



Response to NCPA RFP # 13-22

Request for Proposal (RFP) for Auction Services

Solicitation Number: 13-22

Publication Date: Tuesday, February 8th, 2022

Notice to Respondent:

Submittal Deadline: Thursday, March 24th, 2022 2:00 pm CST

Questions regarding this solicitation must be submitted [to questions@ncpa.us](mailto:toquestions@ncpa.us) no later than Thursday, March 17th, 2022. All questions and answers will be posted to <http://www.ncpa.us/solicitations>.

It is the intention of Region 14 Education Service Center (herein "Region 14 ESC") to establish a Master Agreement for Auction Services for use by Region 14 ESC and other public agencies supported under this contract. This Request for Proposal is issued on behalf of the National Cooperative Purchasing Alliance through a public agency clause, which provides that any county, city, special district, local government, school district, private K-12 school, higher education institution, state, other government agency, healthcare organization or nonprofit organization may purchase Products and Services through this contract. Respondents will be required to execute the NCPA Administration Agreement upon award.

This contract will allow agencies to purchase on an "as needed" basis from a competitively awarded contract. Respondents are requested to submit their total line of available products and services. While this solicitation specifically covers Auction Services, respondents are encouraged to submit an offering on any or and all products and services available that they currently perform in their normal course of business.

Responses shall be received electronically no later than the submittal deadline via our online Bonfire portal at ncpa.bonfirehub.com

Immediately following the deadline, all responses will be publicly opened and the respondents recorded. Any response received later than the specified deadline will be disqualified.

Responses will remain sealed by our online Bonfire portal until the bid opening time specified. Responses received outside our online Bonfire portal will not be accepted. Sealed responses may be submitted on any or all items, unless stated otherwise. Proposal may be rejected for failure to comply with the requirements set forth in this invitation.



Competitive Solicitation by
Region 14 Education Service Center

For

Auction Services

On behalf of itself and other Government Agencies

And made available through the

National Cooperative Purchasing Alliance

RFP # 13-22

NCPA

National Cooperative Purchasing Alliance



Response to NCPA RFP # 13-22



Submitted By:
JJ Kane Associates, Inc. DBA Auctioneers

Submitted To:
National Cooperative Purchasing Alliance

Introduction / Scope

- Region 14 ESC on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organizations (herein “Public Agency” or collectively “Public Agencies”) is soliciting proposals from qualified vendors to enter into a Master Agreement for a complete line of Auction Services.
- Region 14 ESC, as the lead public agency, has partnered with NCPA to make the resultant contract available to all participating agencies in the United States. NCPA provides marketing and administrative support for the awarded vendor that promotes the successful vendor’s products and services to Public Agencies nationwide. The Vendor will execute the NCPA Administration Agreement (Tab 2) upon award. Vendor should thoroughly review all documents and note any exceptions to NCPA terms and conditions in their proposal.
- Awarded vendor(s) shall perform covered product or services under the terms of this agreement. Respondents shall provide pricing based on a discount from their standard pricing schedules for products and/or services offered. Electronic Catalog and/or price lists must accompany the proposal. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included.
- Each product or service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Respondents may elect to limit their proposals to a



Response to NCPA RFP # 13-22

single product or service within any category, or multiple products or services within any and all categories.

- National Cooperative Purchasing Alliance (NCPA)
 - > The National Cooperative Purchasing Alliance (herein “NCPA”) assists public agencies to increase their efficiency and reduce their costs when procuring goods and services. This is accomplished by awarding competitively solicited contracts that are leveraged nationally by combining the volumes and purchasing power of entities nationwide. Our contracts are available for use by any entity that complies with procurement laws and regulations.
- It is the intention of Region 14 ESC and NCPA to achieve the following objectives through this RFP.
 - > Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Public Agencies;
 - > Achieve cost savings of Vendors and Public Agencies through a single competitive solicitation process that eliminates the need for multiple proposals;
 - > Combine the purchasing power of Public Agencies to achieve cost effective pricing;
 - > Reduce the administrative and overhead costs of Vendors and Public Agencies through state of the art purchasing procedures.

Instructions to Respondents

- Submission of Response
 - > Only responses received via our online Bonfire portal will be accepted. Faxed or mailed responses will not be accepted.
 - > Responses may be submitted on any or all items, unless stated otherwise. Region 14 ESC reserves the right to reject or accept any response.
 - > Deviations to the terms, conditions and/or specifications shall be conspicuously noted in writing by the respondent and shall be included with the response.
 - > Withdrawal of response will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal.
- Public Bid Opening
 - > The public bid opening will be held via Zoom meeting. Interested parties who wish to attend the bid opening should email_contracts@ncpa.us by 4:00 pm the day before the bid opening date to receive an invitation.
- Required Proposal Format



- > Responses shall be provided electronically via our online Bonfire portal. Tabs should be used to separate the proposal into sections, as identified below. Respondents failing to organize in the manner listed may be considered non-responsive and may not be evaluated. It's recommended that all tabs, with the exception of Tab 7 (Pricing), be submitted in Portable Document Format (PDF). Please note pricing can be submitted separately in an alternate format (e.g. xlsx, xls, csv).
- Tabs
 - > Tab 1 – Master Agreement / Signature Form
 - > Tab 2 – NCPA Administration Agreement
 - > Tab 3 – Vendor Questionnaire
 - > Tab 4 – Vendor Profile
 - > Tab 5 – Products and Services / Scope
 - > Tab 6 - References
 - > Tab 7 - Pricing
 - > Tab 8 – Value Added Products and Services
 - > Tab 9 – Required Documents

Tab 1 – Master Agreement

General Terms and Conditions

- Customer Support
 - > The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.
- Disclosures
 - > Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
 - > The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.
- Renewal of Contract
 - > Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.



Response to NCPA RFP # 13-22

- Funding Out Clause
 - > Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
 - > Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.
- Shipments (if applicable)
 - > The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
- Tax Exempt Status
 - > Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.
- Payments
 - > The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.
- Adding authorized distributors/dealers
 - > Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
 - > Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
 - > Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
 - > All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.
- Pricing
 - > All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor’s responsibility to keep all pricing up to date and on file with NCPA.



Response to NCPA RFP # 13-22

- > All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing
- Warranty
 - > Proposal should address the following warranty information:
 - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period. [There is no warranty offered by JJ Kane for Remarketing Auction Services](#)
 - Availability of replacement parts
 - Life expectancy of equipment under normal use
 - Detailed information as to proposed return policy on all equipment
 - > Products
 - Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects
 - > Construction
 - Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.
- Safety
 - > Vendors performing services shall comply with occupational safety and health rules and regulations. Also all vendors and subcontractors shall be held responsible for the safety of their employees and any conditions that may cause injury or damage to persons or property.
- Permits
 - > Since this is a national contract, knowing the permit laws in each state is the sole responsibility of the vendor.
- Indemnity
 - > The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the [negligent act or omission or willful misconduct](#) actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.
- Franchise Tax
 - > The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.
- Supplemental Agreements
 - > The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above



Response to NCPA RFP # 13-22

the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

- Certificates of Insurance
 - > Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.
- Legal Obligations
 - > It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.
- Protest
 - > A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:
 - Name, address and telephone number of protester
 - Original signature of protester or its representative
 - Identification of the solicitation by RFP number
 - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
 - > Any protest review and action shall be considered final with no further formalities being considered.
- Force Majeure
 - > If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
 - > The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders and regulation of any kind of government of



the United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

- Prevailing Wage
 - It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.
- Termination
 - Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.
- Open Records Policy
 - Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).
 - The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.



Process

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- Contract Administration
 - > The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- Contract Term
 - > The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.
 - > It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- Contract Waiver
 - > Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- Products and Services additions
 - > Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.
- Competitive Range
 - > It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- Deviations and Exceptions
 - > Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- Estimated Quantities



- > The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$50 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation
- Evaluation
 - > Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.
- Formation of Contract
 - > A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process. Contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.
- NCPA Administrative Agreement
 - > The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.
- Clarifications / Discussions
 - > Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.



Response to NCPA RFP # 13-22

- Multiple Awards
 - > Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.
- Past Performance
 - > Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

Evaluation Criteria

- Pricing (40 points)
 - > Electronic Price Lists
 - Products, Services, Warranties, etc. price list
 - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.
- Ability to Provide and Perform the Required Services for the Contract (25 points)
 - > Product Delivery within participating entities specified parameters
 - > Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
 - > Vendor's ability to perform towards above requirements and desired specifications.
 - > Past Cooperative Program Performance
 - > Quantity of line items available that are commonly purchased by the entity.
 - > Quality of line items available compared to normal participating entity standards.
- References and Experience (20 points)
 - > A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
 - > Respondent Reputation in marketplace
 - > Past Experience working with public sector.
 - > Exhibited understanding of cooperative purchasing
- Value Added Products/Services Description, (8 points)
 - > Additional Products/Services related to the scope of RFP
 - > Marketing and Training
 - > Minority and Women Business Enterprise (MWBE) and (HUB) Participation



Response to NCPA RFP # 13-22

- > Customer Service

- Technology for Supporting the Program (7 points)
 - > Electronic on-line catalog, order entry use by and suitability for the entity's needs
 - > Quality of vendor's on-line resources for NCPA members.
 - > Specifications and features offered by respondent's products and/or services



Response to NCPA RFP # 13-22

Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name [JJ Kane Associates, Inc.](#)

Address [33 Inverness Center Pky](#)

City/State/Zip [Birmingham AL 35242](#)

Telephone No. [205-408-2341](#)

Fax No. [N/A](#)

Email Address riley.browne@jjkane.com

Printed Name [Riley Browne](#)

Position with company [Regulatory Operations Manager](#)

Authorized signature **Riley Browne**

000019602

Digitally signed by: Riley Browne
000019602
DN: CN = Riley Browne 000019602 email
= Riley.Browne@altec.com OU =
Company, Divisions, Roanoke, Associates
Date: 2022.03.24 13:47:53 -05'00'



Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of April 19, 2022, by and between National Cooperative Purchasing Alliance (“NCPA”) and [JJ Kane Associates, Inc.](#) (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated April 19, 2022 referenced as Contract Number 02-129, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Auction Services;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as “public agency” or collectively, “public agencies”) may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

◆ General Terms and Conditions

- > The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- > NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall



accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor’s obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.

- > Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- > NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- > With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region 14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.
- > The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

• Term of Agreement

- > This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

• Fees and Reporting

- > The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15th) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount



Total

- > Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor’s annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

Annual Sales Through Contract	Administrative Fee
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

- > Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA’s costs and expenses for such audit.

◆ General Provisions

- > This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- > Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- > If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney’s fees and costs in addition to any other relief to which such party may be entitled.
- > Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA, provided, however, that the Vendor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation,



Response to NCPA RFP # 13-22

change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.

- > This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- > All written communications given hereunder shall be delivered to the addresses as set forth below.

National Cooperative Purchasing Alliance:

Name: Matthew Mackel

Title: Director, Business Development

Address: PO Box 701273, Houston, TX 77270

Signature: 

Date: April 19, 2022


Vendor:

Name: [JJ Kane Associates, Inc.](#)

Title: [Regulatory Operations Manager](#)

Address: [33 Inverness Center Parkway, Birmingham, AL 35242](#)

Signature: Riley Browne
000019602

 Digitally signed by: Riley Browne 000019602
DN: CN = Riley Browne 000019602 email =
Riley.Browne@jaltec.com OU = Company,
Divisions, Roanoke, Associates
Date: 2022.03.24 13:48:16 -05'00'

Date: [3-24-2022](#)

Tab 3 – Vendor Questionnaire

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

◆ States Covered

- Bidder must indicate any and all states where products and services can be offered.
- Please indicate the price co-efficient for each state if it varies.



50 States & District of Columbia (Selecting this box is equal to checking all boxes below)

- | | | |
|-----------------------------------------------|-----------------------------------------|-----------------------------------------|
| <input type="checkbox"/> Alabama | <input type="checkbox"/> Maryland | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Alaska | <input type="checkbox"/> Massachusetts | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> Michigan | <input type="checkbox"/> Tennessee |
| <input type="checkbox"/> Arkansas | <input type="checkbox"/> Minnesota | <input type="checkbox"/> Texas |
| <input type="checkbox"/> California | <input type="checkbox"/> Mississippi | <input type="checkbox"/> Utah |
| <input type="checkbox"/> Colorado | <input type="checkbox"/> Missouri | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> Connecticut | <input type="checkbox"/> Montana | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> Nebraska | <input type="checkbox"/> Washington |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Nevada | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Florida | <input type="checkbox"/> New Hampshire | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Georgia | <input type="checkbox"/> New Jersey | <input type="checkbox"/> Wyoming |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> New Mexico | |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> New York | |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> North Carolina | |
| <input type="checkbox"/> Indiana | <input type="checkbox"/> North Dakota | |
| <input type="checkbox"/> Iowa | <input type="checkbox"/> Ohio | |
| <input type="checkbox"/> Kansas | <input type="checkbox"/> Oklahoma | |
| <input type="checkbox"/> Kentucky | <input type="checkbox"/> Oregon | |
| <input type="checkbox"/> Louisiana | <input type="checkbox"/> Pennsylvania | |
| <input type="checkbox"/> Maine | <input type="checkbox"/> Rhode Island | |



All US Territories and Outlying Areas (Selecting this box is equal to checking all boxes below)

- American Samoa
- Federated States of Micronesia
- Guam
- Midway Islands
- Northern Marina Islands
- Puerto Rico
- U.S. Virgin Islands

◆ Minority and Women Business Enterprise (MWBE) and (HUB) Participation

➢ It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

- Minority / Women Business Enterprise
 - Respondent Certifies that this firm is a M/WBE
- Historically Underutilized Business
 - Respondent Certifies that this firm is a HUB

◆ Residency

➢ Responding Company's principal place of business is in the city of Birmingham, State of AL

◆ Felony Conviction Notice

➢ Please Check Applicable Box;

- A publically held corporation; therefore, this reporting requirement is not applicable.
- Is not owned or operated by anyone who has been convicted of a felony.
- Is owned or operated by the following individual(s) who has/have been convicted of a felony

➢ If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

◆ Distribution Channel

➢ Which best describes your company's position in the distribution channel:

- Manufacturer Direct
- Authorized Distributor
- Value-added reseller
- Certified education/government reseller
- Manufacturer marketing through reseller
- Other: Remarketing Auction Services

◆ Processing Information

➢ Provide company contact information for the following:

- Sales Reports / Accounts Payable

Contact Person: Jonathan Julian
 Title: Sales Manager
 Company: JJ Kane Auctioneers
 Address: 33 Inverness Center Parkway
 City: Birmingham State: AL Zip: 35242
 Phone: 508-439-7336 Email: jonathan.julian@jjkane.com



▪ Purchase Orders

Contact Person: Jonathan Julian
Title: Sales Manager
Company: JJ Kane Auctioneers
Address: 33 Inverness Center Parkway
City: Birmingham State: AL Zip: 35242
Phone: 508-439-7336 Email: jonathan.julian@jjkane.com

▪ Sales and Marketing

Contact Person: Jonathan Julian
Title: Sales Manager
Company: JJ Kane Auctioneers
Address: 33 Inverness Center Parkway
City: Birmingham State: AL Zip: 35242
Phone: 508-439-7336 Email: jonathan.julian@jjkane.com

◆ Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.
 - If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

Yes No
- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

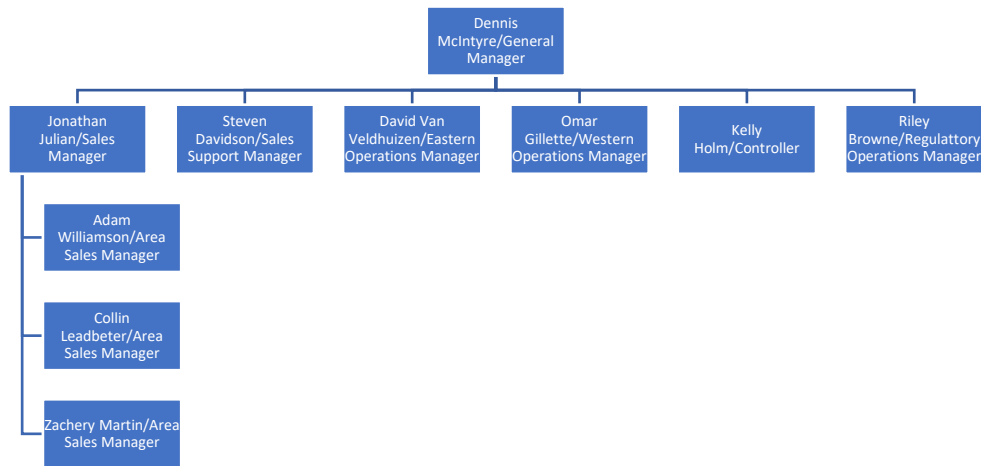
Yes No



Response to NCPA RFP # 13-22

Please provide the following information about your company:

- ◆ Company’s official registered name. [JJ Kane Associates, Inc.](#)
- ◆ Brief history of your company, including the year it was established. [J.J. Kane Auctioneers](#) has been in business since 1989. [J.J. Kane Auctioneers](#) is a nationwide auction company conducting over 100 public auctions annually. Sellers include government agencies, electric cooperatives, investor-owned utility companies, utility companies, manufacturers, contractors, lending institutions, rental companies, and more. [J.J. Kane](#) specializes in utility, power line, underground and construction equipment, specialty trucks, and fleet vehicles. [J.J. Kane](#) provides a turnkey solution by handling all aspects of the sale process. [J.J. Kane](#) takes pride in making our process as simple as possible for our sellers while simultaneously obtaining the highest returns on your investments.
- ◆ Company’s Dun & Bradstreet (D&B) number. [848374534](#)
- ◆ Company’s organizational chart of those individuals that would be involved in the contract.



- ◆ Corporate office location. [33 Inverness Center Parkway, Birmingham, AL 35242](#)
 - List the number of sales and services offices for states being bid in solicitation. [JJ Kane Auctioneers](#) has over 70 locations nationwide to auction equipment from. There is at least one sale each month which focuses on a different region of the country. Our schedule may change due to holidays but the general layout is as follows:

[First Tuesday – Central US](#)
[Second Tuesday – Northeastern US](#)
[Third Tuesday – Western US](#)
[Fourth Tuesday – South Eastern US](#)

JJ Kane auction sites:



Response to NCPA RFP # 13-22

95 3rd St NE	Graysville	AL	35073
30 Terraconway Dr	Conway	AR	72032
2505 W Durango St	Phoenix	AZ	85009
8668 Sparling Ln	Dixon	CA	95620
2884 S Cerry Ave	Fresno	CA	93706
4510 Muth Way	Jurupa Valley	CA	92509
2882 Pomona Blvd	Pomona	CA	91768
17900 Construction Way	Redding	CA	96003
641 Telluride St	Aurora	CO	80011
5303 126th Ave N	Clearwater	FL	33760
2750 Imeson Rd	Jacksonville	FL	32220
5470 New Kings Rd	Jacksonville	FL	32209
2157 NE Jacksonville Rd	Ocala	FL	34470
2455 Port West Blvd	Riviera Beach	FL	33407
1041 S 86th St	Tampa	FL	33619
2570 Old Okeechobee Rd	West Palm	FL	33409
100 Liberty Rd	Villa Rica	GA	30180
1600 NE 66th Ave	Des Moines	IA	50313
880 Rt 83	Grayslake	IL	60030
14354 Dearborn Ave	South Beloit	IL	61080
3020 Commercial Rd	Ft Wayne	IN	46809
5201 W 84th St	Indianapolis	IN	46268
1009 Vernon Rd	Wathena	KS	66090
3760 South Broadway	Wichita	KS	67216
105 Aerial Dr	Elizabethtown	KY	42701
2841 Verona Mudlick Rd, Suite B	Verona	KY	41092
175 Bay Ridge Rd	Opelousas	LA	70570
11 Fortune Blvd	Shrewsbury	MA	01545
1434 Hughes Ford Rd	Frederick	MD	21701
19530 Beaver Creek Rd	Hagerstown	MD	21740
7482 Shipley Ave	Harmans	MD	21077
2041 N Berwick Rd	Wells	ME	04090
750 Island Hwy	Charlotte	MI	48813
1255 Port Terminal Rd	Duluth	MN	55802
1109 Stagecoach Rd	Shakopee	MN	55379
5610 E 32nd St	Joplin	MO	64804
962 Tel Aviv Ave	Kansas City	MO	64153
5202 E US Highway 36	St Joe	MO	64507
1125 S Callahan Rd	Wentzville	MO	63385
16351 N Service Rd	Wright City	MO	63390
6033 I-55 / W Frontage Rd	Byram	MS	39272
135 Hwy 16	Glendive	MT	59330
4805 US Highway 93	Missoula	MT	59804
5600 Holly Shelter Rd	Castle Hayne	NC	28429
7439 Orr Rd	Charlotte	NC	28213
5555 Concord Pkwy S, Suite 328	Concord	NC	28027
200 Altec Way	Mount Airy	NC	27030
512 N Post Rd	Shelby	NC	28150



Response to NCPA RFP # 13-22

342 Chestnut Ave	Berlin Township	NJ	08091
1981 Montauk Hwy	Bell Port	NY	11713
15 Pine St	Deposit	NY	13754
5835 Success Dr	Rome	NY	13440
1180 Commerce Pkwy	Ashland	OH	44805
1236 Township Rd 1175	Ashland	OH	44805
1667 Watkins Rd	Columbus	OH	43207
9920 West Reno Ave	Oklahoma City	OK	73127
7020 Tolo Rd	Central Point	OR	97502
13817 NE Sandy Blvd	Portland	OR	97230
250 Laird St	Plains	PA	18705
1402 Conshohocken Rd	Plymouth Meeting	PA	19462
1000 Franklin Dr	Smock	PA	15480
544 E Dumplin Valley Rd	Kodak	TN	37764
6902 E Orem Dr	Houston	TX	77075
13107 W I-20 E	Odessa	TX	79765
2954 SE Loop 410	San Antonio	TX	78222
999 Solon Rd	Waxahachie	TX	75165
1111 S 3200 W	Salt Lake City	UT	84104
555 Fulton St	Salt Lake City	UT	84104
13301 Great Coastal Dr	Chester	VA	23836
820 State Route 161 N	Eatonville	WA	98328
944 Apple Blossom Dr	Neenah	WI	54956
1776 Interstate Hwy	Hanover	WV	24839

➤ List the names of key contacts at each with title, address, phone and e-mail address.

Jonathan Julian	Sales Manager	33 Inverness Center Parkway	Birmingham, AL	35242	(508)439-7336	Jonathan.julian@jjkane.com
Omar Gillette	Operations Manager	33 Inverness Center Parkway	Birmingham, AL	35242	(951)-657-9494	Omar.gillette@jjkane.com
David Van Veldhuizen	Operations Manager	33 Inverness Center Parkway	Birmingham, AL	35242	(317)-491-0435	David.vanveldhuizen@jjkane.com
Steven Davidson	Sales Support Manager	33 Inverness	Birmingham, AL	35242	(205)437-7215	Steven.davidson@jjkane.com



Response to NCPA RFP # 13-22

		s Center Parkway				
Kelly Holm	Controller	33 Inverness Center Parkway	Birmingham, AL	3524 2	(609)-413-1936	Kelly.holm@jjkane.com
Adam Williamson	Area Sales Manager	33 Inverness Center Parkway	Birmingham, AL	3524 2	(919)672-8392	Adam.williamson@jjkane.com
Collin Leadbeter	Area Sales Manager	33 Inverness Center Parkway	Birmingham, AL	3524 2	(508)713-7100	Collin.leadbeter@jjkane.com
Riley Browne	Regulatory Manager	33 Inverness Center Parkway	Birmingham, AL	3524 2	(205)-408-2341	Riley.browne@jjkane.com
Zachery Martin	Area Sales Manager	33 Inverness Center Parkway	Birmingham, AL	3524 2	(508)745-3341	Zachery.martin@jjkane.com

◆ Define your standard terms of payment.

Purchaser will be notified of its winning bid on the date of Sale. Invoices will be emailed to Purchaser no later than the end of the 1st business day following the date of Sale. Unless agreed to in writing by Auctioneer,

- Complete payment is required within 3 business days of the sale, in guaranteed funds: traveler's checks, money orders and/or bank certified checks. All major credit cards will be accepted, up to a \$10,000 maximum charge per customer per sale with no service fee. International Buyers will need to wire transfer full payment directly from your bank to J.J. Kane Auctioneers bank account. No International checks will be accepted. Company and personal checks will be accepted. International Purchasers are required to wire transfer full payment directly from Purchaser's banking institution to Auctioneer's bank deposit account. International checks will not be accepted. •
- Should Purchaser fail to pay in full for all Auction Item(s) within 3 business days following the date of Sale, Purchaser shall remain fully responsible for the purchase price therefor and the buyer's fee applicable thereto. In addition to all other rights of Auctioneer contained herein, if a default occurs and Purchaser has not made full payment by the 3rd business day following the date of Sale, Auctioneer may, in its sole discretion, elect to: (a) charge a 2% late fee and, for



Response to NCPA RFP # 13-22

so as long as the default continues to occur, all outstanding financial obligations shall bear interest at the interest rate of 2% per month (the "Default Interest Rate"). The Default Interest Rate shall apply from the date of the default through the time any judgment thereon is paid in full; or (b) declare any Auction Item(s) for which full payment has not been received a "No Sale" and charge a 20% restocking fee with respect to each such Auction Item equal to the greater of (i) 20% of the applicable sale price for the Auction Item or (ii) \$250.

- If for any reason a court or arbitrator(s) deems the Default Interest Rate excessive or impermissible, the arbitrator(s) or judge shall impose the maximum default interest rate permitted and all other terms contained herein shall remain valid and enforceable. Purchaser acknowledges and agrees that Purchaser shall be responsible for any applicable towing, storage and restocking fees and all reasonable attorneys' fees, court costs, default interest and other costs incurred by Auctioneer associated with the enforcement of this provision.

◆ Who is your competition in the marketplace?

Municibid

Gov Deals

Bidadoo

Ritchie Brothers/Iron Planet

Purple Wave

◆ What differentiates your company from competitors?

The history, tradition and culture of JJ Kane are founded on our values:

- Customer first
- Enjoyment of work
- Family
- Financial stability
- Integrity
- People are our greatest strength



Response to NCPA RFP # 13-22

- Quality
- Spiritual development
- Teamwork

- JJ Kane Auctioneers promotes an environment built on teamwork where knowledge is shared and innovative service solutions are the result. The expertise of our Team is as critical to our success as the effectiveness of our service and solutions. At JJ Kane Auctioneers, you can personally excel while making a difference to the company, our customers and communities.

- JJ Kane is a Nationwide Service Company with over 70 locations in the United States. JJ Kane's technological advancements comes through our digital marketing platforms which include our AWS website server, social media platforms such as Facebook, Twitter and Proxibid.com who is also our online bidding platform. Proxibid allows bidders to place bids on items up to 30 days in advance when items are listed online which includes bid extensions up to 90 seconds in the last minute of bidding. Every Item that is listed online for auction has conditions noted in addition to a minimum of 20 photo's for each item. In addition to the above, our digital advertising and marketing advancements help establish our market presence throughout the United States and many International countries.

◆ Describe how your company will market this contract if awarded.

- We communicate with our database of over 100,000 opted-in contacts (over 80% actively engaged) through promotional emails.
- * Frequency:
- * Auction Preview: sent one week prior to auction close date.
- * Auction Reminder: sent one day prior to auction close date.
- * Promotional emails are personalized using dynamic content based on industry.
- * We send out weekly MMS messages promoting upcoming auctions.
- * MMS messages are personalized using dynamic content based on industry.
- * Feature in our daily organic social media posts.
- * Run Facebook and Instagram advertisements before every auction using look-a-like audiences based on the top 1% of website traffic and previous ad clicks.
- * List inventory on Facebook Marketplace.
- * List inventory on third-party sites for additional exposure.
- * Construction Equipment Guide
- * Machinio
- * Equipment Trader Online
- * Rock & Dirt
- * My Little Salesman
- * Commercial Truck Trader
- * Feature equipment in monthly Construction Equipment Guide newsletter.
- * Feature equipment on our website home page.



Response to NCPA RFP # 13-22

- * Create custom landing page to host only your equipment.
 - * This landing page can be shared on our social media channels (Facebook, Instagram, LinkedIn, Twitter) for extra promotion.
 - We personalize our communication to deliver relevant content to our database. This personalization is driven by the use of dynamic content based on industry. Industries are assigned using contact data as well as purchase history, bidding history, and blind form submissions embedded in our promotional emails.
 - * We use this same method of personalization in our MMS strategy ads
 - * We create multiple ad sets per auction and target appropriately based on user's industry.
 - Audiences
 - * Our ads are strategically served using look-a-like modeling.
 - * We also use PSID's from Facebook Marketplace inquiries to enhance our look-a-like
 - *audiences based on product.
- ◆ Describe how you intend to introduce NCPA to your company. Our team is familiar with NCPA since we hold the current contract. However, as we continue to grow we will provide new training and refresher training to associates so they understand how to utilize this tool. We will also post contract information and best practice guidance on our internal site.
- ◆ Describe your firm's capabilities and functionality of your on-line catalog / ordering website. Catalogs for sales are active on JJ Kane and Proxibid.com up to 30 days prior to the sale, maximizing marketing efforts and exposure. Robust search features include searching for items by location, industry, equipment category, make and model. Bidding begins 5 days prior to the close of the auction. Closing time on lots is continually extended each time a bid is accepted within 60 seconds of the lot closing. Bidders are able to save lots that they are interested in and place maximum bids on items.
- ◆ Describe your company's Customer Service Department (hours of operation, number of service centers, etc.) We have a dedicated Customer Service Team in place at JJ Kane Auctioneers. This team fields all of JJ Kane's call volume and can assist with general questions as well as specific areas such as title tracking and payments. Any items that require follow up are placed into a ticketing system that is used for visibility and tracking. This closed loop system assures that conflict resolution is attained. Our goal is to make decisions and follow up within 24 hours on issues that needed to be escalated above our customer service representatives. Our customer service center is staffed from 8:00 AM – 7:00 PM CST.
- ◆ Green Initiatives (if applicable)
- As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.



Response to NCPA RFP # 13-22

JJ Kane sells Electric and Hybrid vehicles to the secondary markets across the country for many investor owned utilities and power providers. All facilities in the corporation, including auction yards and service centers, have converted to energy efficient LED lighting. All new construction is reviewed and where applicable, energy efficiency products/construction are included (i.e., LED lighting, high efficiency gas burners, Energy Star appliances, motion activated lighting , etc.).

- Our St. Joseph, MO facility has installed solar energy on three of the buildings on campus.
- Altec EcoEasy Common Sustainability Goals. Green purchasing policies using Best-Value approach utilizing Staples' environmental office products and supplies has been implemented Corporate wide.

Our parent company, Altec Industries, Inc. (www.altec.com) is the industry leader for sustainability efforts and is dedicated to listening and creating solutions. That's why we acknowledge the tremendous challenges and opportunities our customers face and aspire to responsibly care for the environment and the communities in which we operate. Altec's allegiance is evident in the development of numerous sustainability initiatives:

The Industry's First Green-Focused Facility. Located in Dixon, CA, Altec products are manufactured in a plant that features state-of-the-art sustainable construction that exceeds Title 24 energy and lighting codes.

- Meeting Customer Needs. Our Green Fleet product line decreases fuel consumption and greenhouse gas emissions, while lowering noise pollution. In partnership with the Department of Energy, Electric Partners Research Institute, CALSTART Hybrid Truck Users Forum and others, we offer a range of hybrid/electric and job-site energy management systems, along with recycled lightweight materials and alternative fuels.
- Facilities and Processes. Each Altec facility has established procedures and environmental management programs and actively engages in recycling steel, copper and aluminum, as well as consumer recyclables. The installation of powder coat and e-coat paint systems has substantially reduced solid waste volume and air emissions, and energy-efficient lighting has replaced traditional lighting in all facilities.
- Altec EcoEasy Common Sustainability Goals. Green purchasing policies using Best-Value approach utilizing Staples' environmental office products and supplies has been implemented Corporate wide.

◆ Anti-Discrimination Policy (if applicable)

- Describe your organizations' anti-discrimination policy.

JJ Kane recognizes that a diverse and talented workforce is a key competitive advantage. Our business success is reflected in the quality and skill of our people. Inclusion means understanding, valuing and respecting workplace diversity, so that no associate is excluded from the workplace nor the opportunity to develop skills and talents consistent with our values and business objectives.



Response to NCPA RFP # 13-22

We are equal opportunity employers and maintain affirmative action plans to recruit, retain, develop and promote qualified individuals without unlawful consideration of race, gender, color, religion, sexual orientation, national origin, age, disability, citizenship status, veteran status, or any other characteristic protected by federal, state or local law.

JJ Kane's parent company Altec is a National Corporate Member of the Women's Business Enterprise National Council.

We strive to find small business suppliers who will meet the quality and liability requirements, to supply products/services that meet/exceed our manufacturing standards. Suppliers who are interested in doing business with JJ Kane and Altec are encouraged to register on our Supplier portal, located on our website.

JJ Kane strives to maintain a work environment free from unlawful discrimination and harassment, where Associates are treated with respect and dignity.

JJ Kane requires all supervisors to complete Unconscious bias training.

◆ Vendor Certifications (if applicable)

- Provide a copy of all licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.

JJ Kane follows all state and federal guidelines pertaining to auction licenses, permits, zoning, insurance, OSHA, EPA and all required business licenses to conduct auction sales throughout the United States. Authorized Representative Riley Browne holds a Certified Schedules Contracts Manager (CSCM) certification. Copies available upon request.

JJ Kane is a member of the following associations:

- National Auctioneer Association NAA
- Power Contractor Communication Association.
- PCCA
- Electric Utility Fleet Managers Conference EUFMC
- Investment Recovery Association IRA
- International Society of Arboriculture ISA
- Tree Care Industry Association TCIA
- American Rental Association ARA
- National Fleet Management Association NAFA
- National Rural Electric Cooperative Association NRECA

Tab 5 – Products and Services

- ◆ Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.
- ◆ Warranty
 - Proposal should address the following warranty information:
 - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
 - Availability of replacement parts
 - Life expectancy of equipment under normal use
 - Detailed information as to proposed return policy on all equipment
 - Products
 - Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects
 - Construction
 - Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.
- ◆ The following is a list of suggested (but not limited to) Auction Services categories. List all categories along with manufacturer that you are responding with:

The following are items from the list that are regularly or have been auctioned through our service:

- Auto Parts
- Auto Repair Equipment
- Backhoes and Loaders
- Bucket Trucks
- Bulldozers
- Cable Plows
- Camera
- Cars
- Clothing, Shoes & Accessories
- Coins & Currency
- Collectibles
- Commercial Truck Parts
- Computer
- Construction Materials



Response to NCPA RFP # 13-22

- Cranes
- Digger Derricks and Pressure Diggers
- Directional Drills
- Dump Trucks
- Electronics
- Estate & Personal Property
- Excavators
- Flatbed Trucks
- Food & Beverage Service
- Home Furniture
- Industrial Machinery & Equipment
- Jewelry
- Landscape & Commercial Lawncare
- Major Appliances
- Medical & Lab
- Motorcycles, ATVs, Golf and Yard Carts
- Musical Instruments
- Office
- Phones
- Pickup Trucks and Service Trucks
- Specialty Vehicles and Equipment
- Sporting Goods
- SUVs
- Tools, Attachments, Parts, and Accessories
- TV, Video and Audio
- Vans
- Trailers
- Trenchers
- Wood Chippers



Response to NCPA RFP # 13-22

Tab 7 – Pricing

- ◆ Please submit price list electronically via our online Bonfire portal (pricing can be submitted as Discount off MSRP, cost plus, etc). Products, services, warranties, etc. should be included in price list. Prices submitted will be used to establish the extent of a respondent’s products and services (Tab 5) that are available and also establish pricing per item.

- ◆ Price lists must contain the following:
 - Product name and part number (include both manufacturer part number and respondent part number if different from manufacturers).
 - Description
 - Vendor’s List Price
 - Percent Discount to NCPA participating entities

- ◆ Not To Exceed Pricing
 - NCPA requests pricing be submitted as “not to exceed pricing” for any participating entity.
 - The awarded vendor can adjust submitted pricing lower but cannot exceed original pricing submitted for solicitation.
 - NCPA requests that vendor honor lower pricing for similar size and scope purchases to other members.

“Price List – and Notes JJ Kane” document attached to Bonfire site, This is the same pricing structure that JJ Kane uses for all Cooperative Purchasing agreements, and there is not better pricing available through our cooperative purchasing agreements.



Response to NCPA RFP # 13-22

Tab 8 – Value Added Products and Services

◆ Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.

* Transportation Services - JJ Kane can schedule transportation of equipment off of consignor yards and to a JJ Kane auction yard.

* Appraisal Services - JJ Kane can provide appraisal services for your equipment

* Financing Services - JJ Kane can work with our parent company, Altec, to offer financing for our customers.

* Decommission and cleaning services - JJ Kane is able to decommission and clean equipment to increase auction value.

* JJ Kane also offers a BUY NOW platform on our website www.jjkane.com.

* JJ Kane also has a nationwide service called Repair Central that utilizes repair services throughout the United States who are available 24 hours.

* JJ Kane also can offer operator training for Altec products through the Altec Sentry Training Program.

Tab 9 – Required Documents

- Federal Funds Certifications
- Clean Air and Water Act & Debarment Notice
- Contractors Requirements
- Antitrust Certification Statements
- Required Clauses for Federal Assistance by FTA

Federal Funds Certifications



Response to NCPA RFP # 13-22

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

- Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

- Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

- Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as



Response to NCPA RFP # 13-22

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

- Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.



Response to NCPA RFP # 13-22

- Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in



compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and all subrecipients shall certify and disclose accordingly.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in



Response to NCPA RFP # 13-22

accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

CERTIFICATION OF ACCESS TO RECORDS

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.



Response to NCPA RFP # 13-22

Offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted in the pages above. It is further acknowledged that offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances as applicable.

Offeror: [JJ Kane Associates, Inc.](#)

Address: [33 Inverness Center Parkway](#)

City, State, Zip: [Birmingham, AL 35242](#)

Authorized Signature: **Riley Browne**

Date: [3-24-2022](#)

000019602

Digitally signed by: Riley Browne
000019602
DN: CN = Riley Browne 000019602 email
= Riley.Browne@altec.com OU =
Company, Divisions, Roanoke, Associates
Date: 2022.03.24 13:49:05 -05'00'



Response to NCPA RFP # 13-22

Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations

Potential Vendor: [JJ Kane Associates, Inc.](#)

Print Name: [Riley Browne](#)

Address: [33 Inverness Center Parkway](#)

City, State, Zip: [Birmingham, AL 35242](#)

Authorized Signature: **Riley**
Browne
000019602

Digitally signed by: Riley
Browne 000019602
DN: CN = Riley Browne
000019602 email = Riley.
Browne@altec.com OU =
Company, Divisions, Roanoke,
Associates
Date: 2022.03.24 13:49:16 -
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Date: [3-24-2022](#)



Contractor Requirements

Contractor Certification Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.



Response to NCPA RFP # 13-22

Authorized signature

Date [3-24-2022](#)

Riley
Browne
000019602

Digitally signed by: Riley Browne
000019602
DN: CN = Riley Browne
000019602 email = Riley.
Browne@altec.com OU =
Company, Divisions, Roanoke,
Associates
Date: 2022.03.24 13:49:31 -05'00'



Antitrust Certification Statements (Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name: [JJ Kane Associates, Inc.](#)

Address [33 Inverness Center Pkw](#)

City/State/Zip [Birmingham, AL 35242](#)

Telephone No. [205408-2341](#)

Fax No. [N/A](#)

Email address riley.browne@jjkane.com

Printed name [Riley Browne](#)

Position with company [Regulatory Operations Manager](#)

Authorized signature Riley Browne 000019602
Digitally signed by: Riley Browne.000019602
DN: CN = Riley Browne
000019602 email = Riley.Browne@altec.com OU = Company, Divisions, Roanoke, Associates
Date: 2022.03.24 13:49:47 -05'00'



Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
 - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC)



Response to NCPA RFP # 13-22

implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

- c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
 - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
 - 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.



- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).
- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.



Response to NCPA RFP # 13-22

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to an



Response to NCPA RFP # 13-22

obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.



Response to NCPA RFP # 13-22

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.



Response to NCPA RFP # 13-22

State Notice Addendum

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal: http://www.usa.gov/Agencies/State_and_Territories.shtml

<https://www.usa.gov/local-governments>