



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

Award Contract Grant

Requested Board Meeting Date: 04/16/2024

* = Mandatory, information must be provided

or Procurement Director Award:

***Contractor/Vendor Name/Grantor (DBA):**

Sierra Auction Management, Inc. (Headquarters: Phoenix, AZ)

***Project Title/Description:**

Auctioneering Services

***Purpose:**

Award: Master Agreement No. MA-PO-24-158. This Master Agreement is for an initial term of one (1) year in the estimated annual revenue amount of \$861,484.50 and includes four (4) one-year renewal options.

Administering Department: Fleet Services.

***Procurement Method:**

Pursuant to Pima County Procurement Code 11.12.010, Competitive sealed bidding, Solicitation No. IFB-PO-2400015 was conducted. Two (2) responses were received. Award is to the responsive and responsible bidder.

PRCUID: 490103

Attachments: Notice of Recommendation for Award and Master Agreement.

***Program Goals/Predicted Outcomes:**

To sell surplus property in the most efficient manner at fair and equitable prices.

***Public Benefit:**

Citizens will have the opportunity to purchase surplus property. Revenue from auction sales will be returned to the County.

***Metrics Available to Measure Performance:**

County will measure how many items are sold, length of time item is at auction, and the selling price of items.

***Retroactive:**

No.

To: COB 3/21/24 (1)
VERS: 1
PGS: 23

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: MA Commencement Department Code: PO Contract Number (i.e., 15-123): 24-158
Date: 04/16/24 Termination Date: 04/15/25 Prior Contract Number (Synergen/CMS):
Expense Amount \$ Revenue Amount: \$ 861,484.50

*Funding Source(s) required:

Funding from General Fund? Yes No If Yes \$ %
Contract is fully or partially funded with Federal Funds? Yes No
If Yes, is the Contract to a vendor or subrecipient?
Were insurance or indemnity clauses modified? Yes No
If Yes, attach Risk's approval.
Vendor is using a Social Security Number? Yes No
If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: Department Code: Contract Number (i.e., 15-123):
Amendment No.: AMS Version No.:
Commencement Date: New Termination Date:
Prior Contract No. (Synergen/CMS):
Expense Revenue Increase Decrease
Amount This Amendment: \$
Is there revenue included? Yes No If Yes \$
*Funding Source(s) required:
Funding from General Fund? Yes No If Yes \$ %

Grant/Amendment Information (for grants acceptance and awards)

Award Amendment

Document Type: Department Code: Grant Number (i.e., 15-123):
Commencement Date: Termination Date: Amendment Number:
Match Amount: \$ Revenue Amount: \$
*All Funding Source(s) required:
*Match funding from General Fund? Yes No If Yes \$ %
*Match funding from other sources? Yes No If Yes \$ %
*Funding Source:

*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?

Contact: Procurement Officer: Kelsey Braun-Shirley Acting Division Manager: Troy McMaster
Department: Procurement Director: Terri Spencer Telephone: (520) 724-7466
Department Director Signature: Ray Ochotorena
Deputy County Administrator Signature:
County Administrator Signature:



NOTICE OF RECOMMENDATION FOR AWARD

Date of Issue: March 19, 2024

The Procurement Department hereby issues formal notice to respondents to Solicitation No. IFB -PO-2400015 for Auctioneering Services that the following listed respondent will be recommended for award as indicated below. The award action is scheduled to be performed by the Board of Supervisors on or after April 16, 2024.

Award is recommended to the responsive and responsible Bidder.

<u>AWARDEE NAMES</u>	<u>ESTIMATED ANNUAL REVENUE AMOUNT</u>
Group 1: Vehicles, Trucks, Light and Medium Sierra Auction Management, Inc.	\$580,837.50*
Group 2: Miscellaneous Equipment and Supplies Sierra Auction Management, Inc.	\$92,352.50*
Group 3: Regional Wastewater Department (RWRD) Equipment and Parts Sierra Auction Management, Inc.	\$9,010.00
Group 4: Sheriff's Department Personal Surplus and Unclaimed Property Sierra Auction Management, Inc.	\$179,284.50*

OTHER RESPONDENT NAMES

Group 1: Vehicles, Trucks, Light and Medium Frontier Towing, Inc.	Non-responsive
Group 2: Miscellaneous Equipment and Supplies Frontier Towing, Inc.	\$76,875.00
Group 3: Regional Wastewater Department (RWRD) Equipment and Parts Frontier Towing, Inc.	\$8,000.00
Group 4: Sheriff's Department Personal Surplus and Unclaimed Property Frontier Towing, Inc.	Non-responsive

*Bid amount as shown includes corrections.

Issued by: Kelsey Braun-Shirley, Procurement Officer

Telephone Number: (520) 724-7466

This notice is in compliance with Pima County Procurement Code §11.12.010(C) and §11.20.010(C).

Copy to: Pima County SBE via e-mail at SBE@pima.gov.



MASTER AGREEMENT

PIMA COUNTY, ARIZONA

**THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES
CONTRACT EXECUTION**

Master Agreement No: 2400000000000000158

MA Version: 1

Page: 1 of 2

Description: Auctioneering Services

I S S U E R	<p>Pima County Procurement Department 150 W. Congress St. 5th Fl Tucson AZ 85701</p> <p>Issued By: Kelsey Braun-Shirley Phone: 5207247466 Email: kelsey.braun-shirley@pima.gov</p>
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T E R M S	<p>Initiation Date: 04-16-2024 Expiration Date: 04-15-2025</p> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <tr> <td style="padding: 2px;">NTE Amount:</td> <td style="padding: 2px;">\$0.00</td> </tr> <tr> <td style="padding: 2px;">Used Amount:</td> <td style="padding: 2px;">\$0.00</td> </tr> </table>	NTE Amount:	\$0.00	Used Amount:	\$0.00
NTE Amount:	\$0.00				
Used Amount:	\$0.00				

V E N D O R	<p>SIERRA AUCTION MANAGEMENT INC</p> <p>3911 N Hwy Dr Tucson AZ 85705</p>	<p>Contact: Jeff Hearney Phone: 520-882-0111 Email: jeff.hearney@sierraauction.com Terms: 0.00 % Days: 30</p>
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<p>Shipping Method: Vendor Method</p> <p>Delivery Type:</p> <p>FOB: FOB Dest, Freight Prepaid</p> <p>Modification Reason This Master Agreement is for an initial term of one (1) year in the estimated annual revenue amount of \$861,484.50 and includes four (4) one-year renewal options.</p> <p>Attachment: Offer Agreement</p>

This Master Agreement incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All transactions and conduct are required to conform to these documents.



PIMA COUNTY

MASTER AGREEMENT DETAILS

Master Agreement No: 2400000000000000158

MA Version: 1

Page: 2 of 2

Line Description

Line	Description	UOM	Unit Price	Stock Code	VPN	MPN
2	Auctioneering Services Discount 0.0000 %		\$0.00			

OFFER AGREEMENT

1. PURPOSE

This contract establishes a system-generated form Master Agreement ("MA") for Contractors to provide Pima County ("County") with live and online public auctioneering services on an "as required basis" by issue of Delivery Order ("DO") or Delivery Order Maximo ("DOM").

The established MA will identify the Contractor to provide the required items as designated by the following groups:

Group 1: Fleet Services Department Vehicles, Equipment and Parts

1A: Vehicles, Trucks, Light and Medium- Class 1 through 5 trucks and passenger motor vehicles including but not limited to; trucks, sedans vans, SUV's, crossovers, and hybrids.

1B: Heavy Truck and Heavy Equipment (off road equipment)- Heavy equipment including equipment typically associated with road construction, building construction or road maintenance including but not limited to water trucks, sewer trucks, mobile fuel delivery trucks, front end loaders, bull dozers, road rollers, rock crushing and processing equipment, cranes (all types), forklifts (all types), scrapers, backhoes, man lifts, excavators, and generators over 20kW rating.

1C: Miscellaneous Automotive Equipment and Parts- Various automotive equipment such as trailers, golf carts, utility carts, and automobile accessories, such as hitches, winches, and camper shells. Typical parts include oil filters, air filters, belts, hoses, gaskets, and brake components.

Group 2: Miscellaneous Equipment and Supplies- IT hardware, office furniture, commercial kitchen equipment, fabrication equipment or other items.

Group 3: Regional Wastewater Reclamation Department (RWRD) Equipment and Parts- Industrial equipment including but not limited to fluid and slurry pumps, centrifuges, fiberglass and steel tanks, HVAC components, control vessels, power generators, heat recovery components, aeration blowers, gravity belt thickeners, belt filter presses, aluminum pipes, trailers, and motors.

Group 4: Sheriff's Department Personal Surplus and Unclaimed Property

4A: Firearms- Items in this category will be assigned for sale on a routine basis with the volume expected to be between 10 and 60 guns per month.

4B: Ammunition- Items in this category will vary in quantity per month.

4C: Unclaimed/Seized Property- This category includes but is not limited to, electronics, furniture, jewelry, car parts, marijuana growing equipment etc.

2. CONTRACT TERM, RENEWALS, EXTENSIONS and REVISIONS

The MA will document the commencement date of the contract and will be for a one (1) year period with four (4) one-year renewal options that the parties may exercise as follows: County will issue contract extensions, renewals, or revisions to Contractor with a revised MA document. Contractor must object in writing to the proposed revisions, terms, conditions, scope modifications and/or specifications within ten (10) calendar days of issuance by County. If Contractor does not notify county of any objections within that timeframe, the revision(s) will be binding on the parties.

3. CONTRACTOR MINIMUM QUALIFICATIONS

The Contractor certifies that it is competent, willing, and responsible for performing the services or providing the products in accordance with the requirements of this contract.

Contractor will check appropriate response below and provide requested documents. Failure to check appropriate response and provide copies of requested documents may cause the offer to be rejected and deemed non-responsive:

GROUPS 1, 2, 3 and 4		
1	Contractor must have a minimum of three (3) consecutive years of experience, including the current year, in providing auction services. A copy of Contractor's business license must be included with submission of bid.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2	Contractor must have a local facility within the Tucson Metropolitan area. Provide facility address: <u>3911 N. Highway Drive</u> <u>Tucson, AZ 85705</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
3	Contractor must provide a minimum of two (2) references of governmental agencies for which they have previously provided auction services. Complete Attachment 1: Reference Information and include with submission of bid.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

GROUP 1 ONLY		
1	Contractor must have and maintain a Public Consignment Auction Dealer License issued by the Arizona Department of Transportation (ADOT) A copy of Contractor's license must be included with submission of bid.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

GROUP 4 ONLY		
1	Contractor must have and maintain a type 1. Dealer Federal Firearms License (FFL) issued by the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF). A copy of Contractor's license must be included with submission of bid.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE OF WORK

See **Exhibit A: Scope of Services** (3 pages).

5. SUSTAINABILITY

In accordance with Board of Supervisors Resolution 2007-84, Pima County values and highly encourages contractors to utilize sustainable practices. Please **CHECK** any of the following that your business incorporates:

- Waste prevention/reduction or material recycling/reuse.
- Alternative energy/fuels (such as solar/wind energy; bio-diesel; alternative fuels; hybrid vehicles) in your program's preparation, transportation, and demonstration.
- Environmentally preferable materials (such as recycled materials; locally produced/manufactured products).
- Sustainable practices that lessen impact on non-renewable resources and global climate change (such as reduction in water/energy/paper use; minimization of hazardous materials; use of compressed/flexible work schedules).
- Other practices which coincide with County's definition of sustainable practices (such as alternative modes of transportation; transportation minimization; life-cycle costs; product/packaging "take back" practices; preference to firms located with Pima County).

6. OFFER ACCEPTANCE & ORDER RELEASES

County will accept offers and execute this contract by issuing an MA (recurring requirements) to be effective on the document's date of issue without further action by either party. The MA will include the term of the contract.

Pursuant to the executed MA, County departments requiring the goods or services described herein will issue a DO or DOM to the Contractor. County will furnish the DO or DOM to Contractor via facsimile, e-mail or telephone. **If County gives the order verbally, the County Department issuing the order will transmit a confirming order document to Contractor within five (5) workdays of the date it gives the verbal order.**

Contractor must not supply materials or services that are not specified on the MA and are not documented or authorized by a DO or DOM at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a County DO or DOM.

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this contract. In particular, Contractor will not provide goods or services in excess of the executed contract items, item quantity, item amount, or contract amount without prior written authorization by contract amendment that County has properly executed and issued. Any items Contractor provides in excess of those stated in the contract are at Contractor's own risk. Contractor will decline verbal requests to deliver items in excess of the contract and will report all such requests in writing to County's Procurement Department within one (1) workday of the request. The report must include the name of the requesting individual and the nature of the request.

7. ACCEPTANCE OF GOODS & SERVICES

The County Department designated on the issued order DO or DOM will accept goods and services only in accordance with this contract. Such acceptance is a prerequisite to the commencement of payment terms.

8. COMPENSATION & PAYMENT

The MA will establish the contractual Not-to-Exceed Amount ("NTE Amount"). The NTE Amount represents the funding appropriated by County for this contract and cannot be altered without amendment. For this contract, the NTE Amount is shared between each Contractor awarded. The sum total of County payments to all Contractors cannot exceed the established NTE Amount, regardless of the independent total of each Contractor. Contractor will not accept orders, or provide services or products that cumulatively exceed the contract amount.

8.1. Unit Prices

Contractor's unit prices must include all incidentals and associated costs required to comply with and satisfy all requirements of this contract, which includes the Offer Agreement and the Standard Terms and Conditions. County will make no payments for items not in the contract and Contractor will not invoice them.

Quantities in this solicitation are estimates only. County may increase or decrease quantities and amounts. County makes no guarantee regarding actual orders for items or quantities during the term of the contract. County is not responsible for Contractor inventory or order commitment.

Unless the parties otherwise agree in writing, all pricing will be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination"). Contractor will deliver and unload products or services at the destination(s) that the delivery article of this contract or accepted Order indicates. The offered Unit Price must include all freight costs.

Although an order may not fully include State and City sales tax, County will pay such taxes as are DIRECTLY applicable to County and Contractor invoices such taxes as a separate line item. Contractor must not include such taxes in the item unit price.

(Remainder of page intentionally left blank)

COMMISSION RATES AND UNIT PRICES (Net 30-day Payment Terms)**GROUP 1:**

GROUP 1 AUCTION REVENUES						
ITEM #	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	ESTIMATED ANNUAL USAGE QTY	UOM	AVERAGE SALES PRICE \$	COMMISSION % FROM SALES PAID TO PIMA COUNTY	ESTIMATED ANNUAL REVENUE AMOUNT PAID TO PIMA COUNTY \$
1	Group 1A: Vehicles, Trucks, Light and Medium	60	EA	\$4,750.00	-0.5%	\$286,425
2	Group 1B: Heavy Truck and Heavy Equipment (Off Road Equipment)	10	EA	\$28,250.00	-0.5%	\$283,912
3	Group 1C: Miscellaneous Automotive Equipment and Parts	15	EA	\$1,750.00	0%	\$26,250
GROUP 1 TOTAL ESTIMATED REVENUE						\$596,587
GROUP 1 AUCTION EXPENSES		ESTIMATED ANNUAL USAGE QTY	UOM	UNIT PRICE \$	ESTIMATED ANNUAL EXPENSES CHARGED TO SALE PRICE \$	
4	Towing non-running/damaged vehicles (fixed price)	60	EA	\$75.00	\$4,500	
5	Removal of large decals (per vehicle)	70	EA	\$125.00	\$8,750	
6	Removal of small decals (per vehicle)	100	EA	\$25.00	\$2,500	
GROUP 1 TOTAL ESTIMATED EXPENSES					\$15,750	
GROUP 1 NET REVENUE (TOTAL ESTIMATED REVENUE-TOTAL ESTIMATED EXPENSES)						\$580,837

Contractor may charge a Buyer's Premium and Administrative Fee. Buyer's Premium is an additional charge on the winning bid of the lot/item that is paid by the winner and will not exceed 10% of the winning bid. Administrative Fees (Title Fee) charge by the Contractor to the winning bidder will not exceed \$120.00.

Buyers Premium Percentage per item: Group 1A 10 %

Buyers Premium Percentage per item: Group 1B 10 %

Buyers Premium Percentage per item: Group 1C 10 %

*Buyer's Premium is for contractual purposes only and not considered in evaluation of award.

GROUP 2:

ITEM #	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	ESTIMATED ANNUAL USAGE QTY	UOM	AVERAGE SALES PRICE \$	COMMISSION % FROM SALES PAID TO PIMA COUNTY	ESTIMATED ANNUAL REVENUE AMOUNT PAID TO PIMA COUNTY \$
1	Group 2: Miscellaneous Equipment and Supplies	2,050.00	EA	\$50.00	9.9%	\$92,352
GROUP 2 TOTAL ESTIMATED REVENUE						\$92,352

Contractor may charge a Buyer's Premium – an additional charge on the winning bid of the lot/item that is paid by the winner. It is charged by the auctioneer to cover administrative expenses of auctioneer.

Buyers Premium Percentage per item: Group 2 17 %

*Buyer's Premium is for contractual purposes only and not considered in evaluation of award.

GROUP 3:

ITEM #	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	ESTIMATED ANNUAL USAGE QTY	UOM	AVERAGE SALES PRICE \$	COMMISSION % FROM SALES PAID TO PIMA COUNTY	ESTIMATED ANNUAL REVENUE AMOUNT PAID TO PIMA COUNTY \$
1	Group 3: RWRD Equipment and Parts	10	EA	\$1,000.00	9.9%	\$9,010
GROUP 3 TOTAL ESTIMATED REVENUE						\$9,010

Contractor may charge a Buyer's Premium – an additional charge on the winning bid of the lot/item that is paid by the winner. It is charged by the auctioneer to cover administrative expenses of auctioneer.

Buyers Premium Percentage per item: Group 3 17 %

*Buyer's Premium is for contractual purposes only and not considered in evaluation of award.

GROUP 4:

ITEM #	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	ESTIMATED ANNUAL USAGE QTY	UOM	AVERAGE SALES PRICE \$	COMMISSION % FROM SALES PAID TO PIMA COUNTY	ESTIMATED ANNUAL REVENUE AMOUNT PAID TO PIMA COUNTY \$
1	Group 4A: Firearms	360	EA	\$495.00	10%	\$160,380
2	Group 4B: Ammunition	3	LOT	\$1,955.00	10%	\$5,386
3	Group 4C: Unclaimed/Seized Property	2,000	EA	\$7.57	10%	\$13,626
GROUP 4 TOTAL ESTIMATED REVENUE						\$179,392

Contractor may charge a Buyer's Premium – an additional charge on the winning bid of the lot/item that is paid by the winner. It is charged by the auctioneer to cover administrative expenses of auctioneer.

Buyers Premium Percentage per item: Group 4A 20 %

Buyers Premium Percentage per item: Group 4B 20 %

Buyers Premium Percentage per item: Group 4C 20 %

*Buyer's Premium is for contractual purposes only and not considered in evaluation of award.

8.2. Price Warranty and Trade-In Allowance

Contractor will give County the benefit of any price reduction before actual time of shipment. Parties may negotiate a fair and equitable trade-in allowance value for County surplus property to be applied through either a discounted purchase price or account credit. The trade-in value must be stated on a written price quote prior to County making a purchase, or on a credit memo invoice for a prior purchase. Trade-In property will be itemized on the quote or invoice by description, model/part number, quantity and guaranteed trade-in value. County will coordinate and document the delivery of surplus trade-in property to Contractor. Award of contract constitutes disposition authority to trade-in surplus property pursuant to Board of Supervisors' Policy D.29.11, Surplus Personal Property.

8.3. Price Escalation

All unit prices shall consider/provide for current economic and market conditions, and include compensation for Contractor to implement and actively conduct cost and price control. No additional compensation shall be paid to Contractor to reimburse efforts to implement and conduct cost and price controls. **Prices shall remain fixed for the initial contract term, after which Contractor may submit no more than one (1) written Price Escalation Request ("PER") per term.** The PER must be submitted not later than 90 days prior to the contract renewal date, and must clearly demonstrate justification for the increase in price, such as continued and

significant changes in economic and/or market conditions justifying any requested price escalation. The PER must reference/cite any source materials used to form the basis of the proposed justification, but must not include historical information prior to the initial contract term. County will research Bureau of Labor Statistics (BLS) Producer Price Index (PPI) and/or other related indicators or sources, and conduct an analysis to determine 1) if the submitted justification and evidence are sufficient, 2) the requested price escalation is fair and reasonable, and 3) if approving the PER is in the County's best interest. County reserves the right to negotiate, accept or reject the PER, or terminate and re-solicit the contract.

8.4. Living Wage

All pricing will conform to Pima County's Living Wage ordinance if applicable, including required annual adjustments of the wage.

8.5. Additional Items and/or Services

The parties may negotiate and establish unit pricing in writing under the contract for items included in the scope of the contract that does not have previously listed unit pricing.

8.6. Standard Payment Term

Net (30), effective from the date of valid invoice document and does not commence until the later of 1) the receiving County Department receives goods or services into County's payment system or 2) County Financial Operations receives and verifies Contractor's invoice.

8.7. Optional Early Payment Discount Term

Pima County Administrative Procedure No. 22-35 Section 2.2.4 describes County's practice regarding discounts for early payment. Contractor offers the following discounts to those prices to be used for all orders issued pursuant to this contract. County will utilize the existing payment code that best matches that offered and does not exceed the offered discount percentage. Payment days cannot be less than ten (10) calendar days. Contractor will submit valid invoice document consistent with the associated DO or DOM to County's Finance Department at least seven (7) calendar days prior to the date on which the discounted payment is due. If desired, for any order issued pursuant with this contract, Contractor may offer early payment discounts that exceed this Early Payment Discount.

Optional Early Payment Discount: N/A % if payment tendered within N/A Days as indicated above.

8.8. Invoicing

Unless otherwise specified by County, Contractor will submit proceeds to the following location:

Pima County Finance-Revenue Management
33 N Stone Avenue 6th Floor
Tucson, AZ 85701

All Invoice documents will reference County's DO or DOM number under which the services or products were ordered. Contractor must utilize the item description, precise unit price, **AND** unit of measure included in County's order document for **ALL** Invoice line items. County may return invoices that include line items or unit prices that do not match those documented by County's order to Contractor unprocessed for correction.

Contractor will provide detailed documentation in support of payment requests, which should be consistent with and not exceed County's DO or DOM document. Contractor will bill County within one (1) month after the date on which Contractor's right to payment accrues ("Payment Accrual Date"), which, unless this contract specifically provides otherwise, is the date Contractor delivers goods, performs services or incurs costs. Invoices must assign each billed amount to an appropriate line item of County's order and document each Payment Accrual Date. County may refuse to pay any amount that Contractor bills in which does not conform to County's DO or DOM document. County will refuse to pay any amount that Contractor bills more than six (6) months after the Payment Accrual Date, pursuant to A.R.S. § 11-622(C).

9. VENDOR RECORD MAINTENANCE

Contractor must establish and maintain a complete Pima County Vendor record, which includes the provision of a properly completed and executed "Request for Taxpayer Identification Number and Certification" document (Form W-9). The record must be registered with a valid and monitored email address for Contractor. In the event of any change that renders the information on that record inaccurate Contractor must update the record within ten (10) calendar days

of the change and prior to the submission of any invoice or request for payment. Contractor must register through <https://www.pima.gov/208/Vendor-Self-Service-System-VSS>.

10. DELIVERY

"On-Time" delivery or pick-up is an essential part of the consideration that Contractor is to provide to County under the contract. Contractor will make delivery in accordance with the Standard Terms and Conditions and to the location(s) on the DO or DOM document.

Contractor guarantees delivery of product or service in less than two (2) business days after issue date of order. If necessary to satisfy the guaranteed delivery time, Contractor will utilize premium freight method at no additional cost to County.

11. TAXES, FEES, EXPENSES

Pursuant to IRS Publication 510, County is exempt from federal excise taxes for goods. County is subject to State and City sales tax. County will pay no separate charges for delivery, drayage, express, parcel post, packing, insurance, license fees, permits, costs of bonds, surcharges, or bid preparation unless the contract expressly includes such charges and the solicitation documents itemize them.

12. OTHER DOCUMENTS

Contractor and County are entering into this contract have relied upon information provided or referenced by Pima County Solicitation No. IFB-PO-2400015 including the IFB, Offer Agreement, Standard Terms and Conditions, Solicitation Amendments, Contractor's Bid Offer, documents submitted by Contractor or References to satisfy Minimum Qualifications and any other information and documents that Contractor has submitted in its response to County's Solicitation. The Contract incorporates these documents as though set forth in full herein, to the extent not inconsistent with the provisions of this contract.

13. INSURANCE

The Insurance Requirements herein are minimum requirements for this contract and in no way limit the indemnity covenants contained in this contract. Contractor's insurance shall be placed with companies licensed in the State of Arizona and the insureds shall have an "A.M. Best" rating of not less than A- VII, unless otherwise approved by County. County in no way warrants that the minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.

13.1. Minimum Scope and Limits of Insurance

Contractor will procure and maintain at its own expense, until all contractual obligations have been discharged, the insurance coverage with limits of liability not less than stated below. County in no way warrants that the minimum insurance limits contained herein are sufficient to protect Contractor from liabilities that arise out of the performance of the work under this contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy County's Insurance Requirements.

13.1.1. Commercial General Liability (CGL)

Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include cover for liability arising from premises, operations, independent contractors, personal injury, bodily injury, property damage, broad form contractual liability coverage, personal and advertising injury and products – completed operations.

13.1.2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, leased, hired, and/or non-owned automobiles assigned to or used in the performance of this contract with a Combined Single Limit (CSL) of \$1,000,000 Each Accident.

13.1.3. Workers' Compensation (WC) and Employers' Liability

Statutory requirements and benefits for Workers' Compensation. In Arizona, WC coverage is compulsory for employers of one or more employees. Employers' Liability coverage with limits of \$1,000,000 each accident and \$1,000,000 each person - disease.

13.1.4. Network Security (Cyber)/Privacy Insurance

Coverage shall have minimum limits not less than \$2,000,000 Each Claim with a \$2,000,000 Annual Aggregate. Such insurance shall include, but not be limited to, coverage for third party claims and losses

with respect to network risks (such as data breaches, unauthorized access or use, ID theft, theft of data) and invasion of privacy regardless of the type of media involved in the loss of private information, crisis management and identity theft response costs. This should also include breach notification costs, credit remediation and credit monitoring, defense and claims expenses, regulatory defense costs plus fines and penalties, cyber extortion, computer program and electronic data restoration expenses coverage (data asset protection), network business interruption, computer fraud coverage, and funds transfer loss. In the event that the Network Security and Privacy Liability insurance required by this contract is written on a claims-made basis, Contractor must warrants that any retroactive date under the policy shall precede the effective date of this contract and, either continuous coverage will be maintained as outlined under "Additional Insurance Requirements – Claims-Made Coverage" section, or an extended discovery period will be exercised for a period of two (2) years beginning at the time of work under this contract is completed.

13.2. Additional Insurance Requirements

The policies shall include, or be endorsed to include, as required by this contract, the following provisions:

13.2.1. Claims-Made Insurance Coverage

If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this contract, and Contractor must maintain such coverage for a period of not less than three (3) years following contract expiration, termination or cancellation.

13.2.2. Additional Insured Endorsement

The General Liability and Business Automobile policies must each be endorsed to include Pima County and all its related special districts, elected officials, officers, agents, employees and volunteers (collectively "County and its Agents") as additional insureds with respect to vicarious liability arising out of the activities performed by or on behalf of the Contractor. The full policy limits and scope of protection must apply to County and its Agents as an additional insured, even if they exceed the Insurance Requirements.

13.2.3. Subrogation Endorsement

The General Liability, Business Automobile Liability and Workers' Compensation Policies shall each contain a waiver of subrogation endorsement in favor of County, and its departments, districts, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

13.2.4. Primary Insurance Endorsement

Contractor's policies shall stipulate that the insurance afforded Contractor shall be primary and that any insurance carried by County, its agents, officials, or employees shall be excess and not contributory insurance. The Required Insurance policies may not obligate County to pay any portion of Contractor's deductible or Self Insurance Retention (SIR).

13.2.5. Insurance provided by Contractor shall not limit Contractor's liability assumed under the indemnification provisions of this Contract.

13.2.6. Subcontractors

Contractor must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, Contractor must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Contractor must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

13.3. Notice of Cancellation

Each Required Insurance policy must provide, and certificates specify, that County will receive not less than thirty (30) days advance written notice of any policy cancellation, except 10-days prior notice is sufficient when the cancellation is for non-payment of a premium. Notice must be mailed, emailed, hand-delivered or sent via facsimile transmission to County's Contracting Representative, and must include the project or contract number and project description.

13.4. Verification of Coverage

Contractor shall furnish County with certificates of insurance (valid ACORD form or equivalent approved by County) as required by this contract. An authorized representative of the insurer shall sign the certificates. Each certificate must include:

- County's tracking number for this contract, which is shown on the first page of the contract, and a project description, in the body of the Certificate;
- A notation of policy deductibles or SIRs relating to the specific policy; and
- Certificates must specify that the appropriate policies are endorsed to include additional insured and subrogation waiver endorsements for County and its Agents. Note: Contractors for larger projects must provide actual copies of the additional insured and subrogation endorsements.

13.4.1. All certificates and endorsements, as required by this contract, are to be received and approved by County before, and be in effect not less than 15 days prior to, commencement of work. A renewal certificate must be provided to County not less than 15 days prior to the policy's expiration date to include actual copies of the additional insured and waiver of subrogation endorsements. Failure to maintain the insurance coverages or policies as required by this contract, or to provide evidence of renewal, is a material breach of contract.

13.4.2. All certificates required by this contract shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include County's project or contract number and project description on the certificate. County may require complete copies of all insurance policies required by this contract at any time.

13.5. Approval and Modifications

County's Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal contract amendment, but the approval must be in writing. County's failure to obtain a required insurance certificate or endorsement, County's failure to object to a non-complying insurance certificate or endorsement, or County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), do not constitute a waiver of any of the Insurance Requirements.

14. PERFORMANCE BOND

Not applicable to this contract.

15. ACKNOWLEDGEMENT OF SOLICITATION AMENDMENTS

Contractor must acknowledge in the table below to have read all published solicitation amendments and must ensure they are submitting all amended pages of the solicitation (if any) with their response:

Amendment #	Date	Amendment #	Date	Amendment #	Date
1	3/8/2024				

16. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION

Not applicable to this contract.

17. BID/OFFER CERTIFICATION

CONTRACTOR LEGAL NAME: Sierra Auction Management, Inc.

BUSINESS ALSO KNOWN AS: _____

MAILING ADDRESS: 3911 N Highway Dr

CITY/STATE/ZIP: Tucson, AZ 85705

REMIT TO ADDRESS: 3911 N Highway Dr

CITY/STATE/ZIP: Tucson, AZ 85705

CONTACT PERSON NAME/TITLE: Nick Carr / President

PHONE: 480-221-3609 FAX: (602) 246-1903

CONTACT PERSON EMAIL ADDRESS: Nick.Carr@SierraAuction.com

EMAIL ADDRESS FOR ORDERS & CONTRACTS: contracts@liquidityservices.com

CORPORATE HEADQUARTERS ADDRESS: 3911 N Highway Dr., Tucson, AZ 85705

WEBSITE: https://www.sierraauction.com

By signing and submitting the Offer Agreement, the undersigned certifies that they are legally authorized to represent and bind Contractor to legal agreements, that all information submitted is accurate and complete, that Contractor has reviewed the County's Procurement website for solicitation amendments and has incorporated all such amendments to its offer, that Contractor is qualified and willing to provide the items requested, and that Contractor will comply with all requirements of the contract. The Unit Pricing includes all costs incidental to the provision of the items in compliance with the contract; no additional payment will be made. County may deem conditional offers that modify the solicitation requirements not 'responsive' and County may not evaluate them. Contractor's submission of a signed Offer Agreement will constitute a firm offer and upon the issuance of a MA or PO document issued by County's Procurement Director or authorized designee will form a binding contract that will require Contractor to provide the goods or services and materials described in this contract. The undersigned hereby offers to furnish the goods or services in compliance with all terms, conditions, and specifications in this Offer Agreement.

SIGNATURE:  DATE: March 8, 2024

Nick Carr, President

PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER

PHONE AND EMAIL: (480) 221-3609, nick.carr@sierraauction.com

County Attorney Contract Approval "As to Form"

Approved As to Form:

PIMA COUNTY STANDARD TERMS AND CONDITIONS

1. WARRANTY

Contractor warrants goods or services to be satisfactory and free from defects. Contractor also warrants that all products and services provided under this contract are non-infringing.

2. PACKING

Contractor will make no extra charges for packaging or packing material. Contractor is responsible for safe packaging conforming to carrier's requirements.

3. DELIVERY

On-time delivery of goods and services is an essential part of the consideration that County will receive.

Contractor must provide a guaranteed delivery date, or interval period from order release date to delivery if the Price proposal document requires it. Upon receipt of notification of delivery delay, County may cancel the order or extend delivery times at no cost to County. Any extension of delivery times will not be valid unless an authorized representative of County extends it to Contractor in writing.

To mitigate or prevent damages from delayed delivery, County may require Contractor to deliver additional quantity utilizing express modes of transport, or overtime, all costs to be Contractor's responsibility. County may cancel any delinquent order, procure from an alternate source, or refuse receipt of or return delayed deliveries at no cost to County. County may cancel any order or refuse delivery upon default by Contractor concerning time, cost, or manner of delivery.

Contractor is not responsible for unforeseen delivery delays caused by fires, strikes, acts of God, or other causes beyond Contractor's control, provided that Contractor provides County immediate notice of delay.

4. SPECIFICATION CHANGES

County may make changes in the specifications, services, or terms and conditions of an order. If such changes cause an increase or decrease in the amount due under an order or in time required for performance, County will make an acceptable adjustment and will modify the order in writing. No verbal agreement for adjustment is acceptable.

Nothing in this clause reduces Contractor's responsibility to proceed without delay in the delivery or performance of an order.

5. INSPECTION

County may inspect or test all goods and services at place of manufacture, destination, or both. Contractor will hold goods failing to meet specifications of the order or contract at Contractor's risk and County may return such goods to Contractor and Contractor will be responsible for costs for transportation, unpacking, inspection, repacking, reshipping, restocking or other like expenses. In lieu of return of nonconforming supplies, County may waive any nonconformity, receive the delivery, and treat the defect(s) as a warranty item, but any waiver of any condition will not apply to subsequent shipments or deliveries.

6. ACCEPTANCE OF MATERIALS AND SERVICES

County will not execute an acceptance or authorize payment for any service, equipment or component prior to delivery and verification that the delivery meets all specification requirements.

7. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT

If Contractor furnishes items that do not conform to the contract requirements, or to the sample that Contractor submitted, County may reject the items. Contractor must then reclaim and remove the items, without expense to County. Contractor must also immediately replace all rejected items with conforming items. Should Contractor fail, neglect, or refuse immediately to do so, County may purchase in the open market a corresponding quantity of any such items and deduct from any monies due or that may become due to Contractor the difference between the price named in the MA or Purchase Order ("PO") and the actual cost to County.

If Contractor fails to make prompt delivery of any item, County may purchase the item in the open market and invoke the reimbursement condition above apply, except when delivery is delayed by fire, strike, freight embargo, or acts of god or of the government. If County cancels a MA, PO or associated order, either in whole or in part, by reason of the default or breach by Contractor, Contractor will pay for any loss or damage sustained by County in procuring any items

which Contractor was obligated to supply. These remedies are not exclusive and are in addition to any other rights and remedies provided by law or under the contract.

8. FRAUD AND COLLUSION

Contractor certifies that no officer or employee of County or of any subdivision thereof has aided or assisted Contractor in securing or attempting to secure a contract to furnish labor, materials or supplies at a higher price than that proposed by any other Contractor. Contractor also certifies that it is not aware of any County employee 1) favoring one Contractor over another by giving or withholding information or by willfully misleading a Proposer in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 2) knowingly accepting materials or supplies of a quality inferior to those called for by any contract; or 4) directly or indirectly having a financial interest in the proposal or resulting contract. Additionally, during the conduct of business with County, Contractor will not knowingly certify, or induce others to certify, to a greater amount of labor performed than has been actually performed, or to the receipt of a greater amount or different kind of material or supplies that has been actually received. If County finds at any time that Contractor has in presenting any proposal(s) colluded with any other party or parties for the purpose of preventing any other proposal being made, then County will terminate any contract so awarded and that person or entity will be liable for all damages that County sustains.

9. COOPERATIVE USE OF RESULTING CONTRACT

As allowed by law, County has entered into cooperative procurement agreements that enable other public agencies to utilize County's contracts. Those public agencies may contact Contractor with requests to provide services and products pursuant to the pricing, terms and conditions in the MA, or PO. A public agency and Contractor may make minor adjustments by written agreement to the contract to accommodate additional cost or other factors not present in the contract and required to satisfy particular public agency code or functional requirements and within the intended scope of the solicitation and resulting contract. The parties to the cooperative procurement will negotiate and transact any such usage in accordance with procurement rules, regulations and requirements. Contractor will hold harmless County, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with any cooperative agreement with another public agency. Contractor may view a list of agencies that are authorized to use County contracts at the Procurement Department Internet home page: <http://www.pima.gov/procure>, under the Vendor Information tab, by selecting the link titled County Cooperative Agreements – Authorized Agencies.

10. INTELLECTUAL PROPERTY INDEMNITY

Contractor will indemnify, defend and hold County, its officers, agents, and employees harmless from liability of any kind, including costs and expenses, for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract and any MA, PO, and associated orders. County may require Contractor to furnish a bond or other indemnification to County against any and all loss, damage, costs, expenses, claims and liability for patent or copyright infringement.

11. INDEMNIFICATION

Contractor will indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs, including attorney's fees arising out of any act, omission, fault or negligence by Contractor, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of the contract and any MA, PO or associated orders. Contractor will indemnify, defend and hold County harmless from any claim of infringement arising from services provided under this contract or from the provision, license, transfer or use for their intended purpose of any products provided under this Contract.

12. UNFAIR COMPETITION AND OTHER LAWS

Responses must comply with Arizona trade and commerce laws (Title 44 A.R.S.) and all other applicable County, State, and Federal laws and regulations.

13. COMPLIANCE WITH LAWS

Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. In the event any services that Contractor provides under this contract require a license issued by the Arizona Registrar of Contractors ("ROC"), Contractor certifies that a Contractor licensed by ROC to perform those services in Arizona will provide such services. The laws and regulations of the State of Arizona govern the interpretation and construction of this contract, and the rights, performance and disputes of and between the parties. Any action relating to this Contract must be filed and maintained in a court of the State of Arizona in Pima County.

14. ASSIGNMENT

Contractor may not assign its rights to the contract, in whole or in part, without prior written approval of County. County may withhold approval at its sole discretion, provided that County will not unreasonably withhold such approval.

15. CANCELLATION FOR CONFLICT OF INTEREST

This contract is subject to cancellation pursuant to A.R.S. §§38-506 and 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

16. NON-DISCRIMINATION

Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this contract as if set forth in full herein including flow down of all provisions and requirements to any subcontractors. During the performance of this contract, Contractor must not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

17. NON-APPROPRIATION OF FUNDS

County may cancel this contract if for any reason County's Board of Supervisors does not appropriate funds for the stated purpose of maintaining the contract. In the event of such cancellation, County has no further obligation, other than payment for services or goods that County has already received.

18. PUBLIC RECORDS

Disclosure. Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in award of this Contract, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

Records Marked Confidential: Notice and Protective Order. If Contractor reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

Contractor agrees to waive confidentiality of any price terms.

19. CUSTOM TOOLING, DOCUMENTATION AND TRANSITIONAL SUPPORT

Costs to develop all tooling and documentation, such as and not limited to dies, molds, jigs, fixtures, artwork, film, patterns, digital files, work instructions, drawings, etc. necessary to provide the contracted services or products and unique to the services or products supplied to County are included in the agreed upon Unit Price unless the contract specifically states otherwise. Such tools and documentation are the property of County and will be marked, as is practical, as the "Property of Pima County" and County so requests, Contractor will deliver a copy of the tooling and documentation to County within twenty (20) days of acceptance by County of the first article sample, or not later than ten (10) days of termination of the contract associated with their development, without additional cost to County. Contractor also agrees to act in good faith to facilitate the transition of work to a subsequent Contractor if and as reasonably requested by County at no additional cost. Should exceptional circumstances be present that may justify an additional charge, Contractor may submit said justification and proposed cost and negotiate an agreement acceptable to both Contractor and County, but Contractor may not withhold any requested tooling, document or support as described above that would delay the orderly, efficient and prompt transition of work. Should conduct by Contractor result in additional costs to County, Contractor will reimburse County for said actual and incremental costs provided that County has given Contractor reasonable time to respond to County's requests for support.

20. AMERICANS WITH DISABILITIES ACT

Contractor will comply with all applicable provisions of the Americans with Disabilities Act (public law 101-336, 42 USC 12101-12213) and all applicable federal regulations under the act, including 28 CFR parts 35 and 36.

21. NON-EXCLUSIVE AGREEMENT

Contractor understands that this Contract is nonexclusive and is for the sole convenience of County. County may obtain like services from other sources for any reason.

22. TERMINATION

County may terminate any contract and any MA, PO, Delivery Order, DOM or issued NORFA, in whole or in part, at any time for any reason or no reason, without penalty or recourse, when in the best interests of County. Upon receipt of written notice, Contractor will immediately cease all work as directed by the notice, notify all subcontractors of the effective date of termination, and take appropriate actions to minimize further costs to County. In the event of termination under this paragraph, all documents, data, and reports prepared by Contractor under the contract become the property of County and Contractor must promptly deliver them to County. Contractor is entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted by County before the effective date of the termination.

23. ORDER OF PRECEDENCE – CONFLICTING DOCUMENTS

In the event of inconsistencies between contract documents, the following is the order of precedence, superior to subordinate, that will apply to resolve the inconsistency: MA or PO; DO or DOM; Offer Agreement; these standard terms and conditions; any Contractor terms (Terms of Sale; End User Licenses Agreement; Service Agreement; etc.) attached to an MA, PO, DO or DOM, if applicable; any other solicitation documents.

24. INDEPENDENT CONTRACTOR

Contractor is an independent Contractor. Contractor and Contractor officer's agents or employees are not considered employees of County and are not entitled to receive any employment-related fringe benefits under County's Merit System. Contractor is responsible for paying all federal, state and local taxes associated with the compensation received pursuant to this Contract and will indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such taxes.

25. BOOK AND RECORDS

Contractor will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County. In addition, Contractor will retain all records relating to this contract at least five (5) years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

26. COUNTERPARTS

The parties may execute the MA or PO that County awards pursuant to this solicitation in any number of counterparts, and each counterpart is considered an original, and together such counterparts constitute one and the same instrument. For the purposes of the MA and PO, the signed proposal of Contractor and the signed acceptance of County are each an original and together constitute a binding MA, if all other requirements for execution are present.

27. AUTHORITY TO CONTRACT

Contractor warrants its right and power to enter into the MA or PO. If any court or administrative agency determines that County does not have authority to enter into the MA or PO, County is not liable to Contractor or any third party by reason of such determination or by reason of the MA or PO.

28. FULL AND COMPLETE PERFORMANCE

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of the contract and any MA, PO, DO or DOM to be performed on the part of the other, or to take any action permitted as a result thereof, is not a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

29. SUBCONTRACTORS

Contractor is fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts Contractor may be liable to the same extent that Contractor is responsible for the acts and omissions of persons that it directly employs. Nothing in this contract creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.

30. SEVERABILITY

Each provision of this contract stands alone, and any provision of this contract that a court finds to be prohibited by law is ineffective to the extent of such prohibition without invalidating the remainder of this contract.

31. LEGAL ARIZONA WORKERS ACT COMPLIANCE

For the procurement of services in the State of Arizona, Contractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor will take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to ensure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Section is the responsibility of Contractor. In the event that remedial action under this Section results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay will be excusable delay for which Contractor is entitled to an extension of time, but not costs.

32. CONTROL OF DATA PROVIDED BY COUNTY

For those projects and contracts where County has provided data to enable the Contractor to provide contracted services or products, unless County otherwise specifies and agrees in writing, Contractor will treat, control and limit access to said information as confidential and will under no circumstances release any data provided by County during the term of this contract and thereafter, including but not limited to personal identifying information as defined by A.R.S. § 44-1373, and Contractor is further prohibited from selling such data directly or through a third party. Upon termination or completion of the contract, Contractor will either return all such data to County or will destroy such data and confirm destruction in writing in a timely manner not to exceed sixty (60) calendar days.

33. ISRAEL BOYCOTT CERTIFICATION

Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has ten (10) or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

34. FORCED LABOR OF ETHNIC UYGHURS

Pursuant to A.R.S. § 35-394 if Contractor engages in for-profit activity and has 10 or more employees, Contractor certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the Contract that the Company is not in compliance with A.R.S. § 35-394, Contractor must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.

35. ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Contract supersedes all prior or contemporaneous agreements and understandings, oral or written.

END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS

EXHIBIT A: SCOPE OF SERVICES

1. GENERAL REQUIREMENTS (APPLICABLE TO ALL GROUPS):

- 1.1. Contractor will facilitate the sale of excess property through live public auction, in-person and online, or a combination thereof.
- 1.2. The Contractor is responsible to provide a dedicated account manager responsible to coordinate activities and tasks with the County, and to manage all transportation/pick-up, storage, item preparation, advertising and auctioning services required to dispose of the County's surplus items. Services include but are not limited to cash handling, inventorying, record keeping, and security as required by County.
- 1.3. Minimum service hours shall be from 8:00 A.M. to 5:00 P.M. Local Tucson, AZ (MST) time, Monday through Friday.
- 1.4. Contractor must have a policy in place to secure privacy and protect against fraud.
- 1.5. All surplus property disposal services performed by the Contractor must meet the provisions of the Pima County Board of Supervisors Policy D.29.11 Surplus Personal Property, incorporated herein by reference and as may be amendment.

2. TRANSPORT/PICK-UP (APPLICABLE TO ALL GROUPS):

- 2.1. Contractor must provide services required to pick-up items and equipment, as designated by County, from various locations throughout the County (excluding Ajo, AZ) and transport them to the Contractor's facility or auction location, at no cost to County.
 - 2.1.1. Contractor will be responsible for any damage to items after it has taken possession.
 - 2.1.2. Compensation for any damage to the items or equipment will be equal to the County's estimated value minus the actual selling price at auction. If the item is not successfully auctioned the damaged item will be purchased by the Contractor at the County's estimated value.
 - 2.1.3. Pima County reserves the right to deliver items to Contractor's site at no cost.

3. STORAGE (APPLICABLE TO ALL GROUPS):

- 3.1. Contractor will properly store items until taken possession by successful bidder. All items will be protected from the elements as reasonably possible, for example, electronics should not be left outside during a rainstorm. Outside items should be covered for protection. All items will be monitored, and security provided to guard against theft or vandalism.

4. ITEM PREPARATION (APPLICABLE TO ALL GROUPS):

- 4.1. Contractor will ensure all County assets to be sold have been inspected, to verify any extraneous or extra County property that may be enclosed, attached, or is otherwise not generally considered a part of the asset has been removed and returned to County promptly. All costs associated with the preparation of property to be auctioned must be agreed upon prior to sale.
- 4.2. Each item will have a sufficient number of photos, minimum four (4) to allow prospective bidders to ascertain the quality and condition of the item(s).
- 4.3. For electronic devices to be sold Contractor must be capable of "wiping" stored data from those devices.

5. ADVERTISE (APPLICABLE TO ALL GROUPS):

- 5.1. The County will be responsible to advertise each surplus auction according to ASRS statute. Advertising will occur in a newspaper circulated in Pima County and include a general description of the property to be sold.
- 5.2. Contractor will assist the County in obtaining a fair market value and establishing an appropriate sale price. All items are to be sold "as-is" "where at" basis with no records conveyed with purchase and no warranty, expressed, implied or otherwise. The successful buyer is responsible for pick-up and transportation of all items after payment.
- 5.3. Contractor will maintain current active bidder lists and notify, at the very least, individuals on it with Arizona addresses of any auctions that include property from the County. Acceptable forms of notification include U.S. mail, e-mail, or telephone. Marketing and advertising will be based on sale items and volume, which may include direct marketing, web-based marketing, and social media.

6. ONLINE AND IN-PERSON AUCTION SERVICES (APPLICABLE TO ALL GROUPS):

- 6.1. The Contractor at a minimum is expected to have a user friendly and functional website (24 hours a day, 365 days a year) that allows bidders from over the entire United States to make bids on County submitted items.

- 6.2. Contractor will provide all necessary software to conduct online auctions. The Contractor will be responsible for ongoing maintenance, support or upgrades of software used to conduct online auctions.
- 6.3. Contractor must have the capability to offer a site-specific webpage dedicated to Pima County or a filter feature to show a comprehensive list of Pima County's items for auction.
- 6.4. The system must be capable of adding, withdrawing, and canceling auctions without penalty.
- 6.5. Contractor must have a disaster recovery plan that covers security and systems failures.
- 6.6. The Contractor must have the ability to set an opening bid on specialized items that meet County's requirements, if no bids are received or bids do not meet reserve, Contractor may negotiate highest bid price for acceptance by County.
- 6.7. All items will be auctioned on timed process basis.

7. RECORDS (APPLICABLE TO ALL GROUPS):

- 7.1. The Contractor will maintain and keep accurate records for each item of County property auctioned or sold. This is to include model number(s), serial number(s), asset tag number(s), description, lot number, date each item was auctioned/sold, the amount each item was sold for and buyer information, including the name, address, and telephone number.
- 7.2. Contractor will collect all fees and any applicable sales taxes from the buyer. Fees to a buyer must be included in the sales contract and must be disclosed to the buyer prior to sale. Contractor must have capability to ensure money and sales tax are collected from buyer within three (3) business days of auction closing and require forfeiture of item(s) if not paid in three (3) business days after auction closing. Sales tax is the responsibility of the auction house. Fees and commission rates will not vary during the contract term.
- 7.3. County commission proceeds from completed auction must be received within ten (10) business days of auction closing. Proceeds will have an itemized listing of all items auctioned. Specific charges/fees deducted from the sales price must be itemized. The Contractor's consignor settlement must match the County auction spreadsheet.

8. UNSOLD ITEMS (APPLICABLE TO ALL GROUPS):

- 8.1. If Contractor is unable to auction item(s) for a minimal amount set by the County, they may be held for a future auction. All property must be accounted for.
- 8.2. The Contractor and County will decide on the number of additional auctions to sell item(s) and a proper method to dispose of the item(s), if they remain unsold, which may be one of the following:
 - 8.2.1. Return at no expense to the County to an agreed upon County site.
 - 8.2.2. Delivery at no expense to the County to a proper disposal site.
 - 8.2.3. Release of item to a responsible charity.

9. FLEET SERVICES DEPARTMENT REQUIREMENTS (APPLICABLE TO GROUP 1 ONLY):

- 9.1. Contractor may be required to remove any official markings/decals on County surplus vehicles and equipment.
- 9.2. County will provide notarized titles for all vehicles prior to transportation to auction location.
- 9.3. All sales pursuant to this group must be in accordance with A.R.S. § 28-4412 including providing each purchaser with the written statement that is at a minimum in bold or in bold in a different color than that used in the rest of the agreement that the vehicle is being sold **"AS IS. EXCEPT AS EXPRESSLY SET FORTH HEREIN, BUYER UNDERSTANDS AND AGREES THAT THE PROPERTY IS SOLD ON AN "AS IS, WHERE IS" BASIS, AND THAT SELLER DISCLAIMS ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE"**.
- 9.4. County reserves the right to halt sale of all auction vehicles, equipment, accessories due to fiscal year end activities and reconciliation.
- 9.5. Contractor will submit proceeds from this group to:
Pima County Fleet Services
1291 S Mission Road
Tucson, AZ 85713

10. RWRD REQUIREMENTS (APPLICABLE TO GROUP 3 ONLY):

- 10.1. Contractor will submit proceeds from this group to:
Pima County Regional Wastewater Reclamation Department

201 N Stone
Tucson, AZ 85701

11. SHERIFF'S DEPARTMENT REQUIREMENTS (APPLICABLE TO GROUP 4 ONLY):

- 11.1. The following categories of items may be auctioned pursuant to this group:
 - 11.1.1. Evidence items
 - 11.1.2. RICO items
 - 11.1.3. Surplus items
 - 11.1.4. Empty shells
- 11.2. Contractor must be able to respond to Property & Evidence facility to take custody of weapons.
- 11.3. Contractor must grant Pima County Sheriff's Department access to online systems for purposes of audit and review.
- 11.4. Contractor must dispose of any unsafe or unusable ammo through their own processes at no cost to County.
- 11.5. Contractor should have appraisal services to determine authenticity of real or fraudulent unclaimed or seized items.
- 11.6. Contractor should have capabilities to destroy any unclaimed or seized items that do not meet selling requirements.
- 11.7. Contractor may group unclaimed or seized items together for auction purposes.
- 11.8. Proceeds from RICO designated items payable to Pima County Anti-Racketeering Fund all other proceeds are payable to Pima County Sheriff's Department. All proceeds from this group should be submitted to:
Pima County Sheriff's Department
1750 E Benson Highway
Tucson, AZ 85714

END OF EXHIBIT A.