

Original



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THE FIRST CHOICE FOR AUCTION SERVICES.

RFP 6154 Z1

State of Nebraska

Department of Administrative Services

Materiel Division

State Purchasing Bureau

Auction Services Proposal

1526 K Street, Ste 130
Lincoln, NE 68508.

Prepared for:
Dianna Gilliland and Annette Walton

Submitted by:
Auction Solutions, Inc.
Auction and Realty
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Omaha NE 68134
DUNS: 166360458

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www.auctionsolutionsinc.com
shayne@auctionsolutionsinc.com
mark@auctionsolutionsinc.com

Auctioneers:
Shayne Fili, CAI, BAS Owner
Mark Beacom, CAI, GPPA, AMM



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1. **CORPORATE OVERVIEW**

a. **BIDDER IDENTIFICATION AND INFORMATION**

Auction Solutions was founded in 1999 by the current owner Shayne Fili. The company was originally founded as an LLC under the corporate name Auction Solutions, LLC. In 2005 Auction Solutions was upgraded to an S Corp as it is currently. The corporation name was changed at that time to Auction Solutions, Inc.

Auction Solutions, Inc. an S corp. is registered as a Nebraska corporation with the Secretary of State in the State of Nebraska. Auction Solutions, Inc.'s tax ID is 26-0640348.

Auction Solutions, Inc.
7811 Military Ave.
Omaha, NE. 68134
402-571-0393 (ofc)
866-718-0393 (toll free fax)
www.auctionsolutionsinc.com
shayne@auctionsolutionsinc.com (email)
mark@auctionsolutionsinc.com (email)

b. **FINANCIAL STATEMENTS**

Financial Statements are included in this proposal in appendix A and marked "confidential".

Banking Representative:
John Murray
Foundation One Bank
4141N 156 St. Ste 101
Omaha, NE 68116
402-779-2545

Auction Solutions, Inc. has no judgements or pending litigation at this time. In addition, Auction Solutions, Inc. expects to continue with business as usual for the foreseeable future. No condition affecting the stability of the company is known to exist.

c. **CHANGE OF OWNERSHIP**

Ownership is not expected to change.

d. **OFFICE LOCATION**

The location of the office responsible for the performance of this contract is Auction Solutions Inc's main office location at:

Auction Solutions, Inc.
7811 Military Ave.
Omaha, NE. 68134
402-571-0393 (ofc)
866-718-0393 (toll free fax)
www.auctionsolutionsinc.com
shayne@auctionsolutionsinc.com (email)
mark@auctionsolutionsinc.com (email)

e. **RELATIONSHIPS WITH THE STATE**

Auction Solutions, Inc. has not had any dealings with the State of Nebraska as a bidder in the past 4 years.

f. **BIDDER'S EMPLOYEE RELATIONS TO STATE**

No such relationship exists between state employees and Auction Solutions, Inc's staff.

g. **CONTRACT PERFORMANCE**

No contracts with Auction Solutions, Inc. have been terminated for default in the past 10 years.



No contracts with Auction Solutions, Inc. have been terminated for convenience, non-performance, non-allocation of funds, or any other reason in the past 10 years.

h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

Auction Solutions, Inc. had conducted many auctions that were far more complex and required extensive set up and staffing over the years.

Uta Halle School for Troubled Youth:

In 2012 the company liquidated Uta-Halle School for trouble Young Women. This auction included everything on the campus except the real estate. The auction was performed for American National Bank. Auction Solutions, Inc was the primary contractor on this job.

The auction was conducted in a two ring format over 2 days time, for a total of 4 auction rings selling everything on the campus from 13 buildings. Asset types included a fleet of vehicles and grounds maintenance equipment, small tools, electronics and computer equipment, office furniture and supplies, commercial food service equipment, school supplies and household furnishings.

This auction consisted of over 1200 individual lots. Sale rings were broken down by asset class selling the highest value items on the second day of the auction. This auction was conducted over an 8 week period. That amount of time was required because our staff was required to organize and catalog all the items as well as preparing them all for sale including formatting all of the computer equipment and making minor repairs to the fleet of vehicles and grounds maintenance equipment.

This project was completed on time and on schedule as all of our auctions must be since the auction date is typically set ahead of the start of the project.

The Company's contact for this auction was:

Bob Durr
American National Bank
333 W Broadway
Council Bluffs IA 51503
402-255-5144 (ph)
402-960-8356 (fax)
bdurr@anbank.com

Tops Tents and Rents:

In 2018 we conducted a 2 day 2 ring auction and a single online bidding only auction to liquidate Tops Tents and Rents. This auction was also significantly more complex than the project described in this RFP. We were the primary contractor on this project. This project was completed on time as all of our auctions must be.

This auction was conducted in close cooperation with Wells Fargo Bank and the business owners. The auction consisted of fleet vehicles, forklifts, skid loaders, trailers, tents, bounce houses, carnival games, tables and chairs, linens and just about anything someone could want to rent for an event.

This auction project lasted for about 6 weeks ending with a 2 ring 2-day auction of more than 1400 lots. The project was conducted in similar fashion to the Uta-Halle auction in that items were broken down by asset class and the higher value items were sold on the second day.

The Company's contact for this auction was:

Chris Hazelton
Wells Fargo Bank
21 First St. SW
Rochester MN 55902
507-285-8501 (ph)
507-285-2810 (fax)
Chris.R.Hazelton@wellsfargo.com



Iowa Department of Natural resources Gun and Bow Auction:

In 2010 Auction Solutions, Inc. was awarded the contract by the State of Iowa, Department of Natural Resources to sell confiscated firearms and hunting equipment auctions. Since the initial award, the company has rebid and won 3 additional times making 2019 the 10th consecutive year of providing auction services to the DNR. The time period of this project is limited. Auction set up and operation is limited to 2 days because it is conducted in a rented building inside the Iowa State Fair Grounds. Catalog development and advertising is conducted for approximately 60 days prior to the auction.

This auction is very similar in execution to the State of Nebraska's RFP in that it was won by a bid process, the assets are held by the DNR and the auction is conducted in a live format, in an arena.

During the period of time the company has been conducting the auction, the revenue increased from 89,000 to over 144,000 in 2017 and participation grew from an initial 228 bidders to 566 in 2017. This increase is due mostly to the use of the internet via web site postings and email newsletters to inform bidders of the upcoming auction.

Auction Solutions, Inc. is the primary contractor for this auction.

The Company's contact for this auction was:

Jeff Swearngin
Iowa Department of Natural Resources
Cold Springs State Park
Lewis IA 51544
712-769-2587 (ph)
712-769-2440 (fax)
Jeffrey.swearngin@dnr.iowa.gov

Other large multi-ring auctions of significance would be as follows:

October 2007 Mister C's Steak House – 2 Rings 2 Days
September 2007, 2008, 2009 – Metro Community College One Ring One Day
April 2010 Sisters of Notre Dame Seven Oaks Development Auction 2 Rings 2 days.
July 2010 Inland Pacific Construction Company Liquidation Auction 1 Ring 1 Day
February 2011 Ironwood Country Club – 2 Rings 2 days.
June 2011 Rosenblatt Stadium Memorabilia Auction 2 Rings 2 Days
March 2013 Pamida Support Center Liquidation Auction – 1 Ring 2 Days
November 2014 A Masterpiece Design Landscape Company Liquidation 1 ring one day.
April 2017 Brix Wine bar and Restaurant 2 ring 3 day auction.
June 2017 CHI Health Center St. Joseph Hospital Online Liquidation – 1000 lot auction
July 2017 Unique Lawn and Landscaping Auction One Day One Ring Fleet Vehicles
August September and October Staybright Electric Fleet Vehicle Liquidations
April 2019 Skatedaze liquidation – 2 Ring online and live Auction
May 2019 Lindsay Manufacturing Office Furniture Online Liquidation
June 2019 Core Bank Office Furniture Online Liquidation

The above list of auctions is a wide variety of types of assets and methods of sale Auction Solutions, Inc. has used over the years to liquidate all types of assets. This is only a small sample of auctions the company has conducted more than 1325 auctions since 2007 and many others prior to the use of the current tracking system.

Auction Solutions, Inc. has been and continues to be an early adopter of technology and advancements in the industry resulting in higher returns to sellers.

SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH

Auction Solutions, Inc's approach to the conduct of the auctions would be as follows:



Furniture and Electronics:

Respond to initial contact from the state with a date and time to photograph
Arrive in Lincoln to catalog and photograph items as organized by state staff
Establish auction pick up times, special instructions and announcements for the auction
Using our state of the art software, load photos and descriptions to our inventory management software
Send link for approval to state staff
Once approved, Load auction items to our web site and to Proxibid
Begin the pre-bidding process.
Arrive on site at the surplus building 90 minutes prior to the beginning of the auction.
Set up sound systems and clerking computers
Set up auction trailer and cashiering station at the front entrance to the surplus building
45 minutes prior to the auction, open registration lines.
5 minutes prior to auction, opening announcements, contact proxibid operator, begin live auction on schedule sell items in lot order and clerk using our state of the art electronic clerking software system and radio frequency modems.
Upon competition of selling the live lots, collect payment from live bidders and assist state staff with buyer pick up.
Begin processing credit cards and email paid receipts with pick up instructions to all online bidders.
Print invoices and sale reports for state staff to handle pick up.
Communicate with 3rd party shipper to make arrangements for items requiring shipping from the facility.
Finalize reporting and payments, deliver to the assigned contact person.

Should the state decide to accept our alternate proposal of conducting the furniture and electronics auctions online, the process prior to and post auction would remain the same. Auction day would be replaced by auction closing times which would be using the online bidding process to close auction lots at a rate of 2 per minute with a 2 minute extension for items that have been bid on in 1 minute prior to the lot closing.

Vehicle and Equipment Auctions:

Respond to initial contact from the state with a date and time to photograph
Arrive in Lincoln to catalog and photograph items as organized by state staff
Establish auction pick up times, special instructions and announcements for the auction
Using our state of the art software, load photos and descriptions to our inventory management software
Send link for approval to state staff
Once approved, Load auction items to our web site and to Proxibid
Begin the pre-bidding process.
Arrive in Lincoln 14 days prior to the auction for a walk through inspection with state staff
Arrive on site at the surplus building 90 minutes prior to the beginning of the auction.
Set up sound systems and clerking computers
Set up auction trailer and cashiering station at the front entrance to the surplus building
45 minutes prior to the auction, open registration lines.
5 minutes prior to auction, opening announcements, contact Proxibid operator, begin live auction on schedule sell items in lot order and clerk using our state of the art electronic clerking software system and radio frequency modems.
Upon competition of selling the live lots, collect payment from live bidders and assist state staff with buyer pick up.
Begin processing credit cards and email paid receipts with pick up instructions to all online bidders.
Print invoices and sale reports for state staff to handle pick up.
Communicate with 3rd party shipper to make arrangements for items requiring shipping from the facility.
Finalize reporting and payments, deliver to the assigned contact person.

Should the state decide to accept our alternate proposal of conducting the vehicle and equipment auctions with a mobile auction ring, the process prior to and post auction would remain the same. On auction day we would also arrive with two auction toppers mounted to trucks. Auctioneer's. Clerks and Proxibid Operators would work from the auction toppers, selling, clerking and accepting the internet bids without driving vehicles through the sale ring.

Auction Solutions Staff:

Shayne Fili, CAI, CAGA USPAP Appraiser, BAS:
Owner of Auction Solutions, Inc.
402-571-0393 office
402-203-3508 cell



866-718-0393 toll free fax
shayne@auctionsolutionsinc.com

Shayne Fili is the founder of Auction Solutions, Inc. Shayne has conducted thousands of business liquidation, personal property and real estate auctions in the Midwest. For 20 years she has been providing superior auction services to businesses and individuals. Her experience and dedication to helping customers navigate the auction and appraisal processes have built Auction Solutions, Inc. into the busiest and most productive auction company in the area. Auction Solutions, Inc. is a Certified Woman Owned Business and received Woman Owned Business of the Month of April 2012 through the Nebraska Business Development Center PTAC program.

Shayne attended Missouri Auction School in 1999, graduated from the Certified Appraiser's Guild of America in 2001, and graduated from the Certified Auctioneer's Institute in 2003. In 2011 she attended the Professional Ringmen's Institute and became a USPAP certified personal property appraiser in 2012. Shayne is a Past President and member of the board of directors of the Nebraska Auctioneer's Association. She holds a Real Estate Broker's license in both Nebraska and Iowa and is a Benefit Auction Specialist. Shayne is a member of the National Auctioneer's Association, the Iowa Auctioneer's Association and the Nebraska Auctioneer's Association

Shayne has been designated as an expert witness in Douglas County District Court in the past.

Shayne is a Nebraska native and spent her childhood summers on the family farmstead near Arnold, Nebraska, where she developed a love for animals. She has also attended vet tech school and been the superintendent at the Nebraska State Fair Draft Horse Show for several years. Most recently Shayne was appointed to the Douglas County Fair Board where she chairs the High School Champions Challenge Rodeo. See Resume in Appendix A for further information

Mark Beacom: CAI, GPPA, USPAP Appraiser, AMM
402-571-0393 office
402-250-3136 cell
866-718-0393 toll free fax
mark@auctionsolutionsinc.com

Mark has worked at Auction Solutions, Inc. since 2001 as VP of Operations and Marketing. He has conducted thousands successful auctions since then. From setting up equipment on auction day to marketing and client sales, Mark's marketing experience attracts potential buyers to the auction which increases competition for the items listed for auction.

Mark graduated from the World Wide College of Auctioneering in 2003 and earned a Nebraska real estate license in 2004. He is President of the Nebraska Auctioneer's Association and in 2011 graduated from the Certified Auctioneer's Institute. In 2011 he attended the Professional Ringmen's Institute and became certified as a Graduate Personal Property Appraiser in 2012. He also passed the national test for the Uniform Standards of Professional Appraisal Practices and is current on the continuing education requirements for USPAP compliance. In 2018 Mark achieved the Auction Marketing Management designation from the NAA. Mark is a member of the National Auctioneer's Association, the Iowa Auctioneer's Association and the Nebraska Auctioneer's Association

In addition to his tenure at Auction Solutions, Inc. Mark has over 35 years of industry experience with industrial equipment, maintenance, purchasing, and distribution. His expertise in this area has enabled Auction Solutions, Inc. to successfully complete over a dozen industrial and large equipment auctions in the last five years. See Resume in Appendix A for further information

Judy Christiansen:
Judy has worked in the accounting field for over 30 years.

She began working for Colorado State Tire in Denver as and Assistant Credit Manager, This involved checking credit, approving or denying credit applications and collections, After three years, she was promoted to credit manager. After the company went through some ownership changes, Judy was promoted to office manager. Her employment with this company lasted about 14 years. The building owned by the company was sold to make way for a Coors Field and the company closed.

At this time Judy and her family moved back to their home state of Nebraska. She was hired by Elan Fine Home Furnishings as Office Manager. At this position, she was in charge of all accounting and human resource functions, There were many other duties added tto the plate, such as shopping for insurance, 401K provider, computer and IT services, and other vendors. Her position lasted 12 years until Elan closed.



Judy then went to work at Auction Solutions, Inc. as finance manager. In this position, she is responsible for all accounting functions that are required in a small office such as Accounts Payable Clerk, Accounts Receivable, Payroll, Bank Reconciliations and Audits. She also acts as the right hand person to the owner of the company and assists in day to day functions that are required in a small office. She has been employed at Auction Solution, Inc. for over 8 years.

Ann Burke:

Is a full-time Lead Auction Specialist. Employed with ASI for the past six years, Ann brings 25+ years of administrative office experience, as well as over 15 years of online auction project management experience to Auction Solutions, Inc. As Lead Specialist, Ann oversees catalog editing, technical writing, and appraisal administration.

Erika Fili:

Erika Fili is an administrative assistant for Auction Solutions Inc, a prominent auction company recognized for their professionalism and cutting edge technology. She is responsible for maintaining and creating current and future company policies, delegating responsibilities to the Auction Solutions team members, and assisting the company owner in any way possible.

When she started with the company almost five years ago, Erika was a catalog technician and also assisted with company marketing procedures. During her time with the company she has attended marketing seminars and worked extensively to ensure that they are always ahead of the curve. She uses her experience as a freelance photographer to the advantage of the company whenever possible.

Erika is also the proud mother of three young children, has her own freelancing photography business, and enjoys the outdoors with her dogs!

Gail Figg:

Interact directly with customers to get details required to complete setup and auction of goods to be sold.

Responsible for accepting, storing, and releasing auction inventory.

Other responsibilities include making detailed documentation of vehicles, equipment, and assorted personal property.

Assist in warehouse and auction organization by sorting items according to the similarity of the type of merchandise, tagging and arranging articles for sale, holding or displaying articles for live auctions, calling out lot and bidder information during live auction, and also assist in setup of auction equipment necessary to hold live auction.

Other duties include general facility maintenance, provide day-to-day support to auctioneers and management staff.

Jenn Welniak:

Jenn is an auction cataloging professional at Auction Solutions, Inc., where Jenn travels to different estates and businesses to categorize like items, photograph, as well as writes descriptions of items. She then itemizes all of the pictures and descriptions into an auction catalog.

Jenn also coordinates the pick-ups of the purchased items, once the auction is over.

Brandy Ward:

Brandy is an Auction Catalog Specialist with Auction Solutions Inc. She has worked here for a little over a year. She is in charge of putting items into lots and assigning them a number. She also takes photographs of each lot and writes detailed descriptions of those lots

j. Subcontractors will not be used for the project.



Section V. Project Description and Scope of Work

A. Project Overview

Auction Solutions, Inc. conducts live, online and simulcast auctions for businesses, government entities and estates on a regular basis. We work closely with our sellers to provide excellent services. We are familiar with the types of assets liquidated by the state and conduct liquidations of this type routinely. We are staffed appropriately and can conduct multiple auctions for the state on an ongoing basis.

- B. Auction Solutions, Inc. routinely catalogs auction items. Our system will allow us to use the State of Nebraska's lot numbering system without issue. We have the ability through our software systems and trained staff to register bidders, conduction the auction, clerk all the transactions, collect payment and provide detailed reports at the lot level. Auction Solutions, Inc. understands payment and reporting requirements and can provide them as required.

1. Additional requirements for the RFP:

a. Nebraska does not have a license for auctioneers. Auction Solutions, Inc. maintains a permit to conduct auctions in Lincoln NE as required by city statues. Both Shayne Fili and Mark Beacom are members in good standing as well as current officers and past presidents of the Nebraska Auctioneer's Association as well members of the Iowa Association and the National Auctioneer's Association. Members are required to comply with a code of ethics to maintain their status.

b. A copy of our Nebraska Auto Auction Dealer's License is included in Appendix A.

c. As the auction industry has evolved over the years, auctions have begun to be conducted in online bidding only formats. Our business model has changed significantly over the years which prevents us from showing auctions of 1,000,000.00 in gross sale, or larger. With that in mind, please understand that Auction Solutions, Inc. in the calendar year of 2017 conducted 115 auctions that had 18,555 individual lots with 14,202 registered bidders and 1,254,570 catalog views for a total of \$1,645,681.00. In the year of 2018 we conducted 111 auctions that had 23,005 individual lots with 18,900 registered bidders and 1,305,983 catalog views for a total of \$1,575,376.00. And year to date we conducted 137 auctions that had 22,065 individual lots with 16,203 registered bidders and 1,363,374 catalog views for a total of \$1,636,359.00. These statistics only reflect the auctions that we have conducted. Our preferred partner, Proxibid in 2018 alone has sold nearly \$3B in total inventory, selling more than 3M individual lots in 5000 auctions with nearly 900,000 buyers.

As a general auction company, we have sold, in the past 3 years all types of assets from construction equipment, to fleet and estate vehicles, restaurant and food service equipment, estates and even large quantities of liquor. Because the industry is changing, offering us the opportunity to do more online only sales, the sale groups can be smaller, lowering the overall gross dollars.

In 2017 we conducted the liquidation of Brix Wine Stores and Restaurant. This auction was conducted in close cooperation with the Nebraska Liquor Control Commission and Mutual of Omaha Bank. This auction consisted of a 2 ring 3 day auction to liquidate both the Village Point and Midtown Brix Locations. This auction consisted of high value commercial kitchen, retail and restaurant equipment as well as an inventory of over 38,000 bottles of liquor. This auction's gross sale total was 519,145.00. Our contact for this auction was:

Jarryd Israel
Director of Special Assets
Vice President
Mutual of Omaha Bank
3333 Farnam Street
Omaha, NE 68131
Jarryd.Israel@mutualofomahabank.com
Office: 402-351-6157
Fax: 402-351-1889

In 2018 we conducted a 2 day 2 ring auction and a single online bidding only auction to liquidate Tops Tents and Rents. This auction was conducted in close cooperation with Wells Fargo Bank and the business owners. The auction consisted of fleet vehicles, forklifts, skid loaders, trailers, tents, bounce houses, carnival games, tables and chairs, linens and just about anything someone could want to rent for an event. The auction gross sale total was \$448,384 the total gross proceeds of the 2 auctions combined falls slightly short of the \$1M mark at \$967,529.00.

The Company's contact for this auction was:



Chris Hazelton
Wells Fargo Bank
21 First St. SW
Rochester MN 55902
507-285-8501 (ph)
507-285-2810 (fax)
Chris.R.Hazelton@wellsfargo.com

We believe that the statistics provided above qualify us to bid competitively and we know that we are capable of providing an excellent auction experience for the State of Nebraska. The auctions listed throughout this proposal are much more complex than the auctions described in the RFP. There is no doubt that Auction Solutions, Inc. can and will provide a highly professional and efficient auction experience for the state and for the bidders.

d. The largest gross sale dollar auction in the past 2 years is the brix auction at \$519,145.00
The largest auction in our company's history was the auction of Mid America Motorplex at \$1.46M. The largest vehicle and equipment auction in our company's history was the liquidation of Ironwood Country Club at \$771,221.75.00

e. 2 Additional references for other types of auctions would be Ben Koziol at Omaha Public Power District. We currently conduct online bidding auctions for the power district after winning a bid in 2017. We have conducted 5 auctions of tools, equipment and vehicles for them.

The Company's Contact for these auctions is:

Ben A Koziol
Investment Recovery
Supply Chain Management
Omaha Public Power District
444 S 16th St Mall 5E/EP1
Omaha, NE 68102-2247
Ph: 531.226.2071 Cell: 402.669.3026
Fax: 531.226.3931
FCS Ph: 402.533.6313
E-Mail: Bakoziol@oppd.com

Our second reference would be the Iowa Department of Natural Resources. We have been awarded the contract to sell confiscated firearms and hunting equipment for the DNR 3 times and have conducted the auction for 11 years.

The Company's contact for this auction was:

Jeff Swearngin
Iowa Department of Natural Resources
Cold Springs State Park
Lewis IA 51544
712-769-2587 (ph)
712-769-2440 (fax)
Jeffrey.swearngin@dnr.iowa.gov



C. Scope of Work

1-13. Auction Solutions, Inc. can and will conduct all sales through and open bidding process in whatever locations the state requires the auctions to be held adhering to the agreed upon schedule. We are capable of using the state supplied asset numbers as lot numbers in our system with a \$10.00 minimum bid. We understand and can comply with the no sale procedure. Auction Solutions, Inc, it's employees and contractor's will not purchase any items with the intent of resale. We understand all items sell As Is-Where is and sold without reserve. Auction Solutions, Inc. is prepared to make required site visits and will not assign any part of the contract to other entities.

Auction Solutions, Inc. can and will perform auctions for the State of Nebraska as required in this RFP. We have prepared 2 separate cost proposals outlining what we would charge to conduct the auction as it is currently described in this RFP and another cost proposal that outlines our charges for using a new approach to asset liquidation.

The following discussion outlines what the company sees as the best way to maximize return and minimize cost to the State. The strength of the marketplace is discussed in detail in other sections of this proposal.

Furniture Auctions: The company is capable of conducting the furniture auctions using the current method. Auction Solutions, Inc. would recommend against a live only auction since it severely limits the market. The company would recommend at the least, the auctions should be conducted using the live/simulcast method where items are offered to the live crowd as well as buyers on the internet marketplace.

There are many advantages to using the live/simulcast method. Using this method Bidding activity and interest in items build prior to the auction, once a catalog is made public. Catalogs are available for bidding for a period of time, as mutually determined, prior to the auction allowing people registered online to bid before auction day. This process opens the auction to more bidders as well as allowing a price drive from the online buyers prior to and during auction day bidding. Additionally, the system will allow more bidder convenience since they do not have to attend the entire auction to bid on items they are interested in purchasing. Auction Solutions, Inc. is happy to offer this process to the State.

There is an additional option that the State may, or may not want to explore outlined in the next paragraphs. The company would be happy to test this method at any time during the contract period, or even do a pre-contract test of this system if requested.

Auction Solutions, Inc's experience with the market for office furniture and electronics suggests that the very best alternative to these auctions would be to take them into an online only bidding format. In general, the process would be to take in the merchandise, organize it into an order of sale and then catalog and photograph each lot, as determined by the state. Once this is completed, using the company's software, the auction lots would be posted to the internet, on www.auctionsolutionsinc.com and to www.proxibid.com very rapidly.

Auctions can be conducted at will. There would be no reason to have to schedule them on a monthly basis. Auctions can be one lot, or hundreds of lots at a time and can be conducted at any time. It is not necessary to conduct auctions on any specific day of the week or on the weekend. The company has been conducting auctions of many types using this method for several years. Omaha Public Power District's auctions are conducted using this method and have proven to be highly successful.

Auction Solutions, Inc.'s software system is designed so that, using a phone app, with minimal instruction, anyone can catalog items. With this ability, state employees could catalog items where they sit to be picked up after the auction, the items could be moved to the Surplus facility and cataloged by your staff or Auction Solutions, Inc.'s staff or a combination of both. With this system, Auction Solutions, Inc. is able to provide very rapid and highly responsive service.

Over the past few years the company's results have shown with the additional traffic and participation level of bidders using the online only platform, that prices have increased and so has the market. Over the past 5 years the company's online auctions have produced bids from all over the US, Canada and Mexico. Auction Solutions, Inc. works with third party shipping companies to ship items at the buyer's expense.

Auction Solutions, Inc.'s can provide a better alternative to the sale of surplus assets, if the State of Nebraska so chooses.

Heavy Equipment and Vehicle Auctions: Auction Solutions, Inc. is prepared to provide live auction services for the state's heavy equipment and vehicle auctions as outlined in this RFP. Auction Solutions, Inc. would like to offer an



alternative to the process described in the RFP. Again, as stated above, the company is more than willing to conduct the auctions in the manner outlined in this RFP, but this option has been outlined for the state's consideration.

The proposal would be to operate the auctions as a Live Simulcast auction. In today's market, internet bidding for equipment has become the standard. Many companies conduct online bidding only for heavy equipment and vehicles and the company has done so with this type of equipment as well, but with high value assets like this, a live/simulcast auction is the best option. The company is equipped to be able to run online bidding along side the live auctioneer to increase the market reach from a regional auction to a nationwide one. Market reach for heavy equipment extends into Canada and Mexico as well.

Auction Solutions, Inc. suggests the elimination of the driving of vehicles through the auction ring to reduce the liability to the state and the auctioneers. The auctioneers can drive the lines of vehicles and equipment with Auction Toppers without having to move anything. Each vehicle would be started prior to opening the bid to demonstrate that they start and run, but the risk to the auction company and the state would be greatly reduced along with achieving a cost reduction. Auction Solutions, Inc. has conducted auctions this way for many years and been highly successful with this method.

D. Advertising

In order to effectively market the auction we will use a variety of methods.

1. As required in the bid Auction Solutions, Inc. would advertise in both the Omaha World Herald and the Lincoln Journal Star on the Sunday and Friday prior to the auction with a minimum of a 1 column by 3 inch ad. Additionally all photos and descriptions of items will be listed on our website in catalog format using multiple photos of each lot. In appendix A we have provided some screen shots of sample catalogs and assorted advertising.

2. We can meet the proof of advertising requirements as stated.

3. An 8.5 x 11 PDF format sale bill will be prepared for use on the States web site. It can include pictures of high interest items and a list of sale items as well as dates and times. We would recommend that any advertisement on the State's web site should include links to our auction details and catalog pages as well as the youtube video.

4. Web marketing is the best value of all of the advertising methods available today. We will post your auction on our company's web site, www.auctionsolutionsinc.com. We aggressively market upcoming auctions by posting as much detail about the sale and properties as possible to attract a wide variety of buyers. Specific item searches for items that appear on our site are typically returned as the top line on Google. In addition, we post auctions on Proxibid.com, The auctions will be posted on Craigslist and Facebook as well as LinkedIn. Facebook Marketplace postings have produced excellent results for us. We would post the auctions on up to 25 buy, sell, trade group pages. We can also offer banner ads and category specific emails on our partner, Proxibid's platform.

These web advertising methods are further enhanced by our email broadcast service. Your auction will be advertised on a weekly basis to our email list subscribers for up to 30 days prior to your auction. We currently have over 33,000 buyers in our email database. These are confirmed email subscribers that have signed up for our services

Youtube is the second most used internet search tool just behind google. In order to leverage this format we will develop a short youtube video presentation of the equipment and post it to our youtube channel for preview purposes.

5 and 6. These requirements are addressed in the paragraphs above. I have included some screen shots as well, or you can view samples of our detailed listings at the links below.

<https://www.auctionsolutionsinc.com/auction-details-past/?auctionGuid=3c859bc1-20b9-4682-baca-a1493b205643>

<https://auctionsolutionsinc.proxibid.com/Auction-Solutions-Inc/BANK-ORDERED-AUCTION-BPI-SS-836-Telehandler/event-catalog/168881>

<https://www.auctionsolutionsinc.com/auction-details-past/?auctionGuid=53ba485e-9762-4b62-af16-743678ea89af>

<https://auctionsolutionsinc.proxibid.com/Auction-Solutions-Inc/BANK-ORDERED-ONLINE-AUCTION-CASE-590-SUPER-M/event-catalog/168712>



E. Staffing

1. a. Using Auction Solutions, Inc's software systems cashiers on a regular basis meet the stated requirements for bidder registration. All bidder records, except the signature are kept electronically. The signature is recorded on a signature line on the bid card stub and retained by the cashier. In addition to the minimum requirements, the company's software is capable of scanning and recording driver's license information and saving a photograph of the bidder.
 - b. Payments received are collected by the same staff members in our office trailer. We can accept cash, check and credit. Bidders buying online can pay via credit card or wire transfer. Our system is set up to automatically charge credit cards for those online bidders that owe less than \$1000.00. For purchases above \$1000, we would require a wire transfer.
2. a-c. Auction Solutions, Inc. will provide staffing as outlined in the RFP.

F. Reporting

Auction Solutions, Inc. uses state of the art auction management software to conduct live and online auctions. Immediately following an auction while we are still on location, we produce copies of paid and unpaid invoices, a report detailing auction purchases by bidder, a report detailing no sale items and a report that lists individual lots purchased by buyer in lot number order.

Post auction reporting is available at that time as well, however, we prefer to release the consignor settlement report after all funds have been collected and merchandise has been removed from the auction site. That said, we are easily able to comply with the conditions in this RFP.

Reports can be printed, and/or provided electronically at the seller's preference in the formats outlined.

G. Payments

Auction Solutions, Inc. Agrees to the terms of payment stated in this section. We would request that any items not paid for by the bidders would become the property of Auction Solutions, Inc, or resold to recover the loss since Auction Solutions, Inc. would be required to pay for these items.

H. Minimum Requirements for Vehicle /Heavy Equipment and Furniture

1-6 The minimum requirements stated in sections 1-6 are performed by our staff on a regular basis at all the auctions we conduct. Our staff is highly skilled and professional and can perform large and small auctions with a high level of professionalism in a fast and efficient manner.

Auction Solutions, Inc. personnel are familiar with many categories of equipment including vehicles, construction and industrial equipment, office equipment and electronics as well as many other types of assets.

Auction Solutions, Inc. is equipped to conduct one, two, or three ring auctions. Available equipment includes a custom-built cashiering trailer, pickup mounted auction toppers, sound systems, electronic clerking and cashiering systems, online bidding platform and credit card processing systems. The systems are state of the art, industry specific and very effective.

Auction Solutions, Inc. will ensure bidders understand that all items are with no guarantee expressed or implied. These terms are now and will be published on our auction details page and catalog pages of our web site as well as announced on sale day to the live crowd, if we are awarded the bid.

We can and do maintain a state-of-the-art website that was specifically designed for auctions and for our company. The home page can be viewed at this link: www.auctionsolutionsinc.com



Auctions

I. Vehicle/Heavy Equipment Auction (Outside Auction) Requirements

1. Auction Solutions, Inc's experienced staff will be available to catalog, photograph and view equipment and vehicles as required.
2. Auction Solutions, Inc. will exceed the state's expectations on representation of vehicles and equipment at these auctions. The company will not only provide a photo slide show, but multiple images and complete descriptions of each individual vehicle and piece of equipment to be sold as a part of the internet simulcast bidding process. An example of this type of representation can be seen at the link below:
<https://auctionsolutionsinc.proxibid.com/Auction-Solutions-Inc/OPPD-SURPLUS-EQUIPMENT-ONLINE-AUCTION-5/event-catalog/166739>
3. The company agrees to provide portable toilets
4. The company agrees to provide professional security
5. The company agrees to prepare all required paperwork to the winning bidders of titled vehicles and equipment.



Section 3

J. TECHNICAL REQUIREMENTS

For the following technical requirements, provide a bidder response explaining how each requirement will be met. These requirements must be responded to and submitted with the proposal response.

1	<p>Describe bidder's approach to conducting auctions and describe the level of professionalism that will be provided.</p> <p>Bidder Response: Over the past 20 years, Auction Solutions, Inc. has conducted thousands of auctions for attorneys, bankers, developers, municipalities and state governments, as well as private citizens. Our organization maintains the highest levels of professional conduct in our business. Our team are members of the National Auctioneer's Association, the Nebraska Auctioneer's Association, and the Iowa Auctioneer's Association. Both principals of the business are past presidents of the Nebraska Auctioneers Association and have been involved locally and nationally with these organizations for 15 years. Our organization prescribes to the code of ethics for these organizations. Additionally, our principals are licensed Real Estate Brokers and Agents and our business possess a Nebraska Auto Auction dealers license as well as a Federal Firearms License. To provide a live simulcast auction platform, Auction Solutions has become a preferred partner with Proxibid. Both Auction Solutions, Inc. and Proxibid are Nebraska Corporations.</p>
2	<p>Provide a detailed description of the professional sound system for inside auctions and for outside auctions with the capability of running multiple rings simultaneously.</p> <p>Bidder Response: Auction Solutions, Inc. has state-of-the-art Sound Projections and JBL-brand portable PA speakers and Shure wireless microphones that can output more than 1,000 watts to six speakers. The system can operate up to four individual wireless microphones. These systems can be separated into three individual units, combined to make up two systems or operated as one large sound system. They are able to run eight-to-ten hours on battery power and/or be connected to 110 volt power. In addition to the portable sound systems, Auction Solutions has a pick-up truck-mounted auction topper, which allows the team to drive the equipment lines to sell and clerk from the topper, which powers all A/V equipment using the truck's system.</p>
3	<p>Describe bidder's permanent employee roster and how many subcontractors are needed for auction assistance on average.</p> <p>Bidder Response: Auction Solutions employs nine full-time and permanent part-time employees as well as contract auctioneers, clerks, cashiers, and laborers as needed. All full-and-part-time employees are salaried or paid hourly and are covered by the company's Workman's Compensation insurance and General Liability insurance. In general, the Auction Solutions business model is very lean. When we conduct 2 or three ring auctions, we hire part time staff on a day to day basis. These part timers are hired from the Nebraska and Iowa Auctioneer's Association's rosters.</p>
	<p>Describe bidder's advertising experience and provide one auction advertising example.</p> <p>Bidder Response: Mark Beacom manages advertising and marketing for Auction Solutions, Inc. Mark has earned the Auction Marketing Management designation from the National Auctioneer's Association. This designation is given only after an auctioneer successfully completes specific training in Social Media Marketing as well as branding and market testing. Since 2001, Mark Beacom has used multiple media methods to market Auction Solutions. Today, Auction Solutions auctions are advertised in local newspapers, on multiple Facebook marketplace pages, on Craigslist, in YouTube videos, on our website, via email through our constant contact account, and by using banner ads, featured lot promotions, and email newsletters through our partnership with Proxibid. If there is a local interest or if the auction is identified as high profile, our team has successfully taken advantage of public relations to gain local awareness through interviews with local media. Auction Solutions also advertises auctions using direct mail, radio, cable TV and Facebook paid ads with lookalike targeted lists when the items require extra attention and the budget allows it.</p>
5	<p>Describe bidder's marketing approach on how to reach as many potential auction bidders as possible.</p> <p>Bidder Response: Auction Solutions uses many tactics to reach as many potential bidders as possible. Auction Solutions auctions are advertised in local newspapers, on multiple Facebook marketplace pages, on Craigslist, in YouTube videos, on our website, via email through our constant contact account, and by using banner ads, featured lot promotions, and email newsletters through our partnership with Proxibid. If there is a local interest or if the auction is identified as high profile, our team has successfully taken advantage of public relations to gain local awareness through interviews with local media. Auction Solutions also advertises auctions using direct mail, radio, cable TV and Facebook paid ads with lookalike targeted lists when the items require extra attention and the budget allows it.</p>



	<p>Auction Solutions simulcast auctions are available for viewing and bidding worldwide. The Auction Solutions email database includes more than 30,000 bidders who have signed up for our auctions in the past. Email campaigns sent by Auction Solutions typically have a 15% open rate for each send. Currently, these newsletters are sent out approximately three times per week.</p> <p>Auction Solutions has partnered with Proxibid, the premier marketplace and online platform for the auction industry. Proxibid averages two million unique visitors per month. In 2018, Proxibid's B2B categories, which includes commercial trucks, farm machinery and implements, heavy construction equipment, industrial machinery, and vehicles represented nearly \$3B in total inventory. During this period, more than 3M lots were sold in nearly 5,000 auctions, with nearly 900,000 total buyers</p> <p>The Proxibid platform is utilized by multiple auction companies. Auction Solutions is a preferred partner and has the ability to market to all bidders participating in auctions on Proxibid. While the statistics mentioned reflect only B2B categories, it is important to note Auction Solutions is a general auction company capable of selling all types of personal property and real estate, in addition to B2B items.</p>
6	<p>Describe bidder's auction system and provide information on their online auction service.</p> <p>Bidder Response: Auction Solutions leverages industry-leading auction software to conduct our auctions. We can use two separate systems for conducting the entire auction process, from cataloging and photography to online and/or simulcast auctions through invoicing and payment collection. The company uses technology provided by Wavebid and Auctionflex. Wavebid software is the most technologically advanced auction software available today and is completely integrated with the Auction Solutions website and Proxibid's platform. Cataloging of items can be done in several ways including using a mobile phone to photograph and describe items using the Wavebid app. This app instantly uploads auction lots to the software and allows the Auction Solutions team to rapidly publish auctions.</p>
7	<p>Describe bidder's business practices for reports of sale and provide one example.</p> <p>Bidder response: Auction Solutions' typical consignor settlement reports list all items sold by lot number with a full description of the lot, the final bid price and any associated costs at the line item level. This report is generated from our Auctionflex software. Immediately post auction, Auction Solutions is also able to provide copies of printed invoices, a sales report with bidder information and lots purchased, as well as a no sale report.</p>
8	<p>Describe bidder's use of social media technology and how it will be used to attract and communicate with customers.</p> <p>Bidder Response: Social Media marketing is conducted using Facebook Marketplace Group listings, Craigslist postings, and status updates on the Auction Solutions, Inc. Facebook page. Depending on the content for sale, Auction Solutions may also produce short videos of items of interest and post on Facebook as well as YouTube.</p>
9	<p>Describe bidder's business practices on payments will be collected and sales taxes remitted.</p> <p>Bidder Response: We use a state-of-the-art clerking and cashiering software called Auctionflex. This system combined with our internet portal, Proxibid and the Auction Payment Network allows us to collect funds from bidders live and onsite as well as accept wire transfers for large payments and also to automatically process credit cards for smaller purchases. Payment is expected at the time of purchase, Sales tax is charged to all taxable bidders based on the pickup location of items. For your auctions, we would use the City of Lincoln's sales tax structure.</p>
10	<p>Describe bidder's auction site security practices.</p> <p>Bidder Response: All buyers are expected to register. For live auctions, we have a registration trailer that has a video camera system installed so customers as well as employees are under video surveillance at all times. Auction site security practices vary based on auction type and access. For most auctions, our staff is onsite while items are on display. In cases of larger crowds and more expensive merchandise we hire professional security guards from a local vendor. Typically, Frontline Security of Omaha</p>
11	<p>Provide one example of a situation that lead to outstanding customer service.</p> <p>Bidder Response: During March of 2019 we were conducting an auction for Omaha Public Power District at their Fort Calhoun Nuclear Plant. The auction was an online format auction. Just a few days before the auction was set to close the river flooded the plant and caused us to stop the auction. Most of the items were recovered, so once the flooding receded, working closely with the asset recovery staff at OPPD, we were able to relaunch the auction. In order to be as fair as possible to our seller and the buyers, we allowed buyers to keep bids on any items they were still interested in and retract bids from items they no</p>



	<p>longer could use.</p> <p>This plan worked well for both buyers and sellers and was outside the box thinking in the auction business.</p>
12	<p>Describe two examples of how the bidder provided customer service to an upset customer ultimately leading to a positive outcome for the customer.</p>
	<p>Bidder Response: See Better Business Bureau Responses on the next page.</p>



« [Complaints](#)

Complaints

Auction Solutions, Inc

📍 7811 Military Ave
Omaha, NE 68134-2250

🌐 <http://www.auctionsolutionsinc.com>

✉ [Email this Business](#)

Complaint Type: Problems with Product/Service **Status:** Answered

07/10/2017

Bought several lots from a hospital auction. Most lots had missing items. I called about only 2 lots and was not offered appropriate refunds. I bought several different lots from an online auction for a local hospital. When I arrived to get my things almost every lot had items missing from them. I decided to only report 2 of my lots for missing items expecting a quick and simple refund. I spoke to the Auction Solutions staff and was told a full refund would be issued for the lots in question. (Items missing: Conference room office chairs, Cherry wood Desk, File cabinet, Table, numerous other chairs and a few more things) I called Auction Solutions to follow up on my refund and was told that it would be issued. Well....when I got an updated invoice they only offered \$** in compensation. The total amount of the 2 lots was \$*** before taxes and fees. I called back again and spoke to the owner. The owner treated the conversation like it was a negotiation (it wasn't) and only offered a partial refund. Some of the reasons I was given for not getting a full refund were 1. The auction company didn't make enough money. 2. A charity group messed things up so it's their fault. 3. I could have taken other items that were not mine to make up for my missing items (this option was never presented to me) 4. The auction company already paid the hospital so they can't issue any more refunds. 5. The disorganization was the fault of the hospital and people working for the hospital and therefore the auction company is not at fault. NOTE: When I spoke to staff about missing conference room office chairs I was told they remember seeing people take them prior to the start of the auction but they just didn't take new pictures. They sold me items that were never actually for sale and only offered me a partial refund. I offered to return everything from my lots in order to get my money back. They refused this offer.

Desired Outcome

Refund me the remaining balance on lot #****. The remaining balance is \$** plus taxes and fees.

Auction Solutions, Inc Response

07/13/2017

closed, or during the time we were working on the catalog in our offices. My team was on site during auction pickup, and noted every item which was removed by all buyers, and the items which were no longer present. I spoke for 25 minutes with this Buyer, and we don't know three things: Why they buyer bought the lot What the value of the items were as the lots were complete rooms Why the buyer didn't take all the items in the room, as they owned them at that point. This buyer did remove some items from the room he purchased. The value is unknown. This buyer did not take all items in the room. When we discussed the items missing, for 20 minutes, we covered all aspects of the auction process, and with as many moving parts as there were, we could not keep track of all the changes daily as items were removed by the Hospital. When my team was on floor 3, the hospital staff was removing items on 1,2,3,4,5,6. During the discussion, I offered a \$***** refund on the \$***** purchase. This buyer and I reached an agreement, although he kept asking for \$***** more, we agreed. That was the end of the discussion until his wife called, and the process began all over again. At that time I told her that He and I had determined a refund number, and that was all I was willing to do. Now they are requesting a full refund. We determined a number, agreed, and I feel a compromise had been done.

Customer Response

07/13/2017

(The consumer indicated he/she DID NOT accept the response from the business.) Auction Solutions sent an email detailing pick up times. When I arrived with my ***** truck and 5 helpers to get my things some person in charge of a charity would not unlock the gate for 3 hours. This caused us to run behind picking up all of our items from all of our lots. At the end of the day we were unable to take everything due to not being given correct information on pick up times. I only purchased the lot in question for the conference table and chairs. The chairs were gone. The other items in the lot are worthless to me so if you need them back to give me my refund let me know and I will schedule a time for pick up. Auction Solutions staff told me I would get a full refund and to still take anything from my lots that I wanted. Again, I'll return everything I took to get my refund. it should be noted that out of 6 lots purchased, only 2 (art) did not have missing items. I only requested a refund for 2 out of the 4 lots with missing items. As stated in my original complaint, the amount to be refunded is not a negotiation. Your team watched the conference chairs leave the hospital before the auction was posted online. I was told this directly by the Auction Solutions employees working at the hospital during pick up. When the owner continually tried ending the phone call when an agreement had not been made I reluctantly tried to agree on a number. The owner did not agree to this and continued to hang up on me despite the conversation not being over. After being hung up on I spoke to my wife and we agreed that there was no need to come to any sort of an agreement on this lot which is why she called back to clarify our position and get the rest of our refund. I appreciate most of the response from Auction Solutions and I agree with 90% of what was stated in their rebuttal. At the end of the day I bought something that didn't exist. My offer to return the items I managed to get out before being told to leave still stands. I deserve my money back.

Auction Solutions, Inc Response

07/19/2017

There were many items beyond our control in this event. I have discussed this in depth with this couple, and there is nothing more I am willing to do. We had too many persons with too much free rein and a Hospital which was overwhelmed with their move to a new location. My staff was onsite every day for three weeks, and did their absolute best to offer all items on site for auction. They may have seen items removed, but the items were flying out of there so fast they could not keep up with the catalog changes or additions. There were times when the buyers could not get into the building, but pickup was 5 days long. Normal pickup is 4 hours one time. This is my final reply to this issue. There will be no further credits issued. I will check to make sure this buyer received their premiums and any taxes back for their previous credits. We are not a retail store, and do not take returns. Any further communication regarding this issue will be unanswered.

Complaint Type: Billing/Collection Issues **Status:** Unresolved

09/28/2018

Complaint Details Unavailable

Complaint Type: Delivery Issues **Status:** Resolved

05/22/2017

Complaint Details Unavailable

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When considering complaint information, please take into account the company's size and volume of transactions, and understand that the nature of complaints and a firm's responses to them are often more important than the number of complaints.

BBB Business Profiles generally cover a three-year reporting period. BBB Business Profiles are subject to change at any time. If you choose to do business with this business, please let the business know that you contacted BBB for a BBB Business Profile.

As a matter of policy, BBB does not endorse any product, service or business.

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Auction Solutions Inc conducted the Bankruptcy Trustee Auction of the Family Fun Center August 30, 2019.

All items were sold in *AS IS WHERE IS* condition. We announced that a Game Service person had been through the site, and had looked at all the games. Any game requiring service was repaired or noted in all ads, descriptions, etc. that they were in non-working condition.

It was announced several times during the auction event that this was a bankruptcy trustee auction. There would be no refunds, for any reason, due to the fact that the monies were turned over immediately to the bankruptcy Trustee. Any refund would be required to be court ordered.

The auction ended, and all cards for purchases online were charged for the purchases, and the buyers sent information regarding pickup of THEIR items. *At the fall of the hammer all items become the property of the Buyer. UCC Code.*

I had personnel onsite for the pickup times, and they oversaw the removal of the items by the new Owners of the items. This customer was no exception.

Initially I was called by my relative, who had worked for me, and knows the Buyer. He had texted her at 3:22AM asking about the balls for the skeeball games. He later contacted her regarding the broken and non working machines, which she then notified me to reach out to him. I received a call from this customer, discussing how badly the machine's were broken and wires were hanging out. I listened to his information, and called my staff immediately.

In talking to my staff, who were onsite the whole pickup event, they witnessed this Buyer had hired a homeless person who was looking for work at the facility to assist in the removal of the (2) skeeball units. The units apparently had to be turned on their side to get them out the door. One of the units was dropped, hard, and it damaged the unit.

The Buyer asked me to repair the items, and he would keep them. Our texted conversation is item #6. The photo he referred me to was #7 photo of the wrong skeeball machines, admitted in the conversation. Not the photos from pre-sale catalog #8, -13 which was how the customer chose to purchase these units in the simulcast live/online live auction event.

- 1-2 Your complaint
- 2A Rebuttal
- 3 Paid Invoice
- 4-5 Terms of Sale
- 6 Text between Customer and myself
- 7 photo of incorrect skeeball machines, not ones customer purchased
- 8-13 photos of each machine and serial numbers for each
- 14-15 catalog showing detailed information and mentioning an item was non-working

Sincerely,



Shayne Fili

President, Auction Solutions Inc.

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Auction Solutions, Inc. | The First Choice for Auction Services

7811 Military Ave. | Omaha, NE 68134 | U.S.A.

402-571-0393 (office) | 866-718-0393 (fax)

Specializing in Business Asset Liquidation | Large Estates | Real Estate

Auction Sale - 1312 - FAMILY FUN CENTER COURT ORDERED LIQUIDATION

Auction Solutions, Inc.

7811 Military Ave.

Omaha, NE 68134

Phone: 402-571-0393 Fax: efax toll free 866-718-0393

1034396 476

PAID IN FULL

Invoice #:	65587
Date:	9/30/2019 1:54:34
Page:	1

#4174 - online bidder -

SOLD TO:

[Redacted Name]
 [Redacted Address]
 [Redacted City, NE]
 [Redacted State, NE]

SHIP TO:

[Redacted Name]
 [Redacted Address]
 [Redacted City, NE]

joe@kardiafulfillment.com
 E-Mailed on 8/30/2019 to joe@kardiafulfillment.com
 E-Mailed on 9/3/2019 to joe@kardiafulfillment.com
 E-Mailed on 9/3/2019 to joe@kardiafulfillment.com

Lot#	DESCRIPTION	QUANTITY UNIT PRICE	EXTENDED PRICE
	Skee Ball Lightning Arcade Game with Intercard Reader Serial No. 95121259 Model No. N1CN2ATO {{SOME GAMES MAY STILL HAVE COIN OP MECHANISMS INSTALLED}}	1 x 900.00	900.00 T
168	Skee Ball Lightning Arcade Game with Intercard Reader Serial No. 9510111900 Model No. N1CN2ATJ {{SOME GAMES MAY STILL HAVE COIN OP MECHANISMS INSTALLED}}	1 x 900.00	900.00 T
		Total Quantity:	2.00
		Total Extended Price:	1,800.00
		15% Buyer's Premium:	270.00
		Tax1 Default:	144.90
		Invoice Total:	\$2,214.90
		American Express - 8/30/2019 -	2,214.90
		Remaining Invoice Balance:	<u><u>\$0.00</u></u>

Opening your auctions to the world.

Winning Bidder is responsible for the careful removal of all items. Buyer is expected to use all resources available to prevent damage to the building, facility, and all other property at the sale site/ pick up location. Buyer is responsible for repair of damage caused by removal. A certificate of insurance is required for removal of items at this location.

NO GUARANTEES OR WARRANTYS, EXPRESSED OR IMPLIED. ALL SALES ARE FINAL.

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1034396476

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FIND IT

Auction Solutions, Inc » **COURT ORDERED LIQUIDATION OF FAMILY FUN CENTER**

COURT ORDERED LIQUIDATION OF FAMILY FUN CENTER

Friday, August 30, 2019 | 10:00 AM Central



Auction closed.

Internet Premium: 15%

Instant Financing | Low Payments
See Special Terms for additional fees

Location: Omaha, NE

Share: [Share 73](#)

Description

All Assets are being Liquidated to Satisfy Debts of the Corporation. At Auction is a full Video Game Arcade - Laser Tag Equipment - Commercial Kitchen and Furniture.

Auction Solutions, Inc

★★★★★ (7203)



(402) 571-0393

[Catalog](#)

[Terms of sale](#)

Internet Premium: 15%

Sales Tax : 7% - Sales tax applied to invoice total, including Internet Premium.

Participation Requirements: Valid Credit Card required for bidding approval

Payment Options: Visa, MasterCard, Discover, American Express, Check, and Cash

[Visa](#) [MasterCard](#) [Discover](#) [American Express](#)

Payment Instructions: Verify billing (credit card) and shipping information on ProxiBid are accurate to avoid additional costs and prevent shipping delays. Purchases of \$5000.00 or more can be paid via wire transfer.

Credit cards currently on file with ProxiBid will be charged within 24 hours upon completion of the auction. Merchandise must be paid for in full prior to being removed or picked up from the auction site.

Nebraska residents (and local out-of-state buyers picking up items) are subject to 7% NE sales tax. In order to be considered tax exempt, a Nebraska form 13 must be on file with Auction Solutions, Inc. Vehicle(s) titles are held until payment clears.

auctions.

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Unclaimed items will be considered abandoned 5 days following the auction close. A 20% re-stocking fee will be assessed, and the item(s) resold. NO REFUND WILL BE ISSUED.

Postage and handling charges will be billed separately once items have been packed and prepared for shipping.

Currency Type: USD

Shipping Instructions: Shipping arrangements are generally made within 3-5 business days following an auction completion.

If you are not a local buyer, a third party company will pick up items on your behalf, pack and prepare them for shipment.

Postage and handling fees are charged as a separate transaction.

If you live outside the Omaha Metropolitan area and plan to pick up your items, or if someone is picking up items on your behalf, please comply with the stated pick up time and requirements. Items picked up outside the scheduled time are subject to additional fees. Contact Auction Solutions, Inc. immediately if you have any questions.

Preview Date & Times: Preview Information at www.auctionsolutionsinc.com

Checkout Date & Times: Credit cards currently on file with Proxibid will be charged for your purchased items within 24 hours upon completion of the auction. All merchandise must be paid in full prior to removing from the auction site.

Location: 10765 M ST, Omaha, NE

Driving Directions: Winning bidders will receive an email from Auction Solutions, Inc. with pick up instructions along with their paid receipt. Online auctions conducted outside our facility will (generally) have pickup scheduled 2 days after the auction closes from 3-6 PM. Please refer to auction details for specific dates and times. Be sure to make arrangements to pick items up during this time frame. Bidders will be charged an administrative fee for scheduling an alternate pickup time.

Special Terms

Auction Solutions, Inc. may attempt to describe merchandise in advertising and on the internet, but makes no representations or guarantees, expressed or implied. In no event shall Auction Solutions, Inc. auctioneers or employees be held responsible for having made any warranty of merchantability, or fitness for a particular purpose.

It is the Bidder's responsibility to determine condition, age, genuineness, value or any other determinative factor. Buyer must rely on own visual inspection regarding the usability of items purchased; bidder shall be the sole judge of value.

More Auction Information at www.auctionsolutionsinc.com

All information contained herein is believed to be accurate to the best of our ability but is not guaranteed. All items are sold on an 'as is where is' basis, and ALL SALES ARE FINAL.

Shayne Fili, CAI and Mark Beacom, CAI, Professional Auctioneers

Office: 402-571-0393

Toll Free Fax: 866-718-0393

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#6

ID
#34396476

CUSTOMER My person took a picture of the good ones, not the ones I purchased. Mine are still on the truck (straight truck) and I'll get some pics. Mine had black wire grating around the unit (keeps balls from flying out) and the grate was all busted up.

ASF Thank you

I have spoken with my team. If you had someone assist you with removal of these items and it is my understanding that one of your units was tipped over, and caused damage. We are not responsible for any damage caused during this process.

ASF The person who repairs these machines had them all plugged in to see if they were operational prior to auction. He did not require repairs on the three black units or the four pink units.

Each one was photographed individually, as the side view differs to ensure thoroughness.

ASF I appreciate your call, however This is a bankruptcy auction and no refund is due for your units.

The tip over was on purpose m, just not as fast as I wanted it to. They are both pieces of shit, not what was displayed in the pictures, totally different color units. I'll handle it from here.

We had to lay them on their sides to get them out the door.

Wires are stripped. Only the lights may have turned on, the units couldn't have counted or returned the balls as the wires were stripped.

ASF I am sorry that happened. We had experts to rely on. No guarantees or warranties apply to this auction.

Pictures would have shown how neat up these units were, cages were broken and hanging on by a few bolts

Just truthful descriptions and accurate pictures

ASF I saw the catalog photos this am. Each one was photoed separately.

ASF Each was was able to be zoomed in on.

Only the pink ones were in the photos

ASF No that is not true. Please open Proxibid. The catalog is still up

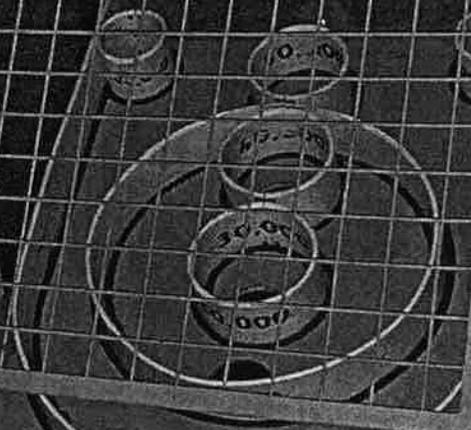
CUSTOMER Neither unit says inoperable. If you make them operable I'll go along with it,

ASF Sir we are not guaranteeing those units. I will not make them operable, especially since you and someone took them apart, and who knows what the cost will be. I am sorry, we cannot assume any responsibility for this or the actions taken to remove them.

SKEE BALL
100!

#7
#7

SKEE BALL
100!
0154396476

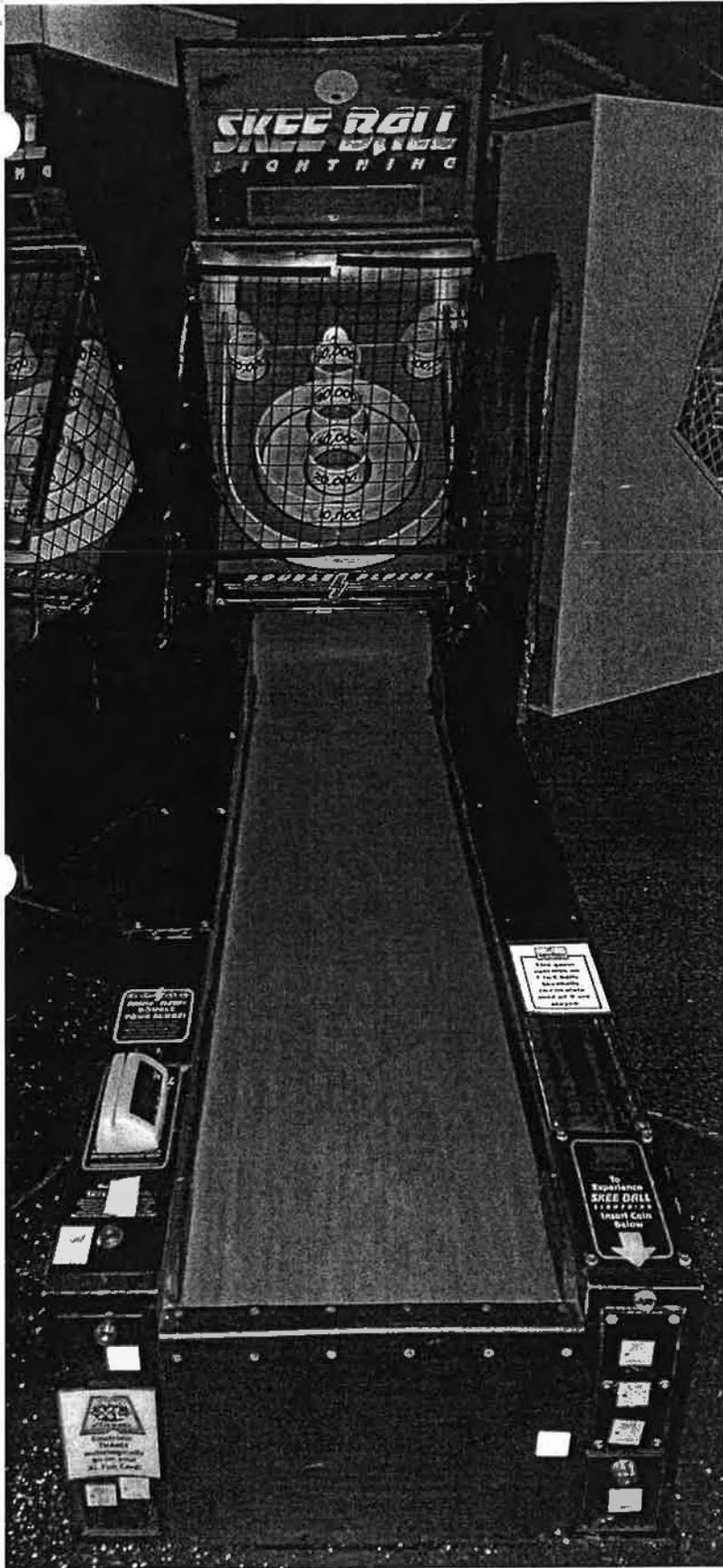


DOUBLE FLASH!

customer
info -
Not the units
purchased -

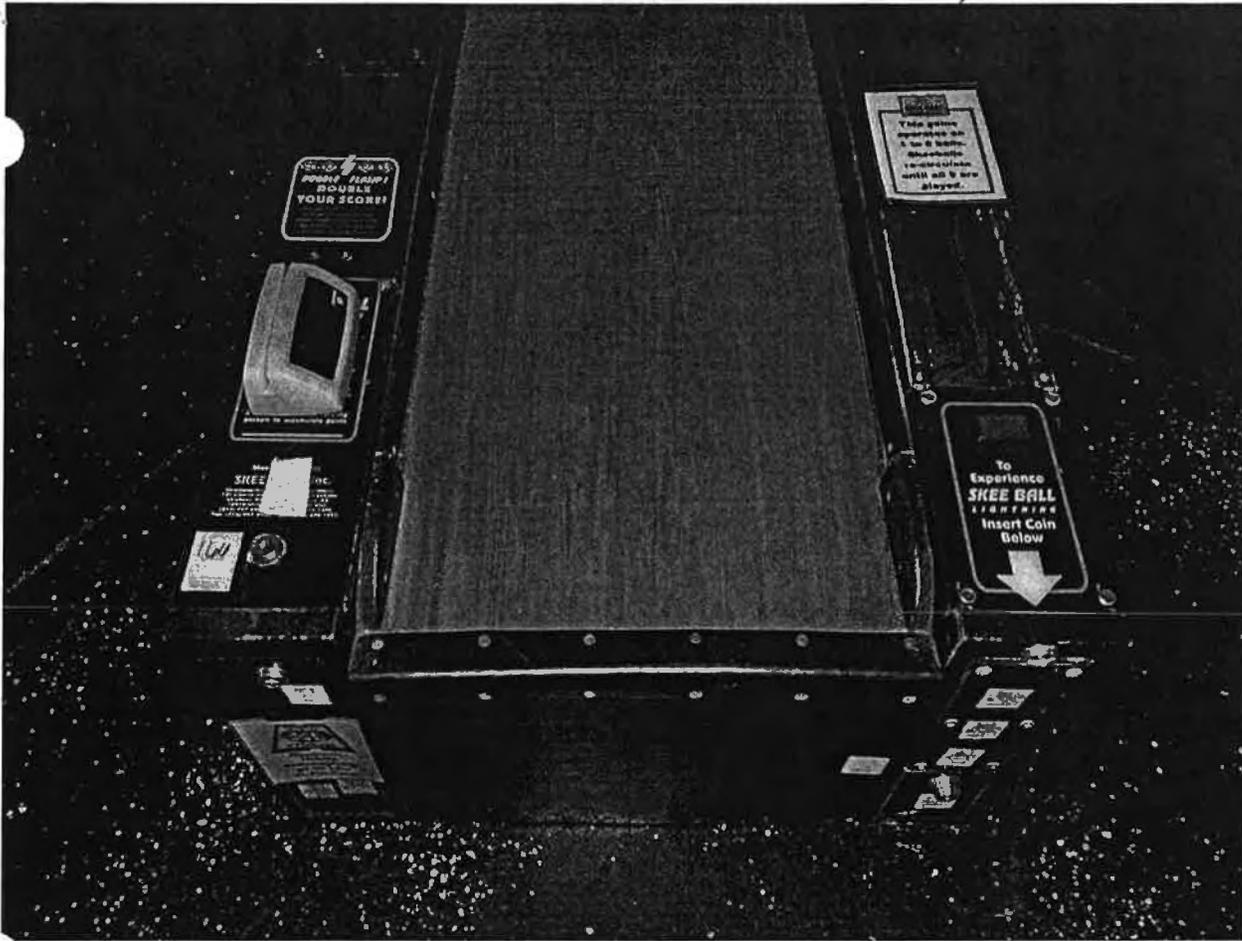
10
D434396476

8



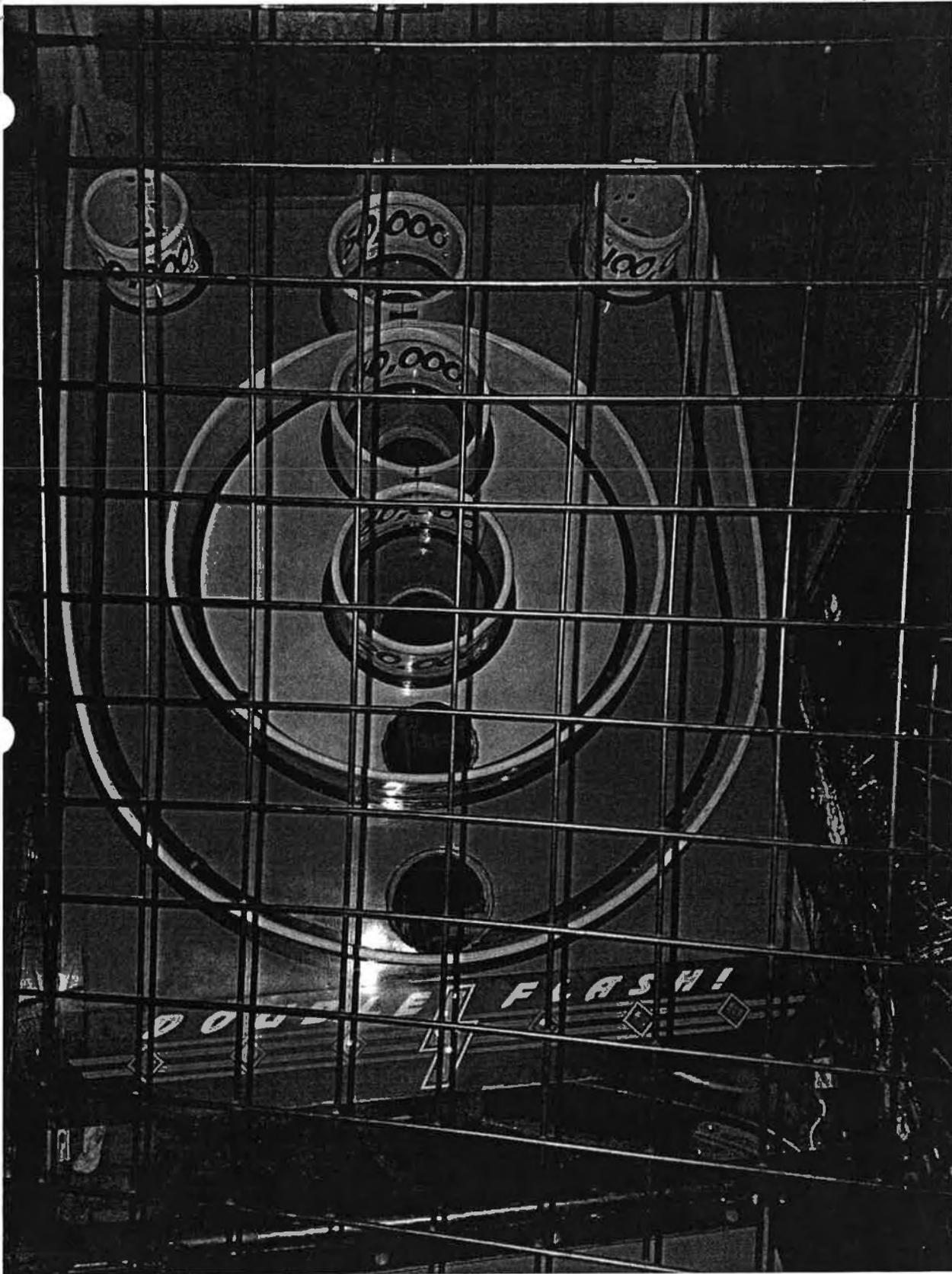
10 0134396476

9



10 34396474

(10)



1034396476

LOT
166

(11)

Serial
#

AMUSEMENT MACHINES

MFG. BY

SKEE BALL, INC.

VOLTS-110 60 HZ

AMPS-3.0 WATTS-350

M.N. NICN2970

S.N. 951212149

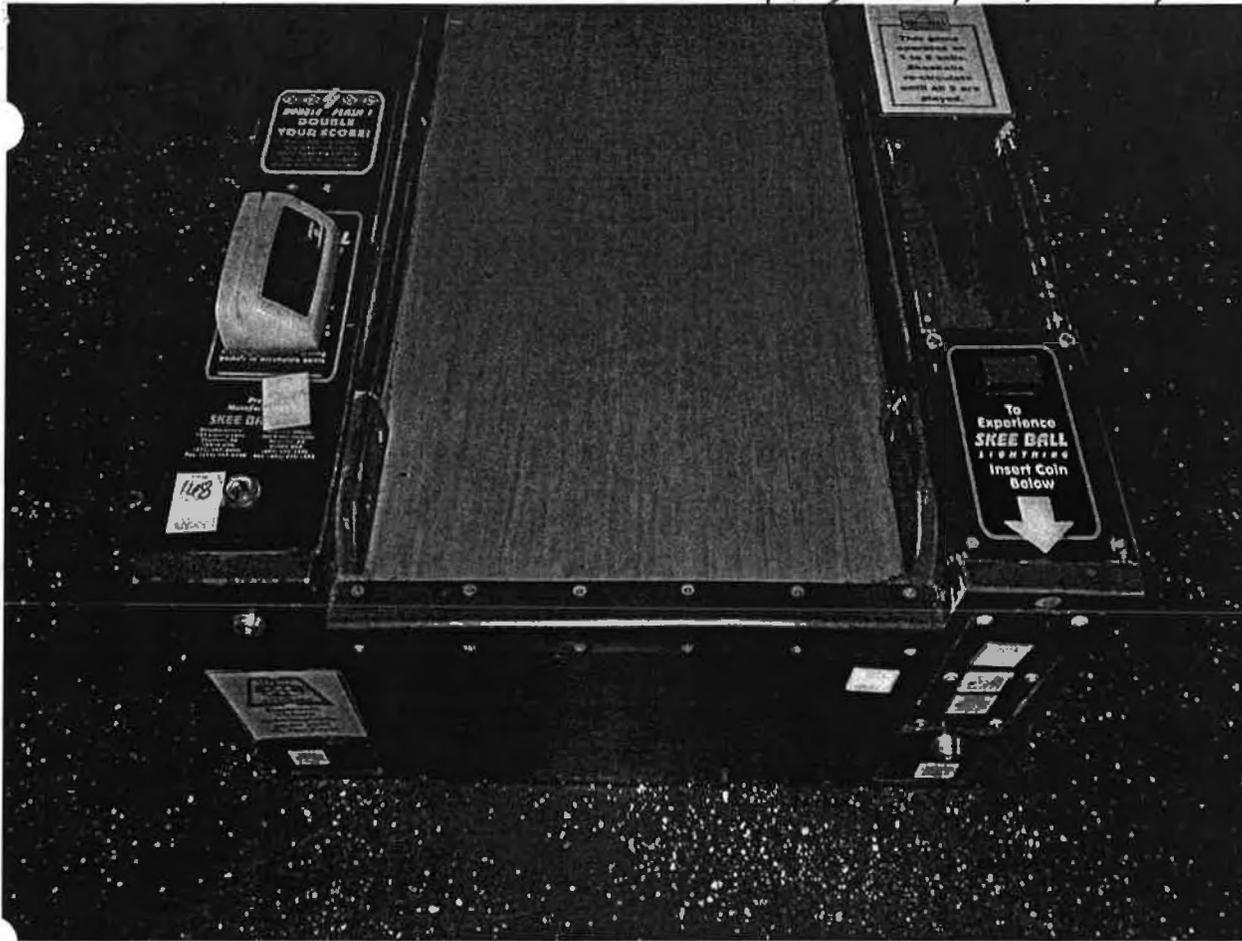
FOR INDOOR USE ONLY

MADE IN THE USA



100T34396476

LOT 168



(12)



10 0134396476

LOT
168

13
Serial
#

MENT
INES



1014

E.I.P.

MFG. BY

SKEE BALL, INC.

VOLTS-110

60 HZ

AMPS-3.0 WATTS-350

M.N. NICN2ATJ

S.N. 951011900

FOR INDOOR USE ONLY

MADE IN THE USA

5

COURT ORDERED LIQUIDATION OF FAMILY FUN CENTER

Friday, August 30, 2019 | 10:00 AM Central

1734396476

14



Auction closed.

Internet Premium: 15%
Instant Financing | Low Payments
See Special Terms for additional fees

Location: Omaha, NE

Share:

Description

All Assets are being Liquidated to Satisfy Debts of the Corporation. At Auction is a full Video Game Arcade - Laser Tag Equipment - Commercial Kitchen and Furniture.

Auction Solutions, Inc

★★★★★ (7203)



(402) 571-0393

Catalog	Terms of sale
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25

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All
Items

Closed
Items

Displaying 51 - 75 of 378

Laser Tag Gaming System: Includes 15 Laser Tag Vests w/ Guns, 16 Sensors, Sony Audio/Video Control

Sold for: USD 1,200.00
to onsite

Lot # 151 (Sale Order: 51 of 378)

Laser Tag Gaming System: Includes 15 Laser Tag Vests w/ Guns, 16 Sensors, Sony Audio/Video Control Center, Radio Shack 250 Watt Stereo Amplifier, Cooler Master Gaming PC w/ Laser Tag Software, (3) Discs w/ Laser Tag Software, (3) Extra Chest Plates, RFID Sensor, D Link, JVC Stereo Receiver Model No. RX-6018V, Kenwood Audio Video Stereo Receiver KR-V7060, Instruction Manual, Includes Three Sided, Two Shelf Security Cart on Casters

In The Groove 2 Player Dance Arcade Game Model GN895 No Serial No. with Intercard System

Sold for: USD 1,700.00
to s****e

Lot # 152 (Sale Order: 52 of 378)

In The Groove 2 Player Dance Arcade Game Model GN895 No Serial No. with Intercard System

Guitar Hero 2 Player Arcade Game with Intercard Reader Serial No. GH04237

Sold for: USD 1,500.00
to m****2

Lot # 153 (Sale Order: 53 of 378)

Guitar Hero 2 Player Arcade Game with Intercard Reader Serial No. GH04237

Konami Dance Dance Revolution 2 Player Arcade Game with Intercard Reader No Serial or Model No.

Sold for: USD 2,100.00
to s****e

Lot # 154 (Sale Order: 54 of 378)

1034396476

15

Intercard Reader No Serial or Model No. Available {{SOME GAMES MAY STILL HAVE COIN OP MECHANISMS INSTALLED}}

{{3X\$BID}} Benchmark Games Coin Push 3 Player Arcade Game with(3) Intercard Reader Serial No. 00-235

Sold for: USD 95.00
to s****e

\$95.00 x 3 = \$285.00 Total

Lot # 155 (Sale Order: 55 of 378)

Quantity: 3

{{3X\$BID}} Benchmark Games Coin Push 3 Player Arcade Game with(3) Intercard Reader Serial No. 00-235 No Model No. Available {{SOME GAMES MAY STILL HAVE COIN OP MECHANISMS INSTALLED}}

Cec Street Hoops Basketball Arcade Game Serial No. JTLQ20080605033 Model No. A307 with Intercard

Sold for: USD 1,100.00
to onsite

Lot # 156 (Sale Order: 56 of 378)

Cec Street Hoops Basketball Arcade Game Serial No. JTLQ20080605033 Model No. A307 with Intercard Reader {{SOME GAMES MAY STILL HAVE COIN OP MECHANISMS INSTALLED}}

Cec Street Hoops Basketball Arcade Game Serial No. JTLQ20080605033 Model No. A307 with Intercard

Sold for: USD 1,100.00
to onsite

Lot # 157 (Sale Order: 57 of 378)

Cec Street Hoops Basketball Arcade Game Serial No. JTLQ20080605033 Model No. A307 with Intercard Reader {{SOME GAMES MAY STILL HAVE COIN OP MECHANISMS INSTALLED}}

Dynamo Air Hockey Two Player Arcade Game with Intercard Reader 9869636 {{SOME GAMES MAY STILL HAVE

Sold for: USD 800.00
to onsite

Lot # 158 (Sale Order: 58 of 378)

Dynamo Air Hockey Two Player Arcade Game with Intercard Reader 9869636 {{SOME GAMES MAY STILL HAVE COIN OP MECHANISMS INSTALLED}}

Dynamo Air Hockey Two Player Arcade Game with Intercard Reader 980066 {{SOME GAMES MAY STILL HAVE

Sold for: USD 950.00
to onsite

Lot # 159 (Sale Order: 59 of 378)

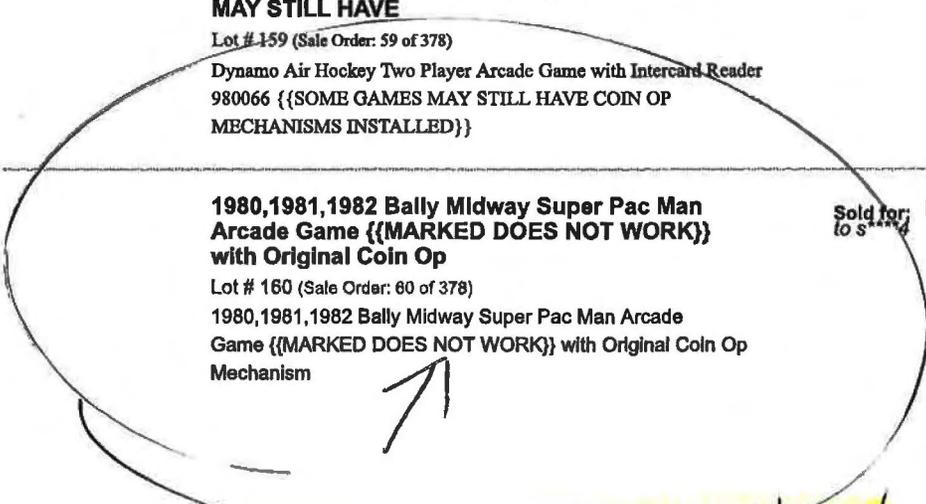
Dynamo Air Hockey Two Player Arcade Game with Intercard Reader 980066 {{SOME GAMES MAY STILL HAVE COIN OP MECHANISMS INSTALLED}}

1980,1981,1982 Bally Midway Super Pac Man Arcade Game {{MARKED DOES NOT WORK}} with Original Coin Op

Sold for: USD 400.00
to s****e

Lot # 160 (Sale Order: 60 of 378)

1980,1981,1982 Bally Midway Super Pac Man Arcade Game {{MARKED DOES NOT WORK}} with Original Coin Op Mechanism



DOES NOT WORK clearly stated when applicable.

10345413069

COURT ORDERED LIQUIDATION OF FAMILY FUN CENTER

Friday, August 30, 2019 | 10:00 AM Central

7



Auction closed.

Internet Premium: 15%

See Special Terms for additional fees

Location: Omaha, NE

Share:

Description

All Assets are being Liquidated to Satisfy Debts of the Corporation. At Auction is a full Video Game Arcade - Laser Tag Equipment - Commercial Kitchen and Furniture.

Auction Solutions, Inc

★★★★★ (7243)



(402) 571-0393

II. TERMS AND CONDITIONS

Contractors should complete Sections II through VI as part of their proposal. Contractor should read the Terms and Conditions and should initial either accept, reject, or reject and provide alternative language for each clause. The contractor should also provide an explanation of why the contractor rejected the clause or rejected the clause and provided alternate language. By signing the solicitation, contractor is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the proposal. The State reserves the right to negotiate rejected or proposed alternative language. If the State and contractor fail to agree on the final Terms and Conditions, the State reserves the right to reject the proposal. The State of Nebraska is soliciting proposals in response to this solicitation. The State of Nebraska reserves the right to reject proposals that attempt to substitute the contractor's commercial contracts and/or documents for this solicitation.

The contractors should submit with their proposal any license, user agreement, service level agreement, or similar documents that the contractor wants incorporated in the Contract. The State will not consider incorporation of any document not submitted with the contractor's proposal as the document will not have been included in the evaluation process. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the Addendum to Contract Award have been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

2. If only one Party has a particular clause then that clause shall control;
3. If both Parties have a similar clause, but the clauses do not conflict, the clauses shall be read together;
4. If both Parties have a similar clause, but the clauses conflict, the State's clause shall control.

A. GENERAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
A			

The contract resulting from this solicitation shall incorporate the following documents:

1. Request for Proposal and Addenda;
2. Amendments to the solicitation;
3. Questions and Answers;
4. Contractor's proposal (Solicitation and properly submitted documents);
5. The executed Contract and Addendum One to Contract, if applicable; and,
6. Amendments/Addendums to the Contract.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) executed Contract and any attached Addenda, 3) Amendments to solicitation and any Questions and Answers, 4) the original solicitation document and any Addenda, and 5) the Contractor's submitted Proposal.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.



B. NOTIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
<i>[Handwritten Initial]</i>			

Contractor and State shall identify the contract manager who shall serve as the point of contact for the executed contract.

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or five (5) calendar days following deposit in the mail.

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

C. NOTICE (POC)

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
<i>[Handwritten Initial]</i>			

The State reserves the right to appoint a Buyer's Representative to manage [or assist the Buyer in managing] the contract on behalf of the State. The Buyer's Representative will be appointed in writing, and the appointment document will specify the extent of the Buyer's Representative authority and responsibilities. If a Buyer's Representative is appointed, the Contractor will be provided a copy of the appointment document, and is expected to cooperate accordingly with the Buyer's Representative. The Buyer's Representative has no authority to bind the State to a contract, amendment, addendum, or other change or addition to the contract.

A. GOVERNING LAW (Statutory)

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.



B. BEGINNING OF WORK

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
B			

The contractor shall not commence any billable work until a valid contract has been fully executed by the State and the successful Contractor. The Contractor will be notified in writing when work may begin.

C. AMENDMENT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
B			

This Contract may be amended in writing, within scope, upon the agreement of both parties.

D. CHANGE ORDERS OR SUBSTITUTIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
B			

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the solicitation. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

The Contractor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.

No change shall be implemented by the Contractor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

*****Contractor will not substitute any item that has been awarded without prior written approval of SPB*****



E. **VENDOR PERFORMANCE REPORT(S)**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
<i>AB</i>			

The State may document any instance(s) of products or services delivered or performed which exceed or fail to meet the terms of the purchase order, contract, and/or solicitation specifications. The State Purchasing Bureau may contact the Vendor regarding any such report. Vendor performance report(s) will become a part of the permanent record of the Vendor.

F. **BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
<i>AB</i>			

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby. OR In case of breach by the Contractor, the State may, without unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchased goods in substitution of those due from the contractor. The State may recover from the Contractor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in UCC Section 2-715, but less expenses saved in consequence of Contractor's breach.

The State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies and protections.

G. **NON-WAIVER OF BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
<i>AB</i>			

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

H. SEVERABILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
B			

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.

I. INDEMNIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
A			

1. GENERAL

The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all third party 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 ("the claims"), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. INTELLECTUAL PROPERTY (Optional)

The Contractor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, subcontractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall, at the Contractor's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this solicitation.

3. PERSONNEL

The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel, including subcontractor's and their employees, provided by the Contractor.



4. SELF-INSURANCE

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

5. The Parties acknowledge that Attorney General for the State of Nebraska is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

J. ATTORNEY'S FEES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
			

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if ordered by the court, including attorney's fees and costs, if the other Party prevails.

K. ASSIGNMENT, SALE, OR MERGER

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
			

Either Party may assign the contract upon mutual written agreement of the other Party. Such agreement shall not be unreasonably withheld.

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.



L. **CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS OF THE STATE OR ANOTHER STATE**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
			

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. §81-145, to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

The Contractor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this contract. The terms and conditions, including price, of this contract shall apply to any such contract, but may be amended upon mutual consent of the Parties. The State of Nebraska shall not be contractually or otherwise obligated or liable under any contract entered into pursuant to this clause. The State shall be notified if a contract is executed based upon this contract.

M. **FORCE MAJEURE**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
			

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected Party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other Party, and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.

N. **CONFIDENTIALITY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
			

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (j)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.



O. **EARLY TERMINATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
			

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
 - a. if directed to do so by statute;
 - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
 - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
 - e. an involuntary proceeding has been commenced by any Party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
 - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
 - g. Contractor intentionally discloses confidential information;
 - h. Contractor has or announces it will discontinue support of the deliverable; and,
 - i. In the event funding is no longer available.

P. **CONTRACT CLOSEOUT**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
			

Upon contract closeout for any reason the Contractor shall within 30 days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the State;
2. Transfer ownership and title to all completed or partially completed deliverables to the State;
3. Return to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;



4. Cooperate with any successor Contactor, person or entity in the assumption of any or all of the obligations of this contract;
5. Cooperate with any successor Contactor, person or entity with the transfer of information or data related to this contract;
6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.

Nothing in this Section should be construed to require the Contractor to surrender intellectual property, real or personal property, or information or data owned by the Contractor for which the State has no legal claim.

Q. CONFIDENTIALITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
B			

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

R. EARLY TERMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
B			

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
 - a. if directed to do so by statute;
 - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
 - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;



- e. an involuntary proceeding has been commenced by any Party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
- f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
- g. Contractor intentionally discloses confidential information;
- h. Contractor has or announces it will discontinue support of the deliverable; and,
- i. In the event funding is no longer available.

S. **CONTRACT CLOSEOUT**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
			

Upon contract closeout for any reason the Contractor shall within 30 days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the State;
2. Transfer ownership and title to all completed or partially completed deliverables to the State;
3. Return to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;
4. Cooperate with any successor Contractor, person or entity in the assumption of any or all of the obligations of this contract;
5. Cooperate with any successor Contractor, person or entity with the transfer of information or data related to this contract;
6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner. Nothing in this Section should be construed to require the Contractor to surrender intellectual property, real or personal property, or information or data owned by the Contractor for which the State has no legal claim.

III. **CONTRACTOR DUTIES**

A. **INDEPENDENT CONTRACTOR / OBLIGATIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
			

It is agreed that the Contractor is an independent contractor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Contractor is solely responsible for fulfilling the contract. The Contractor or the Contractor's representative shall be the sole point of contact regarding all contractual matters.

The Contractor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Contractor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.



By-name personnel commitments made in the Contractor's proposal shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

All personnel assigned by the Contractor to the contract shall be employees of the Contractor or a subcontractor, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

With respect to its employees, the Contractor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding;
2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. Damages incurred by Contractor's employees within the scope of their duties under the contract;
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law;
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees; and,
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees)

If the Contractor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the contractor's proposal. The Contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State.

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or subcontractor employee.

Contractor shall insure that the terms and conditions contained in any contract with a subcontractor does not conflict with the terms and conditions of this contract.

The Contractor shall include a similar provision, for the protection of the State, in the contract with any subcontractor engaged to perform work on this contract.

B. EMPLOYEE WORK ELIGIBILITY STATUS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
			

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, 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 an employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>
2. The completed United States Attestation Form should be submitted with the solicitation response.



3. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
4. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory)

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all Subcontracts for goods and services to be covered by any contract resulting from this solicitation.

D. COOPERATION WITH OTHER CONTRACTORS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
B			

Contractor may be required to work with or in close 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.

E. PERMITS, REGULATIONS, LAWS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
B			

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.



F. **OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
			

The State shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Contractor on behalf of the State pursuant to this contract.

The State shall own and hold exclusive title to any deliverable developed as a result of this contract. Contractor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept, or deliverable.

G. **INSURANCE REQUIREMENTS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
			<p>Auction Solutions, Inc. will provide necessary insurance as required by the state of Nebraska. The coverages listed below for a 5M Umbrella, Cyber Security, Pollution, explosion and collapse coverages seem to be directed at contractors performing construction projects and IT services.</p> <p>Our computer systems are stand alone and do not have to interact with the State of Nebraska's I T systems.</p> <p>Additionally, we are not performing construction services.</p> <p>We plan to bid this job with the assumption we can negotiate insurance coverage.</p>

The Contractor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Acord Form (COI) verifying the coverage. The Contractor shall not commence work on the contract until the insurance is in place. If Contractor subcontracts any portion of the Contract the Contractor must, throughout the term of the contract, either:

1. Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor;
2. Require each subcontractor to have equivalent insurance and provide written notice to the State that the Contractor has verified that each subcontractor has the required coverage; or,
3. Provide the State with copies of each subcontractor's Certificate of Insurance evidencing the required coverage.

The Contractor shall not allow any subcontractor to commence work until the subcontractor has equivalent insurance. The failure of the State to require a COI, or the failure of the Contractor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Contractor hereunder.

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within six (6) months of termination or expiration of the contract, the contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and six (6) months following termination or expiration of the contract.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.



Notwithstanding any other clause in this Contract, the State may recover up to the liability limits of the insurance policies required herein.

1. WORKERS' COMPENSATION INSURANCE

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. **The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter.** The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

The Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an **occurrence basis**, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and Contractual Liability coverage. **The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. The COI shall contain the mandatory COI liability waiver language found hereinafter.** The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$10,000 any one person
Damage to Rented Premises (Fire)	\$300,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Contractors	Included
Abuse & Molestation	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	



WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$5,000,000 per occurrence
PROFESSIONAL LIABILITY	
All Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim / Aggregate
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3rd Party Fidelity	\$1,000,000
CYBER LIABILITY	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$5,000,000
CONTRACTOR'S POLLUTION LIABILITY	
Each Occurrence/Aggregate Limit	\$2,000,000
Includes Non-Owned Disposal Sites	
MANDATORY COI SUBROGATION WAIVER LANGUAGE	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
MANDATORY COI LIABILITY WAIVER LANGUAGE	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

3. EVIDENCE OF COVERAGE

The Contractor shall furnish the Contract Manager, with a certificate of insurance coverage complying with the above requirements prior to beginning work at:

Agency: Nebraska State Purchasing Bureau
 Attn: Buyer for 6154 Z1
 1526 K Street, Suite 130
 Lincoln, NE 68508

These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

Reasonable notice of cancellation of any required insurance policy must be submitted to the contract manager as listed above when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

4. DEVIATIONS

The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers' Compensation, and the type of automobile coverage carried by the Contractor.



H. NOTICE OF POTENTIAL CONTRACTOR BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
			

If Contractor breaches the contract or anticipates breaching the contract the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, and may include a request for a waiver of the breach if so desired. The State may, at its discretion, temporarily or permanently waive the breach. By granting a temporary waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

I. ANTITRUST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
			

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

J. CONFLICT OF INTEREST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
			

By submitting a proposal, bidder certifies that no relationship exists between the bidder and any person or entity which either is, or gives the appearance of, a conflict of interest related to this Request for Proposal or project.

Bidder further certifies that bidder will not employ any individual known by bidder to have a conflict of interest nor shall bidder take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its contractual obligations hereunder or which creates an actual or appearance of conflict of interest.

If there is an actual or perceived conflict of interest, bidder shall provide with its proposal a full disclosure of the facts describing such actual or perceived conflict of interest and a proposed mitigation plan for consideration. The State will then consider such disclosure and proposed mitigation plan and either approve or reject as part of the overall bid evaluation.



K. STATE PROPERTY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
			

The Contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

L. SITE RULES AND REGULATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
			

The Contractor shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to in writing between the State and the Contractor.

M. ADVERTISING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
			

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its goods or services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

N. DISASTER RECOVERY/BACK UP PLAN

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
			

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided upon request to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue delivery of goods and services as specified under the specifications in the contract in the event of a disaster.



O. **DRUG POLICY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
<i>CB</i>			

Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

P. **WARRANTY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
<i>CB</i>			

Despite any clause to the contrary, the Contractor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, the Contractor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to State, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse the State the fees paid to Contractor for the unsatisfactory services. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

IV. **PAYMENT**

A. **PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)**

Neb. Rev. Stat. §§81-2403 states, "[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency."

B. **TAXES (Statutory)**

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. The Contractor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor

C. **INSPECTION AND APPROVAL**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
<i>CB</i>			

Final inspection and approval of all work required under the contract shall be performed by the designated State officials.

D. **PAYMENT (Statutory)**

Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2403). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any goods and



services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

E. LATE PAYMENT (Statutory)

The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408).

F. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Statutory)

The State's obligation to pay amounts due on the Contract for a fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

G. RIGHT TO AUDIT (First Paragraph is Statutory)

The State shall have the right to audit the Contractor's performance of this contract upon a thirty (30) days' written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. (Neb. Rev. Stat. §84-304 et seq.) The State may audit and the Contractor shall maintain, the Information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the Contractor be required to create or maintain documents not kept in the ordinary course of contractor's business operations, nor will contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to contractor.

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
B			

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent (.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.



Form A
Contractor Proposal Point of Contact
Request for Proposal Number 6154 Z1

Form A should be completed and submitted with each response to this solicitation. This is intended to provide the State with information on the contractor's name and address, and the specific person(s) who are responsible for preparation of the contractor's response.

Preparation of Response Contact Information	
Contractor Name:	Auction Solutions, Inc.
Contractor Address:	7811 Military Ave. Omaha, NE 68134
Contact Person & Title:	Mark Beacom, Vice President
E-mail Address:	mark@auctionsolutionsinc.com
Telephone Number (Office):	402-571-0393
Telephone Number (Cellular):	402-250-3136
Fax Number:	866-718-0393

Each contractor should also designate a specific contact person who will be responsible for responding to the State if any clarifications of the contractor's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Communication with the State Contact Information	
Contractor Name:	Auction Solutions, Inc.
Contractor Address:	7811 Military Ave. Omaha, NE 68134
Contact Person & Title:	Shayne Fili, Owner
E-mail Address:	<u>shayne@auctionsolutionsinc.com</u>
Telephone Number (Office):	402-571-0393
Telephone Number (Cellular):	402-203-3508
Fax Number:	866-718-0393

Form B
Notification of Intent to Attend Pre-Proposal Conference
Request for Proposal Number 6154 Z1

Contractor Name:	Auction Solutions, Inc.
Contractor Address:	7811 Military Ave. Omaha, NE 68134
Contact Person:	Shayne Fili
E-mail Address:	shayne@auctionsolutionsinc.com
Telephone Number:	402-571-0393
Fax Number:	866-718-0393
Number of Attendees:	3

The "Notification of Intent to Attend Pre-Proposal Conference" form should be submitted to the State Purchasing Bureau via e-mail (as.materielpurchasing@nebraska.gov), hand delivered or US Mail by the date shown in the Schedule of Events.

Form C
Final Checklist
Request for Proposal Number 6154 Z1

Please enclose this checklist with your proposal.

Mandatory Requirements - defined in Section II - J		
<input checked="" type="checkbox"/>	1	Request For Proposal For Contractual Services form, signed in ink.
<input checked="" type="checkbox"/>	2	Cost Proposal.
<input checked="" type="checkbox"/>	3	Provided a photocopy of the Nebraska Vehicle Auction dealer's license.
<input checked="" type="checkbox"/>	4	Provided two (2) references for vehicle/equipment auctions conducted within the past two years with a minimum of \$1,000,000 in gross sales for both auctions. Reference information must include a primary point of contact for the auction conducted, a general summary of the number of pieces and types of equipment sold as well as gross sales figures.
<input checked="" type="checkbox"/>	5	Provided two (2) references for any other type of auction, not to be duplicated with the above (#4), for an auction conducted within the past two years with a minimum of \$25,000 in gross sales. Reference information must include a primary point of contact for the auction conducted, a general summary of number of pieces and types of equipment sold as well as gross sales figures.
<input checked="" type="checkbox"/>	6	Provided largest gross sales dollar figure (for one auction) referencing # 4 above.
<input checked="" type="checkbox"/>	7	Largest gross sales dollar figure (for one auction) referencing #5 above.
<input checked="" type="checkbox"/>	8	Cost Proposal.

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

CONTRACTOR MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the procedures stated in this Solicitation, and agrees to the terms and conditions unless otherwise indicated in writing and certifies that contractor maintains a drug free work place.

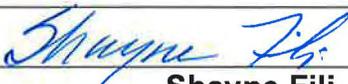
Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

NEBRASKA CONTRACTOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this Solicitation.

I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. § 73-107 and wish to have preference, if applicable, considered in the award of this contract.

I hereby certify that I am a blind person licensed by the Commission for the Blind & Visually Impaired in accordance with Neb. Rev. Stat. §71-8611 and wish to have preference considered in the award of this contract.

FORM MUST BE SIGNED USING AN INDELIBLE METHOD (NOT ELECTRONICALLY)

FIRM:	Auction Solutions, Inc.
COMPLETE ADDRESS:	7811 Military Ave. Omaha, NE 68134
TELEPHONE NUMBER:	402-571-0393
FAX NUMBER:	866-718-0393
DATE:	11-5-2019
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	Shayne Fili, Owner

20 X 20

FEE \$ 400

NO. AU-00070

2019

STATE OF NEBRASKA MOTOR VEHICLE INDUSTRY LICENSING BOARD

AUCTION DEALER

LICENSE

JOSHUA L. EICKMEIER, EXECUTIVE DIRECTOR
OF THE NEBRASKA MOTOR VEHICLE INDUSTRY LICENSING BOARD
DO HEREBY CERTIFY THAT

**AUCTION SOLUTIONS, INC. WITH PRINCIPAL PLACE
OF BUSINESS LOCATED AT 7811 MILITARY AVENUE,
OMAHA, NEBRASKA 68134.**



IS DULY LICENSED TO ENGAGE IN THE ACTIVITIES AS INDICATED
ABOVE, IN ACCORDANCE WITH CHAPTER 60, ARTICLE 14 R.R.S 1943,
AS AMENDED, SUBJECT TO THE LIMITATIONS IMPOSED BY LAW DURING
THE CALENDAR YEAR OF 2019.



A handwritten signature in cursive script that reads "Joshua L. Eickmeier".

EXECUTIVE DIRECTOR

THIS LICENSE MUST BE PROMINENTLY DISPLAYED

02037

Shayne Fili ● 9808 Military Road, Omaha, NE 68134 ● 402-203-3508 Mobile

Entrepreneur with Expertise in Building Business, Sales and Marketing, Communication, Leadership, and Community Outreach

November 1999—Current: Owner and President Auction Solutions Inc.

Auction Solutions Inc. is an asset liquidation and marketing company located in Omaha, NE. Market and discuss liquidation of assets from industrial businesses facing in all facets of downsizing or bankruptcy. Communicate with owner/sellers, banks, attorneys, Small Business Administration and the general public.

Auction Solutions is a Woman Owned Business, entering its 21st year of incorporation. From a humble beginning in 1999, Auction Solutions rates itself in the top 20 percent of Auction Companies nationwide, with Annual sales in the range of \$1.6 – \$4M annually, according to the National Auctioneers Association.

The company is a member in good standing of the National Auctioneers Association and the Nebraska Auctioneers Association, of which Shayne is the Past President.

Shayne is also involved with and a Board Member of the **Metro Omaha Businesswomen's Network**, a group which strives to connect young female entrepreneurs with resources and mentoring to make their idea a success. Working with SCORE, this group works to connect its members with other successful business owners to learn about business and in increase self-confidence. Metro Omaha Businesswomen's Network also offers free classes to expedite the learning curve.

Most recently Shayne was appointed to the **Board of Directors for the Metro Area Youth Foundation**, which supports families of children receiving Cancer treatments. The Foundation provides financial support for items such as gas and electric bills and housing expenses to assist families through their stressful times.

Since 2015, Shayne has served as **Chairperson for the Champions Challenge High School Rodeo**. This High School Rodeo is affiliated with the Omaha River City Rodeo, newly named since the Knights of AK-SAR-BEN moved its Stock Show to Grand Island in 2017. This High School Rodeo invites State Champion Rodeo Teams from six surrounding states and Nebraska. The Rodeo is a one-go-round, winner-take-all event in which 11 rodeo events are offered, and twelve \$1,500 scholarships are awarded to the top competitors annually. More than \$50,000 has been awarded since 2015.

Shayne is a current member of the Omaha Chamber of commerce, Council Bluffs Chamber of Commerce, Bankruptcy Institute of America, is a licensed Nebraska Real Estate Broker, and is a member of the Omaha Property Owner Association.

Currently:

- 2019: "Behind the Gavel" Cable Television Show featuring area experts discussing helpful tips to keep your assets and enjoy senior living, knowing your plan is in place
- 2014-2017: Instructor, Randall School of Real Estate, "Selling Real Estate at Auction"

MARK BEACOM, CAI, GPPA, AMM

7811 Military Ave.

Omaha, NE 68134

o: 402-571-0393 c: 402-250-3136

mark@auctionsolutionsinc.com

QUALIFICATION SUMMARY

Conducts 100 plus auctions of all types annually, has sold large commercial real estate and large business liquidations as well as estates and conducts appraisals. Has knowledge of automotive, industrial/commercial equipment and firearms. Extensive manufacturing industry experience includes Skilled Trades Training Manager, Equipment and Facilities Maintenance Manager, Production Supervisor and Safety Coordinator managing people, facilities and programs. Developed enterprise level processes and projects in the training, industrial maintenance and MRO purchasing fields including CMMS management software and college level technical training programs.

PROFESSIONAL EXPERIENCE

Auction Solutions, Inc. Omaha, NE

Vice President (2001-present)

Manages daily operations and oversees auction events for a well established, professional auction company. Directs staff in the set up, cataloging and photography of online and live simulcast auctions, as well as providing leadership to a crew of professional auctioneers and ring persons for auction events. Conducts real estate and personal property auctions, and appraises items for clients. Maintains building infrastructure for a catering company/cafe and banquet hall/event center, as well as a fleet of vehicles, and auction specific IT equipment. Fosters positive, professional relationships to generate company brand awareness throughout the business community. Develops advertising materials and marketing programs for auction events and company self-promotion. Establishes company processes and procedures, and creates new employee training materials.

Conduct large scale business liquidations including Rosenblatt Stadium, Ironwood Golf Course Country Club, Uta-Halee Academy for Girls, as well as many famous area landmarks including Mister Cs Restaurant, Firehouse Number 4, the Amarillo BBQ, Blessed Sacrament School and many others. Sold at commercial real estate auction Mid America Motorplex in Pacific Junction Iowa.

Researched and implemented auction management systems. Pioneered online simulcast auctions in our market. Conducts over 100 auctions per year. Member of the Auctioneer Advisory Board for Proxibid.

Lozier Corporation, Omaha, NE (1981-2010)

Skilled Trades Training Manager (1999 - 2009)

Developed and oversaw ongoing administration of a Skilled Trades Training program for Electro-Mechanical Technicians, and Tool and Die makers. Additional responsibilities included administration and development of processes and procedures for continuous improvements of equipment and facilities maintenance. Developed skilled trade programs over a period of 4 years. Programs were accepted by Metropolitan Community College for transfer credit. An employee completing the program could apply for transfer credit and receive 56 quarter credit hours toward a 96 credit hour associates degree in Electromechanical Technology or machine Tool Technology. Implemented an Enterprise Wide Computerized Maintenance Management System (CMMS) that dramatically improved equipment maintenance records, preventive maintenance programs, spare parts inventory control and organizational structure.

West Plant Maintenance Manager (1986 - 1999)

Oversaw maintenance and repair of industrial equipment and the facility in a 240,000 square foot sheet metal manufacturing plant. Supervised up to 45 people in 2 trades plus their support departments in receiving and purchasing. Implemented preventive maintenance systems as well as Maintenance and Repair Operations (MRO) inventory management, training and cost savings projects while supervising up to 45 employees.

Production Supervisor (1985 - 1986)

Oversaw departmental production schedules in the fabrication department. Supervised up to 30 people on a shift. Department produced sheet metal product for the store fixture industry. Sheet metal cutting forming and welding operations were done in a high speed job shop style environment. Developed fixtures, improved product flow and organizational systems in the department.

Industrial Maintenance Mechanic (1981 - 1985)

Hired as an industrial maintenance mechanic; promoted to a shift lead after 18 months. Responsible for maintenance and repairs on industrial equipment and the facility for a large sheet metal manufacturing plant.

Unarco Transportation, Omaha , NE (1980 - 1981)

Industrial Maintenance Mechanic

Provided equipment maintenance in a railroad service business.

A-1 Direct Mail, Omaha, NE

Machinist (1979 - 1980)

Built prototype mail cutting, sorting and folding machinery for an Omaha based direct mail company.

Cleveland Steel Container Corporation, Omaha, NE
Industrial Maintenance Mechanic (1977 - 1979)

Hired to repair and maintain sheet metal manufacturing equipment for a manufacturer of steel 5 gallon buckets.

Atchley Ford, Inc. Omaha, NE
Automotive Technician (1976 - 1977)

Repaired cars and trucks for a local Ford dealership.

TECHNICAL & SPECIALIZED SKILLS

Technical trouble shooting of industrial equipment Industrial and commercial electrical equipment CMMS software systems 40 hour training for HAZMAT First Aid and CPR Basic computer networking High level of competence with software applications including Windows XP, Vista, MS office products and many other software packages.

EDUCATION

Attended University of Nebraska at Omaha, Omaha NE for 2 years. Approximately 30 credit hours in business courses at Metropolitan Community College, Omaha, NE Training in Total Productive Maintenance, HAZMAT, CPR and First Aid Certification from the World Wide College of Auctioneering. Earned the CAI (Certified Auctioneers Institute) Certification in 2011 from the National Auctioneers Association. Earned the GPPA Certification for Appraisals in 2012 and completed USPAP education, training and testing to maintain current credentials.

PROFESSIONAL DEVELOPMENT

Licensed Nebraska Real Estate Sales Person
Licensed Federal Firearms Dealer

AFFILIATIONS / ASSOCIATIONS / MEMBERSHIPS

Board Member - Skills USA Nebraska
Member of the Executive Board - Miles of Smiles
Secretary/Treasurer of Nebraska Auctioneer's Association
Member National Auctioneer's Association
Licensed National Level Scrutineer for the Sports Car Club of America.
Licensed Competition Driver for Sports Car Club of America

Judy Christiansen

Omaha, NE

Judy has worked in the accounting field for over 30 years.

She began working for Colorado State Tire in Denver as an Assistant Credit Manager. This involved checking credit, approving or denying credit applications and collections. After three years, she was promoted to Credit Manager. After the company went through some ownership changes, Judy was promoted to Office Manager. Her employment with this company lasted about 14 years. The building owned by the tire company was sold to make way for Coors Field and the company closed.

At this time, Judy and her family moved back to their home state of Nebraska. She was hired by Elan Fine Home Furnishings as Office Manager. At this position, she was in charge of all Accounting and Human Resource functions. There were many other duties added to the plate, such as shopping for insurance, 401 K provider, computer IT services and other vendors. Her position there lasted 12 years until Elan closed.

Judy then went to work for Auction Solutions, Inc as Finance Manager. In this position, she is responsible for all accounting functions such as Accounts Payable, Accounts Receivable, Payroll, Bank Reconciliations and Audits. She also acts as a right hand person to the owner of the company and assists in any day to day functions that are required in a small office. She is still employed at Auction Solutions, Inc for over 8 years.



Auction Details

OPPD SURPLUS EQUIPMENT ONLINE AUCTION #5

1101 N 180th St, Pickup at OPPD Elkhorn Facility, Elkhorn NE 68022





Bid Now

Auction Schedule

Auction Dates

Start Date: Thu, Oct 24, 2019 9:00AM

End Date: Mon, Nov 4, 2019 12:00PM

Auction Pick Up Dates

Nov 08, 2019 from 9:00AM - 3:00PM

**ONE OF MANY AUCTIONS TO LIQUIDATE OPPD SURPLUS ASSETS.
THE AUCTION LOCATION IS THE ELKHORN SERVICE CENTER IN
ELKHORN NE.**

Featured Items:

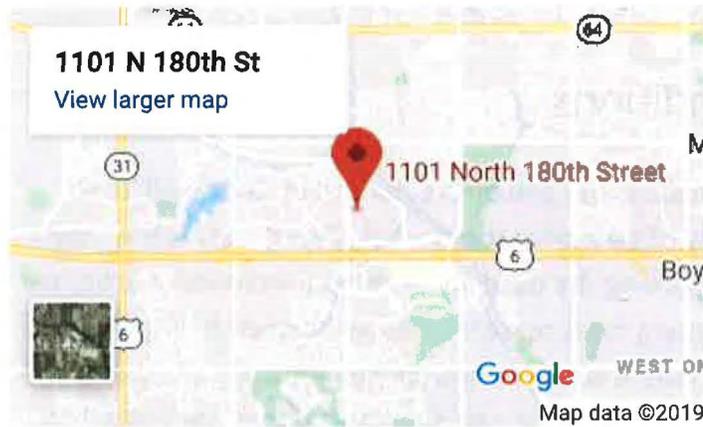
- 2008 Jeep Patriot
- 2007 Ford F350 Crew Cab with Utility Box
- IMT EZH22H Easy Hauler and Trailer
- (2) A-50A Auto Cranes
- (2) John Bean Wheel Balancers

- **Electrician's Tools**
- **Much More**

As always, all items Sell As Is - Where is With No warranty Expressed or Implied. Please read the auction terms for payment information and pick up information .

Auction Location

1101 N 180th St
Pickup at OPPD Elkhorn Facility
Elkhorn, NE 68022





[View Catalog](#)

Documents

OPPD Elkhorn Pick Up Directions

[Download](#)

Terms & Conditions

Payment must be made with Cash or Credit Card or Check. All items must be paid for day of sale, prior to removal. Buyer must rely on own visual inspection regarding the usability of items purchased. Auctioneer and staff make no guarantees or warranties, expressed or implied. All items sold on "as is where is" basis. Announcements day of sale take precedence over printed material. Once the auctioneer says sold that item becomes yours. A 15% offsite buyer's premium applies at this sale.

Property is open to thorough public inspection. It is the Bidder's responsibility to determine condition, age, genuineness, value or any other determinative factor. Auction Solutions, inc. may attempt to describe the merchandise in advertising, on the internet and at the auction but makes no representations. In no event shall Auction Solutions, inc. be held responsible for having made or implied any warranty of merchantability or fitness for a particular purpose. Bidder shall be the sole judge of value.

Bidders who bid from off site and are not present at the live auction or preview understand and acknowledge that they may not be able to inspect an item as well as if they examined it in person. It is the Bidder's responsibility to determine condition, age, genuineness, value or any other determinative factor. Auction Solutions, inc. shall endeavor to describe in detail each item and any pertinent information about it.

All merchandise must be paid in full prior to leaving the auction site. Vehicles will be held until the check clears unless previous arrangements have been made with the auction company. Your credit card will be billed for the items you purchased immediately upon completion of the auction. Your credit card will be billed separately for the shipping charges once the items have been packed and shipped. Credit cards are not kept on file with Auction Solutions. Declined Cards will be subject to a \$35.00 transaction fee.

All sales are final. All information contained herein is believed to be accurate to the best of our ability but is not guaranteed. Auctioneer may rescind any sale within 30 days if it determines that the lot was sold by mistake, or that removal of the lot would be impossible, impractical, or disruptive to the rights of Seller or any third-party. Shayne Fili and Mark Beacom Professional Auctioneers Office: 402-571-0393. All property is sold "AS IS", and ALL SALES ARE FINAL

Removal Info

**Special Requirements for OPPD Elkhorn Pickup
Safety is our Number One Priority
Please review the Special Instructions and Safety
Requirements noted in this document**

PROHIBITED ITEMS

**Explosives, substances to start fires, firearms, ammunition
Alcoholic beverages, fireworks, controlled substances, and
personnel defense dispensers/sprays (i.e., mace, pepper spray, etc.)**

STRICTLY CONTROLLED

**Explosive charges related to welding are strictly controlled. Contact
Security for details.**

Parking Lot Safety

Parking lot safety rules are strictly enforced.

While Driving:

Access road speed limit - 25 mph

Parking lot speed limit - 10 mph

Follow all traffic signs (i.e. stop signs, speed limit signs, and yield signs)

Park your vehicle so that the bumper does not hang over any sidewalks

DO NOT drive across parking lot lanes/lines; follow all lane markings

DO NOT back into open parking stalls as it represents a collision

potential for parked and other oncoming vehicles

Safe Walking:

Use sidewalks and designated walkways

Walk defensively

DO NOT cut across grass areas or other parking lots to get to your work location

Use handrails up and down staircases

Dress Code:

No, athletic shoes, flip-flops, hiking boots, slippers, (open-toed shoes in Protected Area or non-office environments), shorts, mini-skirts, spaghetti straps, sweatshirts/pants, t-shirts, tank tops, halters, midriff, crop tops, shirts with distracting inappropriate images/messages, Capri or cropped pants, denim jeans (any color), warm-up suits/ wind suits, leggings, or form-fitting pants.

Tobacco Free Workplace

NO tobacco use is allowed on company property. This policy applies to **EVERYONE** and includes **ALL** buildings, equipment, and vehicles (personal or company) located on OPPD property.

Photography

The Owner Controlled Area is a photography exclusion area.

Photography, including video, is strictly prohibited without obtaining prior approval from Security.

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Company

Auction Solutions, Inc.

7811 Military Ave, Omaha NE 68134

Phone: 402-571-0393

Email Shayne Fili

shayne@auctionsolutionsinc.com

Email Mark Beacom

mark@auctionsolutionsinc.com

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f in



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OPPD SURPLUS EQUIPMENT ONLINE AUCTION #5

Industrial Machinery & Equipment > Auction Solutions, Inc > **OPPD SURPLUS EQUIPMENT ONLINE AUCTION #5**

OPPD SURPLUS EQUIPMENT ONLINE AUCTION #5

by Auction Solutions, Inc

- 🕒 Event Begins: Thursday, October 24, 10:00 AM Central
- 🕒 First lots ends Monday, November 4, 12:00 PM Central
- 🕒 Last lot ends Monday, November 4, 1:22:31 PM Central

ONE OF MANY AUCTIONS TO LIQUIDATE OPPD SURPLUS ASSETS. THE AUCTION LOCATION IS THE ELKHORN SERVICE CENTER IN ELKHORN NE. Featured Items: 2008 Jeep Patriot 2007 Ford F350 Crew Cab with Utility Box IMT EZH22H Easy Hauler and Trailer (2) A-50A Auto Cranes (2) John Bean wheel balancers Electrician's Tools Much More As always, all items Sell 'As Is - Where is With No warranty Expressed or Implied'. Please read the auction terms for payment information and pick up information .

Sold for: **USD 12.50**

to B****1



Two GAI-Tronics Corp. Model 10401-101 Headsets with Microphone,

Lot #1 (Sale Order 1 of 149)

Two GAI-Tronics Corp. Model 10401-101 Headsets with Microphone,

Sold for: **USD 85.00**

to b****2



General Radio decade Resistor Model 1433-W 10K Ohm

Lot #2 (Sale Order 2 of 149)

General Radio decade Resistor Model 1433-W 10K Ohm

Sold for: **USD 90.00**

to D****n



General Radio decade Resistor Model 1433-W 10K Ohm

Lot #3 (Sale Order 3 of 149)

General Radio decade Resistor Model 1433-W 10K Ohm

Sold for: **USD 90.00**



General Radio decade Resistor Model 1433-H 10M Ohm

Lot #4 (Sale Order 4 of 149)

General Radio decade Resistor Model 1433-H 10M Ohm

to b****2

Sold for: **USD 90.00**

to D****n



General Radio decade Resistor Model 1433-F 100K Ohm

Lot #5 (Sale Order 5 of 149)

General Radio decade Resistor Model 1433-F 100K Ohm

Sold for: **USD 25.00**

to e****2



Newport Electronics INF7-0 Strain Meter Controller S/N 2180638-C1

Lot #6 (Sale Order 6 of 149)

Newport Electronics INF7-0 Strain Meter Controller S/N 2180638-C1

Sold for: **USD 12.50**

to e****2



.9995 Meg Ohm and 9.994 Meg Ohm Biddle Shunts

Lot #7a (Sale Order 7 of 149)

.9995 Meg Ohm and 9.994 Meg Ohm Biddle Shunts

Sold for: **USD 35.00**

to b****2



Biddle Versa Cal Calibrator Cat no 720390 S/N 2158 No Power Supply

Lot #9 (Sale Order 8 of 149)

Biddle Versa Cal Calibrator Cat no 720390 S/N 2158 No Power Supply

Sold for: **USD 15.00**

to l****r



Baldor Bench Grinder Stand

Lot #353 (Sale Order 139 of 149)

Baldor Bench Grinder Stand

Sold for: **USD 85.00**

*to k****n*



Mac Tools 7 Drawer Top Tool Chest with Key Measuring 32.5" X 18"

Lot #354 (Sale Order 140 of 149)

Mac Tools 7 Drawer Top Tool Chest with Key Measuring 32.5" X 18"

Sold for: **USD 45.00**

*to R****4*



2 1/2 Ton Hydraulic Floor Jack

Lot #355 (Sale Order 141 of 149)

2 1/2 Ton Hydraulic Floor Jack

Sold for: **USD 2.50**

*to k****n*



Assorted Fiberglass Covers for Altec Hoist

Lot #356 (Sale Order 142 of 149)

Assorted Fiberglass Covers for Altec Hoist

Sold for: **USD 275.00**

*to D****7*



Parkline Trimline Steel Building Measuring 12' X 12' Disassembled. See drawings ile for details

Lot #999 (Sale Order 143 of 149)

Parkline Trimline Steel Building Measuring 12' X 12' Disassembled. See drawings ile for details
[Drawings.pdf](#)

Sold for: **USD 2,600.00**



Auto Crane Model No. A-50A Serial No. AEX-0-04-05-00 with Wet Kit. Designed for 30,000 GVW Truck

Lot #1000 (Sale Order 144 of 149)

Auto Crane Model No. A-50A Serial No. AEX-0-04-05-00 with Wet Kit. Designed for 30,000 GVW Truck ((Jack Stands Not Included))

to b****j

Sold for: **USD 6,750.00**

to b****j



Auto Crane Model No. A-50A, Serial No. AEX-003-03-01 with Wet Kit Recently Rebuilt. Designed for

Lot #1001 (Sale Order 145 of 149)

Auto Crane Model No. A-50A, Serial No. AEX-003-03-01 with Wet Kit Recently Rebuilt. Designed for 30,000 GVW Truck((Jack Stands Not Included))

Sold for: **USD 6,250.00**

to K****n



IMT EZH22H Easy Hauler Backyard Crane with SDP Manufacturing 10,000lb Model 7400 LPF Dual Axle Drop

Lot #1002 (Sale Order 146 of 149)

IMT EZH22H Easy Hauler Backyard Crane with SDP Manufacturing 10,000lb Model 7400 LPF Dual Axle Drop Gate Utility Trailer.

2005 IMT Backyard crane has 629 hrs. manufactured 8-13-2005 S/N EZH22H051037. In good condition and fully operational. Unit has Onan Twin cylinder engine.

2005 SDP Utility Trailer HAS 8' X 21' Deck, drop gate, dual axles, VIN: 1S9LT212X51313291.

Service records are available upon request.

Sold for: **USD 5,500.00**

to t****5



2008 Jeep Patriot Multipurpose Vehicle (MPV), VIN # 1J8FF28W68D669321

Lot #1003 (Sale Order 147 of 149)

Year: 2008
 Make: Jeep
 Model: Patriot
 Vehicle Type: Multipurpose Vehicle (MPV)
 Mileage: 80896
 Body Type: 4 Door Wagon
 Trim Level: Sport
 Drive Line: 4WD
 Engine Type: L4, 2.4L; DOHC 16V
 Fuel Type: Gasoline
 Transmission: Auto
 VIN #: 1J8FF28W68D669321

Features and Notes: Low Mileage 4 door Jeep. Runs and Drives well. Maintenance Records Available Upon Request.

Sold for: **USD 8,500.00**

to J****m



2008 Ford F-350 Pickup Truck, VIN # 1FDWW36Y88ED63759

Lot #1004 (Sale Order 148 of 149)

Year: 2008
Make: Ford
Model: F-350
Vehicle Type: Pickup Truck
Mileage: 48,583
Body Type: 4 Door Cab; Crew
Trim Level: XL; XLT; Lariat
Drive Line: RWD; Dual Rear Wheels
Engine Type: V10, 6.8L; EFI
Fuel Type: Gasoline
Horsepower: 305HP
Transmission: Auto
VIN #: 1FDWW36Y88ED63759

Features and Notes: Crew Cab One Ton with Utility bed. Runs and Drives Well. This is a solid work truck with a huge amount of storage space.

Sold for: **USD 2.50**

to J****m



Please Refer to the map for pick up instructions.

Lot #A (Sale Order 149 of 149)

Please Refer to the map for pick up instructions.

Young Antique Wrenches & Primitives Live Auction

7803 Military Ave Omaha, NE. Sat. 7- 21st & 22nd at 10AM

Fordson , Winchester, Keen, Kutter, Perfect Handle, Plumb, Stanley, Deer, Craftsman, Estwing, Buffum – Don't Miss This Auction



100's of Collectable Wrenches - Rare Tools for Woodworking & Blacksmithing, Farm Primitives, Hammers, Saws, Buggy Steps

Over 1200 Lots



One Man's
Lifetime Collection www.auctionsolutionsinc.com

402.571.0393

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Section 7

State of Nebraska
REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES

RETURN TO:
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508
Phone: 402-471-6500

SOLICITATION NUMBER	RELEASE DATE
RFP 6154 Z1	September 26, 2019
OPENING DATE AND TIME	PROCUREMENT CONTACT
November 8, 2019 2:00 p.m. Central Time	Dianna Gilliland/Annette Walton

PLEASE READ CAREFULLY!

SCOPE OF SERVICE

The State of Nebraska (State), Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau (SPB), is issuing this Request for Proposal (RFP) Number 6154 Z1 for the purpose of selecting a qualified Contractor to provide Auctioneer Services. A more detailed description can be found in Section V. The resulting contract may not be an exclusive contract as the State reserves the right to contract for the same or similar services from other sources now or in the future.

The term of the contract will be one (1) year commencing upon notice to proceed. The Contract includes the option to renew for four (4) additional one (1) year periods upon mutual agreement of the Parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Parties.

ALL INFORMATION PERTINENT TO THIS REQUEST FOR PROPOSAL CAN BE FOUND ON THE INTERNET AT:
<http://das.nebraska.gov/materiel/purchasing.html>.

A mandatory Pre-Proposal Conference will be held on October 15, 2019 at 5001 South 14th Street, Lincoln, NE, 68512, 10 am to 11:30 am.

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. § 84-602.04, State contracts in effect as of January 1, 2014, and contracts entered into thereafter, must be posted to a public website. The resulting contract, the solicitation, and the successful contractor's proposal or response will be posted to a public website managed by DAS, which can be found at <http://statecontracts.nebraska.gov>.

In addition and in furtherance of the State's public records Statute (Neb. Rev. Stat. § 84-712 et seq.), all proposals or responses received regarding this solicitation will be posted to the State Purchasing Bureau public website.

These postings will include the entire proposal or response. Contractor must request that proprietary information be excluded from the posting. The contractor must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information in a separate container or envelope marked conspicuously using an indelible method with the words "PROPRIETARY INFORMATION". The contractor must submit a detailed written document showing that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992) **THE BIDDER MAY NOT ASSERT THAT THE ENTIRE PROPOSAL IS PROPRIETARY. COST PROPOSALS WILL NOT BE CONSIDERED PROPRIETARY AND ARE A PUBLIC RECORD IN THE STATE OF NEBRASKA.** The State will then determine, in its discretion, if the interests served by nondisclosure outweighs any public purpose served by disclosure. (See Neb. Rev. Stat. § 84-712.05(3)) The Contractor will be notified of the agency's decision. Absent a State determination that information is proprietary, the State will consider all information a public record subject to release regardless of any assertion that the information is proprietary.

If the agency determines it is required to release proprietary information, the contractor will be informed. It will be the contractor's responsibility to defend the contractor's asserted interest in non-disclosure.

To facilitate such public postings, with the exception of proprietary information, the State of Nebraska 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 solicitation for any purpose, and to authorize others to use the documents. Any individual or entity awarded a contract, or who submits a proposal or response to this solicitation, specifically waives any copyright or other protection the contract, proposal, or response to the solicitation may have; and, acknowledges 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 solicitation, and award of a contract. Failure to agree to the reservation and waiver will result in the proposal or response to the solicitation being found non-responsive and rejected.

Any entity awarded a contract or submitting a proposal or response to the solicitation agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the State 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 State, arising out of, resulting from, or attributable to the posting of the contract or the proposals and responses to the solicitation, awards, and other documents.

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GLOSSARY OF TERMS

Acceptance Test Procedure: Benchmarks and other performance criteria, developed by the State of Nebraska 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.

After Receipt of Order (ARO): After Receipt of Order.

Agency: Any state agency, board, or commission other than the University of Nebraska, the Nebraska State colleges, the courts, the Legislature, or any other office or agency established by the Constitution of Nebraska.

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 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 solicitation.

Best and Final Offer (BAFO): In a competitive proposal, the final offer submitted which contains the contractor's most favorable terms for price.

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

Bidder: A contractor who submits a proposal in response to a written solicitation.

Breach: Violation of a contractual obligation by failing to perform or repudiation of one's own promise.

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

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

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

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

Change Order: Document that provides amendments to an executed purchase order or contract.

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 State document titled "Service Contract Award" by the proper authority.

Contract Period: The duration of the contract.

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

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.

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.

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.

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

Evaluation 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).

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.

Free on Board (F.O.B.) Point of Origin: The delivery charges are not included in the quoted price and are the responsibility of the agency. Agency 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 procedures described in "Installation by Contractor", and "Installation by State", as found in the solicitation, or contract, are completed.

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

Invalid Proposal: A proposal that does not meet the requirements of the solicitation or cannot be evaluated against the other proposals.

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 State 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.

Open Market Purchase: Authorization may be given to an agency to purchase items above direct purchase authority due to the unique nature, price, quantity, location of the using agency, or time limitations by the AS Materiel Division, State Purchasing Bureau.

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

Operating System: The control program in a computer that provides the interface to the computer hardware and peripheral devices, and the usage and allocation of memory resources, processor resources, input/output resources, and security resources.

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.

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.

Point of Contact (POC): The person designated to receive communications and to communicate.

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

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.

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: An offer, bid, or quote submitted by a contractor/vendor in a response to a written solicitation

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 serves 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.

Protest/Grievance: A complaint about a governmental action or decision related to a solicitation or resultant contract, brought by a contractor who has timely submitted a proposal response in connection with the award in question, to AS Materiel Division or another designated agency with the intention of achieving a remedial result.

Public Proposal Opening: The process of opening correctly submitted offers at the time and place specified in the written solicitation and in the presence of anyone who wished to attend.

Release Date: The date of public release of the written solicitation to seek offers.

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

Request for Proposal (RFP): A written solicitation utilized for obtaining competitive offers.

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

Responsive Contractor: A contractor who has submitted a proposal which conforms to all requirements of the solicitation document.

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.

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

Statutory: These clauses are controlled by state law and are not subject to negotiation.

Subcontractor: Individual or entity with whom the contractor enters a contract to perform a portion of the work awarded to the contractor.

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, owners, 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 contractor 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 Performance Report: A report completed by the using agency and submitted to State Purchasing Bureau documenting products or services delivered or performed which exceed or fail to meet the terms of the purchase order, contract, and/or solicitation specifications.

Vendor: Inclusive term for any Bidder or Contractor

Will: See Mandatory/Shall/Will/Must.

Work Day: See Business Day.

I. PROCUREMENT PROCEDURE

A. GENERAL INFORMATION

The solicitation is designed to solicit proposals from qualified bidders who will be responsible for providing Auctioneer Services at a competitive and reasonable cost. Terms and Conditions, Project Description and Scope of Work, Proposal instructions may be found in Sections II through VI.

Proposals shall conform to all instructions, conditions, and requirements included in the solicitation. Prospective contractors should carefully examine all documents, schedules, and requirements in this solicitation, and respond to each requirement in the format prescribed. Proposals may be found non-responsive if they do not conform to the solicitation.

B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

Procurement responsibilities related to this solicitation reside with State Purchasing Bureau. The point of contact (POC) for the procurement is as follows:

Solicitation Number: RFP 6154 Z1
Name: Dianna Gilliland/Annette Walton, Buyer(s)
Agency: State Purchasing Bureau
Address: 1526 K Street, Suite 130
Lincoln, NE 68508
Telephone: 402-471-6500
E-Mail: as.materie1purchasing@nebraska.gov

From the date the solicitation is issued until the Intent to Award is issued, communication from the Contractor is limited to the POC listed above. After the Intent to Award is issued, the Contractor may communicate with individuals the State has designated as responsible for negotiating the contract on behalf of the State. No member of the State Government, employee of the State, or member of the Evaluation Committee is empowered to make binding statements regarding this solicitation. The POC will issue any answers, clarifications or amendments regarding this solicitation in writing. Only the SPB or awarding agency can award a contract. Contractors shall not have any communication with, or attempt to communicate or influence any evaluator involved in this solicitation.

The following exceptions to these restrictions are permitted:

1. Contact made pursuant to pre-existing contracts or obligations;
2. Contact required by the schedule of events or an event scheduled later by the solicitation POC; and
3. Contact required for negotiation and execution of the final contract.

The State reserves the right to reject a contractor's proposal, withdraw an Intent to Award, or terminate a contract if the State determines there has been a violation of these procurement procedures.

C. SCHEDULE OF EVENTS

The State expects to adhere to the procurement schedule shown below, but all dates are approximate and subject to change.

ACTIVITY		DATE/TIME
1.	Release Solicitation	September 26, 2019
2.	Last day to submit "Notification of Intent to Attend Pre-Proposal Conference"	October 15, 2019
3.	Last day to submit written questions before the Pre-Proposal Conference	October 14, 2019
4.	Mandatory Pre-Proposal Conference Location: State Surplus Property 5001 South 14 th Street Lincoln, NE 68512 <i>* Registration Advisement: Proposals will only be accepted from those Companies/Firms which properly register their attendance at this meeting by completing all of the required information on the State Registration Sheet.</i>	October 15, 2019 10:00 am to 11:30 am
5.	Last day to submit written questions after Pre-Proposal Conference	October 20, 2019
6.	State responds to written questions through Solicitation "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing.html	October 25, 2019
7.	Proposal Opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	November 8, 2019 2:00 PM Central Time
8.	Review for conformance to solicitation requirements	November 8, 2019
9.	Evaluation period	November 12, 2019 through December 17, 2019
10.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	To Be Determined
11.	Post "Notification of Intent to Award" to Internet at: http://das.nebraska.gov/materiel/purchasing.html	December 19, 2019
12.	Contract finalization period	December 20, 2019 through January 22, 2020
13.	Contract award	January 29, 2020
14.	Contractor start date	April 1, 2020

D. WRITTEN QUESTIONS AND ANSWERS

Questions regarding the meaning or interpretation of any solicitation provision must be submitted in writing to State Purchasing Bureau and clearly marked "RFP Number 6154 Z1; Auctioneer Services Questions". The POC is not obligated to respond to questions that are received late per the Schedule of Events.

Contractors should present, as questions, any assumptions upon which the Contractor's proposal is or might be developed. Proposals will be evaluated without consideration of any known or unknown assumptions of a contractor. The contract will not incorporate any known or unknown assumptions of a contractor.

It is preferred that questions be sent via e-mail to as.materielpurchasing@nebraska.gov, but may be delivered by hand or by U.S. Mail. It is recommended that Contractors submit questions using the following format.

Solicitation Section Reference	Solicitation Page Number	Question

Written answers will be posted at <http://das.nebraska.gov/materiel/purchasing.html> per the Schedule of Events.

E. MANDATORY PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held per the Schedule of Events. Attendance at the pre-proposal conference is mandatory. Contractors will have an opportunity to ask questions at the conference to assist in the clarification and understanding of the solicitation requirements. Questions that have a material impact on the solicitation or process, and questions that are relevant to all contractors, will be answered in writing and posted at <http://das.nebraska.gov/materiel/purchasing.html>. An answer must be posted to be binding on the State. The State will attempt to provide verbal answers to questions that do not impact the solicitation or process, and are only of interest to an individual contractor during the conference. If a contractor feels it necessary to have a binding answer to a question that was answered verbally, the question should be submitted in writing per the Schedule of Events.

F. NOTICE OF INTENT TO ATTEND MANDATORY PRE-PROPOSAL CONFERENCE

Contractors should notify the POC of their intent to attend by submitting a "Notification of Intent to Attend the Pre-Proposal Conference Form" (see Form B) by hand-delivery, U.S. Mail, or email at: as.materielpurchasing@nebraska.gov.

G. RECYCLING (§81-15,159(d)(2))

Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use. Preference will also be given to purchases of corn-based biodegradable plastics and road deicers if available and suitable. No preference shall be given if such preference would result in the purchase of products, materials, or supplies that are of inadequate quality or of substantially higher cost.

The State also encourages the use of products utilizing soy or beets, however, the State cannot give a preference for using these products.

H. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Statutory)

All contractors must be authorized to transact business in the State of Nebraska and comply with all Nebraska Secretary of State Registration requirements. The contractor who is the recipient of an Intent to Award may be required to certify that it has complied and produce a true and exact copy of its current (within ninety (90) calendar days of the intent to award) Certificate or Letter of Good Standing, or in the case of a sole proprietorship, provide written documentation of sole proprietorship and complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>. This must be accomplished prior to execution of the contract.

I. ETHICS IN PUBLIC CONTRACTING

The State reserves the right to reject proposals, withdraw an intent to award or award, or terminate a contract if a contractor commits or has committed ethical violations, which include, but are not limited to:

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 bidding process;
2. Utilize the services of lobbyists, attorneys, political activists, or consultants to influence or subvert the bidding process;
3. Being considered for, presently being, or becoming debarred, suspended, ineligible, or excluded from contracting with any state or federal entity;
4. Submitting a proposal on behalf of another Party or entity; and
5. Collude with any person or entity to influence the bidding process, submit sham proposals, preclude bidding, fix pricing or costs, create an unfair advantage, subvert the proposal, or prejudice the State.

J. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

The requirements contained in the solicitation (Sections II thru VI) become a part of the terms and conditions of the contract resulting from this solicitation. Any deviations from the solicitation in Sections II through VI must be clearly defined by the contractor in its proposal and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the solicitation, requirements, or applicable state or federal laws or statutes. "Deviation", for the purposes of this solicitation, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this solicitation. The State discourages deviations and reserves the right to reject proposed deviations.

K. SUBMISSION OF PROPOSALS

Bidders should submit one proposal marked on the first page: "ORIGINAL". If multiple proposals are submitted, the State will retain one copy marked "ORIGINAL" and destroy the other copies. The bidder is solely responsible for any variance between the copies submitted. Proposal responses should include the completed Form A, "Contractor Proposal Point of Contact". Proposals must reference the RFP number and be sent to the specified address. Please note that the address label should appear as specified in Section I B. on the face of each container or contractor's proposal response packet. If a recipient phone number is required for delivery purposes, 402-471-6500 should be used. The RFP number should be included in all correspondence. The State will not furnish packaging or sealing materials. It is the contractor's responsibility to ensure the solicitation is received in a sealed envelope or container and submitted by the date and time indicated in the Schedule of Events. Sealed proposals must be received in the State Purchasing Bureau by the date and time of the proposal opening per the Schedule of Events. No late proposals will be accepted.

The Request for Proposal form must be manually signed in an indelible manner and returned by the proposal opening date and time along with the contractor's Request for Proposal. Include any other requirements as stated in the Request for Proposal document in order for the bidder's Request for Proposal response to be evaluated.

It is the responsibility of the bidder to check the website for all information relevant to this Request for Proposal to include addenda and/or amendments issued prior to the opening date. Website address is as follows: <http://das.nebraska.gov/materiel/purchasing.html>.

Emphasis should be concentrated on conformance to the solicitation instructions, responsiveness to requirements, completeness, and clarity of content. If the bidder's proposal is presented in such a fashion that makes evaluation difficult or overly time consuming the State reserves the right to reject the proposal as non-conforming.

By signing the "Request for Proposal for Contractual Services" form, the bidder guarantees compliance with the provisions stated in this solicitation.

The Technical and Cost Proposals Template should be presented in separate sections (loose-leaf binders are preferred) on standard 8 1/2" x 11" paper, except that charts, diagrams and the like may be on fold-outs which, when folded, fit into the 8 1/2" by 11" format. Pages may be consecutively numbered for the entire proposal, or may be numbered consecutively within sections. Figures and tables should be numbered consecutively within sections. Figures and tables should be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text.

L. PROPOSAL PREPARATION COSTS

The State shall not incur any liability for any costs incurred by bidders in replying to this solicitation, including any activity related to bidding on this solicitation.

M. DISCOUNTS

Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the proposal. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

N. PRICES

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the contractor, F.O.B. destination named in the solicitation. No additional charges will be allowed for packing, packages, or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

All prices, costs, and terms and conditions submitted in the proposal shall remain fixed and valid commencing on the opening date of the proposal until the contract terminates or expires.

The State reserves the right to deny any requested price increase. No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties.

The State will be given full proportionate benefit of any decreases for the term of the contract.

O. COST CLARIFICATION

The State 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.

P. FAILURE TO COMPLY WITH REQUEST FOR PROPOSAL

Violation of the terms and conditions contained in this solicitation or any resultant contract, at any time before or after the award, shall be grounds for action by the State which may include, but is not limited to, the following:

1. Rejection of a bidder's proposal;
2. Withdrawal of the Intent to Award;
3. Withdrawal of the Award;
4. Negative Vendor Performance Report(s)
5. Termination of the resulting contract;
6. Legal action; and
7. Suspension of the contractor from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

Q. PROPOSAL CORRECTIONS

A bidder may correct a mistake in a proposal prior to the time of opening by giving written notice to the State of intent to withdraw the proposal for modification or to withdraw the proposal completely. Changing a proposal after opening may be permitted if the change is made to correct a minor error that does not affect price, quantity, quality, delivery, or contractual conditions. In case of a mathematical error in extension of price, unit price shall govern.

R. LATE PROPOSALS

Proposals received after the time and date of the proposal opening will be considered late proposals. Late proposals will be returned unopened, if requested by the contractor and at contractor's expense. The State is not responsible for proposals that are late or lost regardless of cause or fault.

S. PROPOSAL OPENING

The opening of proposals will be public and the bidders will be announced. Proposals **WILL NOT** be available for viewing by those present at the proposal opening. Proposals will be posted to the State Purchasing Bureau website once an Intent to Award has been posted to the website. Information identified as proprietary by the submitting contractor, in accordance with the solicitation and state statute, will not be posted. If the state determines submitted information should not be withheld, in accordance with the Public Records Act, or if ordered to release any withheld information, said information may then be released. The submitting contractor will be notified of the release and it shall be the obligation of the submitting contractor to take further action, if it believes the information should not be released. (See RFP signature page for further details) Contractors may contact the State to schedule an appointment for viewing proposals after the Intent to Award has been posted to the website. Once proposals are opened, they become the property of the State of Nebraska and will not be returned.

T. REQUEST FOR PROPOSAL/PROPOSAL REQUIREMENTS

The proposals will first be examined to determine if all requirements listed below have been addressed and whether further evaluation is warranted. Proposals not meeting the requirements may be rejected as non-responsive. The requirements are:

1. Original Request for Proposal for Contractual Services form signed using an indelible method;
2. Clarity and responsiveness of the proposal;
3. Completed Corporate Overview;
4. Completed Sections II through VI;
5. Completed Technical Approach; and
6. Completed State Cost Proposal Template.

U. EVALUATION COMMITTEE

Proposals are evaluated by members of an Evaluation Committee(s). The Evaluation Committee(s) will consist of individuals selected at the discretion of the State. Names of the members of the Evaluation Committee(s) will not be published prior to the intent to award.

Any contact, attempted contact, or attempt to influence an evaluator that is involved with this solicitation may result in the rejection of this proposal and further administrative actions.

V. EVALUATION OF PROPOSALS

All proposals that are responsive to the solicitation will be evaluated. Each evaluation category will have a maximum point potential. The State will conduct a fair, impartial, and comprehensive evaluation of all proposals in accordance with the criteria set forth below. Areas that will be addressed and scored during the evaluation include:

1. Corporate Overview should include but is not limited to:
 - a. the ability, capacity, and skill of the contractor to deliver and implement the system or project that meets the requirements of the solicitation;
 - b. the character, integrity, reputation, judgment, experience, and efficiency of the contractor;
 - c. whether the contractor can perform the contract within the specified time frame;
 - d. the quality of vendor performance on prior contracts;
 - e. such other information that may be secured and that has a bearing on the decision to award the contract;
2. Technical Approach; and,
3. Cost Proposal.

Neb. Rev. Stat. §81-161 allows the quality of performance of previous contracts to be considered when evaluating responses to competitively bid solicitations in determining the lowest responsible bidder. Information obtained from any Vendor Performance Report (See Terms & Conditions, Section H) may be used in evaluating responses to solicitations for goods and services to determine the best value for the State.

Neb. Rev. Stat. §73-107 allows for a preference for a resident disabled veteran or business located in a designated enterprise zone. When a state contract is to be awarded to the lowest responsible contractor, a resident disabled veteran or a business located in a designated enterprise zone under the Enterprise Zone Act shall be allowed a preference over any other resident or nonresident contractor, if all other factors are equal.

Resident disabled veterans means any person (a) who resides in the State of Nebraska, who served in the United States Armed Forces, including any reserve component or the National Guard, who was discharged or otherwise separated with a characterization of honorable or general (under honorable conditions), and who possesses a disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense and (b)(i) who owns and controls a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection and (ii) the management and daily business operations of the business are controlled by one or more persons described in subdivision(a) of this subsection. Any contract entered into without compliance with this section shall be null and void.

Therefore, if a resident disabled veteran or business located in a designated enterprise zone submits a proposal in accordance with Neb. Rev. Stat. §73-107 and has so indicated on the solicitation cover page under "Contractor must complete the following" requesting priority/preference to be considered in the award of this contract, the following will need to be submitted by the contractor within ten (10) business days of request:

1. Documentation from the United States Armed Forces confirming service;
2. Documentation of discharge or otherwise separated characterization of honorable or general (under honorable conditions);
3. Disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense; and
4. Documentation which shows ownership and control of a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection; and the management and daily business operations of the business are controlled by one or more persons described in subdivision (a) of this subsection.

Failure to submit the requested documentation within ten (10) business days of notice will disqualify the contractor from consideration of the preference.

Evaluation criteria will be released with the solicitation.

W. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS

The State may determine after the completion of the Technical and Cost Proposal evaluation that oral interviews/presentations and/or demonstrations are required. Every contractor may not be given an opportunity to interview/present and/or give demonstrations; the State reserves the right, in its discretion, to select only the top scoring contractors to present/give oral interviews. The scores from the oral interviews/presentations and/or demonstrations will be added to the scores from the Technical and Cost Proposals. The presentation process will allow the contractors to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Contractors' key personnel, identified in their proposal, may be requested to participate in a structured interview to determine their understanding of the requirements of this proposal, their authority and reporting relationships within their firm, and their management style and philosophy. Only representatives of the State and the presenting contractor will be permitted to attend the oral interviews/presentations and/or demonstrations. A written copy or summary of the presentation, and demonstrative information (such as briefing charts, et cetera) may be offered by the contractor, but the State reserves the right to refuse or not consider the offered materials. Contractors shall not be allowed to alter or amend their proposals.

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

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

X. BEST AND FINAL OFFER

If best and final offers (BAFO) are requested by the State and submitted by the contractor, they will be evaluated (using the stated BAFO criteria), scored, and ranked by the Evaluation Committee. The State reserves the right to conduct more than one Best and Final Offer. The award will then be granted to the highest scoring contractor. However, a contractor should provide its best offer in its original proposal. Contractors should not expect that the State will request a best and final offer.

Y. REFERENCE AND CREDIT CHECKS

The State reserves the right to conduct and consider reference and credit checks. The State reserves the right to use third parties to conduct reference and credit checks. By submitting a proposal in response to this solicitation, the contractor grants to the State the right to contact or arrange a visit in person with any or all of the contractor's clients. Reference and credit checks may be grounds to reject a proposal, withdraw an intent to award, or rescind the award of a contract.

Z. AWARD

The State reserves the right to evaluate proposals and award contracts in a manner utilizing criteria selected at the State's discretion and in the State's best interest. After evaluation of the proposals, or at any point in the solicitation process, the State of Nebraska may take one or more of the following actions:

1. Amend the solicitation;
2. Extend the time of or establish a new proposal opening time;
3. Waive deviations or errors in the State's solicitation process and in contractor proposals that are not material, do not compromise the solicitation process or a contractor's proposal, and do not improve a contractor's competitive position;
4. Accept or reject a portion of or all of a proposal;
5. Accept or reject all proposals;
6. Withdraw the solicitation;
7. Elect to rebid the solicitation;
8. Award single lines or multiple lines to one or more contractors; or,
9. Award one or more all-inclusive contracts.

The solicitation does not commit the State to award a contract. Once intent to award decision has been determined, it will be posted to the Internet at:

<http://das.nebraska.gov/materiel/purchasing.html>

Any protests must be filed by a contractor within ten (10) business days after the intent to award decision is posted to the Internet. Grievance and protest procedure is available on the Internet at:

<http://das.nebraska.gov/materiel/purchasing.html>

AA. EMAIL SUBMISSIONS

SPB will not accept proposals by email, electronic, voice, or telephone proposals except for one-time purchases under \$50,000.00.

BB. REJECTION OF PROPOSALS

The State reserves the right to reject any or all proposals, wholly or in part, in the best interest of the State.

CC. RESIDENT BIDDER

Pursuant to Neb. Rev. Stat. §§ 73-101.01 through 73-101.02, a Resident Bidder shall be allowed a preference against a Non-resident Bidder from a state which gives or requires a preference to Bidders from that state. The preference shall be equal to the preference given or required by the state of the Nonresident Bidders. Where the lowest responsible bid from a resident Bidder is equal in all respects to one from a nonresident Bidder from a state which has no preference law, the resident Bidder shall be awarded the contract. The provision of this preference shall not apply to any contract for any project upon which federal funds would be withheld because of the provisions of this preference.

II. TERMS AND CONDITIONS

Contractors should complete Sections II through VI as part of their proposal. Contractor should read the Terms and Conditions and should initial either accept, reject, or reject and provide alternative language for each clause. The contractor should also provide an explanation of why the contractor rejected the clause or rejected the clause and provided alternate language. By signing the solicitation, contractor is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the proposal. The State reserves the right to negotiate rejected or proposed alternative language. If the State and contractor fail to agree on the final Terms and Conditions, the State reserves the right to reject the proposal. The State of Nebraska is soliciting proposals in response to this solicitation. The State of Nebraska reserves the right to reject proposals that attempt to substitute the contractor's commercial contracts and/or documents for this solicitation.

The contractors should submit with their proposal any license, user agreement, service level agreement, or similar documents that the contractor wants incorporated in the Contract. The State will not consider incorporation of any document not submitted with the contractor's proposal as the document will not have been included in the evaluation process. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the Addendum to Contract Award have been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

1. If only one Party has a particular clause then that clause shall control;
2. If both Parties have a similar clause, but the clauses do not conflict, the clauses shall be read together;
3. If both Parties have a similar clause, but the clauses conflict, the State's clause shall control.

A. GENERAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

The contract resulting from this solicitation shall incorporate the following documents:

1. Request for Proposal and Addenda;
2. Amendments to the solicitation;
3. Questions and Answers;
4. Contractor's proposal (Solicitation and properly submitted documents);
5. The executed Contract and Addendum One to Contract, if applicable; and,
6. Amendments/Addendums to the Contract.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) executed Contract and any attached Addenda, 3) Amendments to solicitation and any Questions and Answers, 4) the original solicitation document and any Addenda, and 5) the Contractor's submitted Proposal.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

B. NOTIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

Contractor and State shall identify the contract manager who shall serve as the point of contact for the executed contract.

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or five (5) calendar days following deposit in the mail.

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

C. NOTICE (POC)

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

The State reserves the right to appoint a Buyer's Representative to manage [or assist the Buyer in managing] the contract on behalf of the State. The Buyer's Representative will be appointed in writing, and the appointment document will specify the extent of the Buyer's Representative authority and responsibilities. If a Buyer's Representative is appointed, the Contractor will be provided a copy of the appointment document, and is expected to cooperate accordingly with the Buyer's Representative. The Buyer's Representative has no authority to bind the State to a contract, amendment, addendum, or other change or addition to the contract.

D. GOVERNING LAW (Statutory)

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.

E. BEGINNING OF WORK

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

The contractor shall not commence any billable work until a valid contract has been fully executed by the State and the successful Contractor. The Contractor will be notified in writing when work may begin.

F. AMENDMENT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

This Contract may be amended in writing, within scope, upon the agreement of both parties.

G. CHANGE ORDERS OR SUBSTITUTIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the solicitation. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

The Contractor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.

No change shall be implemented by the Contractor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

*****Contractor will not substitute any item that has been awarded without prior written approval of SPB*****

H. VENDOR PERFORMANCE REPORT(S)

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

The State may document any instance(s) of products or services delivered or performed which exceed or fail to meet the terms of the purchase order, contract, and/or solicitation specifications. The State Purchasing Bureau may contact the Vendor regarding any such report. Vendor performance report(s) will become a part of the permanent record of the Vendor.

I. BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby. OR In case of breach by the Contractor, the State may, without unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchased goods in substitution of those due from the contractor. The State may recover from the Contractor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in UCC Section 2-715, but less expenses saved in consequence of Contractor's breach.

The State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies and protections.

J. NON-WAIVER OF BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

K. SEVERABILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.

L. INDEMNIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

1. GENERAL

The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all third party 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 ("the claims"), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. INTELLECTUAL PROPERTY (Optional)

The Contractor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, subcontractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall, at the Contractor's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this solicitation.

3. PERSONNEL

The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel, including subcontractor's and their employees, provided by the Contractor.

4. SELF-INSURANCE

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

5. The Parties acknowledge that Attorney General for the State of Nebraska is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

M. ATTORNEY'S FEES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if ordered by the court, including attorney's fees and costs, if the other Party prevails.

N. ASSIGNMENT, SALE, OR MERGER

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

Either Party may assign the contract upon mutual written agreement of the other Party. Such agreement shall not be unreasonably withheld.

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

O. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS OF THE STATE OR ANOTHER STATE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. §81-145, to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

The Contractor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this contract. The terms and conditions, including price, of this contract shall apply to any such contract, but may be amended upon mutual consent of the Parties. The State of Nebraska shall not be contractually or otherwise obligated or liable under any contract entered into pursuant to this clause. The State shall be notified if a contract is executed based upon this contract.

P. FORCE MAJEURE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected Party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other Party, and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.

Q. CONFIDENTIALITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

R. EARLY TERMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
 - a. if directed to do so by statute;
 - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
 - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
 - e. an involuntary proceeding has been commenced by any Party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
 - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
 - g. Contractor intentionally discloses confidential information;
 - h. Contractor has or announces it will discontinue support of the deliverable; and,
 - i. In the event funding is no longer available.

S. CONTRACT CLOSEOUT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

Upon contract closeout for any reason the Contractor shall within 30 days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the State;
2. Transfer ownership and title to all completed or partially completed deliverables to the State;
3. Return to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;
4. Cooperate with any successor Contactor, person or entity in the assumption of any or all of the obligations of this contract;
5. Cooperate with any successor Contactor, person or entity with the transfer of information or data related to this contract;
6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.

Nothing in this Section should be construed to require the Contractor to surrender intellectual property, real or personal property, or information or data owned by the Contractor for which the State has no legal claim.

T. CONFIDENTIALITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

U. EARLY TERMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
 - a. if directed to do so by statute;
 - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
 - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
 - e. an involuntary proceeding has been commenced by any Party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
 - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
 - g. Contractor intentionally discloses confidential information;
 - h. Contractor has or announces it will discontinue support of the deliverable; and,
 - i. In the event funding is no longer available.

V. CONTRACT CLOSEOUT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

Upon contract closeout for any reason the Contractor shall within 30 days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the State;
2. Transfer ownership and title to all completed or partially completed deliverables to the State;
3. Return to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;
4. Cooperate with any successor Contractor, person or entity in the assumption of any or all of the obligations of this contract;
5. Cooperate with any successor Contractor, person or entity with the transfer of information or data related to this contract;
6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.

Nothing in this Section should be construed to require the Contractor to surrender intellectual property, real or personal property, or information or data owned by the Contractor for which the State has no legal claim.

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

It is agreed that the Contractor is an independent contractor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Contractor is solely responsible for fulfilling the contract. The Contractor or the Contractor's representative shall be the sole point of contact regarding all contractual matters.

The Contractor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Contractor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the Contractor's proposal shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

All personnel assigned by the Contractor to the contract shall be employees of the Contractor or a subcontractor, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

With respect to its employees, the Contractor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding;
2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. Damages incurred by Contractor's employees within the scope of their duties under the contract;
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law;
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees; and,
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees)

If the Contractor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the contractor's proposal. The Contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State.

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or subcontractor employee.

Contractor shall insure that the terms and conditions contained in any contract with a subcontractor does not conflict with the terms and conditions of this contract.

The Contractor shall include a similar provision, for the protection of the State, in the contract with any subcontractor engaged to perform work on this contract.

B. EMPLOYEE WORK ELIGIBILITY STATUS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, 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 an employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>
2. The completed United States Attestation Form should be submitted with the solicitation response.
3. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
4. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory)

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all Subcontracts for goods and services to be covered by any contract resulting from this solicitation.

D. COOPERATION WITH OTHER CONTRACTORS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

Contractor may be required to work with or in close 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.

E. PERMITS, REGULATIONS, LAWS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

F. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

The State shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Contractor on behalf of the State pursuant to this contract.

The State shall own and hold exclusive title to any deliverable developed as a result of this contract. Contractor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept, or deliverable.

G. INSURANCE REQUIREMENTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

The Contractor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Acord Form (COI) verifying the coverage. The Contractor shall not commence work on the contract until the insurance is in place. If Contractor subcontracts any portion of the Contract the Contractor must, throughout the term of the contract, either:

1. Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor;
2. Require each subcontractor to have equivalent insurance and provide written notice to the State that the Contractor has verified that each subcontractor has the required coverage; or,
3. Provide the State with copies of each subcontractor's Certificate of Insurance evidencing the required coverage.

The Contractor shall not allow any subcontractor to commence work until the subcontractor has equivalent insurance. The failure of the State to require a COI, or the failure of the Contractor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Contractor hereunder.

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within six (6) months of termination or expiration of the contract, the contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and six (6) months following termination or expiration of the contract.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

Notwithstanding any other clause in this Contract, the State may recover up to the liability limits of the insurance policies required herein.

1. WORKERS' COMPENSATION INSURANCE

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. **The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter.** The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

The Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an **occurrence basis**, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and Contractual Liability coverage. **The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. The COI shall contain the mandatory COI liability waiver language found hereinafter.** The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$10,000 any one person
Damage to Rented Premises (Fire)	\$300,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Contractors	Included
Abuse & Molestation	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$5,000,000 per occurrence
PROFESSIONAL LIABILITY	
All Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim / Aggregate
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3rd Party Fidelity	\$1,000,000
CYBER LIABILITY	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$5,000,000
CONTRACTOR'S POLLUTION LIABILITY	
Each Occurrence/Aggregate Limit	\$2,000,000
Includes Non-Owned Disposal Sites	
MANDATORY COI SUBROGATION WAIVER LANGUAGE	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
MANDATORY COI LIABILITY WAIVER LANGUAGE	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

3. EVIDENCE OF COVERAGE

The Contractor shall furnish the Contract Manager, with a certificate of insurance coverage complying with the above requirements prior to beginning work at:

Agency: Nebraska State Purchasing Bureau
 Attn: Buyer for 6154 Z1
 1526 K Street, Suite 130
 Lincoln, NE 68508

These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

Reasonable notice of cancellation of any required insurance policy must be submitted to the contract manager as listed above when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

4. DEVIATIONS

The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers' Compensation, and the type of automobile coverage carried by the Contractor.

H. NOTICE OF POTENTIAL CONTRACTOR BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

If Contractor breaches the contract or anticipates breaching the contract the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, and may include a request for a waiver of the breach if so desired. The State may, at its discretion, temporarily or permanently waive the breach. By granting a temporary waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

I. ANTITRUST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

J. CONFLICT OF INTEREST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

By submitting a proposal, bidder certifies that no relationship exists between the bidder and any person or entity which either is, or gives the appearance of, a conflict of interest related to this Request for Proposal or project.

Bidder further certifies that bidder will not employ any individual known by bidder to have a conflict of interest nor shall bidder take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its contractual obligations hereunder or which creates an actual or appearance of conflict of interest.

If there is an actual or perceived conflict of interest, bidder shall provide with its proposal a full disclosure of the facts describing such actual or perceived conflict of interest and a proposed mitigation plan for consideration. The State will then consider such disclosure and proposed mitigation plan and either approve or reject as part of the overall bid evaluation.

K. STATE PROPERTY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

The Contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

L. SITE RULES AND REGULATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

The Contractor shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to in writing between the State and the Contractor.

M. ADVERTISING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its goods or services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

N. DISASTER RECOVERY/BACK UP PLAN

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided upon request to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue delivery of goods and services as specified under the specifications in the contract in the event of a disaster.

O. DRUG POLICY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

P. WARRANTY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

Despite any clause to the contrary, the Contractor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, the Contractor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to State, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse the State the fees paid to Contractor for the unsatisfactory services. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

Neb. Rev. Stat. §§81-2403 states, “[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency.”

B. TAXES (Statutory)

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. The Contractor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor

C. INSPECTION AND APPROVAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

Final inspection and approval of all work required under the contract shall be performed by the designated State officials.

D. PAYMENT (Statutory)

Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2403). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any goods and services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

E. LATE PAYMENT (Statutory)

The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408).

F. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Statutory)

The State's obligation to pay amounts due on the Contract for a fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

G. RIGHT TO AUDIT (First Paragraph is Statutory)

The State shall have the right to audit the Contractor's performance of this contract upon a thirty (30) days' written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. (Neb. Rev. Stat. §84-304 et seq.) The State may audit and the Contractor shall maintain, the Information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the Contractor be required to create or maintain documents not kept in the ordinary course of contractor's business operations, nor will contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to contractor.

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent (.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

V. PROJECT DESCRIPTION AND SCOPE OF WORK

The contractor should provide the following information in response to this solicitation.

A. PROJECT OVERVIEW

The State of Nebraska (State) is seeking one Contractor to provide Auctioneer Services for conducting public auctions selling surplus State property. The types of items sold will be wide ranging from traditional office equipment to vehicles heavy construction equipment and electronics. These items will not include buildings, land or livestock. These services are to be performed in close coordination with the Department of Administrative Services (AS) Surplus Property program and the AS Surplus Property Manager. The AS Surplus Property program conducts approximately twenty (20) surplus furniture auctions and two (2) surplus automobile/heavy equipment auctions per year within Lancaster County. Occasionally surplus furniture auctions are held outside Lancaster County at various locations within the State of Nebraska. A Nebraska Motor Vehicle Auction Dealer's License, is required, in accordance with Neb. Rev. Stat. Section 60-1401.02., for auctions that include titled vehicles. The State may also sell titled vehicles on behalf of other political subdivisions at surplus vehicles/heavy equipment auctions. These consignment sales occur on an occasional basis and usually are limited to a few vehicles. The number of auctions conducted annually are approximate and not to be construed to be a minimum or maximum.

B. BUSINESS REQUIREMENTS

AS Surplus Property will prepare the auction site and the items to be sold for the auction. All items will be identified with lot numbers assigned by the State. The Contractor will register bidders, conduct the auction, record all sales transactions, collect all payments, report and pay sales taxes and provide the State with auction proceeds and detailed reports. The Contractor will submit all invoices for State approved charges incurred to AS Surplus Property within five (5) business days after the completion of the auction. The sales data and reports shall be forwarded at the same time that the final auction report and state check distribution is made. The State will not pay invoices for subcontracted vendors for work required within this agreement. The only fees authorized for deduction from the gross sales at an auction are the Contractor fees in accordance with the Cost Proposal.

1. Additional requirements in the submission of responses for the RFP are as follows:
 - a. The bidder must provide a photocopy of their Nebraska Auctioneers License;
 - b. The bidder must provide a photocopy of their Nebraska Vehicle Auction dealer's license;
 - c. The bidder must provide two (2) references for vehicle/equipment auctions conducted within the past two (2) years with a minimum of \$1,000,000 in gross sales for both auctions. Reference information must include a primary point of contact for the auction conducted, a general summary of the number of pieces and types of equipment sold as well as gross sales figures;
 - d. The bidder must also provide largest gross sales dollar figure for one (1) auction referencing the above, as identified in c;
 - e. The bidder must submit two (2) references for any other type of auction, not to be duplicated with the above, for an auction conducted within the past two (2) years with a minimum of \$25,000 in gross sales; within five business days after bid opening. Reference information must include a primary point of contact for the auction conducted, a general summary of number of pieces and types of equipment sold as well as gross sales figures;

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. The Contractor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

C. SCOPE OF WORK

1. All items shall to be sold through an open competitive bidding process.
2. Items to be sold, will be provided by the State through or in coordination with AS State Surplus Property. These items will be from State agencies, boards and commissions. Occasionally there may be a few consignments of titled vehicles from other Nebraska political subdivisions included in State vehicle/heavy equipment auctions.
3. Auctions are to be scheduled on dates and at times acceptable to both the State of Nebraska and the Contractor. Auction dates may not be changed without prior approval of the AS Surplus Property Manager. The Contractor is expected to make every reasonable attempt possible to meet the scheduling needs of the State when auction dates are being identified, approved or changed. The State reserves to change the auction schedule as needed. Reference Table 1, below, for current scheduled auction dates.

Table 1

Auction Date	Public Viewing Date	Type of Auction
2019 Remaining Schedule		
August 10, 2019	August 9, 2019	Electronics/Furniture
September 15, 2019	September 13, 2019	Electronics/Furniture
October 6, 2019	October 4, 2019	Electronics/Furniture
October 19, 2019	October 17-18, 2019	AUTO AUCTION
November 9, 2019	November 8, 2019	Electronics/Furniture
December 7, 2019	December 6, 2019	Electronics/Furniture
2020 Schedule		
January 11, 2020	January 10, 2020	Electronics/Furniture
February 8, 2020	February 7, 2020	Electronics/Furniture
March 7, 2020	March 6, 2020	Electronics/Furniture
April 4, 2020	April 3, 2020	Electronics/Furniture
May 2, 2020	May 1, 2020	Electronics/Furniture
May 16, 2020	May 14-15, 2020	AUTO AUCTION
June 6, 2020	June 5, 2020	Electronics/Furniture
July 11, 2020	July 10, 2020	Electronics/Furniture
August 1, 2020	July 31, 2020	Electronics/Furniture
September 5, 2020	September 4, 2020	Electronics/Furniture

4. All property is to be sold using the AS Surplus Property assigned Lot Numbers. The Lot Number, a brief description of the item(s), the Bidder Number for the successful bidder and the sale price must all be clearly and accurately recorded.
5. If during an auction, after reasonable attempts have been made by the Contractor to secure an opening bid for an item or Lot, and no bids of \$10.00 or higher have been offered, the auctioneer will announce the item as a "No Sale" and the item or lot is to be recorded.
6. The combining of Lots and offering them for sale as a group is prohibited.
7. The purchase of items by the Contractor Service, Contractor employees, subcontractors, subcontractor's employees to the Contractor, for the purpose of resale is prohibited.
8. Everything will be sold to the highest bidder on an "AS IS, WHERE IS" basis, **WITH ABSOLUTELY NO GUARANTEES MADE OR IMPLIED**. All purchases are made at the bidder's risk.
9. Once an item or items have been declared "sold", no sale prices will be discounted. All sales are final.
10. No opening bids for under ten dollars (\$10.00) will be accepted and no item (lot) will be sold for less than ten dollars (\$10.00). The State reserves the option to revise the minimum reserve.
11. No items will be offered with a reserve unless approved by the AS Surplus Property Manager. The Contractor will announce at the time of the sale there is a reserve.
12. Prior to each auction, the Contractor and will be required to do one (1) on site review of all items to be sold during office hours observed by AS Surplus Property. This review should take place no later than fourteen (14) working days prior to the auction date.
13. The Contractor shall not sell, assign, transfer or convey any interest in the contract, in whole or in part, without prior written consent of the State of Nebraska.

D. ADVERTISING

1. Advertising will be at the Contractor Service's expense. The invoice for this required advertising does not need to be submitted to AS Surplus Property since this fee is the total responsibility of the Contractor. Each auction is to be advertised by the Contractor in the Lincoln Journal Star and Omaha World-Herald newspapers the Sunday preceding the sale. This ad is to also appear in both papers the Friday immediately preceding the sale/auction date. The Contractor will also advertise via one of the following Social Media platforms (Facebook, Instagram, or Twitter). Any additional advertising must be reviewed and approved in writing by the AS Surplus Property Manager prior to publication.
2. Proof of advertising is required and must be presented to AS Surplus Property with the final auction report no later than five (5) business days after the auction. The proof should be the actual page "cut out" of the newspaper with the date, and a screen shot of the social media post with a date/time stamp available for review. The advertisement size must be a minimum of 1 column x 3". Any requests by the auctioneer service to make adjustments to this size requirement must be submitted in writing to and approved by the AS Surplus Property Manager.
3. The Contractor shall prepare an original copy of a suitable flyer for each auction. This "original flyer" will be provided to AS Surplus Property in a PDF format a minimum of fourteen (14) business days prior to the scheduled auction date. The form, format and content of the flyer must be appropriate for use on a government website and is subject to the approval of the AS Surplus Property Manager. This flyer will be posted to the AS Surplus Property website and Facebook Page by Administrative Services staff prior to the auction.
4. The Contractor must maintain an updated website which is accessible to the general public. A copy of the auction flyer and photo show shall be posted on that website no later than fourteen (14) business days prior to the auction.
5. **Advertising for Vehicle/Heavy Equipment Auction (Outside Auction):**
 - a. The Contractor must also post additional pictures of items to be sold in the form of a "photo show" on their website, which will depict the majority of the items to be sold. The auctioneer is to begin posting pictures on their web site six (6) weeks prior to the auction date. Understanding additional items to be sold will be arriving at the Surplus Sales Lot during this time period, a finalized complete version the "photo show" is to be posted on the auctioneer's web site, fourteen days (14) days prior to the auction date for the inside auction.
6. **Advertising for Furniture Auction (Inside Auction):**
 - b. The Contractor must maintain an updated website and a copy of the flyer along with a photo show of items for auction must be available to the public on that website a minimum of fourteen (14) business days prior to the scheduled auction date.

E. STAFFING

1. The Contractor must provide sufficient staff to complete bidder registration quickly and efficiently. Having no more than five (5) bidders waiting in each registration line for more than ten (10) minutes.
 - a. Each registration record shall include the bidder's printed name and signature, address, telephone number, bidder number and provide for optional email address. If the Contractor has other safety requirements they want to include in the registration process, those must be submitted to the Surplus Property Manager for approval prior to implementation.
 - b. The Contractor must provide sufficient staff to collect and process all bidder payments. The wait lines should not have more than five (5) bidders waiting in each line for more than ten (10) minutes.
2. **Additional staffing requirements for Vehicle/Heavy Equipment (Outside Auction):**
 - a. The Contractor shall provide at a minimum: Two (2) auctioneers, ten (10) experienced clerks, eight (8) ring persons and eight (8) vehicle drivers (including driver coordinator). Any exceptions to this minimum requirement must be pre-approved by AS Surplus Property Manager.
 - b. The Contractor shall provide sufficient staff and equipment to operate two (2) separate sale rings; one (1) for passenger vehicles and light trucks in drivable condition and one (1) for heavy equipment, trucks, tractors and other items. While the rings may begin the selling at different times, they will operate simultaneously for the majority of the auction. The requirement for announcements to be given prior to each auction shall apply to both of these rings.
 - c. The Contractor shall provide staff for the purpose of driving vehicles through the sales ring for passenger vehicles and light duty trucks when they are being sold. The number of drivers is specified above and may be changed with the approval of the AS State Surplus Property Manager. In addition the Contractor is to provide at least one person to coordinate the activities of the drivers and ensure vehicles are sent to the ring in as close to lot number order as is reasonably possible. All drivers must be able to safely operate a wide variety of vehicles and vehicle types in an auction setting and have current valid driver's licenses the day of the auction.

F. REPORTING

1. **Auction Summary Report**

This report will be provided by the Contractor to the AS Surplus Property after the auction has concluded and before leaving the auction site. This report shall include at a minimum the total number of Lots offered to bidders, the total number of Lots sold and the total number of Lots for which no bids were received (no sales). The Report shall also include the total number of registered bidders.

 - a. All reports and supporting documents of all auctions containing detailed records of auction proceedings shall become the property of the State of Nebraska.
 - b. All required reports and copies of supporting documents will be made available to the State in electronic format upon request by AS Surplus Property.
2. **Electronic Auction Results Report**

Within two (2) business days of the completion of an auction, the Contractor is to provide AS Surplus Property with the following information electronically using a format approved by the AS Surplus Property Manager:

 - a. Listing of all lots sold and description information in Excel format.
 - b. Auction Financial Summary Page (Gross receipts minus allowable fees per Cost Proposal equals net receipts) in Excel format.
 - c. Complete Bidder List in Bidder Number Order in PDF format.
3. **Auction Final Report (Electronic) and Payment of Net Receipts**

Within five (5) business days after the completion of either a Vehicle/Heavy Equipment or a Furniture auction, an electronic Auction Final Report and a payment in full for the net receipts (gross receipts minus allowable fees established by the Cost Proposal) shall be provided to the State. Any adjustment to this timeframe must be approved by the Surplus Property Manager and will be limited to a maximum of five (5) additional business days only.

The Auction Final Report (Electronic) shall include:

- a. The Auction Financial Summary Page;
- b. Complete list of registered bidders in Bidder Number order;
- c. Copies of proof of advertising as required in this document.

G. PAYMENTS

The Contractor is responsible for the collection of bidder payments and for the collection, reporting and payment of sales tax as required by State law. The total amount due to the State as proceeds may not be reduced by the contractor service to offset any bidder payments which are pending or uncollectable.

1. The Contractor assumes liability for all forms of payment accepted by the Contractor for items sold. No additional credit card processing charges can be charged to the auction bidders. The Contractor should make reasonable efforts to have a variety of payment options available at auctions. The Contractor is responsible for notifying the AS Surplus Property Manager immediately of any disputes regarding sales of items or disputes regarding payment.
2. The Contractor will assume all responsibility for unpaid amounts due when merchandise is removed from the auction site, or when insufficient funds checks from bidders are received. Payment to the State for the total amount of the gross receipts minus the appropriate fee from the Cost Proposal is required. Adjustments to this amount for unpaid transactions when the merchandise is removed from the auction site or insufficient funds checks received by the Contractor are not permitted. AS Surplus Property is the sole authority in determining disposition of items which are sold but not claimed by the bidder. Such items retained by the State of Nebraska may be sold at a later date.
3. Payment shall be in the name of "The State of Nebraska" and will be submitted to AS Central Services 1526 K Street, Suite 240, Lincoln, NE 68508-2732.

H. MINIMUM REQUIREMENTS FOR VEHICLE/HEAVY EQUIPMENT AND FURNITURE AUCTIONS

The following services for the State of Nebraska Surplus Property auctions shall be performed by the Contractor as essential elements of the contract:

1. The Contractor will provide complete and accurate bidder registration, recording of all transactions (sales and no-sales), assist in handling/display of items being sold and perform cashier duties in a professional and accurate manner.
2. While conducting the auctions, when describing items to be sold, the Contractor must demonstrate general knowledge of a majority of items typically owned by state government and must demonstrate substantial knowledge of:
 - a. Passenger automobiles and trucks;
 - b. Heavy construction equipment including dump trucks, loaders, tractors, etc.
 - c. Office furnishings;
 - d. Computers and electronics of all types.
3. The Contractor will conduct simultaneous live internet and phone bidding for auctions. No additional fees will be charged to the State.

The Contractor will be required to provide a professional quality sound system to be approved by the AS Surplus Property Manager. This sound system must provide adequate service so bidders and others attending the auctions are able to reasonably be aware of sales transactions as they occur and hear instructions from the contractor. The entire sound system shall be a standalone system and be contained within the auction facility for the inside auction.

The Outside auction will require a professional quality sound system to be approved by the Surplus Property Manager. A separate sound system will be needed for the Vehicle Auction ring and a separate system for the Heavy Equipment ring.

4. At the beginning of each auction, the Contractor is required to make the following announcement that all items are sold "as is, where is" with no guarantees or warranties real or implied, and that all items sold, if not removed by the date and time established by the AS Surplus Property Manager. The State of Nebraska is not responsible for damaged, lost or stolen items. Any item not removed will be disposed of in a manner determined by the AS Surplus Property Manager to be in the best interests of the State, including the possibility of resale.
5. The Contractor, with minimal exceptions, is to sell items in lot order number as established by AS Surplus Property. Significant deviation from lot order number must be approved by the AS State Surplus Property Manager. There will be no manufactured bids. Straw, shill and falsely represented opening bids are expressly prohibited. Each item being sold will be announced by the auctioneer at the time of its sale, including the item's lot number and a brief description. After pronouncing each item sold, the Contractor will repeat the dollar amount and the bidder number for that item.

6. The Contractor must maintain an updated website which is accessible to the general public. A copy of the auction flyer and photo show shall be posted on that website no later than fourteen (14) business days prior to the auction.

I. VEHICLE / HEAVY EQUIPMENT AUCTION (OUTSIDE AUCTION) REQUIREMENTS

1. The contractor service shall meet with the AS Surplus Property Manager at Surplus Property on a mutually agreed upon date and time during established Surplus Property business hours, for a pre-auction walk-through review of heavy equipment to be sold. The purpose of this walk-through review is to provide the contractor service with any additional information available to Surplus Property regarding the condition of the equipment. The auction service representative shall be either an auctioneer or experienced ring person who will be present and participating in the sale of the heavy equipment the day of the auction. The date of the walk-through review shall be no more than fourteen days (14) prior to the sale unless otherwise agreed upon by the AS Surplus Property Manager.
2. The Contractor must also post additional pictures of items to be sold in the form of a "photo show" on their website, which will depict the majority of the items to be sold. The auctioneer is to begin posting pictures on their web site six (6) weeks prior to the auction date. Understanding additional items to be sold will be arriving at the Surplus Sales Lot during this time period, a finalized complete version the "photo show" is to be posted on the auctioneer's web site, two (2) weeks prior to the auction date for the inside auction.
3. The Contractor will arrange and pay for the provision of three (3) portable toilets for the day of the auction. These units and their locations must be approved by the AS Surplus Property Manager.
4. The Contractor will provide competent security personnel in order to protect the vehicles and equipment from theft or vandalism from 8:00am to 4:30PM on Thursday and Friday prior to the auction, and from 7:30AM until the gates to AS Surplus Property are closed after the auction is completed on Saturday.
5. The Contractor is responsible for the forwarding of all titles, sales tax statements, odometer statements, and disclaimers. Titles for all sales transactions shall be sent to the successful bidder of record no later than fifteen (15) business days after the completion of the auction.

J.

TECHNICAL REQUIREMENTS

For the following technical requirements, provide a bidder response explaining how each requirement will be met. These requirements must be responded to and submitted with the proposal response.

1	Describe bidder's approach to conducting auctions and describe the level of professionalism that will be provided. Bidder Response:
2	Provide a detailed description of the professional sound system for inside auctions and for outside auctions with the capability of running multiple rings simultaneously. Bidder Response:
3	Describe bidder's permanent employee roster and how many subcontractors are needed for auction assistance on average. Bidder Response:
4	Describe bidder's advertising experience and provide one auction advertising example. Bidder Response:
5	Describe bidder's marketing approach on how to reach as many potential auction bidders as possible. Bidder Response:
6	Describe bidder's auction system and provide information on their online auction service. Bidder Response:
7	Describe bidder's business practices for reports of sale and provide one example. Bidder response:
8	Describe bidder's use of social media technology and how it will be used to attract and communicate with customers. Bidder Response:
9	Describe bidder's business practices on payments will be collected and sales taxes remitted. Bidder Response:
10	Describe bidder's auction site security practices. Bidder Response:
11	Provide one example of a situation that lead to outstanding customer service. Bidder Response:
12	Describe two examples of how the bidder provided customer service to an upset customer ultimately leading to a positive outcome for the customer. Bidder Response:

K. STATE OF NEBRASKA REQUIREMENTS FOR AUCTIONS COMPLETED AT AS SURPLUS PROPERTY:
The following are the responsibilities of the State of Nebraska associated with auctions completed at AS Surplus Properties:

1. Provide auction site, including ample public parking, and sufficient space for conducting the auction.
2. Provide support staff for starting vehicles to be sold on the day of the auction.
3. Provide clear titles and all appropriate title documents, free of encumbrances, as pertains to any surplus property to be auctioned in sufficient time prior to auction date.
4. The State reserves the right to add or withdraw any item or lot prior to the time the item is offered for sale by the Contractor.

L. DELIVERABLES

Each auction performed shall be considered an individual project. The deliverable for each project shall be the successful completion of all requirements detailed in the Scope of Work culminating with the payment of auction proceeds to the State and the submission of the corresponding auction Final Report to AS Surplus Property.

VI. PROPOSAL INSTRUCTIONS

This section documents the requirements that should be met by bidders in preparing the Technical and Cost Proposal. Bidders should identify the subdivisions of "Project Description and Scope of Work" clearly in their proposals; failure to do so may result in disqualification. Failure to respond to a specific requirement may be the basis for elimination from consideration during the State's comparative evaluation.

Proposals are due by the date and time shown in the Schedule of Events. Content requirements for the Technical and Cost Proposal are presented separately in the following subdivisions; format and order:

A. PROPOSAL SUBMISSION

1. CORPORATE OVERVIEW

The Corporate Overview section of the Technical Proposal should consist of the following subdivisions:

a. BIDDER IDENTIFICATION AND INFORMATION

The bidder should provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), state in which the bidder is incorporated or otherwise organized to do business, year in which the bidder first organized to do business and whether the name and form of organization has changed since first organized.

b. FINANCIAL STATEMENTS

The bidder should provide financial statements applicable to the firm. If publicly held, the bidder should provide a copy of the corporation's most recent audited financial reports and statements, and the name, address, and telephone number of the fiscally responsible representative of the bidder's financial or banking organization.

If the bidder is not a publicly held corporation, either the reports and statements required of a publicly held corporation, or a description of the organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information, should be submitted in such a manner that proposal evaluators may reasonably formulate a determination about the stability and financial strength of the organization. Additionally, a non-publicly held firm should provide a banking reference.

The bidder must disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization, or state that no such condition is known to exist.

The State may elect to use a third party to conduct credit checks as part of the corporate overview evaluation.

c. CHANGE OF OWNERSHIP

If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, the bidder should describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded contractor(s) will require notification to the State.

d. OFFICE LOCATION

The bidder's office location responsible for performance pursuant to an award of a contract with the State of Nebraska should be identified.

e. RELATIONSHIPS WITH THE STATE

The bidder should describe any dealings with the State over the previous four (4) years. If the organization, its predecessor, or any Party named in the bidder's proposal response has contracted with the State, the bidder should identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

f. BIDDER'S EMPLOYEE RELATIONS TO STATE

If any Party named in the bidder's proposal response is or was an employee of the State within the past four (4) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

If any employee of any agency of the State of Nebraska is employed by the bidder or is a subcontractor to the bidder, as of the due date for proposal submission, identify all such persons by name, position held with the bidder, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the bidder may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.

g. CONTRACT PERFORMANCE

If the bidder or any proposed subcontractor has had a contract terminated for default during the past ten (10) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder or litigated and such litigation determined the bidder to be in default.

It is mandatory that the bidder submit full details of all termination for default experienced during the past ten (10) years, including the other Party's name, address, and telephone number. The response to this section must present the bidder's position on the matter. The State will evaluate the facts and will score the bidder's proposal accordingly. If no such termination for default has been experienced by the bidder in the past ten (10) years, so declare.

If at any time during the past ten (10) years, the bidder has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting Party.

h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

The bidder should provide a summary matrix listing the bidder's previous projects similar to this solicitation in size, scope, and complexity. The State will use no more than three (3) narrative project descriptions submitted by the bidder during its evaluation of the proposal.

The bidder should address the following:

1. Provide narrative descriptions to highlight the similarities between the bidder's experience and this solicitation. These descriptions should include:
 - a) The time period of the project;
 - b) The scheduled and actual completion dates;
 - c) The bidder's responsibilities;
 - d) For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and
 - e) Each project description should identify whether the work was performed as the prime contractor or as a subcontractor. If a bidder performed as the prime contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.

Bidder and subcontractor(s) experience should be listed separately. Narrative descriptions submitted for subcontractors should be specifically identified as subcontractor projects.

If the work was performed as a subcontractor, the narrative description should identify the same information as requested for the bidders above. In addition, subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a subcontractor.

i. SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH

The bidder should present a detailed description of its proposed approach to the management of the project.

The bidder should identify the specific professionals who will work on the State's project if their company is awarded the contract resulting from this solicitation. The names and titles of the team proposed for assignment to the State 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 bidder should provide resumes for all personnel proposed by the bidder to work on the project. The State will consider the resumes as a key indicator of the bidder's understanding of the skill mixes required to carry out the requirements of the solicitation in addition to assessing the experience of specific individuals.

Resumes should not be longer than three (3) pages. Resumes should include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address, and telephone number) who can attest to the competence and skill level of the individual. Any changes in proposed personnel shall only be implemented after written approval from the State.

j. SUBCONTRACTORS

If the bidder intends to subcontract any part of its performance hereunder, the bidder should provide:

- i. name, address, and telephone number of the subcontractor(s);
- ii. specific tasks for each subcontractor(s);
- iii. percentage of performance hours intended for each subcontract; and
- iv. Total percentage of subcontractor(s) performance hours.

2. TECHNICAL APPROACH

The technical approach section of the Technical Proposal should consist of the following subsections:

- a. Section V.J. Technical Requirements.

Form A
Contractor Proposal Point of Contact
Request for Proposal Number 6154 Z1

Form A should be completed and submitted with each response to this solicitation. This is intended to provide the State with information on the contractor's name and address, and the specific person(s) who are responsible for preparation of the contractor's response.

Preparation of Response Contact Information	
Contractor Name:	
Contractor Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

Each contractor should also designate a specific contact person who will be responsible for responding to the State if any clarifications of the contractor's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Communication with the State Contact Information	
Contractor Name:	
Contractor Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

Form B
Notification of Intent to Attend Pre-Proposal Conference
Request for Proposal Number 6154 Z1

Contractor Name:	
Contractor Address:	
Contact Person:	
E-mail Address:	
Telephone Number:	
Fax Number:	
Number of Attendees:	

The "Notification of Intent to Attend Pre-Proposal Conference" form should be submitted to the State Purchasing Bureau via e-mail (as.materielpurchasing@nebraska.gov), hand delivered or US Mail by the date shown in the Schedule of Events.

Form C
Final Checklist
Request for Proposal Number 6154 Z1

Please enclose this checklist with your proposal.

Mandatory Requirements - defined in Section II - J		
_____	1	Request For Proposal For Contractual Services form, signed in ink.
_____	2	Cost Proposal.
_____	3	Provided a photocopy of the Nebraska Vehicle Auction dealer's license.
_____	4	Provided two (2) references for vehicle/equipment auctions conducted within the past two years with a minimum of \$1,000,000 in gross sales for both auctions. Reference information must include a primary point of contact for the auction conducted, a general summary of the number of pieces and types of equipment sold as well as gross sales figures.
_____	5	Provided two (2) references for any other type of auction, not to be duplicated with the above (#4), for an auction conducted within the past two years with a minimum of \$25,000 in gross sales. Reference information must include a primary point of contact for the auction conducted, a general summary of number of pieces and types of equipment sold as well as gross sales figures.
_____	6	Provided largest gross sales dollar figure (for one auction) referencing # 4 above.
_____	7	Largest gross sales dollar figure (for one auction) referencing #5 above.
_____	8	Cost Proposal.

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

CONTRACTOR MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the procedures stated in this Solicitation, and agrees to the terms and conditions unless otherwise indicated in writing and certifies that contractor maintains a drug free work place.

Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

_____ NEBRASKA CONTRACTOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this Solicitation.

_____ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. § 73-107 and wish to have preference, if applicable, considered in the award of this contract.

_____ I hereby certify that I am a blind person licensed by the Commission for the Blind & Visually Impaired in accordance with Neb. Rev. Stat. §71-8611 and wish to have preference considered in the award of this contract.

FORM MUST BE SIGNED USING AN INDELIBLE METHOD (NOT ELECTRONICALLY)

FIRM:	
COMPLETE ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	
DATE:	
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	

ADDENDUM TWO QUESTIONS and ANSWERS

Date: October 28, 2019

To: All Bidders

From: Dianna Gilliland/Annette Walton, Buyers
AS Materiel State Purchasing Bureau

RE: Addendum for Request for Proposal Number RFP Number 6154 Z1 to be opened November 8, 2019, at 2:00 P.M. Central Time.

Questions and Answers

Following are the questions submitted and answers provided for the above mentioned Request for Proposal. The questions and answers are to be considered as part of the Request for Proposal. It is the Bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

<u>Question Number</u>	<u>RFP Section Reference</u>	<u>RFP Page Number</u>	<u>Question</u>	<u>State Response</u>
1			We would like to request the most recent accepted contract and proposal for this project. How can we acquire these documents?	The current contract is available on State Purchasing's website: http://www.nebraska.gov/das/materiel/purchasing/contract_search/index.php Contract # 65142
2			Will you consider online only auction for this RFP?	No, the State will not consider online only auctions at this time
3			Do you have historical data for the number of Electronic lots, Furniture lots and Vehicle lots that were sold in the past two years and the dollar amounts for each asset type?	Refer to the attached 2017 – 2019 Sales Charts.
4			Would you consider one auction company for furniture and electronic lots and one for vehicle/heavy equipment?	Yes, per Section I.Z., multiple contracts can be awarded if this in the State's best interest.
5			We understand that you are willing to make multiple awards and/or to award a contract by individual categories, multiple categories or aggregate award. Will we receive a lower overall score if we only bid on the categories	The scoring is reflective of the RFP requirements with the intent for a single award. However, per Section I.Z. multiple contracts can be awarded if this in the State's best interest.

			we want to participate in?	
6			<p>What is the average number of units and dollars sold at auction/year for:</p> <p>a. Light Duty – up to and including vehicles classified as 1 ton.</p> <p>b. Heavy Equipment.</p>	Refer to the attached 2017 – 2019 Sales Charts.
7			Will seizure property by the county be included in this RFP?	No. County property isn't included.
8			Will the State of Nebraska allow the successful bidder/offeror to sell solely in an online format?	Refer to the answer for Question #2.
9			If the successful bidder/offeror is allowed to utilize online format only sell up to two times a month in an online format?	Refer to the answer for Question #2.
10			If the successful bidder/offeror is allowed to utilize online format only does State of Nebraska have preference of selling at our holding yard or off Lancaster County property?	Refer to the answer for Question #2. All State Property is to be sold at Surplus Property unless approved by the Surplus Property Manager.
11			Is there a cooperative agreement to this contract?	Yes, there is a cooperative contract set up with GovDeals, Inc. http://www.nebraska.gov/das/materiel/purchasing/contract_search/index.php Contract #: 83314
12			We understand that there can be not graduated charges (commission) charged by the auctioneer to the state. Can we charge a fee to the buyer's for credit card use, and/or services fees from internet providers?	No, an additional fee can't be charged to the buyer's for credit card use and/or services fees from internet providers.
13			<p>Please clarify the security guard requirements,</p> <p>Does it have to be a contracted employee of a security company?</p>	<p>RFP Section V.I.4. is hereby superseded and replaced with the following:</p> <p>"The Contractor will provide competent security personnel in order to protect the vehicles and equipment from theft or vandalism from 8:00am to 4:30PM on</p>

			<p>DO they have to be armed?</p> <p>What auctions require security and for how many hours?</p>	<p>Thursday and Friday prior to the auction, and from 7:30 AM until the gates to AS Surplus Property are closed after the auction is completed on Saturday. The Security Guard will need to be an employee of a Security Company or be an Off Duty Police Officer. The Security Company Employee must be in a Uniform identifying them as a Security Guard. The Off Duty Police Officer must also be in uniform. The security guards don't need to be armed. However, if they are armed, they will need to provide certificates of training and the appropriated licenses/permits."</p> <p>The Security is only for the specified time periods indicated for the Auto and Equipment Auctions. There is no security requirement for the electronics and furniture Auctions.</p>
14			<p>Is there a reason to have a minimum bid on anything? Selling an item for \$1.00 is better than paying expense to throw in dumpster.</p>	<p>Yes, AS Surplus needs to cover the associated costs of the item.</p>
15			<p>Can there be a strict cut-off time for all items to be guaranteed to be on the Auction? If done, it will eliminate many issues/problems w/Public Attending the Auctions.</p>	<p>Yes, there is a cutoff date established for State Agencies and Political Sub-Division for sales. Currently, AS Surplus has an established two week deadline prior to the Auction. However, AS Surplus can adjust timelines as needed.</p>
16			<p>If you have minimum bids- and an item or 2 of like kind do not sell – is there an option to bundle the items to sell at a lower price than the minimum. This is a typical auction solution for "No Sales".</p>	<p>No, the minimum is the lowest price. Lots cannot be combined due to accountability and accounting reasons.</p>
17			<p>Could the State consider a cutoff date for removing items from the published catalog – 6 week posting – cutoff removal from the auction for another state or county entity to 3 weeks prior to the auction event?</p>	<p>See answer for question 15.</p>
18			<p>Would the State purchasing department consider a credit card cost to the buyer of 2.8% at no cost to state?</p>	<p>Refer to answer for Question 12.</p>

19			<p>Each item receives a number upon arrival at your facility – do you list on an Excel spreadsheet or some type of spreadsheet that could be utilized by the Auction Company?</p>	<p>Assets are listed on an Excel spreadsheet when submitted from the Agencies. However, the item descriptions are normally not very detailed and sometimes vague. AS Surplus can provide a copy of the list as they become available.</p>
20	Section V.B.		<p>The RFP, under "BUSINESS REQUIREMENTS" B.1.a. states "The bidder must provide a photocopy of their Nebraska Auctioneers License;" and b. states "The bidder must provide a photocopy of their Nebraska Vehicle Auction dealer's license;". We do not currently have a Nebraska Auctioneers License or a Nebraska Automotive Dealers License due to us not having an "established place of business" in Nebraska as defined in the Motor Vehicle Industry Regulation Act § 60-1401.15. We conduct all auctions online and the asset being sold remains at the seller's location until it is sold and picked up by the buyer.</p> <p>If we are not able to obtain a "Nebraska Auctioneers License" or a Nebraska Automotive Dealers License, are these requirements able to be waived?</p> <p>If the requirements are not able to waived what do we need to do to meet these requirements?</p>	<p>Section V.B.1.a. is hereby deleted in its entirety.</p> <p>However, Section V.B.1.a. is required to be met per Neb. Rev, Stat. Section 60-1401.02</p>
21			<p>The cost proposal specifies there should be no percentages listed, only actual dollar amounts. If the amount to the seller is 0% (ie \$0), but the amount to the buyer is a % based on the auction price of the asset, is that acceptable? % to buyer is listed in our terms and conditions, which buyers must agree to in order to bid.</p>	<p>No, percentage based additional fees can't be passed to the buyer.</p>
22			<p>For online auctions can smaller items be combined into one larger lot as long</p>	<p>If the lots are for the same agency then they can be combined. Lots from different agencies can't be combined.</p>

			as it is agreed to by the DAS Surplus Employee?	
23			Line Item #7 Indicates Bid Opening is 11-8 at 2:00PM. What is the deadline for bid submission?	Per Section I.C.7., submitted bids are required to be checked in and date/time stamped by State Purchasing Bureau's front desk by the Proposal Opening.
24			On page 23 under insurance requirements, please confirm if all states insurance coverages are required, or if this is a general list. If it is a general list for all contractors, please state the exact requirements for the auction company.	The insurance coverage the awarded contractor is required to maintain for the life of the contract is specifically listed in Section III.G.
25			Would it be possible to either email me or post the powerpoint presentation that Cody went through last week at the pre-proposal meeting?	Attached is a copy of the PowerPoint presentation.

This addendum will become part of the proposal and should be acknowledged with the Request for Proposal response.



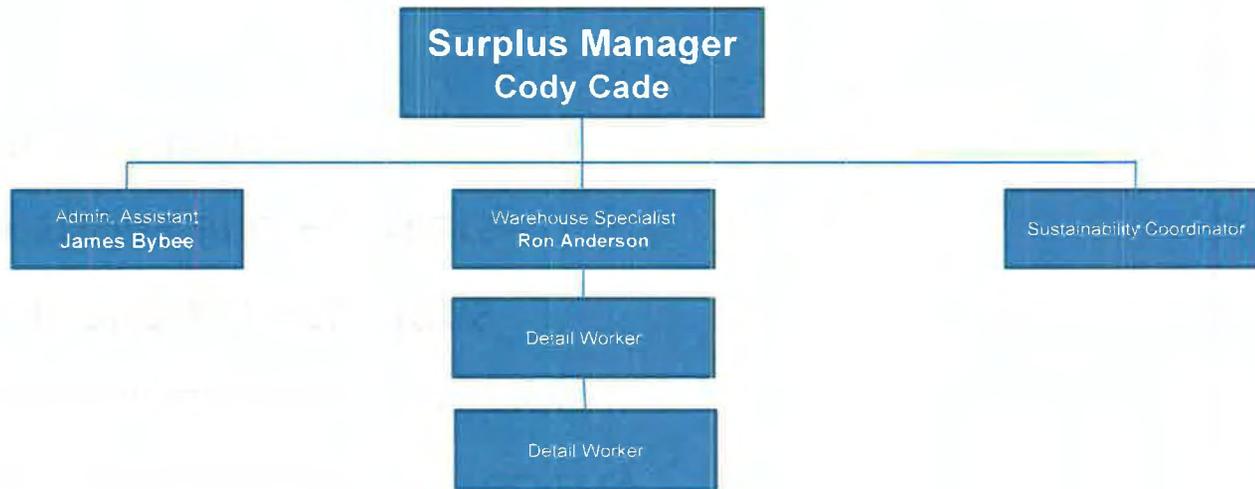
STATE OF NEBRASKA AUCTIONEER RFP CONFERENCE

AGENDA

- Overview of Surplus Property
- Historical data on Auctions
- Goals and expectations
- Questions and Answers
- Tour of facility



SURPLUS PROPERTY STAFF



SURPLUS MANAGER

- **Oversee day to day operations of Surplus Property**
- **Manage Surplus Workflow**
- **Coordinate with Agencies and Political Subdivisions on the Purchase and disposal of Assets**
- **Approve all Surplus functions in Onbase**
- **Manage asset listing on GovDeals website**
- **Coordinate with contracted Auction service**
- **Coordinate with recycling vendors**



ADMIN ASSISTANT

- Process Online reports of sale
- Process Live Auction reports of sale
- Coordinate with Agencies on delivery schedule
- Assist Agencies with surplus documents
- Provide training to coordinators as necessary
- SME for OnBase and Enterprise One
- Process all bills and invoices



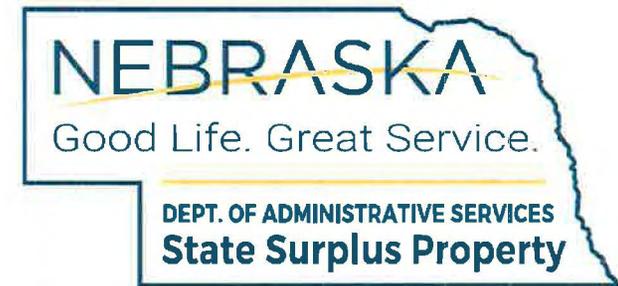
WARHOUSE SPECIALIST

- Coordinate with Agencies on Pickup of surplus
- Oversee Detail Workers
- Manage warehouse space
- Verify and reconcile documents
- Oversee building maintenance needs
- Deliver Assets purchased by Agencies from Surplus



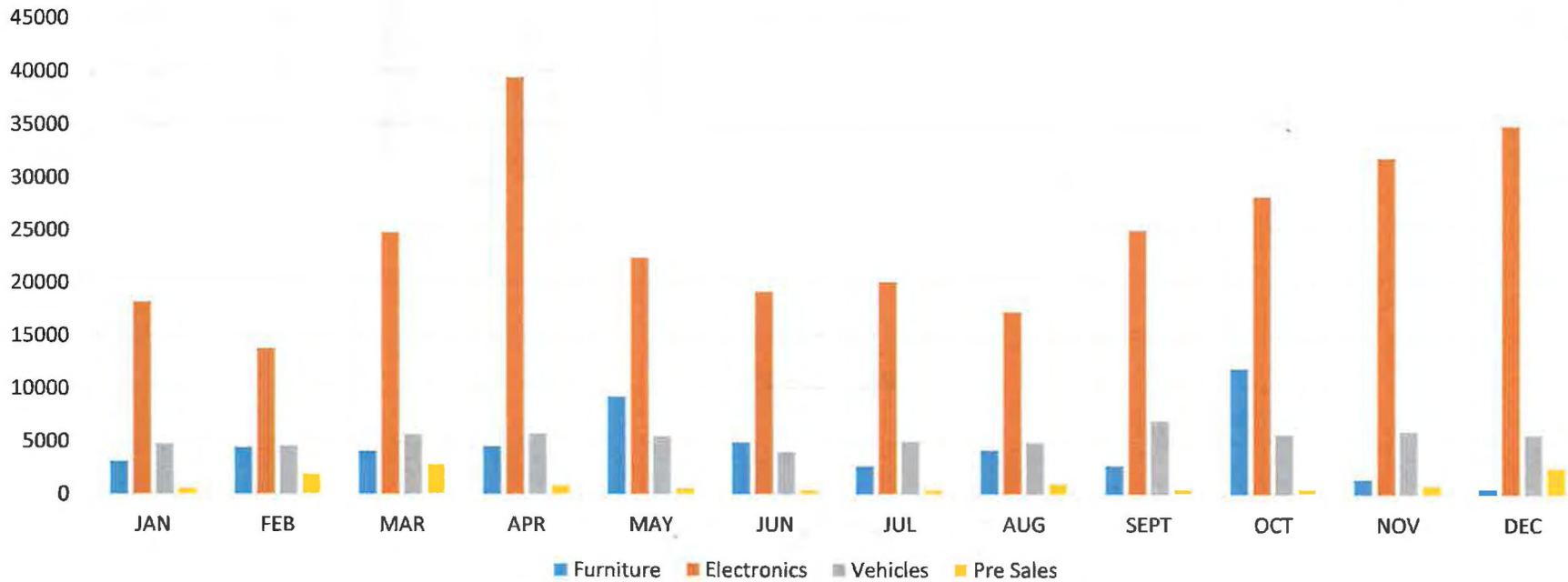
SUSTANABILITY COORDINATOR

- Process all recycling reports of sale
- Coordinate with Agencies on recycling pick ups
- Coordinate with Agencies on recycling needs
- Coordinate with recycling vendors to reconcile weight tickets
- Assist with warehouse functions
- Assist with pick ups and deliveries of assets



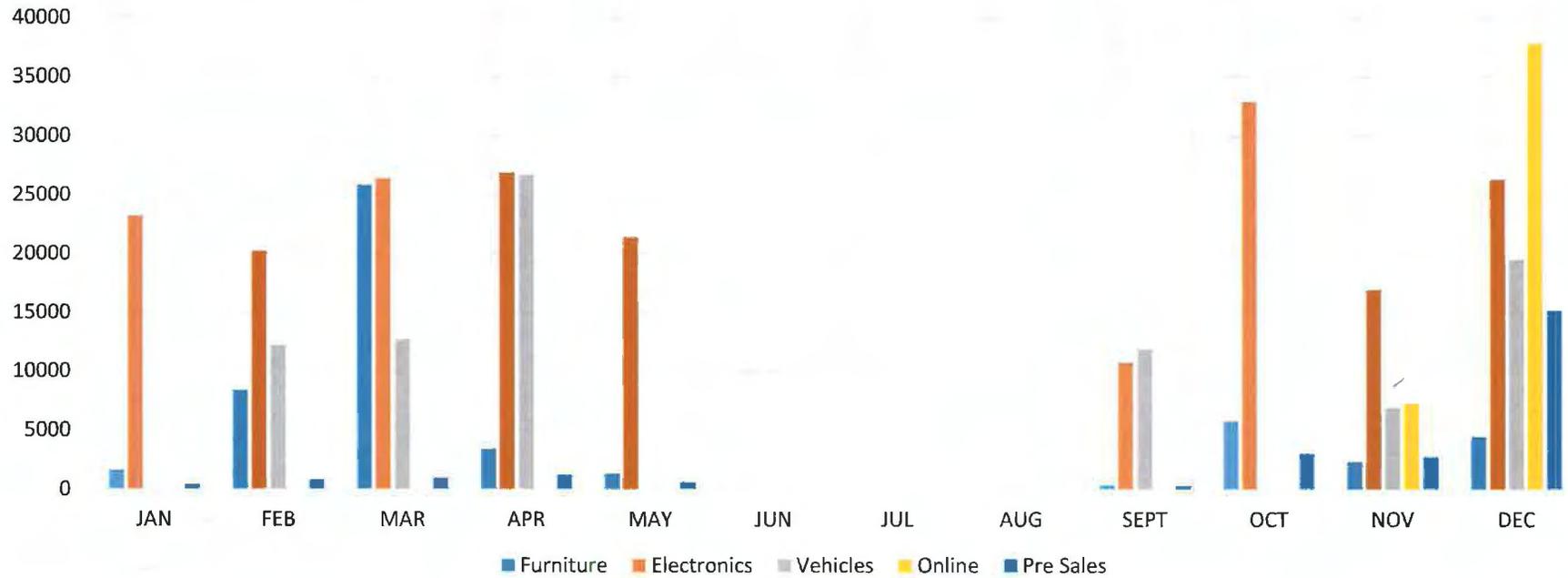
2017 Sales

Chart Title



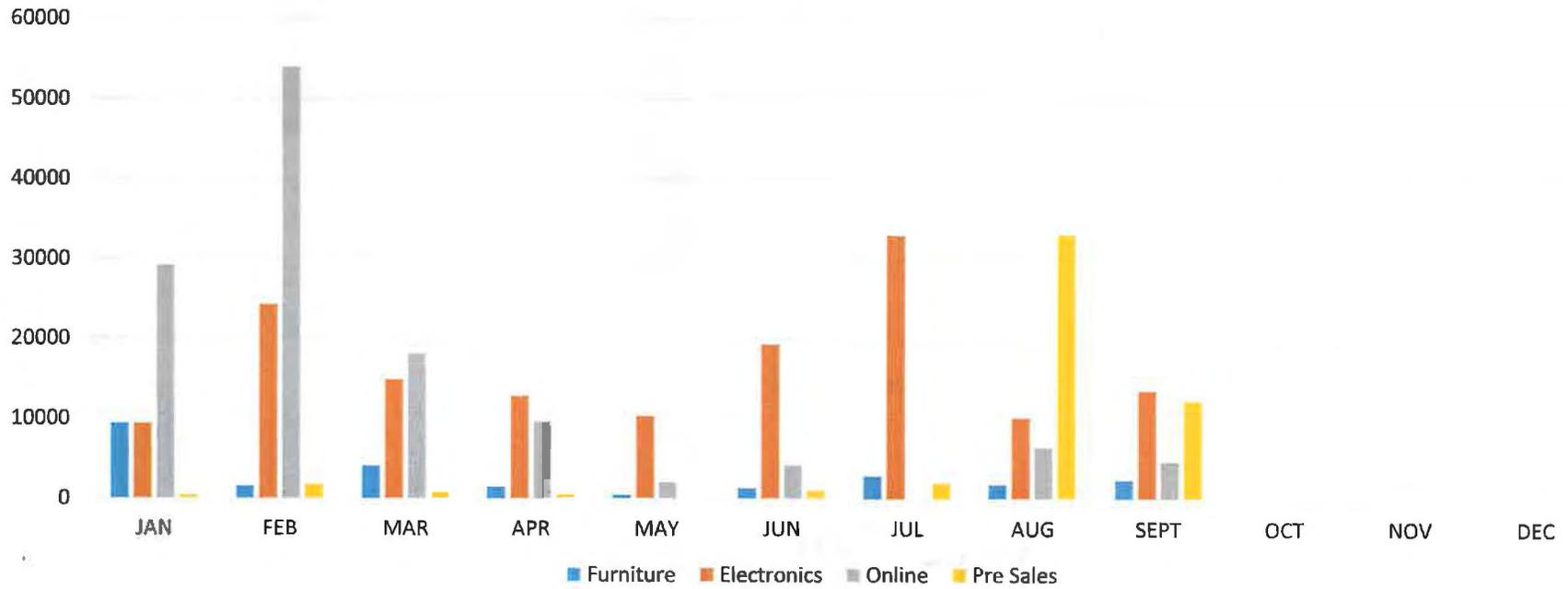
2018 Sales

Chart Title



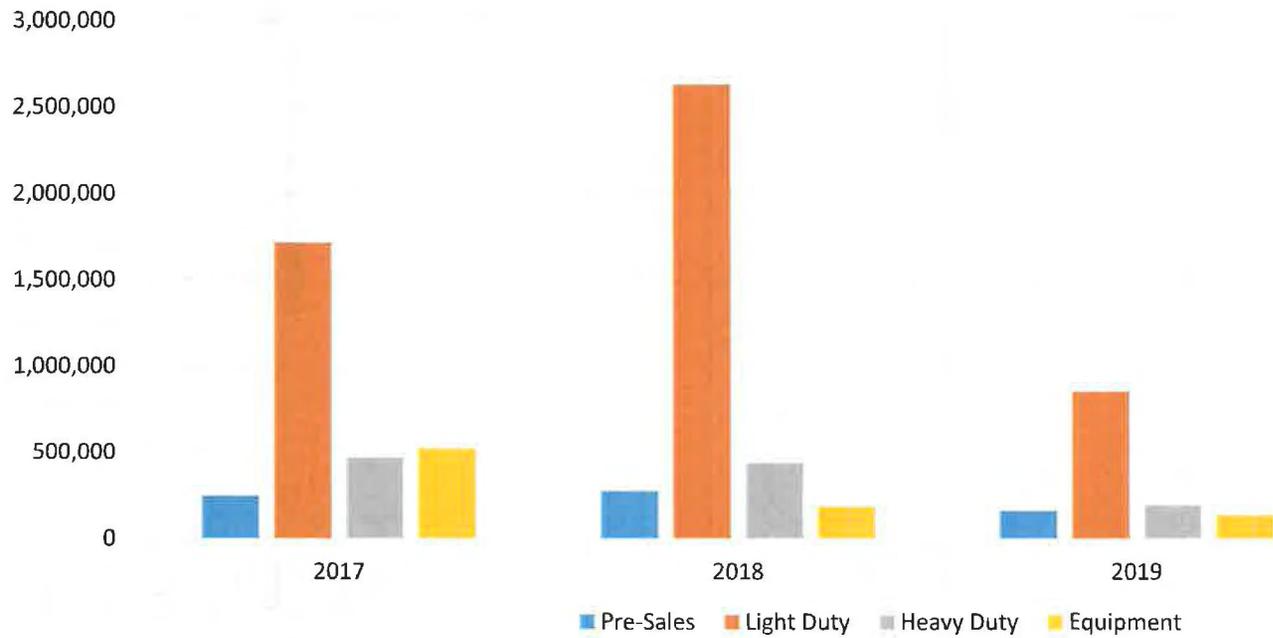
2019 Sales

Chart Title



Vehicle Sales

Chart Title



GOALS OF SURPLUS

- Efficiently dispose of surplus items
- Get the best return for the taxpayers
- Competitive bid process
- Modernize to set the standard





Questions?

ADDENDUM ONE REVISED SCHEDULE OF EVENTS

Date: October 25, 2019

To: All Bidders

From: Dianna Gilliland/Annette, Buyer(s)
AS Materiel Purchasing

RE: Addendum for RFP Number 6154 Z1 opens November 8, 2019 at 2:00 p.m. Central

Schedule of Events

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change. It is the Bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

ACTIVITY	DATE/TIME
6. State responds to written questions through Solicitation "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing.html	October 25, 2019 October 28, 2019
7. Proposal Opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	November 8, 2019 2:00 PM Central Time
8. Review for conformance to solicitation requirements	November 8, 2019
9. Evaluation period	November 12, 2019 through December 17, 2019
10. "Oral Interviews/Presentations and/or Demonstrations" (if required)	To Be Determined
11. Post "Notification of Intent to Award" to Internet at: http://das.nebraska.gov/materiel/purchasing.html	December 19, 2019
12. Contract finalization period	December 20, 2019 through January 22, 2020
13. Contract award	January 29, 2020
14. Contractor start date	April 1, 2020

This addendum will become part of the proposal and should be acknowledged with the RFP.

Registration Advisement:
Bids will only be accepted from those Companies/Firms which properly register their attendance at this meeting by providing all of the required information below.

State of Nebraska Mandatory Pre-Bid/Proposal Meeting Registration Sheet

Registration Advisement:
Bids will only be accepted from those Companies/Firms which properly register their attendance at this meeting by providing all of the required information below.

Date: October 15, 2019 , 10:00 am to 11:30 am Central Time

Project: 6154 Z1; Auctioneer Services

Please Print Legibly

Name	Company/Firm Representing*	Complete Address (Street, City, State, Zip)*	Phone* Fax	E-mail Address
1 Jay D. Nitz	Jack Nitz & Assoc	230 Ridgeland Rd. Fremont, NE 68025	(402) 727-8800	jaynitz@nitzauctions.com
2 Courtney Mensik	Jack Nitz & Assoc	230 Ridgeland Ave. Fremont, NE 68025	402-727-8800	Courtney@nitzauctions.com
3 Pat Shand	Jack Nitz & Assoc	Fremont Ne 230 Ridge Road, 68025	902-720-7037	Pat@NitzAuctions.com
4 Bud Callahan	Fischer & Fischer	941 O St Ste 777 Lincoln, NE 68508	402-475-1144	budcallahan@gmail.com
5 Mark Beaumont	Auction Solutions Inc	2811 Military Rd Omaha NE 68134	402-571-0393 866-718-0393	
6 Shayne Fili	Auction Solutions Inc	7811 Military Ave Omaha NE 68134	402-203-3508 866-718-0393	shayne@auctionsolutionsinc.com
7 Brent Jensen	JJ Kane Auctioneers	1485 Stone Ridge Dr Louisville NE 68087	402-227-5595	brent.jensen@jjkane.com
8 Alex Essay	Sandhills Global, Inc.	120 W. Harvest Dr. Lincoln, NE 68521	402-840-2540	Alex-essay@sandhills.com
9 Russ Dolezel	Sandhills Global	120 W. Harvest Dr. Lincoln, NE 68521	402-458-4601	russell-dolezel@sandhills.com
10 Amy Moore	Purple Wave Auction	825 Levee Drive Manhattan, KS 66502	785-537-5057	amy.moore@purplewave.com

*Required information for purposes of Registration

Registration Advisement:
 Bids will only be accepted from those Companies/Firms which properly register their attendance at this meeting by providing all of the required information below.

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Project: 6154 Z1; Auctioneer Services

Please Print Legibly

Name	Company/Firm Representing*	Complete Address (Street, City, State, Zip)*	Phone* Fax	E-mail Address
11	Scott Wiese	5009 N 126th St, Omaha NE 68164 CORP 825 Levee Dr. Omaha NE 68132	402.510.5110	scott.wiese@purplewave.com
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*Required information for purposes of Registration