly below and is subject to change:

ACTIVITY ITEM	DATE (TIME IF APPLICABLE)
Request for Proposal Issued	Nov. 9, 2019
Pre-Proposal Meeting	N/A
Last day to submit questions	November 14, 2018; 12:00 CST
Proposal Submittal Deadline	November 21, 2018; 12:00 PM CST
Evaluation period	November 21 – November 28, 2018
Short-list Notification (If applicable)	November 28, 2018
Interviews (If applicable)	Week of December 3, 2018
Final Selection	December 7
Scope of services, negotiations and fee	December 10, 2018
Projected Notice to Proceed – Contract Execution	December 31, 2018
Deliverable Due Date(s) and/or Implementation Start Date	January 1, 2019

H. PROPOSAL SUBMISSION INFORMATION AND INSTRUCTIONS:

The RFP response shall conform to all instructions, conditions and requirements outlined in the RFP and related documents. Prospective proposers shall carefully examine all documents, attachments and requirements associated with this RFP and be responsive to each requirement in the format prescribed. Proposals that do not conform may be deemed non-responsive.

Proposals must be submitted via a written response AND an electronic Ebid response no later than 12:00 Noon on November 21, 2018 or if extended, then shall be no later than the closing date and time listed in Ebid. **No exceptions to this deadline will be given.**

Proposer shall submit a total of six (6) identical hard copy proposals. Label one (1) as the “Original” and each of the other proposals as “Copy”. Include **one (1) USB drive** containing all components that comprise the entire submission. The packaging shall be clearly marked with the following information “RFP # 18-236, Auction Services”.

Cost is evaluated independently from all other submittals; therefore, provide one labeled as the “Original” and five (5) identical hard copies of “**ATTACHMENT 1 – COST PROPOSAL**” in a **separate SEALED envelope** marked “Cost Proposal” that shall represent ALL costs that would be incurred by the Owner for your products and services. A separate electronic file for “ATTACHMENT 1 – COST PROPOSAL” is to be included within the USB drive.

Proposer must complete the **ATTACHMENT 1 – COST PROPOSAL** in the format provided. Detailed pricing information shall be noted on a separate sheet written on company letterhead and included in the sealed Cost Proposal envelope.

- 1) Cost proposals are to include all necessary charges to result in the “Total Cost” that will achieve full functionality and/or completeness of a project, even if all items are not listed within the form provided. Proposers shall still submit the cost in the format as requested. Additional fees that cannot be reflected

in the total price must be clearly noted with an explanation/method for how such additional fees are calculated to ascertain the true "Total Cost". Depending on how additional costs/fees apply, they may be added to the "Total Cost" stated in "Attachment 1 – Cost Proposal".

- a. Proposers are to review "Attachment 1 – Cost Proposal" for specific completion instructions.

All hard copy documents that comprise the RFP response shall be delivered or sent to the address directly below:

Sharon Mulder
City of Lincoln Purchasing
440 S. 8th Street, Suite 200
Lincoln, NE 68508

Proposer must be registered on the City/County's Ebid site to respond to the above RFP.

1. To register, go to the City of Lincoln website www.lincoln.ne.gov
2. Type "bid" in the search box, click on the "Supplier Registration" and follow the instructions to complete the registration.

Proposer must also complete and submit the electronic portion (Attributes and Line Item section) of this proposal in Ebid. Electronic submittal must be submitted before the closing date and time of this RFP. Failure to submit a written and electronic response will result in the rejection of the proposal.

ALTERNATE PROPOSALS

No Alternate Proposals will be accepted for this project.

I. PROTECTION OF PROPRIETARY AND TRADE SECRET INFORMATION

Data contained in any proposal or bid (hereinafter "Submission") and all documentation provided therein, become the property of the City of Lincoln. Upon receipt of any Submission by the City of Lincoln, all data and documentation becomes a public record and is subject to disclosure by the City of Lincoln to any party initiating a public records request under Nebraska Revised Statutes § 84-712 et seq. In response to a public records request, the City of Lincoln may include the entire proposal or response. The City of Lincoln has no duty to protect proprietary or commercial information and/or trade secrets.

If the Proposer/Bidder wishes to have any information withheld from a public records request, such information must fall within the definition of "proprietary or commercial information" contained within Nebraska Public Records Statutes as defined by Nebraska Revised Statute § 84-712.05(3) and/or must be considered "trade secrets" as defined by Nebraska Revised Statutes §§ 87-501 to 87-507. Any and all information the Proposer/Bidder wishes the City of Lincoln to withhold from public disclosure must be submitted in a sealed package which:

- 1) Is separate from the remainder of the Submission;
- 2) Is clearly marked "*proprietary or commercial information*" and/or "*trade secrets*" on the outside of the package;
- 3) Individually identifies each separate page as confidential;
- 4) Contains supporting documentation specifically enumerating why the information in such documents are marked and qualify as proprietary or commercial information/trade secrets. Under Nebraska law, in order for such information to be protected, the information, if released, would give competitors an advantage **and** serve no public purpose.

FAILURE TO STRICTLY COMPLY WITH THESE INSTRUCTIONS WILL RESULT IN DISCLOSURE OF INFORMATION DECLARED BY THE BIDDER/PROPOSER TO BE PROPRIETARY OR COMMERCIAL INFORMATION AND/OR TRADE SECRETS. NO NOTICE OF FAILURE TO COMPLY WILL BE PROVIDED.

If the instructions above for designating proprietary or commercial information and/or trade secrets are strictly followed, the City of Lincoln will provide the bidder/proposer with reasonable notice that a public

records request has been made that may include the information designated as proprietary and commercial or a trade secret. It is the sole responsibility of the Proposer/Bidder to take actions necessary to protect the information claimed as proprietary or commercial, or a trade secret.

Proposers/Bidders may not mark their entire Submission as *proprietary or commercial information and/or trade secrets*. Proposer's/Bidder's cost proposals may not be marked as proprietary or commercial information/trade secrets and are deemed to be a public record in the State of Nebraska. Failure of the Proposer/Bidder to follow the instructions for submitting proprietary or commercial information/trade secrets may result in the material being viewed by other proposers/bidders and/or the public.

"Proprietary or commercial information" is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose. (see Neb. Rev. Stat. § 84-712.05(3)).

"Trade Secrets" is defined as information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that:
Derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.
(See Neb. Rev. Stat. § 87-502 (4)(a)(b))

In accordance with the Nebraska Attorney General Opinions 92068 and 97033, Proposers/Bidders submitting information as proprietary or commercial information/trade secrets may be required to prove specific competitor(s) by name who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

J. COPYRIGHT AND POSTING WAIVER

Any individual or entity awarded a contract, or who submits a proposal or response to this RFP, specifically waives any copyright or other protection the contract, proposal, or response to the RFP may have; and, it shall be implied that they have the ability and authority to enter into such waiver. This reservation and waiver is a prerequisite for submitting a proposal or response to this RFP, and award of a contract. Failure to agree to the reservation and waiver will result in the proposal or response to the RFP being found non-responsive and rejected.

To facilitate public postings, except for proprietary information, the City of Lincoln/Lancaster County reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, or otherwise use any contract, proposal, or response to this RFP for any purpose, and to authorize others to use the documents.

Any entity awarded a contract or submitting a proposal or response to the RFP agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the City of Lincoln/Lancaster County and its employees, volunteers, agents, and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses, sustained or asserted against the City of Lincoln/Lancaster County, arising out of, resulting from, or attributable to the posting of the contract or the proposals and responses to the RFP, awards, and other documents.

K. RFP CLARIFICATION AND ADDENDA

Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of RFP and related bid documents.

Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing office to the attention of the contact name listed below at least five (5) calendar days prior to date and time for response receipt.

All inquiries regarding these specifications or other proposal documents shall be submitted in writing, via email, to the contact name listed below at the City/County Purchasing office:

Name: Sharon Mulder
Department: City/County Purchasing
Email: smulder@lincoln.ne.gov

These inquiries and/or responses shall be distributed to prospective proposers electronically as addenda via Ebid.

All inquiries regarding the submission of the proposal through the Ebid or providing written instructions of the submittals may be made via email or phone to the City/County Bid Line in the Purchasing Office:

Bid Line Phone Number: 402-441-8103

Interpretations, corrections and changes made to the RFP or Ebid documents will be made by electronic addenda in Ebid. Oral interpretations/changes to Specification Documents made in any other manner than written form, will not be binding on the Owner; Proposers shall not rely upon oral interpretations.

Addenda are instruments issued by the Owner prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.

No addendum will be issued less than five (5) calendar days prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.

Proposers shall verify addendum receipt electronically in Ebid prior to RFP closing or RFP may be rejected.

L. PRE-PROPOSAL CONFERENCE

There will not be a pre-proposal conference for this RFP.

M. PRICES

All prices, costs, and terms and conditions outlined in "Attachment 1 – Cost Proposal", and/or revised during negotiations shall remain fixed and valid commencing on the opening date of the proposal until expiration or termination of the contract.

N. WRITTEN CLARIFICATIONS

Formal request(s) for written clarification may be made to one or more Proposers during the written evaluation period which are specific to an individual Proposer.

Written clarifications are intended to occur prior to any oral interviews being held and will outline the specific elements of the RFP response. The purpose of obtaining written clarification is to assist the Selection Committee members in determining if the RFP response submitted meets the RFP requirements and if the Proposer will move forward in the evaluation process.

Such requests shall be provided to the Proposer through a written request for clarifications, sent via email, and will detail the specific items of the RFP response requiring clarification.

Failure of a Proposer to submit the written clarification response with all the information requested by the date provided in the written request, may result in the Proposer being deemed non-responsive and exclude the Proposer from receiving further consideration of their RFP response.

O. ORAL INTERVIEWS

The Owner may determine after the completion of the Written Evaluation and any necessary written clarifications that oral interviews/presentations and/or demonstrations are required to determine the successful Contractor.

In the event interviews are conducted, all proposers may not be granted an opportunity to interview/present and/or give demonstrations; the Owner reserves the right, in its discretion, to select only the top scoring proposers to present/give oral interviews. The scores from the oral interviews/presentations and/or demonstrations will be added to the scores from the written evaluation.

1. The Owner will contact those short-listed proposers to schedule interviews.

2. Interviews will include a formal presentation and a question and answer session based upon subject matter provided by the Owner in advance of the interview.

The presentation process will allow the proposers to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Proposer's key personnel, identified in their proposal, may be requested to participate in the structured interview to ascertain their understanding of the requirements of this proposal, their authority and reporting relationships within their company, and their management style and philosophy. A written copy or summary of the presentation, and demonstrative information (such as briefing charts, et cetera) may be offered by the proposer, but the owner reserves the right to refuse or not consider the offered materials. Proposers shall not be allowed to replace their written proposal information by altering or amending the proposals in the interview process.

Once the oral interviews/presentations and/or demonstrations have been completed the Owner reserves the right to make an award without any further discussion with the proposers regarding the proposals received.

Any cost incidental to the oral interviews/presentations and/or demonstrations shall be borne entirely by the proposer and will not be compensated by the Owner.

The Owner will contact the awarded contractor, by email, after all the interviews have been completed and the Owner has had sufficient time to discuss and rank the proposers.

P. AWARD AND NEGOTIATIONS

The resulting contract from this RFP will be awarded to the Proposer who has been deemed responsible, responsive to the requirements outlined herein, received the highest-ranking scores, and whose services and/or products have been determined by the Selection Committee to be the most advantageous to the Owner.

Such determination that identified the highest ranked proposer offering shall be based on the selection committee's resulting scores from the evaluation criteria set forth in **Section IV.** and, proposers' performance in any oral interviews conducted.

The Owner reserves the right to make an award based on the "written evaluation" without holding oral interviews. Whereby, the scores from the "written evaluation" shall be the final ranking of the best qualified proposer.

The successful Proposer shall receive information from the Owner and/or meet with Owner's Representative(s) to negotiate an initial detailed work plan, finalize the scope of services and the Cost Proposal.

If the Owner is unable to arrive at an agreement with the top ranked proposer, the Owner retains the sole right to move on to negotiations with the second (then third, etc.) ranked proposer. Contract to be executed will be based on a Cost Proposal/Fee Schedule with a "not to exceed total" for total expenditures agreed upon in negotiations.

Q. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS

Proposer shall respond to the Attribute in Ebid regarding Sole Proprietorship and complete all documentation as required by the State of Nebraska as instructed.

R. ETHICS IN GOVERNMENT CONTRACTING

The Owner(s) reserves the right to reject proposals, overturn an award notification and/or terminate a contract if it is discovered that a Proposer commits or has committed ethical violations, such as but not limited to, the following offenses:

1. Offering or giving, directly or indirectly, a bribe, fee, commission, compensation, gift, gratuity, or anything of value to any person or entity in an attempt to influence the procurement process.
2. Utilize the services of lobbyists, attorneys, political activists, or consultants to influence or subvert the procurement process.

3. Being considered for, presently being, or becoming debarred, suspended, ineligible, or excluded from contracting with any local, state or federal entity.
4. Submitting a proposal on behalf of another party or entity.
5. Collusion with any person or entity to influence the procurement process, submit sham proposals, preclude bidding, fix pricing or costs, create an unfair competitive advantage, subvert the RFP or prejudice the Owner.

S. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

Proposer must include any deviations from the RFP and the proposed replacement language on company letterhead and attach to the section as required in the Submittal portion outlined herein. Failure to include deviations will be interpreted to infer that proposer agrees to all terms as outlined in the Specifications and RFP documents with no deviations.

The Owner reserves the right to accept or reject the deviations according to the best interests of the Owner.

Deviations that are not acceptable to the Owner and are not negotiable by the proposer may result in the proposer being deemed "Non-responsive" and rejection of the RFP response.

T. ANTI-LOYBBYING PROVISION

During the period between the advertised date and the contract award, proposers, including their agents and representatives, shall not directly discuss or promote their proposal with any City/County Elected Official or Owner Staff except in the course of Owner-sponsored inquiries, briefings, interviews, or presentations sent or provided directly to the City/County Purchasing Department

U. SITE VISITATION

Proposers shall inform themselves of the conditions under which work is to be performed, including: site of work, the structures or obstacles which may be encountered and all other relevant matters concerning work performance. The Proposer will not be allowed any extra compensation by or for any condition which he/she might fully have informed themselves of prior to submitting the offer.

If the project is in a designated non-public area, Proposers are not allowed to visit the sites except for a Pre-Proposal Meeting or upon written approval by the City/County Purchasing Department.

V. REFERENCE CHECKS

By submitting a proposal in response to this RFP, the proposer grants to the Owner the right to perform reference and/or credit checks to verify characteristics such as but not limited to experience, skills, reputation, judgement and/or the capacity to perform the contractual obligations resulting from this RFP. The Owner shall use the submittals requested in Section IV. of this RFP (Summary of Proposer's Experience) as references. Further, the Owner reserves the right to request additional information related to experience and financial documents if deemed necessary to ascertain the Proposer's ability to meet the requirements outlined herein and in other related RFP documents.

Unsatisfactory information obtained from any references and/or credit checks performed may be grounds to reject a proposal, withdraw an Intent to Award or rescind the award of a contract. A proposer may not use work performed for their own company as a reference and to substantiate performance.

W. ENTIRE AGREEMENT

The resulting contract awarded shall constitute the complete and entire agreement between the Owner and the successful Contractor and supersedes any prior representations, understandings, communications, commitments, agreements or Proposals, oral or written that are not incorporated as a part of the Contract. See "Sample Contract" in the Attachment section of Ebid.

III. PROJECT INFORMATION

Proposers are to review this section, prepare and submit a "Technical Proposal" outlining detailed responses to items **A. through E.** listed below. Submittals within **TAB 2** of the Proposal response shall correspond with this information.

A. PROJECT OVERVIEW & REQUIREMENTS

1. SCOPE OF WORK

Proposer shall provide a comprehensive web-based auction system that is capable of conducting on-line auctions 24 hours a day, 7 days a week.

B. PROPOSED DEVELOPMENT APPROACH

1. PROJECT REQUIREMENTS

- 1.1 Vendor shall provide a proposal which will outline their process for selling the Owners surplus property online throughout the Country.
- 1.2 The auction system shall have the capability of allowing qualified bidders to enter a proxy bid.
- 1.3 Vendor shall display a minimum of five (5) photos of each item giving potential bidders a complete view of item(s) along with a full description of each item.
 - 1.3.1 System shall allow on-online bidding, display upcoming auctions with dates, closing date and time, Owners name and address, current bid, auction results, Sales representative with phone number and email and capability to close number of bids.
- 1.4 System should allow for extended bidding when necessary (Bidding continues if there is strong activity right before scheduled closing time).
- 1.5 Vendor shall market/advertise Owners auctions nationally to their registered on-line bidder database.
- 1.6 Items posted with an estimated value over \$500 shall be online for a minimum of two weeks.
- 1.7 Onsite training provided to departments upon contract execution and as requested thereafter.
- 1.8 A designated and experienced sales representative shall be responsible for coordination of Owners surplus auction items.
- 1.9 Provide easily accessible and responsive technical support and customer service to bidders during normal business hours.
- 1.10 Vendor shall market /promote site constantly to entice a larger pool of bidders.
- 1.11 Vendor shall follow all Federal, State and Local laws.
- 1.12 Vendor shall possess current Nebraska Automotive Dealer's License.
- 1.13 Any fee(s) such as; Transfer fee(s), Dealer fee(s) and any other type/or related fee associated with the auction of Owners vehicles and equipment shall be the sole responsibility of the Vendor and not the Owners.
 - 1.13.1 Such fee(s) shall be incorporated into Vendor's commission rate and cannot be charged as a separate related fee to the Owners.
- 1.14 A Buyer premium may be charged to the buyer by the Vendor if submitted in Cost Proposal and Owners accept such a fee.
- 1.15 Vendor must attempt to sell all surplus items provided by Owners Surplus Representative regardless of condition. (The auctioneer will not be allowed to pick and choose items to sell. The vendor is cautioned that not all vehicles or equipment will be necessarily in running or working condition.
- 1.16 Items that the Owners submit for auction shall be ready to upload to the vendor's site within four days of submittal unless approval of additional time is granted by Owners staff due to special circumstances.
- 1.17 Vendor shall include in each advertisement or announcement of the auction, that items are sold "AS IS" and/or other language advising to all potential buyers that there are no express or implied warranties connected with the items being sold. Vendor shall bear all expenses as a direct result of the failure to provide disclaimer and/or advisory notification to all Potentially interested buyers.

- 1.18 Prepare and mail titles to new bid owner.
- 1.19 Questions that arise during an auction shall be emailed directly to the department selling the item.
- 1.20 No items shall be listed by a department without notification from the Owner's Surplus Representative.

2. BUSINESS REQUIREMENTS

- 2.1 The auctioneer shall handle any disputes that arise during the auction keeping the Owner informed of the situation.
- 2.2 Provide detailed financial and summary reports of all transactions.
- 2.3 Collect payments from winning bidders.
- 2.4 Submit final sales reports to Owners.
- 2.5 Provide detailed financial and summary reports of all transactions.
- 2.6 Provide detailed audit records of sale for all items sold. To include records of bids received, awarded bidder, payment terms, and other pertinent information.
- 2.7 Vendor shall keep adequate records and supporting documentation applicable to this contract and related services for a minimum of five years.
- 2.8 The Owners and its authorized agents shall have the right to audit, inspect and copy all such records and documentation as often as the Owners deems necessary during the term of the contract and during the period of five years thereafter.
- 2.9 Vendor shall provide policy for return of bidders' money if bidder has received incorrect information from the vendor during the auction process.
 - 2.9.1 **NOTE:** The Owners will not reimburse funds for errors made by the vendor during the auction process.
- 2.10 Vendor is responsible for verifying inventory disposition sheet/Vehicle disposition sheets are correct with items listed.
- 2.11 Following receipt of inventory or vehicle disposition sheet, Owners are no longer responsible for any incorrect information in the listing.

3. TECHNICAL REQUIREMENTS

- 3.1 The Owners shall provide the following to the awarded contractor;
 - 3.1.1 Storage of auction items until sold.
- 3.2 Owners shall have all items in a specific area/s ready for sales representative to take pictures of the items to be listed.
- 3.3 Owners shall not have to move or change the items around for the sales representative to take pictures. If sales representative want items situated differently it will be their responsibility to move the item/s.
- 3.4 Owners will have minimal responsibility once sales representative has been called for Onsite pictures.
- 3.5 The Owner's Surplus Representative shall notify the sales representative when items are ready to be listed.
- 3.6 The Owners will provide the Vendor with an inventory listing disposition sheet and/or Vehicle listing disposition description sheet electronically when items are ready to be listed.
- 3.7 Provide vehicle titles to Vendor in order to transfer to new bidder after the sell has been completed.

IV. EVALUATION AND SUBMITTAL INFORMATION

A. SELECTION AND EVALUATION FACTORS:

Proposals that do not meet the minimum requirements as outlined herein and related Ebid attachments may be deemed non-responsive and may not be evaluated by the Selection Committee.

1. Proposals deemed to meet the requirements shall be evaluated by a Selection Committee and will be scored for each of the following areas:
 - a. Experience, Proposed Staff Management Approach and Subcontractors;
 - b. Technical Proposal;
 - c. Quality, Organization and Completeness of Proposal Response;
 - d. Cost Proposal; and
 - e. Oral Interviews (if necessary)
2. The selection criteria for the "written evaluation" is listed directly above in a. through e. and shall be the basis for an award or the determination for the proposers to be short-listed for personal interview.
3. If interviews are conducted, the scores from the "written evaluation" and "oral interviews" shall be added together for a cumulative total and final ranking of the best qualified proposer.
4. If interviews are not conducted, the scores from the "written evaluation" shall be the final ranking of the best qualified proposer.

B. PROPOSAL SUBMISSION AND FORMAT:

Proposer shall submit the requested number of proposal response copies and contents shall be presented in a quality manner that is clear and concise. **Proposal responses that do not contain each of the categories and items as listed below may be deemed to be non-responsive.**

Contents shall be placed in separate sections, properly organized in order by category as listed with each individual section tabbed and labeled as indicated. Proposals shall be limited to 10 double-sided pages (20 single-sided) of content (excluding tabs, cover, title pages and appendices). Minimum 11pt Arial or Calibri font style and size, 8 ½ x 11 paper.

Proposers attempting to submit portions of the response containing Proprietary Information and/or Trade Secrets must strictly comply with the instructions as outlined in Section II. under Protection of Proprietary Information and Trade Secrets.

The information being requested in each of the respective categories listed below (1 through 4) shall be used as the primary basis in the determination of the Proposer's ranking in the "Written Evaluation"

1. Include the following documents within the Proposal Response - **(No TAB - Place these documents between the Front Cover and TAB 1 of the Proposal).**
 - a. EXHIBIT 1;
 - b. Letter of Interest;
 - c. A summary of the following information about your company:
 - i. Company name, address and telephone number;
 - ii. Years established and former names of your company;
 - iii. Types of services your company is particularly qualified to perform; and
 - iv. Average number of staff employed.
 - d. All deviations, modifications, additional or other changes from the RFP shall be declared on company letterhead with reference to the affected document(s) and section(s). Any such deviations, modifications placed elsewhere and not described in this section shall be null and void.

2. **EXPERIENCE, PROPOSED STAFF MANAGEMENT APPROACH AND SUBCONTRACTORS – (TAB 1 OF PROPOSAL RESPONSE)** – This section shall consist of the following information about each sub-category listed.

a. **Summary of Proposer's Experience:**

The proposer shall provide an organized summary listing their previous projects similar to this RFP in size, scope, and complexity. The Owner will use at least two (2) and no more than three (3) narrative project descriptions submitted by the proposer during its evaluation of the proposal and shall also use information from the organized summary of experience to perform any necessary reference checks. The Owner reserves the right to request additional information and/or clarification to assist in making assessments in either capacity.

The proposer shall address each of the following:

- i. Provide detailed narrative descriptions to highlight the similarities between the proposer's past performance/experience and this RFP. These descriptions should include:
 - a) Annual auction sales and number of auctions;
 - c) The proposer's responsibilities;
 - d) Entity name (including the name of a contact person, a current telephone number, and e-mail address); and
 - e) Any other specialized qualifications which your company might possess which would be of benefit to the project, related to the core requirements as listed.

b. **Summary of Proposer's Proposed Staff Management Approach and Subcontractors**

- i. The proposer shall present a detailed description of its proposed approach to the management of the project.
- ii. The proposer shall provide information to substantiate that they have sufficient professional staff to meet proposed schedule. Proposer shall identify the specific professionals who will work on the Owner's project if their company is awarded the contract resulting from this RFP. The names and titles of the team proposed for assignment to the Owner's project should be identified in full, with a description of the team leadership, interface and support functions and reporting relationships. The primary work assigned to each person should also be identified.

Subcontractors:

If the Proposer intends to subcontract any part of its performance hereunder, the Proposer shall provide:

- i. name, address and email address of the Subcontractor(s);
- ii. list of specific tasks that will be performed by each Subcontractor(s)
- iii. percentage of performance hours intended for each Subcontract; and
- iv. total percentage of Subcontractor(s) performance hours.

3. **TECHNICAL PROPOSAL – (TAB 2 OF PROPOSAL RESPONSE)**

The technical proposal section submission shall include each of the items listed below – See information regarding these categories in Section III. – PROJECT INFORMATION

- a. Narrative describing proposed development approach;
- b. Technical considerations and any potential challenges;
- c. Detailed project work plan, management and implementation to demonstrate assurance and competency in successful completion; and

- d. Please provide details of your auction process including, but not limited to:
 - 3 Explain online auction set up process prior to listing items including time frame from start of process to bid listing to reimbursement of funds for the sale of items.
 - 4 Advertising format including circulation and distribution of ads, and effectiveness of this approach.
 - 4.10.1 Internal procedures during bidding process to include extension of bids when necessary.
 - 5 Notifications of items sold and status of unpaid and paid items.
 - 6 Period of time from auction close to payment to Owners.
 - 7 Record keeping functions and reports available to the Owners
- e. Vendor shall provide the number of individual users who are currently registered with their online auction program. The average number of bidders who view government products.

5. **“ATTACHMENT 1 - COST PROPOSAL” (COST FACTOR) – PLACE IN A SEPARATE SEALED ENVELOPE WITHIN THE RFP PACKAGE**

***Important – Proposers MUST complete the “Attachment 1 – Cost Proposal” form found in the Attachment section of the Ebid system, following the instructions as indicated within the form the correct format and in its entirety. Proposers may attach additional documentation as required on company letterhead and place ALL Cost Proposal components in a separate sealed envelope within the hard copy, RFP package. The cost proposal shall not be marked as Proprietary.**

1. **PRICING SUMMARY**

The Cost Proposal shall present a total fixed price to perform all of the requirements of the RFP. The proposer must include details in the Owner’s Cost Proposal template supporting any and all costs. These details must include, at a minimum, detailed descriptions and/or specifications of the goods and/or services to be provided, quantities, and unit costs. When an arithmetic error has been made in the extended total, the unit price will govern.

The Owner reserves the right to review all aspects of cost for reasonableness and to request clarification of any proposal where the cost component shows significant and unsupported deviation from industry standards or in areas where detailed pricing is required.

2. **PRICES**

The “Cost Proposal” is only one (1) factor in the selection criteria and evaluation process (including Oral Interviews).

V. CONTRACT RESPONSIBILITIES

A. INSURANCE REQUIREMENTS:

Prior to the execution of the contract resulting from this RFP, the successful Proposer will be required to provide proof of insurance that is compliant with the "INSURANCE CLAUSE FOR ALL CITY OF LINCOLN, LANCASTER COUNTY AND PUBLIC BUILDING COMMISSION CONTRACTS" See the [INSURANCE CLAUSE](#) attached herein.

Proposers are strongly encouraged to send the insurance requirements and endorsement information to their insurance agent prior to RFP closing date and time in order to expedite the contract execution process.

B. PERFORMANCE BOND

No Performance Bond is required for this project.

C. BID BOND

No Bid Bond will be required for this project.

D. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

E. E-VERIFY

In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to www.uscis.gov/everify.E-VERIFY.

F. COOPERATION WITH CONTRACTORS

Contractor may be required to work with or proximity to other contractors or individuals that may be working on same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals and shall not commit or permit any act which may interfere with the performance of work by any other Contractor or individual. Contractor is not required to compromise Contractor's intellectual property or proprietary information unless expressly required to do so by this contract.

G. PERMITS, REGULATIONS, LAWS

The Contractor must comply with all current Local, State and Federal requirements necessary to perform all duties and requirements of the resulting contract. The Contractor shall be responsible for obtaining and paying for all royalties, licenses, permits and approvals necessary for the execution of the contract. The Contractor guarantees that it has the full legal right to the materials, supplies, equipment, software and other items used in performing all aspects associated with the contract.

H. MATERIALS AND WORKMANSHIP

The Contractor shall perform all work and furnish all supplies and materials, machinery, equipment, facilities, and means, necessary to complete all the work required by the resulting Contract, within the time specified, in accordance with the provisions as specified.

The Contractor shall be responsible for all work put in under the RFP Specifications and shall make good, repair and/or replace, at the Contractor's own expense, as may be necessary any defective work, material etc. if in the opinion of the department and/or Purchasing said issue is due to imperfection in material, design, workmanship or Contractor fault.

I. INDUSTRY STANDARDS

If not otherwise provided, materials or work outlined for the resulting contract shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all codes and regulations which shall apply.

J. DATA PRIVACY

Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

The Proposer agrees to hold the Owner harmless from any claims resulting from the Proposer's unlawful disclosure or use of private or confidential information.

Proposer agrees to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and implementing regulations pertaining to confidentiality of health information.

If applicable to the work requested a sample "Business Associate Contract" will be included, which will be part of the contract and incorporated by this reference.

K. SITE RULES AND REGULATIONS (IF APPLICABLE)

The Contractor shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on Owner's premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the Owner, it must make arrangements with the Owner to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the Owner on the basis of lack of access, unless the City fails to provide access as agreed to in writing between the Owner and the Contractor.

VI. TERMS AND CONDITIONS

A. CONFLICTING TERMS

To the extent other terms and conditions attached hereto conflict with the terms and conditions stated herein, the resulting contract agreement shall control.

B. CONTRACT DOCUMENTS

The Contract Documents comprise the Contract and consist of all documents contained in the Ebid and documents submitted by the Proposer during the RFP process.

C. TERMINATION

This Contract may be terminated by the following:

1. Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
2. Termination for Cause. The Owner may terminate the Contract for cause if the Contractor:
 - a. Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
 - b. Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - c. Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the Owner will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.

D. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS

In the event funding is not available to continue with services as written, the Owner(s) reserve the right to cancel the contract for convenience with no financial obligation to the Contractor, Subcontractors or other stakeholders besides the amount due for services rendered prior to notice of cancellation.

The Owner(s) may terminate the resulting contract in whole or in part when funding is not lawfully available for expenditure or when sources of funding are terminated, suspended, reduced, or otherwise not forthcoming through no fault of the Owner(s). In the event of unavailability of funds to pay any amounts due under the resulting Contract, the Owner(s) shall immediately notify the Contractor and the resulting contract shall terminate without penalty or expense to the Owner(s). Upon termination, the Owner(s) shall pay Contractor for any approved and documented services completed up to the date of termination, but not to exceed the maximum amount allowed by the resulting Contract.

E. IMPLIED REQUIREMENTS

All products and services not specifically mentioned in this contract, but which are necessary to provide the functional capabilities described by the RFP documents, shall be included.

F. CONTRACT MODIFICATION

The resulting contract shall be modified only by the written agreement and approval of the parties through a contract amendment. No alteration variation of the terms and conditions of the contract shall be valid unless made in writing and signed by the parties through a contract amendment. Every amendment shall specify the date on which its provisions shall be effective.

G. ASSIGNMENT

The contract established resulting from this RFP process shall not be transferred to/or assigned without prior written consent of the Owner.

H. LIQUIDATED DAMAGES

No liquidated damages are associated with this project.

I. LAWS

The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

J. SEVERABILITY

If any provision of the resulting contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected, and each provision of the resulting contract shall be enforced to the fullest extent permitted by law.

K. LIVING WAGE

The Contractors agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per Section 2.81 of the Lincoln Municipal Code. This wage is subject to change every July. This provision is only applicable to City of Lincoln projects.

L. INDEPENDENT CONTRACTOR

It is the express intent of the parties that the contract awarded shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the Owner and employees of the Owner shall not be deemed to be employees of the Contractor. The Contractor and the Owner shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owner's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

M. STAFF QUALIFICATIONS

The Contractor shall warrant that all persons assigned by it to the performance of this contract shall be the employees of the Contractor (or specified Subcontractor) and shall be fully qualified to perform the work required. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work under this contract.

Failure of the Contractor to provide qualified staffing at the level required by the awarded contract may result in termination of the contract or damages.

N. OWNERSHIP

All data, forms, procedures, software, manuals, system descriptions and work flows developed or accumulated by the Contractor under the contract resulting from this RFP shall be owned by the using agency. The Contractor may not release any materials without the written approval of the using department.

O. CITY AUDIT ADVISORY BOARD

All parties of any City agreement shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to the contract/purchase order, as allowed by law. This provision is only applicable to City of Lincoln Projects.

VII. PAYMENT AND INVOICING

A. PROHIBITION AGAINST ADVANCE PAYMENT

Owner will not pay for services or equipment in advance of receipt and approval of such product or service throughout the term of the contract unless specifically listed in the final contract document.

B. TERMS OF PAYMENT

Vendor shall submit commission payment to the Owners within 14 days for auction items being sold. Each commission check shall reference date of auction with settlement invoice number in the memo of each check and on check stub.

C. TAXES AND TAX-EXEMPT CERTIFICATE

The Owner is generally exempt from any taxes imposed by the State or Federal Government. A Tax Exemption Certificate will be provided as applicable.

The exception to this statement is the Water Division of the City of Lincoln. All service and supplies are taxable per Reg. 066.14A and no exemption certificate will be issued.

D. INVOICES

Contractor settlement invoices with payment of services and products must be sent to the Purchasing Department according to contract terms with all applicable information. Paid bidders' settlement invoices shall include the following:

1. Contractor's information:
 - Company Name;
 - Address;
 - Phone number preferably (800) number.
2. Department requested items to be sold with date of auction.
3. Settlement invoice number.
4. Lot number
5. Bidder's information:
 - Name of bidder/Company name;
 - City, State
 - Day phone number
 - Email address
 - Bidder number

E. INSPECTION AND APPROVAL

This section does not apply to this project.

INSURANCE CLAUSE FOR ALL CITY OF LINCOLN, LANCASTER COUNTY AND PUBLIC BUILDING COMMISSION CONTRACTS

Insurance coverage on this Contract will be required for the entities selected below

City of Lincoln Lancaster County Public Building Commission

Vendors must provide coverage & documents related to the items with a check mark in Sections 1 – 1.9. This includes proof of coverage and waivers as required below.

All Vendors must comply with Sections 2-8.

THE REQUIREMENTS HEREIN APPLY TO CONTRACTS TO BE ISSUED BY THE CITY OF LINCOLN, LANCASTER COUNTY, AND THE LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION. **FOR PURPOSES OF CERTIFICATES, ENDORSEMENTS AND OTHER PROOF REQUIRED HEREIN, ONLY INCLUDE THE ENTITY ISSUING THE CONTRACT.**

FAILURE OF THE APPROPRIATE ENTITY (CITY, COUNTY, OR PUBLIC BUILDING COMMISSION) TO OBJECT TO THE FORM OF THE CERTIFICATE OR ENDORSEMENT OR TO DEMAND SUCH PROOF AS IS REQUIRED HEREIN SHALL NOT CONSTITUTE A WAIVER OF ANY OF THE INSURANCE REQUIREMENTS SET FORTH BELOW.

Insurance; Coverage Information

The Contractor shall, prior to beginning work, provide proof of insurance coverage in a form satisfactory to the City/County/PBC, which shall not withhold approval unreasonably. The coverages and minimum levels required by this Contract are set forth below and shall be in effect for all times that work is being done pursuant to this Contract. No work on the Project or pursuant to this Contract shall begin until all insurance obligations herein are met to the satisfaction of the City/County/PBC, which shall not unreasonably withhold approval. Self-insurance shall not be permitted unless consent is given by the City/County/PBC prior to execution of the Contract and may require submission of financial information for analysis. Deductible levels shall be provided in writing from the Contractor's insurer and will be no more than \$25,000 per occurrence or as may be approved by the City or County as appropriate. Said insurance shall be written on an **OCCURRENCE** basis, and shall be **PRIMARY, with any insurance coverage maintained by the City/County/PBC being secondary or excess.**

Certificates

The Contractor shall provide certificates of insurance and such other proof, such as endorsements, as may be acceptable to the City or County (as appropriate) evidencing compliance with these requirements. The Contractor shall provide a Certificate of Insurance demonstrating the coverage required herein and the necessary endorsements or other proof and waivers described herein and below before being permitted to begin the work or project pursuant to this Contract.

1. Commercial General Liability

The Contractor shall provide proof of Commercial General Liability Insurance with a minimum limit of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate. These minimum limits can be met by primary and umbrella liability policies. Coverage shall include: Premises-Operations, Products/ Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury. Such coverage shall be endorsed for the general aggregate to be on a **PER PROJECT** basis, and the Contractor shall provide an additional insured endorsement acceptable to the City/County/PBC. The required insurance must include coverage for all projects and operations of Contractor or similar language that meets the approval of the City/County/PBC, which approval shall not be unreasonably withheld.

1.1 Additional Insured (Requires an Endorsement Form)

All Contractors shall provide an Additional Insured Endorsement form or other proof showing the City/County/PBC as additional insured for commercial general liability, auto liability and such other coverages as may be required by the City/County/PBC. The form or other proof shall be as is acceptable to the City/County Attorney.

1.2 Automobile Liability

The Contractor shall provide proof of Automobile Liability coverage, which shall include: Owned, Hired and Non-Owned. Bodily Injury and Property Damage Combined Single Limit shall be at least \$1,000,000 Per Accident.

1.3 Garage Keepers / Garage Liability

The Contractor shall provide garage insurance, if required. Coverage shall include Garage Liability and Garage Keepers on a Direct Primary Basis, including Auto Physical Damage, with limits of not less than \$1,000,000 each accident Bodily Injury and Property Damage combined liability and Actual Cash Value auto physical damage. Coverage symbol(s) 30 and 21 shall be provided, where applicable.

1.4 Workers' Compensation; Employers' Liability

The Contractor shall provide proof of workers' compensation insurance of not less than minimum statutory requirements under the laws of the State of Nebraska and any other applicable State. Employers' Liability coverage with limits of not less than \$500,000 each accident or injury shall be included. The Contractor shall provide the City/County/PBC with an endorsement for waiver of subrogation or other proof of such waiver as may be acceptable to the City or County. The Contractor shall also be responsible for ensuring that all subcontractors have workers' compensation insurance for their employees before and during the time any work is done pursuant to this Contract.

1.5 Builder's Risk Insurance

The Contractor shall purchase and maintain builder's risk property insurance for all sites upon which construction is occurring as provided by Contract and all storage sites where equipment,

materials, and supplies of any kind purchased pursuant to the Contract are being held or stored unless the Contractor receives notice that the City/County/PBC has obtained a builder's risk policy for itself. Except to the extent recoverable by Contractor from another subcontractor, deductibles shall be the responsibility of the Contractor. This coverage is required whenever the work under contract involves construction or repair of a building structure or bridge.

1.5.1 Waiver of Builder's Risk Insurance Carrier's Subrogation Rights

The Contractor and its subcontractor(s) waive all rights of action and subrogation that the insurance company providing the builder's risk policy may have against each of them and/or the City/County/PBC, Architect, and the officers, agents and employees of any of them, for all claims, damages, injuries and losses, to the extent covered by such property insurance. Such waiver of subrogation shall be effective for such persons even though such persons would otherwise have a duty of indemnification or contribution, contractual or otherwise, and even though such persons did not pay the insurance premium directly or indirectly, and whether or not such persons had an insurable interest in any property damaged. The Contractor or subcontractor shall provide proof of such waiver.

1.6 Pollution Liability

Contractors shall provide proof of pollution liability insurance arising out of all operations of the Contractors and subcontractors, due to discharge, dispersal, release, or escape of contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water with bodily injury and property damage limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate for:

- 1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;
- 2) Property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- 3) Defense including loss adjustment costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages;
- 4) Definition of pollution conditions shall include asbestos, lead, and mold so that these risks are covered if caused by Contractor/successful candidate's work or operations.
- 5) Coverage is required on an occurrence form.

1.7 Errors and Omissions; Professional Liability

Errors and Omissions or Professional Liability insurance, as may be required, covering damages arising out of negligent acts, errors, or omissions committed by Contractor in the performance of this Contract, with a liability limit of not less than \$1,000,000 each claim. Contractor shall maintain this policy for a minimum of two (2) years after completion of the work or shall arrange for a two year extended discovery (tail) provision if the policy is not renewed. The intent of this policy is to provide coverage for claims arising out of the performance of professional Services under this contract and caused by any error, omission, breach or negligent act, including infringement of intellectual property (except patent and trade secret) of the Contractor. This coverage is required whenever the Contractor or service provider is required to be certified, licensed or registered by a regulatory entity and/or where the provider's judgment in planning and design could result in economic loss to City/County/PBC.

1.8 Railroad Contractual Liability Insurance

If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or railroad crossing, the Contractor must provide proof acceptable to the City or County that any exception for such work in the Contractor's commercial general liability policy has been removed or deleted.

1.8.1 Railroad Protective Liability

If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the City/County/PBC Purchasing Department prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.

1.9 Cyber Insurance

The Contractor shall maintain network risk and cyber liability coverage (including coverage for unauthorized access, failure of security, breach of privacy perils, as well as notification costs and regulatory defense) in an amount of not less than \$1,000,000. Such insurance shall be maintained in force at all times during the term of the Contract and for a period of two years thereafter for services completed during the term of the Contract.

2. **Cancellation Notice**

All Contractors shall include an endorsement to provide for at least thirty (30) days' firm written notice in the event of cancellation during the term of the Contract and during the period of any required continuing coverages. The Contractor shall provide, prior to expiration of the policies, certificates and endorsement forms evidencing renewal insurance coverages. The parties agree that the failure of City/County/PBC to object to the form of a certificate and/or additional insured endorsement or endorsement forms provided shall not constitute a waiver of this requirement.

3. **Risk of Loss**

Except to the extent covered by the builder's risk insurance, the Contractor shall have the sole responsibility for the proper storage and protection of, and assumes all risk of loss of, any subcontractor's Work and tools, materials, equipment, supplies, facilities, offices and other property at or off the Project site. The Contractor shall be solely responsible for ensuring each subcontractor shall take every reasonable precaution in the protection of all structures, streets, sidewalks, materials and work of other subcontractors. Contractor shall protect its Work from damage by the elements or by other trades working in the area.

4. **Umbrella or Excess Liability**

The Contractor may use an Umbrella, Excess Liability, or similar coverage to supplement the primary insurance stated above in order to meet or exceed the minimum coverage levels required by this Contract.

5. **Minimum Scope of Insurance**

All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted otherwise.

6. **Indemnification**

To the fullest extent permitted by law the Contractor shall indemnify, defend, and hold harmless the Owner, its elected officials, officers, employees, agents, consultants, and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible or intangible property, including the Work itself, but only to the extent caused by the negligent, wrongful, or intentional acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder. In the event the claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder, the indemnification by the Contractor shall be prorated based on the extent of the liability of the party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce obligations of indemnity which would otherwise exist as to a party or person described in this Section. Nothing herein shall be construed to be a waiver of sovereign immunity by the Owner.

7. **Reservation of Rights**

The City/County/PBC reserves the right to require a higher limit of insurance or additional coverages when the City/County/PBC determines that a higher limit or additional coverage is required to protect the City/County/PBC or the interests of the public. Such changes in limits or coverages shall be eligible for a change order or amendment to the Contract.

8. **Sovereign Immunity**

Nothing contained in this clause or other clauses of this Contract shall be construed to waive the Sovereign Immunity of the City/County/PBC.

9. **Further Contact**

For further information or questions concerning coverage or acceptable forms, Contractors may contact the Purchasing Division or the department that issued the bid or the request for proposal.

For general questions regarding Insurance Requirements, please contact Risk Management for the City or County.

EXHIBIT 1

If your company meets the minimum requirements as listed in this RFP under Section I., **F. ESSENTIAL QUALIFICATIONS AND EXPERIENCE**, then please complete this form and include copies in all hard copy responses (Include one in the Original and each of the hard copy Proposal responses) along with a copy in the USB Drive. Fill in your company name in the two areas listed below, sign and date.

I have read and understand the "ESSENTIAL QUALIFICATIONS AND EXPERIENCE" requirements as outlined. I declare that our company, _____ meets all said requirements in the capacity of the Company and not through the experience of our sub-contractors or staffs' experience acquired through previous employment at other companies.

_____ was identified as the Contractor/Provider contractually responsible in contract agreements performing all the requirements as listed in the above referenced section of the RFP.

Further, our company understands and agrees that this form does not represent or replace any other submissions requested under Section IV., **B. 2. for EXPERIENCE, PROPOSED STAFF MANAGEMENT APPROACH AND SUBCONTRACTORS** for the evaluation. The sole purpose of this form is to declare that our company meets the minimum qualifications and experience for acting in the capacity of the responsible party and to ascertain our company, regardless of sub-contractors and former experience of employees, is eligible for consideration in this RFP process.

I am an authorized signer to represent our company on this proclamation.

Authorized Company Representative

Date

RFP 18-236
AUCTION SERVICES
COST PROPOSAL

Vendors must complete this form and attach additional documentation as required on company letterhead and place in a sealed envelope separate from the written or Ebid proposal as instructed in the Specifications.

1. TOTAL ALL-INCLUSIVE COMMISSION RATE: _____% x ESTIMATED PROCEEDS
\$400,000.00 = \$_____.
2. BUYERS PREMIUM (If applicable): _____% x ESTIMATED PROCEEDS
\$400,000.00 = \$_____.
3. OTHER CHARGES (Explain Below): \$_____
4. TOTAL AMOUNT: \$_____

Vendor shall place all information associated with the estimated final cost on the space provided below or include an attachment on Company letterhead with their Written Response, in a separate envelope, to be attached to the Response Attachment section of the Ebid response. The cost for Auction Services will be an evaluation factor in the selection of a qualified firm.

Other charges may include advertising, title transfer fees, printing, travel expenses, flat fees, etc.

Explain other charges:

**Advertise 2 times
Friday, November 9, 2018
Friday, November 16, 2018**

**City of Lincoln/Lancaster County
Purchasing Division
NOTICE TO PROPOSERS**

The City of Lincoln, Nebraska intends to contract for and invites you to submit a sealed proposal for professional services related to the project listed below:

**Auction Services
RFP No. 18-236**

Sealed proposals will be received by the City of Lincoln, Nebraska on or before **12:00 Noon, Friday, November 21, 2018** in the offices of the City of Lincoln Purchasing Agent, 440 So. 8th Street, Suite 200, Lincoln, NE 68508.

Proposers must be registered on the City/County's E-Bid site in order to respond to the above RFP. To Register go to: lincoln.ne.gov (type: e-bid - in search box, then click "Supplier Registration").

[Questions concerning this bid process may be directed to City/County Purchasing at \(402\) 441-8103 or \[purchasing@lincoln.ne.gov\]\(mailto:purchasing@lincoln.ne.gov\)](#)