

Region 4 Education Service Center (ESC)

Contract # R190602

for

Auctioneer Services and Related Products

with

Lemons Auctioneer, LLC & Online Pros

Effective: February 1, 2020

The following documents comprise the executed contract between the Region 4 Education Service Center and Lemons Auctioneer, LLC & Online Pros, effective February 1, 2020:

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the RFP, incorporated by reference

**OMNIA PARTNERS
REGION 4**

7145 WEST TIDWELL ROAD, HOUSTON, TEXAS 77092

**REQUEST FOR PROPOSAL (RFP)
REGION 4 EDUCATION SERVICE CENTER (“ESC”)**

**AUCTIONEER SERVICES AND RELATED PRODUCTS
SOLICITATION NUMBER 19-06**

DEADLINE: TUESDAY, JUNE 25, 2019, 2 P.M.



**LORI LEMONS-CAMPBELL #7341
18810 Juergen Rd., Tomball, Texas 77377
(800)243-1113 OR (281)357-4977
lemonsauctioneers.com or onlinepros.com**



June 25, 2019

**Omnia Partners
Crystal Wallace
7145 West Tidwell
Houston, Texas 77092**

Dear Ms. Wallace & Staff:

Thank you for the opportunity to bid on your (RFP) Request for Proposal for Auction Services – Texas. Lemons Auctioneers and Online Pros is a strong supporter of Omnia Partners and will honor the Master Agreement with Omnia Partners and any Public Agency that elects to utilize the Master Agreement awarded by Omnia Partners. We are prepared upon the award of the RFP contract, to send out an immediate email blast announcing to our Sellers and prospective clients that we are an approved vendor of Omnia Partners. A team member of Lemons Auctioneers will contact Omnia Partners at the Region 4 location to set up an orientation immediately.

We are looking forward to working with you and your staff. Please do not hesitate to contact us with any questions pertaining to the supporting material to this RFP at (800)243-1113.

Sincerely yours,

A handwritten signature in blue ink, appearing to read 'Lori Lemons-Campbell', is written over the 'Sincerely yours,' text.

**Lori Lemons-Campbell
Co-Owner/General Manager**

BINDER TABS:

Tab 1 – Draft Contract and Offer and Contract Form (Appendix A)

- a. Terms and Conditions Acceptance Form (Appendix B)

Tab 2 – Products/Pricing

Tab 3 – Performance Capability

- a. OMNIA Partners documents

Tab 4 – Qualification and Experience

- a. References

Tab 5 – Value Add

Tab 6 – Additional Required Documents (Appendix C)

- a. Acknowledgement and Acceptance of Region 4 ESC's Open Records Policy (Appendix C, Doc #1)
- b. Antitrust Certification Statement (Tex. Government Code 2155.005) (Appendix C, Doc #2)
- c. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295) (Appendix C, Doc #3)
- d. Texas Government Code 2270 Verification Form (Appendix C, Doc #4)
- e. Any Additional agreements Offeror will require Participating Agencies to sign

Tab 7 – National IPA Response to a National Program (Appendix D, Exhibits A, F, and G)

TAB 1

Draft Contract and Offer and Contract Signature Form

(Appendix A)

a. Terms and Conditions

Acceptance Form (Appendix B)

APPENDIX A

DRAFT CONTRACT

This Contract ("Contract") is made as of _____, 201X by and between _____
_____ ("Contractor") and Region 4 Education Service Center
("Region 4 ESC") for the purchase of _____ ("the
products and services").

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number R_____ for _____ ("RFP"),
to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in
providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract
between the Contractor and Region 4 ESC, having its principal place of business at 7145 West
Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these
terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4
ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all
attachments referenced herein. In the event of a conflict between the provisions set forth below
and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and
private primary, secondary and higher education entities, non-profit entities, and agencies for the
public benefit ("Public Agencies") may purchase products and services at prices indicated in the
Contract upon the Public Agency's registration with OMNIA Partners.

- 1) Term of agreement. The Contract is for a period of three (3) years. Region 4 ESC shall have
the right to renew the Contract for two (2) additional one-year periods or portions thereof.
Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of
Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing
three hundred sixty-five days' notice to Region 4 ESC.
- 2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this
agreement, and described in the RFP, incorporated herein by reference as though fully set
forth herein.
- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and
Final Offer(s).
- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted
by Region 4 ESC, the following order of precedence shall prevail:
 - i. This Contract
 - ii. Offeror's Best and Final Offer

CONTRACT

- iii. Offeror's proposal
 - iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11) TERMINATION OF CONTRACT

- a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
- i. Providing material that does not meet the specifications of the Contract;
 - ii. Providing work or material was not awarded under the Contract;
 - iii. Failing to adequately perform the services set forth in the scope of work and specifications;
 - iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
 - v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
 - vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) 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 of any kind of government of the United States or the State of Texas 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.

- e) Standard Cancellation. Region 4 ESC 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.
- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

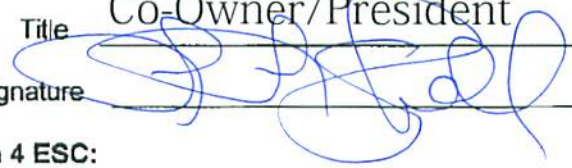
- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

- 28) **Stored materials.** Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) **Funding Out Clause.** A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) **Indemnity.** Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) **Marketing.** Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 32) **Certificates of Insurance.** Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 33) **Legal Obligations.** It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, 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.

Company Name Lemons Auctioneers, LLC & Online Pros
Address 18810 Juergen Rd.
City/State/Zip Tomball, Texas 77377
Telephone No. 800-243-1113 or 281-357-4977
Email Address lori@lemonsauctioneers.com or lori@onlinepros.com
Printed Name Lori Lemons-Campbell
Title Co-Owner/President

Authorized signature 

Accepted by Region 4 ESC:

Contract No. R190602

Initial Contract Term February 1, 2020 to January 31, 2023


Region 4 ESC Authorized Board Member

8/27/19
Date

Faye B. Bryant
Print Name


Region 4 ESC Authorized Board Member

8-27-19
Date

Carmen T. Morena
Print Name

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
M/21	Guarantee Contract Sales	No Guarantee on Contract Sales	

TAB 2

PRODUCTS/PRICING



PRODUCTS/PRICING AUCTION FEE

Discount Fee

- 5% Omnia Partners/Region 4 Contract #1 Discount Fee: Seller Conducts Asset Tracking and Photography, Auto/Truck/Bus Title Preparation, Newspaper Advertisements as necessary, Removal Sole Responsibility of the Seller. Auctioneers will charge a \$1.00 per lot Technology fee to Seller. (See Contract in Tab 6)
- 9% Omnia Partners/Region 4 Contract #2 Discount Fee: Seller Conducts Asset Tracking and Photography (Auctioneer conducts complete Administrative Online Services.) Auctioneer will charge a \$1.00 per lot Technology fee to Seller. (See Contract in Tab 6)
- 18% Omnia Partners/Region 4 Contract #3 Discount Fee: Auctioneer Conducts Asset Tracking and Photography (Complete Service) (One Time Auction Training by an experienced Online Auction Staff Member) (See Contract in Tab 6)
- Negotiable Omnia Partners/Region 4 Contract #4 Discount Fee: Real Estate, Residential, Commercial, Industrial Lots in Texas (See Contract in Tab 6)

QUESTIONS AND ANSWERS:

1. Is a fee charged if the auction is not successful (items are not sold)?
No commission fee will be charged. Seller will only pay a \$1.00 per lot Technology Fee.
2. Is the auction fee a percentage of sale price or a flat rate?
Percentage of gross merchandise sold.
3. Is there a minimum auction fee?
Seller can may decide which contract will align with Sellers necessary services.
4. Is the auction fee the same for all auctions or a scaled fee basted upon size of auction or sale price?

Seller has the option of utilizing any one of the three contracts approved by Seller. All contracts are negotiable and can be structured for Sellers needs.

**5. Is the auction fee deducted from or added to the sales price?
The commission fee is deducted from the Sellers gross proceeds.**

6. Provide Fees for involved marketing of the auction sales, including real estate (residential, commercial and industrial lots), commercial equipment and vehicles.

Marketing Real Estate & Equipment:

Seller may choose to add additional marketing via email blast, push notifications, third party websites utilized already by Auctioneer on a fee basis. Auctioneer will not charge Seller for marketing on these sites.

Newspaper: If Seller will need an advertisement in a newspaper Auctioneer will deduct the price of the Advertisement from the gross proceeds of the auction sale.

Real Estate Information: Lori Lemons-Campbell, Co-Owner/Broker and Jackie Lemons-Shillingburg, Co-Owner/Agent are both licensed realtors in the State of Texas under dba My Real Estate Expert, LLC.

Residential (1 to 4 Family) & Land Advertising conducted through Houston Association of Realtors, Austin Association of Realtors, Texas Association of Realtors, and National Association of Realtors, Lands of America and other affiliated websites. No charge to Seller for placement on these third-party websites.

Commercial Property Advertising is conducted through Commercial Gateway (commgate.com) and Loopnet.Com. No charge to Seller for placement on these third-party websites.

Additional Advertising not discussed above will be on a fee basis. All invoices or receipts will be accounted for by Auctioneer and supplied to Seller.

Implementation and Training



- I. Indicate the fee or fees to be charged for use of the web-based online auction system. Provide a complete fee schedule for this service. At a minimum, address each of the following items:
 - A. Q: Describe the types of costs, if any, applicable to implementation of the web-based auction program for a contracting member?
A: There is no additional cost for individual implementation of the web-based auction program for a contracting member.
 - B. Q: Describe and provide the costs, if any, applicable to provide training for a contracting member?
A: Lemons Auctioneers, LLC provides training in person, webinar, email, and or conference call with no additional cost to contracting member.
 - C. Q: Types of costs may include implementation fee, training fee, customization fee, travel per diem, materials, etc.
A:
 1. Lemons Auctioneers, LLC charges a \$1.00 per lot technology fee per auction.
 2. If TCPN member chooses to contract Lemons Auctioneers, LLC to handle newspaper ads. Cost will vary based on member's needs.
 - D. Q: Provide other information applicable to implementation and training fees?
A: N/A

Products/Pricing:

Technical Support

Tech Support services and resources are offered **FREE** of charge.



Tech Support Hours of Operation:

Office Hours:

Monday – Thursday

8:00 a.m. – 5:00 p.m. CST

Friday

8:00 a.m. – 4:30 p.m. CST

Weekend & Holiday Hours:

Available Thru E-mail

Same Day Response

Product/Pricing

System Upgrade & Maintenance

A. Q: Describe and provide fees system upgrade and maintenance, if any.

A: Lemons Auctioneers, LLC & Online Pros do not charge their clients fees for any system upgrades and/or maintenance. These costs are incurred by the auction company.

Q: Provide any other information applicable to system upgrade and maintenance fees?

A: N/A

Product Pricing

Other Costs

Sales Tax

- All auction proceeds are collected in an escrow account at Woodforest Bank.
- A spreadsheet is maintained, listing the total tax due for each auction that is closed and paid out each month.
- Sales Tax reporting is submitted and tax due is paid by the 20th calendar day following the end of the month.
- Sales Tax is payable to Glenn Hegar, Texas Comptroller of Public Accounts.

Revenue Share

- "Revenue Share" arrangements we have are the proceeds owed to sellers, once their auctions are closed out and paid. Procedures are listed below:
- All invoice payments are collected in an escrow account at Woodforest Bank.
- Once all invoices have been paid, and we have been notified that all auction items have been removed from the seller's possession, we begin closing out the auction.
- At that point, the seller is paid their proceeds, less our commission and any advertisement reimbursements, within 3 business days.
- Settlement checks are drawn from the aforementioned escrow account.
- Proposed percentages and commission calculation options are below:
 - Contract Option # 1
 - Omnia Partners/Region 4 Discount Fee: Seller Conducts Asset Tracking and Photography, Auto/Truck/Bus Title Preparation, Newspaper Advertisements as Necessary, Removal is the Sole Responsibility of the Seller (See Contract in Tab 6)
 - 5% Commission to Auctioneer
 - 14% Buyer's Premium
 - Seller is charged \$1/per lot Technology Fee
 - Contract Option # 2
 - Omnia Partners/Region 4 Discount Fee: Seller Conducts Asset Tracking and Photography (Auctioneer Conducts Complete Administrative Online Services) (See Contract in Tab 6)
 - 9% Commission to Auctioneer
 - 14% Buyer's Premium
 - Seller is charged \$1/per lot Technology Fee
 - Auctioneer offers up to a \$300 budget for newspaper advertising, to be deducted from auction settlement check.
 - Contract Option # 3
 - Omnia Partners/Region 4 Discount Fee: Auctioneer Conducts Asset Tracking and Photography. (Complete Service) (One Time Auction Training by an Experienced Online Auction Staff Member) (See Contract in Tab 6)
 - 18% Commission to Auctioneer
 - 14% Buyer's Premium
 - Seller is charged \$1/per lot Technology Fee
 - Auctioneer offers up to a \$300 budget for newspaper advertising, to be deducted from auction settlement check.
 - Contract Option # 4
 - Omnia Partners/Region 4 Discount Fee: Real Estate, Residential,

Commercial, Industrial Lots in Texas (See Contract in Tab 6)

- All Fees & Rates are Negotiable

Revenue Share: Continued

- Omnia Partners/Region 4 will receive monthly sales reporting by the 10th of the month following auction close-out and payment of proceeds to sellers.
- Omnia Partners/Region 4 will receive their 3% fee by the end of each month following auction close-out and payment of proceeds to sellers.

Product/Pricing

Other Costs

1. Is a fee charged for a Member to register on the system?

No, Online Pros does not charge a fee to be a member to bid on our site.

2. Is a fee charged for a potential bidder to register on the system?

Yes, A Temporary \$100.00 preauthorization only.

"All new online bidders will be required to supply a credit or debit card to activate their account. The card provided will be preauthorized in the amount of \$100.00. The funds are only checked, and no actual transaction takes place, and nothing will appear on bidder's credit card statement."

3. Discuss how fees are collected from agency pay and a Buyer pay perspective?

- a. Auctioneer and Seller will reach an agreement on how proceeds will be collected and disbursed prior to the online auction starting date. Examples: Auctioneer Company check or Wire Transfer.
- b. Auctioneer Fee(s) will be determined prior to appointing a Sellers Timeline of Events. A timeline will assist Seller with determining a start date, preview date (if applicable), end date, and removal dates)
- c. Auctioneer will charge a Buyer's Premium if determined per Seller contract from the Buyer to be utilized toward Auctioneers administrative and technology costs.
"Buyer's Premium. Buyers' invoice may include a **Buyer's Premium** charged to the buyer's total auction purchases and paid to auctioneer. See each online auction for Buyer's Premium information."

4. Describe options available for collecting payment from bidders (Agency Collect, Contractor Collect, Etc.)

Agency/Seller Collect

Seller may collect proceeds on all auctions utilizing a third-party credit card site or lending institution. Seller will be responsible for any and all charge backs, collection of all credit card payments, wire transfers, payments via cash, or cashiers check. Terms will be specified by Seller.

Contractor/Auctioneer Collect

"Payment for purchases must be made in full by cash, credit card, debit card, wire transfer, direct deposit, cashier's check or money order made to Lemons Auctioneers, LLC or Online Pros, unless otherwise noted in a specific auction's terms and conditions through your **Bidder Login** area at **My Invoices** or by telephone at (281)357-4977 or (800)243-1113. Payment must be made within two (2) consecutive days, **(including weekends & holidays)** upon the conclusion of the online.

“auction closing date. All accounts not paid in full by the stated deadline date for \$1,000.00 or less will be automatically charged through our payment gateway with the credit or debit card supplied by the Buyer. Bidders that do not pay for their purchases during the stated deadline may be permanently banned from future online auctions.”

TAB 3

PERFORMANCE CAPABILITY

a. OMNIA PARTNERS Documents



PERFORMANCE CAPABILITY

a. Response to Appendix D, Exhibit A, OMNIA PARTNERS response for National Cooperative Contract.

See Attached Supplier Response

b. Appendix D, Exhibit B, OMNIA PARTNERS Administration Agreement.

Contractor/Auctioneer has read the Omnia Partners Administration Agreement and there are not exceptions to the agreement.

c. Appendix D, Exhibits F, Federal Funds Certifications and G. New Jersey Business Compliance are completed and supplied by Contractor/Auctioneer.

d. Website Link (s)

<https://www.onlinepros.com>

<https://www.lemonsauctioneers.com>

GOOGLE RESULTS RANKING:

Lemons Auctioneers and Online Pros pays to have our entire site completely secure. Google ranks Online Pros site on the top tier of the google results due to its secure site.

TAB 3

RESPONSE

OMNIA PARTNERS
(BEGINS)

OMNIA PARTNERS EXHIBITS

EXHIBIT A – RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

3.1

D. Annual sales for the three previous fiscal years. (Not including real estate.)



E. FEIN AND DUNN & Bradstreet report

Dunns Number: 190068361

F. Green Policy (see attached)

G. Diversity Programs or Partners

Our company is a diverse company and partner in our industry. We are woman owned and HUB certified. We also employ a diverse range of experienced employees that are very good at their job. We treat all our staff, buyers, and sellers with the upmost respect. Diversity is a very important role in training our staff at Lemons Auctioneers and Online Pros due to the array of wonderful clientele that we meet and greet in our industry everyday via telephone or by email. Prices remain the same and everyone is treated fairly.

**H. Historically Underutilized Business Certification
(See Attached) Texas Comptroller of Public Accounts Certification**

**I. Differentiates itself from Competitors
(See Attached)**

**J. Litigation, Bankruptcy or Reorganization Past or President
Lemons Auctioneers and Online Pros is proud to share that it has had no litigation, bankruptcy, or reorganization.**

A

K. Felony Conviction Notice

Lemons Auctioneers is neither owned or operated by anyone that has been convicted of a felony.

L. Debarment or Suspension Actions

Lemons Auctioneers has never been suspended or debarred by a supplier/

3. 2 Distribution, Logistics

A. Services offered: Online Auction Services, Live Auction Services, Interactive Live & Online Auction Services, Real Estate Services (Live & Online), Appraisal Services

B. Supplier will make sales calls and email blast to Omnia Partners introducing our company and services we provide.

C. Auction Company Providers:

Bid Wrangler: Online Auction Software Supplier

Wave Bid: Report Recording, Asset Tracking App, Appraisal Software

Shipping: Online Pros does not offer shipping services.

D. Auction Facility:

4000 square foot Warehouse

3.25 acre high fenced facility

ADT 24 hour video surveillance

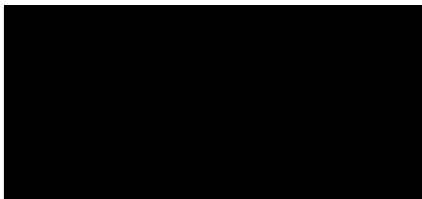
Backup Generator for 24 hour uninterrupted service

(2) Forklifts and Handling Equipment

3.3 Marketing and Sales

A. & B. (See Attached) 90 days

C. Existing Cooperative Contract (Sample) to transition



Supplier will transition any existing Public Agency as described in 3.3 A & B

D. Auction Company will provide its logo(s) to Omnia Partners and will allow permission for reproduction of such logo in marketing communications and promotions.

Omnia Partners logo will be display on Auctioneers website upon permission of Omnia Partners.

E. Sales

Lemons Auctioneers has a full-time sales staff member that will communicate with Public Agencies and conduct follow up calls as well to establish a new customer with Omnia Partners and Auctioneer.

F. Master Agreement training:

Auctioneer will train its staff on the Master Agreement. They will be aware of working

knowledge of the solicitation process, agencies that are suited for the Master Agreement, and benefits that are available,

G. Provide Employee name, title, email, phone, and position. (See Attached)

H.

Sales Force Structure

Lori Campbell, President/Co-Owner/National Sales Representative

Jackie Shillingburg, Vice President/Co-Owner/National Sales Representative

James Lawlis, Over 50 years' experience in the Auction Industry, Chief Sales Representative, Southwest Region

Stacey Sanders, National Sales Representative

Conducts Sales Calls, Email Blast, Follow Up, Etc., Since 2017, Southeast Region

Chris Matson, National Sales Representative

Conducts Sales Calls, Follow Up, West, Northwest and Northeast, Since 2017

Our sales team will utilize the same strategy as described in Omnia Partners response Marketing 3.3. within 30 days.

a. Sales Calls

b. Distribution of Sales Material with Omnia Partners logo.

c. Email Blast with Press Release

d. Contact present Sellers that are not with Omnia Partners and discuss transitioning them to Omnia Partners and what benefits they offer.

e. Follow Calls

f. Attend Conferences Nationwide to support Omnia Partners Master Agreement

I. Lemons Auctioneers & Online Pros Sales Team and Omnia Partners will schedule a meeting to discuss the benefits and support available to Agencies.

Steps will be established further to honor the Omnia Partners Agreement at the time of our face to face, telephone, or webinar meeting.

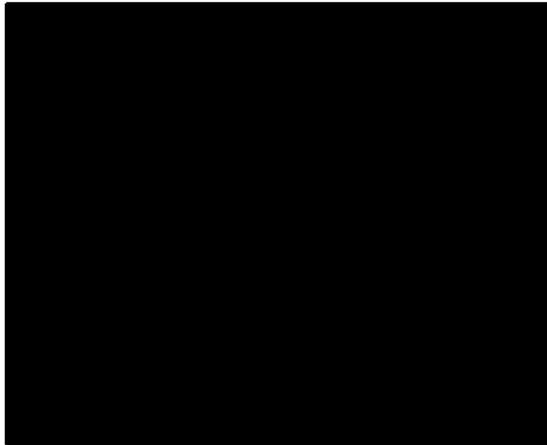
J. Our Company has been working with agencies since 1983 and have a State-of-the-Art contract method of accountability.

a. We have a process that includes a monthly email to stay in touch with Sellers and we also offer from time to time 1% discounts to stimulate the market. We have offered 1% discounts in the past utilizing the TCPN cooperative. (See Sample)

b. Our contracts are negotiated with an expiration date from 1 to 5 years.

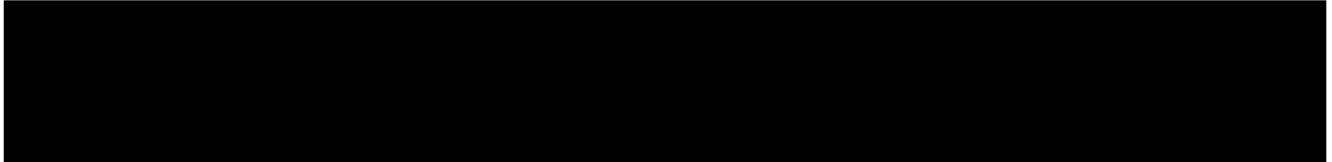
c. We utilize a CRM system to account for all transactions.

K. Public Agency Sales for the previous Fiscal year. (Personal Property & Real Estate)



L.

M.



Due to our present marketing strategies and services our company is seeing an increase in sales.

(See Terms & Conditions)

N. Master Agreement without formal solicitation.

Our auction company has many clients that will not require a formal solicitation.

Lemons Auctioneers and Online Pros has submitted (4) contracts that may be utilized by Agency. All contracts are negotiable and can be provided to the needs of the agency.

(See Tab 6 for attached Agreements/Contract)

3.3. MARKETING/SALES OMNIA PARTNERS/REGION 4

“A & B”

1. Our auction company will send out an email blast to all of our participating Sellers announcing our award of the TCPN contract within 10 days.



2. We will place an announcement on our Home Page with a link to the Omnia Partners/Region 4 website with in 30 days.



3. Our sales team is preparing a new sales/marketing brochure at this time, and if awarded the Omnia Partners contract, the logo will be placed on the sales brochure within 90 days.
4. We will send out an email blast announcing our participation to all prospective Sellers including Cities, Counties, Utilities, Learning Institutions, Independent School Districts, Private and Public Agencies within 90 days.
5. Our conference team will place an Omnia Partners logo sign in our booth promoting the cooperative at each conference.
6. Advertising Online through the worldwide web: Linked In, Facebook, Twitter, Pinterest, and Google Plus are utilized in all marketing campaigns and will be utilized for the Omnia Partners contract announcement.



History

Lemons Auctioneers, LLC was founded in 2001 in Magnolia, Texas following its predecessor Del Lemons Co., Inc. an auctioneering firm that professionally set the standards in the live auction industry.

Lemons Auctioneers, LLC was established by Lori Campbell and Jackie Shillingburg with a vision of streamlining the live auction industry. Along with their many contributions, they conducted their first online only auction in 2001 and with great popularity it changed the future of their business operations.

The preceding company Del Lemons Co., Inc. conducted many auctions in the late 1960's and early 2000's. Their focus comprised business liquidations, oil industries, refineries, exploration companies, banking and lending institutions, Small Business Administration, Internal Revenue Service and many industry specific auctions.

Our Lemons Auctioneers auction teams are experts in the sale of heavy equipment, construction equipment, tractor trucks, specialty trailers, automobiles, diesel engines, valves, industrial and commercial air conditioning, pumps, restaurant equipment, automotive equipment, wood and metal shop equipment, oilfield laboratory equipment and electronics, Farm Equipment, Portable Buildings, and many specialized industries.

In 2005, the live auction team implemented the opportunity to bid by live interactive online (live webcast) auction. This allows the live and online bidders the opportunity to bid on the same items at the same time via the internet.

The live auction team in 2007 procured a portable self-contained cashiers' trailer for the comfort and ease of its registration and cashiers' staff. In 2010 they obtained a portable self-contained live auctioneers' trailer to further promote its auctioneers. The auctioneers enjoy the comfort of a climate-controlled environment while supported by a state-of-the-art sound system. In 2008 the owners became licensed realtors in the State of Texas and offered selling real estate by live or online auction.

Lemons Auctioneers a trademarked company in the US, Mexico, and Canada in 2009 reorganized its online site by launching a new division, Online Pros. Online Pros, a trademarked company in the U.S., Mexico, and Canada is a leading provider in the online auction industry conducting online only auctions twenty-four hours a day seven days a week for its increasing clientele. Online Pros is an online only company that consumers or businesses have the unique opportunity to purchase surplus assets from other learning institutions, governmental agencies, businesses & specialty industries. Online Pros is owned and operated by Lemons Auctioneers, LLC. Online Pros sells merchandise all over the nation and

has buyers from all over the world. Lemons Auctioneers in 2013, purchased a three (3) acre fenced, safe and secure facility with a 4,000 square foot warehouse to offer additional services to its local clientele.

In 2018, Online Pros completed construction on a new state of the art online site. Improvements included exemplary reporting platform, bidding platform, seller management platform, Online Pros App available to use on any digital device for bidding, etc. In 2019, Lemons auctioneers has submitted permits to its local county to build an additional 5,000 warehouse to its present location in Tomball, Texas. The owners at Lemons Auctioneers, LLC and Online Pros contribute their continued growth and success to building professional positive business relationships with our clients, our dedicated and experienced staff, and by working together as a team to achieve one common goal: A successful auction!

Our Team



Lori Lemons-Campbell, CAI, GPPA, BROKER, PRI

**Management & Sales — Co-Owner, General Manager, Auctioneer,
Broker, Appraiser, Ringman**

lori@lemonsauctioneers.com (<mailto:lori@lemonsauctioneers.com>)

Lori is Co-Owner and General Manager in the daily operations of Lemons Auctioneers & Online Pros.com. She also serves as Co-Owner and President of My Real Estate Expert, LLC. and Appraisal Analysis Team, LLC. both affiliates of Lemons Auctioneers, LLC. Lori's experience includes the liquidation of assets utilizing the auction method of marketing for major oil companies, exploration companies, business liquidations, banking and lending institutions, small business administration, geophysical companies, cities, counties, learning institutions, real estate and many specialized industries. She is a National Auctioneers Association (NAA) graduate of the Certified Auctioneers Institute (CAI) of 2010 and Past President of the Texas Auctioneers Association (2014/2015). Lori is passionate about the continued growth and success in the Auction, Real Estate, and Appraisal Industry. Past Board of Director for the Tomball Chamber and resides in the Tomball area with her husband Jeff and enjoys swimming, running, fishing, hunting, and spending time with her family.



Jackie Lemons-Shillingburg, CAI, AMM, PRI

**Management & Sales — Co-Owner, Operations Manager, Auctioneer,
Ringman, Realtor**

jackie@lemonsauctioneers.com (<mailto:jackie@lemonsauctioneers.com>)

Jackie is the Co-Owner and Operations Manager of Lemons Auctioneers, LLC and Online Pros. She also serves as Co-Owner and Vice President of My Real Estate Expert, LLC. and Appraisal Analysis Team, LLC both affiliates of Lemons Auctioneers, LLC. Jackie is a 2nd generation auctioneer and has been working within the auction industry since 1991. She attended the IQ School of Auctioneering in Quitman, Texas under the supervision of Gayle Ingram and received her auctioneer's license in March of 1997.

Jackie specializes in conducting auctions for business liquidation, real estate, educational institutions, cities, counties, oil companies, exploration companies, banking and lending institutions, and the commercial and industrial industry.

Ms. Shillingburg believes in striving to meet the ever-changing future demands of the auction industry. Jackie is the 1st Vice President of the Texas Auctioneers Association and a State Ambassador for the National Auctioneers Association. She is a proud graduate of the NAA Certified Auctioneers Institute, CAI, (2013) and has received her designation through the NAA Auction Marketing Management (AMM). In 2012, Jackie won the Pat Massart award through the National Auctioneers Association (CAI) and

About >
(<https://www.onlinepros.com/connect/our-team/>)

Our Team >
(<https://www.onlinepros.com/connect/our-team/>)

What We Do >
(<https://www.onlinepros.com/connect/our-team/>)

Contact Us >
(<https://www.onlinepros.com/connect/our-team/>)



Online Bidding Options

You can attend the live auction or bid online from anywhere!



(<https://itunes.apple.com/us/app/online-pros/id1318787276?mt=8>)



(<https://play.google.com/store/apps/details?id=com.bidwrangler.onlinepros>)



(<https://twitter.com/auctionpros>)



(<https://www.facebook.com/lemonsau>)



(<https://www.linkedin.com/in/lemonsau>)



(<https://www.pinterest.com/txauction>)



(<https://plus.google.com/1088901931>)



(<https://www.youtube.com/channel/L>)

received the Leadership Award through the Texas Auctioneers Association in 2008, 2012, and 2014 and is a graduate of the Professional Ringmen's Institute (PRI). She resides in Tomball, TX. Her hobbies include hunting, fishing, skiing, dancing, cooking, crafts, traveling, and spending time with family.



Veronica 'Roni' Weaver

Staff — Marketing Specialist, Executive Assistant, Realtor

roniw@lemonsauctioneers.com (mailto:roniw@lemonsauctioneers.com)

Roni serves as an Executive Assistant for Lemons Auctioneers, LLC. and Online Pros and is also a Real Estate Agent for My Real Estate Expert, LLC. An affiliate of Lemons Auctioneers. Her duties include Direct Marketing via Social Media, Print Media, Web Marketing Videos, Asset Tracking, Customer Service, Assist Online Auction Assistant, Direct Customer Service, Seller Communications, and Real Estate. Roni graduated with an AAS from Lonestar College Montgomery, she is a graduate of Magnolia High School and has served as a trained and certified Dental Assistant for a respected Dental Office in Tomball, Texas. Roni is the daughter of Lori Lemons-Campbell and is very familiar with all facets of the live and online auction industry.

She is from Magnolia, Texas and enjoys boating, snowboarding, and being with family.



Jeanette Combs

Staff -- AP/AR Manager

jeanettec@lemonsauctioneers.com

(mailto:jeanettec@lemonsauctioneers.com)

Jeanette Combs is the AP/AR Manager for Lemons Auctioneers, LLC. and Online Pros. She manages accounts payable, accounts receivable, human resources and compliance, vehicle titles and is the head cashier for live auctions. Jeanette is a key member of Lemons Auctioneers, LLC and Online Pros, with a solid background in bookkeeping and general accounting. She is a QuickBooks Certified Pro Advisor. Jeanette is from Cypress, Texas and is working toward her BA in Accounting from South University. Jeanette started with Lemons Auctioneers, LLP and Online Pros in May 2017. She is happily married with two teenage boys and enjoys traveling, volunteering and spending time with her family & friends.

Announcements

Lorem ipsum dolor sit amet, consectetur adipiscing elit. Duis et feugiat urna. Sed vel felis congue ipsum iaculis tristique. Etiam lobortis nisi non nulla ultricies, at pellentesque lacus pulvinar.

Welcome to Onlinepros.com

Your #1 Online Auction Source

Upcoming Auctions



College of the Mainland - City, Texas

(/auctions/detail/college-of-the-mainland-city-texas-bw39772)

Angela Hernandez

Staff — Office Manager/Bilingual Support

angelah@lemonsauctioneers.com (mailto:angelah@lemonsauctioneers.com)

Angela has worked as Office Manager/Bilingual Support for Lemons Auctioneers, LLC. and Online Pros since 2010. She is an important member of our live and online auction team. Angela is bilingual and has become quite the celebrity with our bilingual customers. Angela was born in Cali, Colombia and graduated from Spring Branch I.S.D. in Houston, Texas. She brings a Colombian touch of class to the Lemons organization. Angela also serves as an administrative assistant for the My Real Estate Expert, LLC. team and has become an important attribute to its success.

Her responsibilities for the auction team include, customer service, answering incoming calls: providing general information regarding company's functions and responds to routine inquiries from customers, sellers and the public. She helps customers & sellers with their needs: from taking payments, to preparing the closing of an auction, bilingual support & much more, she is committed on helping customers and sellers get the appropriate level of satisfaction.

Angela enjoys spending time with her 2 children, and she also enjoys dancing, photography and crafts.



Lindsey Joiner

Staff – Operations Assistant, Customer Care

lindseyj@lemonsauctioneers.com (mailto:lindseyj@lemonsauctioneers.com)

Lindsey has worked as the Operations Assistant for Lemons Auctioneers, LLC. and Online Pros since 2015. Her responsibilities include direct communication with buyers and sellers, customer service, gathering, creating, organizing and uploading seller's information for online and live interactive auctions. She assists with online payments and user training. Lindsey is from Van Vleck, Texas and has an AAS degree from Brazosport College in Lake Jackson, Texas. Lindsey enjoys crafting, camping, and spending time with family & friends.



(/)

Quick Links

Real Estate
<http://myrealestateexpert.com/>
 Appraisals
</appraisals/>

Contact Us

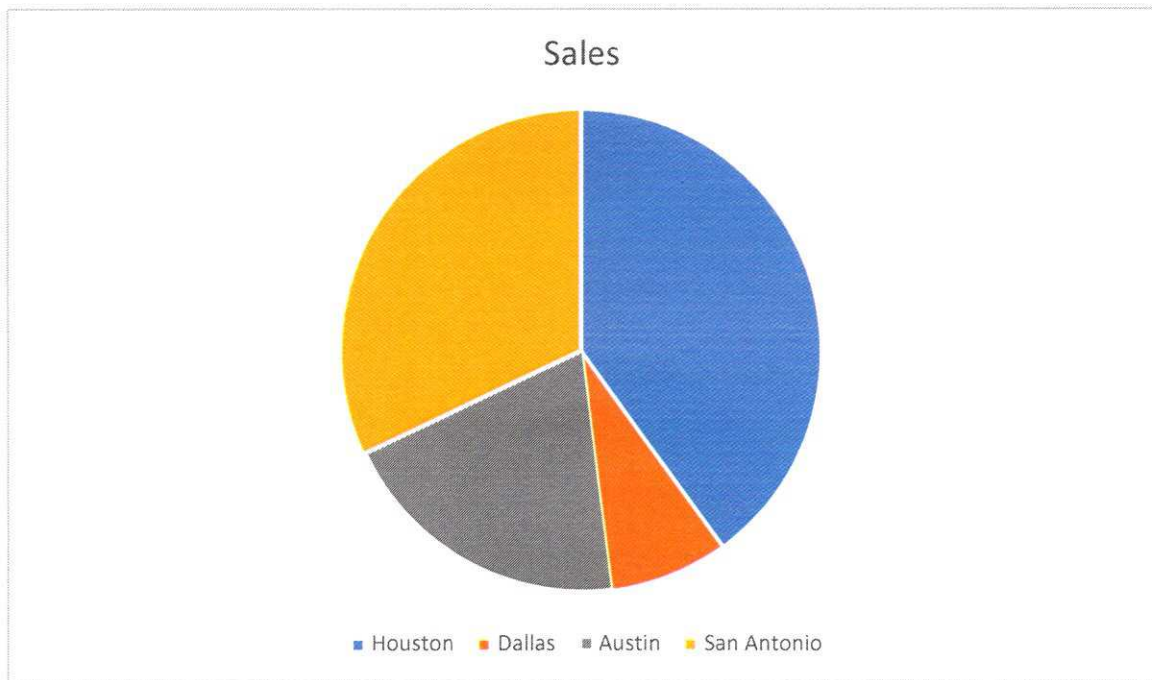
18810 Juergen Road
 Tomball, TX. 77377

Join Our Mailing List

Subscribe to our list and stay up to date with the latest news and deals!



SALES FORCE



Sales Representatives:

Houston, Dallas, Austin, & San Antonio

Corporate Office:

Lemons Auctioneers, LLC.

18810 Juergen Rd.

Tomball, Texas 77377

(800)243-1113 OR (281)357-4977



28. LEMONS AUCTIONEERS, LLP./ONLINE PROS

"GO GREEN"

Our business and employees have committed themselves to making a difference and went green in 2010.

Lemons Auctioneers, LLP. has accomplished many task, from recycling, to using natural sunlight in our work place. We have set goals to learn more and improve the way we use energy, recycle ink, toner cartridges, and donate unwanted but useful products and furniture. By developing a green purchasing policy we have green cleaning products for the office, we have replaced all of the light bulbs to eco-friendly efficient compact florescent bulbs. The kitchen products and office supplies are purchased once a week to limit gasoline consumption. We have also implemented webinars when applicable to limit gasoline consumption.

Our company purchases recycled: paper, cups, plates, utensils, even some of the promotional items that we give out to customers are recyclable. It has become a priority, and going green is an important achievement that the owners and staff at Lemons Auctioneers are very proud of.

**By: Lori Lemons-Campbell
Co-Owner/General Manager**



GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority, woman, and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please visit our website at <http://comptroller.texas.gov/procurement/prog/hub/> and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing additional information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number:	1760680303300
File/Vendor Number:	051783
Approval Date:	20-MAR-2017
Scheduled Expiration Date:	20-MAR-2021

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

LEMONS AUCTIONEERS, LLP.

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 24-MAR-2017, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Laura Cagle-Hinojosa, Statewide HUB Program Manager
Statewide Support Services Division*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

WHAT DIFFERENTIATES OUR COMPANY FROM COMPETITORS?



1. Immediate Electronic Payment
2. Experiences Customer Care Support
Monday – Friday: 8 a.m. to 5 p.m./CST
Saturday & Sunday: Via Email, response within 8 hours
3. Price Consultation: Our professional auctioneers are available to advise Sellers on the proper online auction starting prices and auction value. (Auctioneers Opinion)
4. Our Auctioneers Licenses reciprocate with many states in the U.S.
5. Experience: Our owners have been selling assets for governmental agencies, business liquidations, and learning institutions since 1983.
6. In Texas, we offer an onsite team to tag, inventory, and take photos of Sellers assets. (Asset Tracking)
Auctioneer will offer this service out of state for training purposes for a negotiable fee.
- 7 Marketing Department: Online pros has a marketing department of auction specific employees with several years of experience. Utilizing social media, google, Facebook, third-party websites, email blast, and push notifications to achieve its goal for each item sold.
8. Conference Staff: Lemons Auctioneers employees experienced staff to attend a booth at various venues throughout the to meet new clientele and teach the art of auctions.
9. Our Staff is available to make presentations or consultations live or online (webinar).
10. Online Pros App:
11. Member Auction Associations:



12. Auctioneer has a secure auction facility available for its local clientele that they may be utilized at Sellers convenience at 18810 Juergen Rd., Tomball, Texas, 77377.



Litigation, Bankruptcy or Reorganization Past or Present

Lemons Auctioneers and Online Pros is proud to share that it has had no litigation, bankruptcy, or reorganization.

Lemons Auctioneers & Online Pros
18810 Juergen Rd., Tomball, Texas 77377
(800)243-1113 OR (281)357-4977

3.3. MARKETING/SALES OMNIA PARTNERS/REGION 4

“A & B”

1. Our auction company will send out an email blast to all of our participating Sellers announcing our award of the TCPN contract within 10 days.



2. We will place an announcement on our Home Page with a link to the Omnia Partners/Region 4 website with in 30 days.



3. Our sales team is preparing a new sales/marketing brochure at this time, and if awarded the Omnia Partners contract, the logo will be placed on the sales brochure within 90 days.
4. We will send out an email blast announcing our participation to all prospective Sellers including Cities, Counties, Utilities, Learning Institutions, Independent School Districts, Private and Public Agencies within 90 days.
5. Our conference team will place an Omnia Partners logo sign in our booth promoting the cooperative at each conference.
6. Advertising Online through the worldwide web: Linked In, Facebook, Twitter, Pinterest, and Google Plus are utilized in all marketing campaigns and will be utilized for the Omnia Partners contract announcement.

SAMPLE CONTRACT

TIPS/TAPS ONLINE AUCTION CONTRACT SELLER CONDUCTS ASSET TRACKING

This Online Auction Contract (the "Contract") is made and entered into this 13th day of June 2016 and will conclude on the 12th day of June 2017, between ~~EXAMPLE~~ Independent School District, Texas (the "Seller") and Lemons Auctioneers, LLP and Online Pros, (the "Auctioneer").

WITNESSETH:

Seller hereby employs Auctioneer to sell the surplus assets designated by Seller at an online auction at Seller's appointed auction location(s).

AUCTIONEER AGREES TO SELL SURPLUS ASSETS DESIGNATED BY SELLER (THE "MERCHANDISE") UPON THE TERMS AND CONDITIONS SET FORTH BELOW:

1. The merchandise shall be sold online on an appointed day, date, and time, and shall be available for preview on an appointed day, date, and time and place. All merchandise shall be sold "AS IS" and "WHERE IS" to the highest bidder, and without warranty except for warranty of title to the merchandise, and shall be auctioned WITHOUT MINIMUMS, RESERVES, OR CONFIRMATIONS, unless otherwise agreed to in writing by Seller and Auctioneer. Seller warrants and represents to Auctioneer that Seller has good title to the merchandise and that all such merchandise is free of any liens, claims or encumbrances.
2. The Seller agrees to grant Auctioneer the exclusive right to market and sell the merchandise appointed for auction by Seller. The Seller may add additional merchandise to each auction at any time. Accordingly, the property cannot be withdrawn from the sale by the Seller for any reason without the consent of the Auctioneer in writing or by email. The Seller may not attempt to sell, transfer, destroy, or alter the merchandise during the auction process.
3. Seller shall pay Auctioneer a TIPS/TAPS discount auction sales fee equal to seven percent (7%) of the gross proceeds of the sale of all merchandise. Auctioneer will charge the buyer a buyer's premium equal to thirteen percent (13%) of the gross purchase price of each item purchased by such buyer.
4. Auctioneer agrees to promote the sale of the merchandise by mass e-mail, web analytics, auction zip, and multiple promotional internet websites or use of personal contacts. The type of promotion to be used shall be determined by Auctioneer in its sole discretion. All newspaper advertising shall be discussed between Seller and Auctioneer before any such placement at Sellers expense. Auctioneer shall also place Seller's listing on Auctioneer's Website at www.lemonsauctioneers.com or www.onlinepros.com.
5. Seller shall be responsible for placing all merchandise in the assigned auction areas. Seller shall supply experienced staff to conduct asset tracking and take digital photographs of all merchandise prior to the date of the online auction, conduct preview, and supervise with all auction removal.
6. Auctioneer may, at its discretion, display photos or descriptions of the merchandise on

a third party website to market and sell the merchandise. Auctioneer will watermark all photos placed on the internet for marketing purposes to defer fraudulent misuse of photographs.

7. Seller assumes all risk of loss. Auctioneer shall not be responsible, under any circumstances, for any loss, theft, or damage to the merchandise, either at its present location or at the appointed auction locations, whether before, during, or after said auction.

8. Seller shall provide Auctioneer with any and all information pertaining to the merchandise, but not be limited to a written description, current condition, use, salvage, parts missing, damaged, current title to all titled vehicles, and any available manuals or reports.

9. Sellers name, or designated business name as noted in the Agreement, will be publicized on Auctioneer's website, on any marketing material, third party websites, to promote the sale merchandise.

10. Auctioneer may display Sellers logo on Auctioneers website, third party websites, and any marketing material to promote the sale merchandise.

11. Auctioneer shall approve all online bidders, manage the online auction for ten (10) consecutive days, receive, manage and disburse all payments, and coordinate with Seller regarding all pickups and checkouts.

12. Proceeds shall be paid by major credit card, debit card, wire transfer, direct deposit, cashier's check or money order. Auctioneer shall also offer the option of making payments in cash at its offices located at 18810 Juergen Road, Tomball, Texas 77377. Seller shall not be charged a fee for sales that are paid through Auctioneer's Nelix Transax Credit Card Gateway. Auctioneer will not be responsible for buyer's who default on payment, however, Auctioneer shall make diligent attempts to collect all monies due to Seller from the proceeds of the auction. In the event that monies are not collected on an item sold by auction, Auctioneer will contact Seller and discuss the option of relisting said merchandise or Seller may remove and dispose of merchandise as Seller sees fit.

13. Seller understands that if the scheduled auction is canceled by Seller, the uncollected advertising shall be reimbursed to Auctioneer, upon presentation to Seller of Auctioneer's valid invoices.

14. Auctioneer shall not be responsible for removal of any auction items.

15. Seller understands that Auctioneer shall deposit all auction proceeds into an Escrow Account located at Woodforest National Bank in Tomball, Texas. Auctioneer is licensed and regulated by the Texas Department of Licensing and Regulation. A license issued by said Department does not imply approval or endorsement of Auctioneer by the State of Texas. If there are unresolved complaints, they can be made by mail to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, or by calling (512) 463-2906.

16. The proceeds from the auction shall be delivered to Seller not later than fifteen (15) working days, contingent to Auctioneer receiving final online payment and finalization of the removal process. Auctioneer's auction sales fee and approved newspaper advertising fees shall

be deducted from the gross proceeds of the auction.

17. Auctioneer shall remit to the Texas Comptroller of Public Accounts all sales taxes collected from purchasers that are due and payable to the State of Texas. Auctioneer shall account for noncollection of sales tax to persons or entities holding valid tax exemption or resale certificates. A copy of Auctioneer's sales tax number is available upon request.

18. Auctioneer shall furnish to Seller an itemized statement of all auction proceeds. Such statement shall include the lot number and description of all merchandise, the amount collected, and a final accounting of all transactions.

19. Auctioneer shall be responsible for all vehicle and bus title transfers and documentation. Auctioneer shall charge the purchaser of each vehicle a \$20.00 title preparation fee for each unit purchased. Auctioneer will submit to the Texas Department of Motor Vehicles current buyer information for all titled vehicles.

20. Auctioneer shall issue any and all Bills of Sale upon request.

21. Merchandise removal shall be on appointed days, dates, and times. All merchandise not removed by the appointed date shall be considered abandoned and Seller may dispose of said merchandise at its sole discretion.

22. Any controversy or claim arising out of or relating to this Contract shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association.

23. This Contract may be terminated by either party upon written notice to the other party given not less than thirty (30) days prior to the auction date.

24. All notice required or permitted to be given to Seller or Auctioneer pursuant to this Contract shall be in writing and sent by certified mail, return receipt requested to the address shown below each party's signature or by email. Any party may change its address for notice in the manner provided above.

25. Seller represents and warrants to Auctioneer that: (a) Seller has the right, power and authority to appoint the merchandise for sale and to enter into this Agreement and to perform all obligations, the merchandise is, and, until sold, shall remain free and clear of all liens, encumbrances or claims of third parties of any kind whatsoever; (b) good title will pass to the buyer upon sale; (c) there are no restrictions on Auctioneer to reproduce photographs of the merchandise and (d) the information the Seller has provided to Auctioneer in the Agreement is true and correct.

26. The Seller has read and understands the terms and conditions of this agreement. Both parties acknowledge that they have carefully read this Agreement, understand the contents thereof, and sign this Agreement as their own free act and deed. It is understood by Seller that, upon execution of this Contract, Auctioneer shall commence to perform all services set out herein.

THE FOLLOWING INDIVIDUALS SHALL BE RESPONSIBLE FOR REPRESENTING SELLER:

SOUTHSIDE INDEPENDENT SCHOOL DISTRICT

By: _____ By: _____
Name: EXAMPLE CONTRACT Name: _____
Title: Superintendent Title: _____
Address: EXAMPLE CONTRACT Address: _____
San Antonio, Texas 78221 _____
Date: _____ Date: _____

THE FOLLOWING INDIVIDUALS SHALL BE RESPONSIBLE FOR REPRESENTING AUCTIONEER:

LEMONS AUCTIONEER, LLP. AND ONLINE PROS

By: _____ By: _____
Name: Lori Lemons – Campbell, CAI, GPPA Name: Jackie Lemons-Shillingburg, CAI, AMM
Title: Co-Owner/General Manager #7341 Title: Co-Owner/Operations Manager #12437
Address: 18810 Juergen Road Address: 18810 Juergen Road
Tomball, Texas 77377 Tomball, Texas 77377
Date: _____ Date: _____



QUALIFICATIONS & EXPERIENCE

EMPLOYEE PROFILE

Lori Lemons-Campbell, CAI, PRI

Management — Co-Owner, President, Auctioneer, Broker, GPPA

lori@lemonsauctioneers.com

TDLR #7341, TREC #0582311 (Ready to Fulfill Contract Duties)

Lori is co-owner and serves as General Manager in the daily operation of Lemons Auctioneers & Online Pros, a successful and flourishing Live and Online Auction Company located in Tomball, Texas. She manages account payables & accounts receivables, contracts, HR, assist with live & online auction logistical functions & marketing, personal property appraisals, commercial, land and residential real estate. Lori holds a Texas Auctioneers License and a Texas Real Estate Broker's license. She has been with Lemons Auctioneers since the formation of the partnership. Lori's experience includes the liquidation of assets for major oil companies, exploration companies, business liquidations, banking and lending institutions, small business administration, geophysical companies, Internal Revenue Service, manufacturing companies, cities, counties, learning institutions, real estate and many specialized industries. Lori is the past President of the Texas Auctioneers Association and has served as a Board of Director from 2008 to 2016.

Jacquelyn "Jackie" Lemons-Shillingburg, CAI, PRI, AMM

Co-Owner, Vice President - Auctioneer- Ringman -Realtor

jackie@lemonsauctioneers.com

TDLR #12437, TREC #0582737 (Ready to Fulfill Contract Duties)

Jackie is the Co-Owner and Operations Manager of Lemons Auctioneers, LLP and Online Pros. She is a 2nd generation auctioneer and has been working within the auction industry since 1991. She specializes in conducting live and online auctions for Business Liquidation, Real Estate, Educational Institutions, Cities, Counties, Oil Companies, and for the Commercial and Industrial Industry. Jackie is the founder of Onlinepros.com that made its debut in April 2001. She is currently attending the Lone Star College University Park College System. She is working towards a Bachelor's Degree in Business Administration. Jackie currently holds a Texas Auctioneers license and Texas Real Estate license. She has served as a Board of Director of the Texas Auctioneers Association since 2011, and is an Ambassador for Texas through the National Auctioneers Association.

James O Lawlis

Staff - Lead Auctioneer, Appraiser

lemons@lemonsauctioneers.com

TDLR#7555 (Ready to Fulfill Contract Duties)

James has been a mentor, advisor, and an attribute to the Lemons Auctioneers Team. He has been in the auction industry since 1958. He has conducted Business Liquidations, numerous Auto Auctions Nationally, Small Business Administration (SBA), Bankruptcy Court, Major Oil Companies, Real Estate, Cities, Counties, Lending Institutions, Banks, and Specialty Industries. James is highly qualified in the sale of heavy equipment, heavy duty trucks, autos, manufactured homes, machine shops, automotive shops, hotels, oilfield fabrication and equipment, and many specialized fields. He has over 35 years' experience in the sale of salvage and run and drive vehicles and has prior experience of owning his & operating his own auto auctions. James graduated from Houston Independent School District and

attended Sam Houston State Teachers College and South Texas Law School. James is the son of J.O. Lawlis & Associates a thriving auction company from 1952 to 1977.

Jeanette Combs

Staff – AP/AR & HR Manager

jeanettec@lemonsauctioneers.com or jeanettec@onlinepros.com

Jeanette Combs is the AP/AR Manager for Lemons Auctioneers, LLC. and Online Pros. She manages accounts payable, accounts receivable, human resources and compliance, vehicle titles and is the head cashier for live auctions. Jeanette is a key member of Lemons Auctioneers, LLC and Online Pros, with a solid background in bookkeeping and general accounting. She is a QuickBooks Certified Pro Advisor. Jeanette is from Cypress, Texas and is working toward her BA in Accounting from South University. Jeanette started with Lemons Auctioneers, LLP and Online Pros in May 2017. She is happily married with two teenage boys and enjoys traveling, volunteering and spending time with her family & friends.

Angela Hernandez

Staff – Customer Service Manager/Bilingual Support

angelah@lemonsauctioneers.com (Ready to Fulfill Contract Duties)

Angela has worked as Customer Service Manager/Bilingual Support for Lemons Auctioneers, LLP and Online Pros since 2010. Her responsibilities for the auction team include, customer service, answering incoming calls: providing general information regarding company's functions and responds to routine inquiries from customers, sellers and the public. She helps customers & sellers with their needs: from taking payments, to preparing the closing of an auction, bilingual support & much more, she is committed on helping customers and sellers get the appropriate level of satisfaction.

Lindsey Joiner-Gunderson

Staff – IT Specialist, Customer Care

lindseyj@lemonsauctioneers.com (Ready to Fulfill Contract Duties)

Lindsey is the IT Specialist for Lemons Auctioneers, LLP and Online Pros. Her responsibilities include direct communication with buyers and sellers, customer service, gathering, creating, organizing, and uploading seller's information for online and live interactive auctions. She assists with online payments and user training. Lindsey has an AS degree from Brazos port College in Lake Jackson.

Veronica “Roni” Weaver

Staff – Executive Assistant, Marketing Specialist, Realtor

roniw@lemonsauctioneers.com (Ready to Fulfill Contract Duties)

Roni serves as an Executive Assistant for Lemons Auctioneers, LLP. and Online Pros and is also a Real Estate Agent for My Real Estate Expert, LLC. an affiliate of Lemons Auctioneers. Her duties include Direct Marketing via Social Media, Print Media, Web Marketing Videos, Asset Tracking, Customer Service, Assist Online Auction Assistant, Direct Customer Service, Seller Communications, and Real Estate. Roni graduated with an AAS from LoneStar College Montgomery, she is a graduate of Magnolia High School and has served as a trained and certified Dental Assistant for a respected Dental Office in Tomball, Texas. Roni is the daughter of Lori Lemons-Campbell and is very familiar with all facets of the live and online auction industry.



Your Number One Auction Source!

"What our Sellers are saying"?

- "Excellent Professional Service"
- "Everything worked great"
- "This company truly cares about getting the best job done"
- "A Professional company with a personal approach"
- "I recommend this company to everyone"

Lemons Auctioneers and Online Pros would like to invite you to visit our booth # 320. Come by and put your name in our drawing for a fifty dollar Bass Pro shop gift card. While you are at our booth grab a brochure. Lori and Jackie Lemons will be available to answer all of your questions.



Present the coupon below to save 1% on your next Auction with Lemons Auctioneers/Online Pros.

Free Offer

1 % Off

LEMONS AUCTIONEERS / ONLINE PROS

Tel: 800-243-1113

Lemons Auctioneers is the leading provider in the liquidation of your surplus assets. Our services include the process of offering your surplus by online auction, live auction or interactive webcast auction. Our Objective is to offer the highest level of service, dependability and support to all our customers. Lemons Auctioneers has over 50,000 registered bidders and growing.

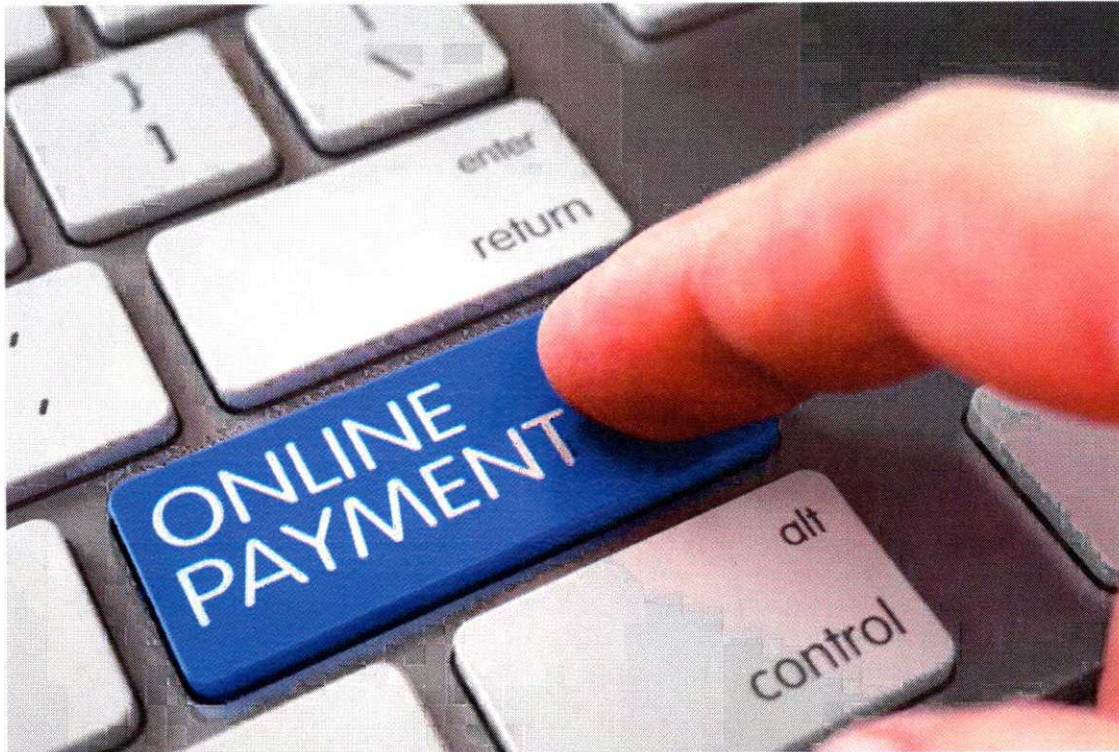


Lemons Auctioneers, LLP, P.O. Box 989, Tomball, TX, 77377
Phone: 800-243-1113, Fax: 281-357-4974
Website : www.lemonsauctioneers.com



Suppliers Information Systems Capabilities and Limitations

Bidders have the capability of being manually paid in full by a Lemons Auctioneers, LLC employee by calling into our offices with a credit/debit card, wire transfer, cashier's check, direct deposit, money order, or cash.



Buyers also have the capabilities of making payments directly on the online platform through their invoice portal with ease. Online payments are accepted through the use of a Visa/Mastercard debit or credit card that is retained on the bidder's profile at the time of registration. All Credit/Debit transactions are processed through the Authorize.net platform.

TAB 3

RESPONSE

**OMNIA PARTNERS
(ENDS)**

OMNIA PARTNERS EXHIBITS
EXHIBIT B- ADMINISTRATION AGREEMENT, EXAMPLE

OMNIA

P A R T N E R S

ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this "Agreement") is made this ___ day of _____ 20___, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners"), and _____ ("Supplier").

RECITALS

WHEREAS, the _____ (the "Principal Procurement Agency") has entered into a Master Agreement dated _____, Agreement No _____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "Master Agreement"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (the "Product");

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "Public Agencies"), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a "Participating Public Agency") may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners to Public Agencies;

WHEREAS, OMNIA Partners serves as the contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and

WHEREAS, OMNIA Partners and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners and Supplier.

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

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners solely in its capacity as the contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS' PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

8. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 12 – 23, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

9. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Principal Procurement Agency to terminate the Master Agreement shall constitute a material breach of this Agreement. If such breach is not cured within thirty (30) days of written notice to Supplier, in addition to any and all remedies available at law or equity, OMNIA Partners shall have the right to terminate this Agreement, at OMNIA Partners' sole discretion. Notwithstanding anything contained herein to the contrary, this Agreement shall terminate on the date of the termination or expiration of the Master Agreement.

NATIONAL PROMOTION

10. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector), or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website. Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "Logo") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of ___ percent (___%) ("Administrative Fee Percentage") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("Contract Sales Report"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

GENERAL PROVISIONS

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

17. 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 it may be entitled.

18. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of

any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners:

OMNIA Partners
Attn: President
840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

B. Supplier:

Lemons Auctioneers, LLC
18810 Juergen Rd.
Tomball, Texas 77377

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

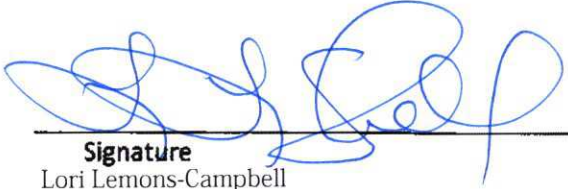
21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

[INSERT SUPPLIER ENTITY NAME]



Signature
Lori Lemons-Campbell

Name
Co-Owner/General Manager

Title
6/25/19

Date

**NATIONAL INTERGOVERNMENTAL
PURCHASING ALLIANCE COMPANY
d/b/a OMNIA Partners, Public Sector**

Signature
Sarah E. Vavra

Name
Sr. Vice President, Public Sector Contracting

Title

Date

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

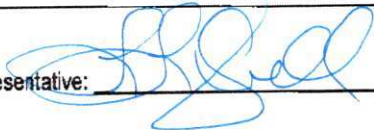
Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
M/21	Guarantee Contract Sales	No Guarantee on Contract Sales	

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

Offeror's Name: Lemons Auctioneers, LLC & Online Pros
Address, City, State, and Zip Code: 18810 Juergen Rd., Tomball, Texas 77377
Phone Number: 800-243-1113 or 281-357-4977 Fax Number: 281-357-4974
Printed Name and Title of Authorized Representative Lori Lemons-Campbell, President
Email Address: lori@lemonsauctioneers.com or lori@onlinepros.com

Signature of Authorized Representative:  Date: 6/25/2019

**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

- DOC #1 Ownership Disclosure Form
- DOC #2 Non-Collusion Affidavit
- DOC #3 Affirmative Action Affidavit
- DOC #4 Political Contribution Disclosure Form
- DOC #5 Stockholder Disclosure Certification
- DOC #6 Certification of Non-Involvement in Prohibited Activities in Iran
- DOC #7 New Jersey Business Registration Certificate

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #1

**OWNERSHIP DISCLOSURE FORM
(N.J.S. 52:25-24.2)**

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: Lemons Auctioneers, LLC & Online Pros

Street: 18810 Juergen Rd.

City, State, Zip Code: Tomball, Texas 77377

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I Lori Lemons-Campbell, a partner in Lemons Auctioneers, LLC, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I _____, an authorized representative of _____, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

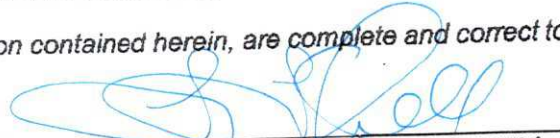
(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
Lori Lemons-Campbell	22210 Rainfern Dr., Magnolia, Texas 77355	50%
Jackie Lemons-Shillingburg	23615 Indian Hills Circle Tomball, Texas 77377	50%

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

6/20/19

Date


Authorized Signature and Title

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #2

NON-COLLUSION AFFIDAVIT

Company Name: Lemons Auctioneers, LLC & Online Pros

Street: 18810 Juergen Rd.

City, State, Zip Code: Tomball, Texas 77377

State of Texas

County of Harris

I, Lori Lemons-Campbell of the Tomball
Name City

in the County of Harris, State of Texas
of full age, being duly sworn according to law on my oath depose and say that:

I am the Co-Owner/President of the firm of Lemons Auctioneers, LLC & Online Pros
Title Company Name

the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Lemons Auctioneers, LLC & Online Pros
Company Name

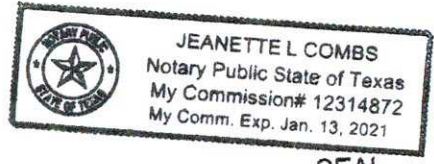
[Handwritten Signature]
Authorized Signature & Title

Subscribed and sworn before me

this 21st day of June, 2019

Jeanette L Combs

Notary Public of Texas
My commission expires Jan 13, 2021



SEAL

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: Lemons Auctioneers, LLC & Online Pros
Street: 18810 Juergen Rd.
City, State, Zip Code: Tomball, Texas 77377

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

OR
2. A photo copy of their Certificate of Employee Information Report

OR
3. A complete Affirmative Action Employee Information Report (AA302) _____

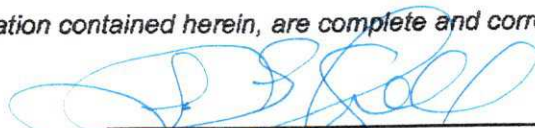
Public Work – Over \$50,000 Total Project Cost:

- A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the
- B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

6/25/19

Date



Authorized Signature and Title

**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #3, continued

**P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE**

**PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).



Signature of Procurement Agent

**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #4

**POLITICAL CONTRIBUTION DISCLOSURE FORM
Public Agency Instructions**

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dea/divisions/dlgs/resources/lfnr_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at <http://www.nj.gov/dea/divisions/dlgs/programs/lpcf.html>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used "as-is", subject to edits as described herein.
 - e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dea/divisions/dlgs/resources/lfnr_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

Doc #4,
continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees. (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

Doc #4,
continued

**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

**List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26**

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders
{County Executive}

County Clerk
Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY
TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED,
CUSTOMIZABLE FORM.**

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

Partnership Corporation Sole Proprietorship

Limited Partnership Limited Liability Corporation Limited Liability Partnership

Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.


Stockholders:

Name: Lori Lemons-Campbell	Name:
Home Address: 22210 Rainfern Dr., Magnolia, Texas 77355	Home Address:
Name: Jackie Lemons-Shillingburg	Name:
Home Address: 23615 Indian Hills Circle, Tomball, Texas 77377	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 21st day of June, 2019.

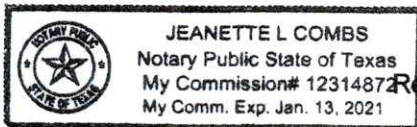
(Notary Public) Jeanette L Combs

My Commission expires: Jan 13, 2021


(Affiant)

Lori Lemons-Campbell
(Print name & title of affiant)

(Corporate Seal)



**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #6

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #7

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<http://www.state.nj.us/treasury/revenue/forms/njreg.pdf>

Performance Capability

Creating and Conducting an Auction

1. Meeting

When first time or even potential clients call or email about our services, we always recommend a consultation in person or via webinar. This gives the auction company and the client an opportunity to discuss the procedures of conducting an auction.

2. Time Frame

Our clients provide us with a time frame of when to auction their merchandise. This helps organize our contracts as well as our auction calendar.

3. Asset Tracking and Digital Photography

Our commission rates differ depending on whether the auction company or the client provides the information. If the client decides to manage the asset tracking and digital photography our rate is lower than if we were to handle this process.

4. Contract

Our contract is a document that makes business agreements official and binding, ensuring both parties' safety in entering such an agreement. Contracts are invaluable tools that help both the auctioneer and client understand the terms of the agreement and individual obligations.

5. Inputting And Starting An Auction

Auction information is typed into an excel format and then uploaded into our online auction software. Auctions begin and end on dates established beforehand between the seller and Lemons Auctioneers.

6. Management of Auction

Auctioneer shall approve all online bidders, manage the online auction for ten (10+) consecutive days, manage all payments, and correspond with the Seller regarding all pickups and checkouts.

7. Closing Procedures

Our online service automatically shuts down the auction by item until all lots have ended. It generates reports for the clients and customers that are provided to the seller.

8. Reports

Auction staff will contact the client in regards to closing reports, as well as procedures for removal. Customers will receive a bill of sale in his/her bidder area after payment has been made.



Performance Capability – Steps for a Buyer to begin using the web-based auction system

1. All interested bidders must register to bid in the bidder registration area at www.onlinepros.com. They must provide a good E-mail address and they get to choose own password. New online bidders will need to agree with the Terms of Use.
 2. All new online bidders' will be required to supply a credit or debit card to activate their account. The card provided will be preauthorized in the amount of \$100.00. The funds are only checked, and no actual transaction takes place, and nothing will appear on bidder's credit card statement. The card used will be held on file for future online payments.
 2. All new buyers are verified by phone within 24 hours from applying a deposit. We verify: Name, Address, Phone and E-Mail address.
 3. **Bidder Login Functions:** Track My Items – Items bid on or Tracked, Watch Items, Quick Bid, Track Items Sold, View Purchases, Pay Purchases, Total Current bids, Total Max Bids – Proxy Bidding, Bidder History, Set Max Bid Amount, Past Auctions, Configure Notifications Settings - Email Setting for Mailers & Receive Bidding Notifications via E-mail, Edit Account Details, Update Contact Information, Update Payment Information, or Change Password.
 4. Email Generated High Bid Notifications, Outbid Notifications, Notifications for Payment with Attached Invoices, Receipts for Deposits and Payments, Payment Reminders, Updated Invoices, and Upcoming Auction Notices.
-

Performance Capability

D. Describe the capabilities and functionality of offeror's web-based online auction system?

1. The Lemons Auctioneers, LLC & Online Pros website is a mobile bidding platform that engages bidders to use their smartphones, laptops, and/or tablets. Our bidding app is Online Pros, bidders can download the app through the Apple App Store and/or Google Play.

2. The mobile app sends bidders outbid notifications on their phone which takes them right back into that item with one touch in real time.

3. Push notifications are offered on the app. This feature is used for custom messaging to the bidders including but not limited to preview, removal, auction updates, item information changes, date changes, auction closing reminders, and much more.

4. Max Bidding

5. Bidder Verification- Lemons Auctioneers, LLC & Online Pros bidders must register with credit card deposits, auction terms and conditions, and manual bidder approval, all based on specific auction type and contracting member agency needs.

6. Message Dashboard-Bidders can store all of the notifications that have come through the app.

7. Real-time Bid Speed-Using messaging technology and a simple interface designed for mobile makes bidding in your auction easy and quick.

8. Full Device Compatibility- Not only does the Online Pros app work on Apple and Android smartphones, it can also be accessed from a web browser on desktops, laptops and tablets.

9. Bidders may use their Bidder Login as a reference tool.

Bidder Login Functions: Bidders May Watch Items, Track Items as high bidder, Set Max Bids, View Invoices through the Invoice Portal, pay for purchases won, Edit Account & Mail Settings, Review Terms of Use.

10. Bidders may view all auction listings, categories, event details, and preview items prior to registering for an auction.

11. Our website offers a real time counter through the duration of an auction listing. The refresh button will never need to be used.

12. Auto Extend Feature-The ending time for each item is on Auto Extend and will reset to 5 minutes if a bid is placed within the last 5 minutes of the scheduled item closing time. This will continue until there are no bids on that item for 5 minutes.

13. Operational Videos-We offer operational videos of auction items if applicable for a higher return and for preview purposes.

14. Multiple auction shut down capability daily.

15. Buy It Now-Lemons Auctioneers, LLC & Online Pros offers a Buy It Now feature for its clients. This is used for fixed price items and/or buy immediately options based on contracting member agency needs.

16. Email generated high bid notifications, outbid notifications, invoices, receipts for deposits and payments, payment reminders, and upcoming auction notices.

17. We accept major credit cards for deposit and payments through Authorize.net.

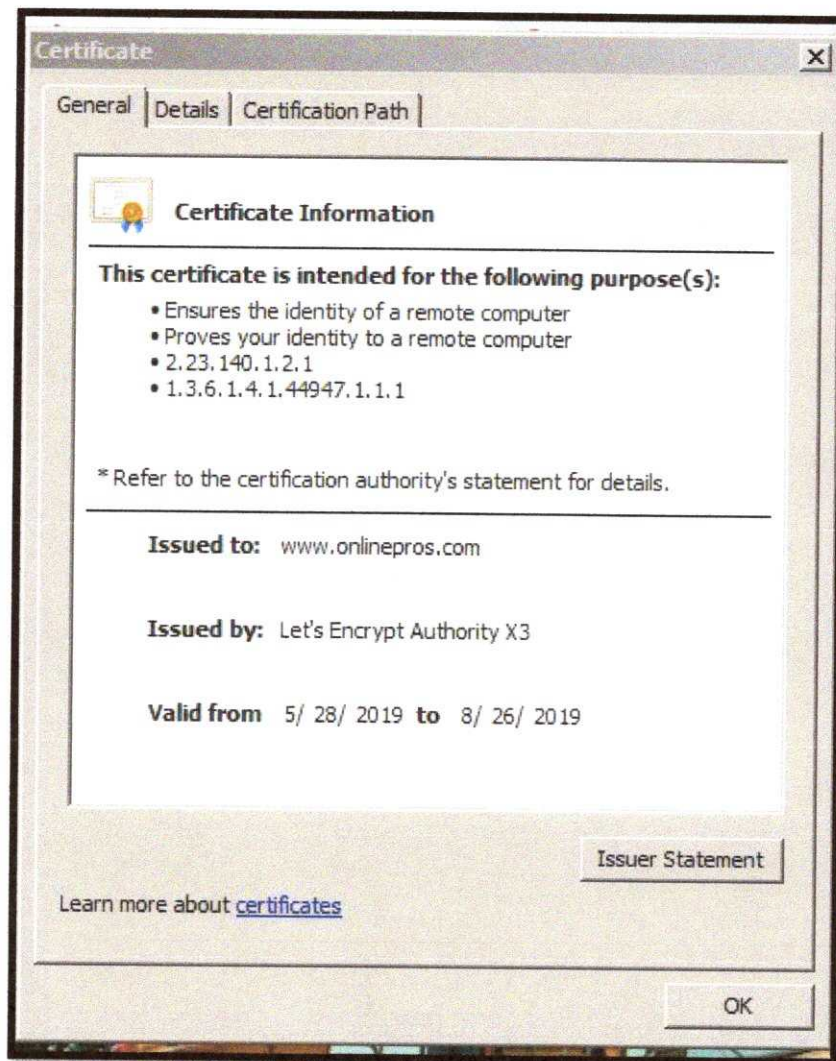
Q: Indicate how often upgrades are made to the system including the testing processes used before implementation of an upgrade?

a. Upgrades and/or updates are made on an average twice a month. Testing is done after hours or on the weekends through test auctions to ensure a smooth transition.

Performance Capability

D. Describe the system's security capabilities and the privacy protection to both sellers and buyers?

1. The Lemons Auctioneers, LLC & Online Pros site is secure. The site is protected by a security certificate.



×  Check if a site's connection is secure

  <https://www.onlinepros.com>

ATION | REAL ESTATE | APPRAISAL



D. Performance Capability

Lemons Auctioneers, LLC provides several tools and customizations available to the seller. These tools and customization include:

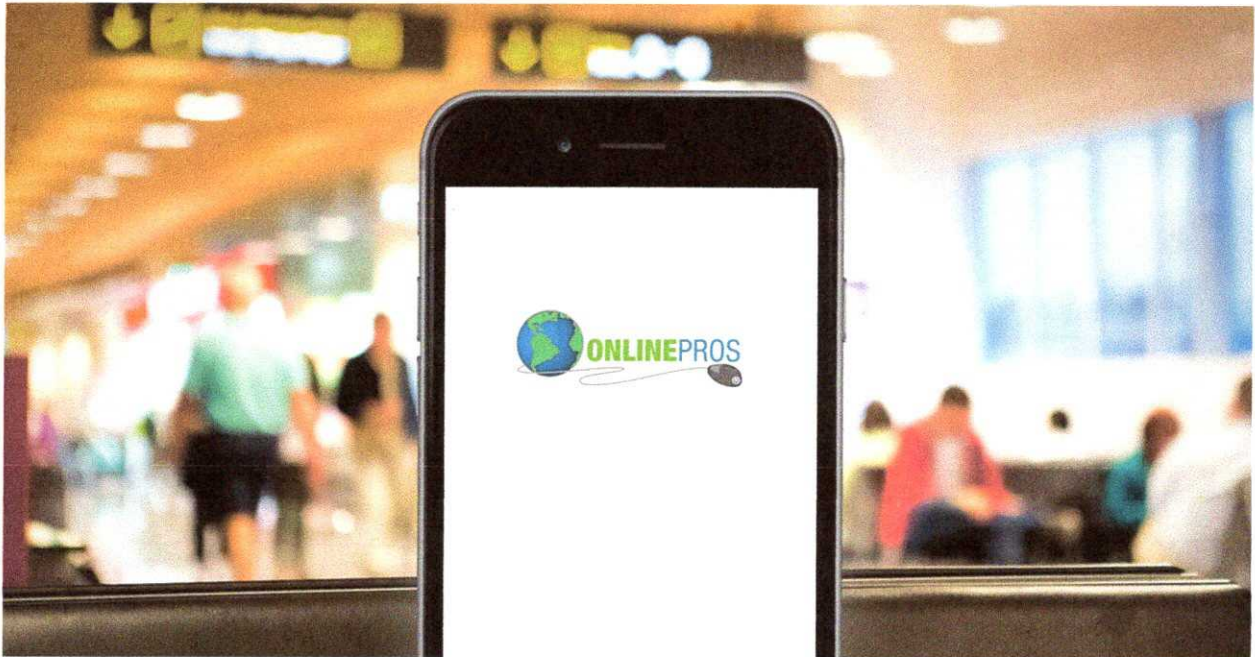
- Internal Reallocation
- Setting of Reserve Prices
- Setting of Minimum Bids
- Allowing the Bidder to Place Deposits
- Ability to Copy Previous Auctions
- Ability to Repost Previous Auctions
- Ability to Move Auction Information Between Auctions
- Ability to Preview All Auction Information
- Ability to have Multiple Sellers Within One Auction
- Ability to Customize Invoices and Receipts
- Ability to Customize Auction Catalogs for Public Viewing
- Ability to Accept or Reject Bids



Performance Capability

Tools Available to Bidders to Assist in Participation

- Proxibidding
- Push Notification
- Newsletter
- Mobile Application
- Secure Credit Card Services for Immediate Payment Once Customer Receives Invoice



Software Functionality

Administrative Access to The Site

Sellers are provided administrative access to the auction website. Upon request, sellers can be given account information to login to the auction website. On the auction website, sellers are able to adjust any auction information, set reserve pricing, and various other tools.

Below are screenshots of the administrative access sellers are provided.

The screenshot displays the 'Create Auction' administrative interface for Wavebid. The page is titled 'Create Auction' and features a 'Support' sidebar on the left. The main content area is divided into 'Auction Info' and 'Auction Attributes'. The 'Auction Info' section includes a 'Select address' dropdown, 'Name', 'Address 1', 'Address 2', 'City', 'State', 'Postal', and 'Country' fields. It also has 'Estimates' for 'Lots' and 'Videos', a 'Coordinator' dropdown, a 'Sales Manager' dropdown, and checkboxes for 'Restrict to Coordinator & Admins', 'Lock Auction', and 'Is Auction Sold?'. The 'Auction Attributes' section has tabs for 'Marketing Info', 'Dates', 'Accounting', 'Invoicing', 'Online Checkout', 'Documents', and 'Links'. It contains various settings like 'Auction Software', 'Start Date', 'End Date', 'Time Zone', 'Type of Auction', 'Parent Auction', 'Default Category', 'Existing External ID', and a list of 'Attributes' such as 'Assign seller(s) to lots?', 'Include option to list quantity per lot?', 'List item locations per lot?', 'Show shipping calculator?', 'Default starting bid?', 'Default bid increment?', 'Any reserve prices?', 'Different tax rates per lot?', 'Show Lot Rank?', 'Show Clicking Attributes?', 'Turn on High Low Estimates?', 'Allow Buy It Now price?', 'Show appraisal values?', 'Show Company Defined Values', 'Show Advanced Cataloging Values', and 'Other Catalog Values'. The footer shows '© 2019 Wavebid'.

Administrative access for sellers allowing them to customize the names, location, auction dates, closing speeds, types of auction and other features.

Auction Attributes Marketing Info Dates Accounting **Invoices** Online Checkout Documents Links

Processing

Process Seller Settlements ?

Process Buyers Premium for Sellers ?

Starting Invoice Number ?

Email

Invoice Email Template

Select a Template ▼

?

Invoice Settings

Default ▼ Default ?

Options

Options

Header

Show entire item description on invoices ?

Details

Display the location in the description on invoices ?

Summary

Show title information on invoices ?

Payment

Hide unpaid watermark on invoices ?

Footer

Show the payment date, time, and clerk name on invoice ?

Other

Show the tax/tax exempt id on invoices ?

Number of copies when printing invoices ?

Include when printing all invoices ?

Default Address for invoices and seller settlements ?

Hide inventory numbers on invoice ?


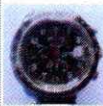








Show separate buyers premium tax ?

Hide the totals section on an invoice ?

Administrative access allows sellers to customize the invoices for their upcoming auction.

My Dashboard | My Links | Current Auction | Help | Current Auction: 107024

Filter Options: All Lots | Search: | List Actions | Columns


Lot Number	Photo	Category	Name/Title	Description	Quantity	Tax Exempt	Seller
<input type="checkbox"/> 1		Industrial		Last Word Model B Wheel Dresser. 2.598 inches Center line. Includes Cylindrical Square, Dressers, fitted wood box	1	<input type="checkbox"/>	Jerry
<input type="checkbox"/> 2		Jewelry		Tudor Prince "Tiger" Chronograph Mens Watch. Black Face, Black Leather Band. Automatic. Includes Certificate of Authenticity	1	<input type="checkbox"/>	Sue
<input type="checkbox"/> 3		Jewelry		Italian rose gold necklace	1	<input type="checkbox"/>	Sue
<input type="checkbox"/> 4		Industrial		Valenite VE7560 SAC16 Kit. ER16 Straight Shank Collet Holder. 3/4 inches Diameter. (8) Assorted ER16 Collets. ETH Wrench in a fitted wood box	1	<input type="checkbox"/>	Jerry
<input type="checkbox"/> 5					1	<input type="checkbox"/>	
<input type="checkbox"/> 6		Industrial		(3) K. tool spot Drills. Insert Type. 1 inches Shanks. (2) SDCS 903. (1) sdcs 823	1	<input type="checkbox"/>	Jerry
<input type="checkbox"/> 7		outdoors		Springfield Arms Company 16 Gauge Shot Gun, Side-by-Side. Chicopee Falls NY. Serial Number not found	1	<input type="checkbox"/>	Ricky
<input type="checkbox"/> 8		outdoor		6-Point Antler Mount. Overall Great Condition	1	<input type="checkbox"/>	Ricky
<input type="checkbox"/> 9		art		Wood, Northwest Indian signed mask of human form worn at weddings	1	<input type="checkbox"/>	Betty
<input type="checkbox"/> 10		art		1954 Primitive oil painting signed on the back by the artist	1	<input type="checkbox"/>	Betty

Administrative access allows the seller to adjust descriptions, add or delete photos, set bid and reserve prices and includes several levels of customization.

RECORDS AVAILABLE FOR DOWNLOAD BY SELLER


Records of our Past Auctions are available to all buyers and sellers as a reference indefinitely after the auction term has expired.

AUCTION | REAL ESTATE | APPRAISAL HOME | 956-242-1113 | CONTACT US | SUBSCRIBE

 ALL AUCTIONS | REAL ESTATE | APPRAISALS | CONNECT

Search past auction items...


Past Auctions



San Antonio Independent School District, San Antonio, Texas

📍 Removal Info Listed At The Bottom Of The Invoice, San Antonio, TX 78206, US (map)


Selling: Shop Equipment, Janitorial Equipment, Musical Instruments & More - 13% B.P.



Lake Travis Independent School District - Austin, Texas

📍 16101 Hwy 71 W, Building B, Austin, TX 78734, US (map)


Selling: Cisco Wireless Access Points - 13% B.P.



Alvin Independent School District - Alvin, Texas

📍 Removal Info Listed At The Bottom Of The Invoice, Alvin, TX 77511, US (map)


Selling: Cafeteria Equipment, Automotive Parts, & More - 13% B.P.







Fort Bend County - Needville, Tx

📍 8110 Long St, Needville, TX 77461, US (map)

Selling: Electronic Equipment, Automotive Parts, Office Equipment & More - 0% B.P.



College of the Mainland - Missouri City, Texas



Performance Capability

Technical Support

Upgrade packages are available upon request for sellers.
Technical Support is supplied for both buyers and sellers.



Tech Support Hours of Operation:

Office Hours:

Monday – Thursday

8:00 a.m. – 5:00 p.m. CST

Friday

8:00 a.m. – 4:30 p.m. CST

Weekend & Holiday Hours:

Available Thru E-mail

Same Day Response

Requesting Customization

Auction customization is available to all sellers who conduct their auction services through Lemons Auctioneers, LLC.



Customization requests can be made via email or phone call to a Lemons Auctioneers staff member. Once the customization request has been made, a Lemons Auctioneers staff member will make the requested customization immediately.

Emergency Orders



Lemons Auctioneers staff are always available for Emergency
Orders.

Emergency orders can be made the following ways:

- Monday-Thursday/8:00 a.m. – 5:00 p.m.

800-243-1143 or lemons@lemonsauctioneers.com

- Friday/8:00 a.m. – 4:30 p.m.

800-243-1143 or lemons@lemonsauctioneers.com

- After-hours/Weekend/Holidays

lemons@lemonsauctioneers.com



Performance Capability – F: Describe Reporting:
Accounting Process & Online Accounting Capabilities

-
1. At the end of the auction day at 3:00 p.m. all winning bidders will receive an E-mail with a copy of the unpaid invoice attached. E-mail has instructions for winning bidders to pay for items won. Also winning bidder will be able to login into online account under the Invoice Portal to pay.
 2. A reminder E-mail for payment is send out every day to the winning bidders to pay thru our Wavebid system and a push notification is sent out from our BidWrangler website is also send out.
 3. Payment for purchases must be made in full by cash, credit card, debit card, wire transfer, direct deposit, cashier's check or money order made to Lemons Auctioneers, LLC Unless otherwise noted in a specific auction's terms and conditions. Payment must be made within two (2) consecutive days, **(including weekends & holidays)** upon the conclusion of the online auction closing date. All accounts not paid in full by the stated deadline date for \$1,000.00 or less will be automatically charged through our payment gateway with the credit or debit card supplied by the Buyer. Bidders that do not pay for their purchases during the stated deadline may be permanently banned from future online auctions.
 4. Bidders that do not pay for their purchases during the stated deadline may be permanently banned from future online auctions.
 5. A notification is sent out to the Seller to let them know of winning bidders that did not pay, Seller will decide if to continue to pursue for payment or move on. Then an email will be sent out to the bidder that did not pay, explaining to them that they will be banned from our site and any future auctions.
-



Reporting Capabilities Available To Seller

Lemons Auctioneers, LLC offers extensive reporting that includes:

1. Cross Off:

This report represents the Auction Number, Date, Lot #'s, Seller Name, Item Title & Description, Selling Price, Bidder Number, Company Name, Bidder Information, Selling Price Total.

2. Seller Settlement:

Represents the results for the online auction where the auction company uploads information into the software for the seller. This report shows total surplus sold. This Report includes: Lot Number, Description, Bidder Number, Bidder's Name, Phone Number, & Bid Amount.

2. Seller Summary:

This report represents the Consignor Information-Auction Date, Location, and Consignor. This report also includes Auction Information, Lot #'s Sold, Description of items sold, Buyer number, Price Won, Qty of items, Extended Price, and Total of items sold.

3. Unsold Lot List:

This report represents items that was not bid on or sold and includes: Lot #, Item Name, Category, Description & Reason.

4. Example - Invoices:

This report represents a copy of an example of: (1) Example Paid Receipt, (1) Not Paid In Full Receipt (these examples are from a Test Auction).



Cross Off

***TEST* Online Auction**
11/13/2015

44507

Lot Number	Seller	Title & Description	Selling Price
6	364 TEST - Online Auction	(1) 2009 F150 4X4 XLT Crew Cab - Vin: 1FTPW14V19KB49253 - Unit: N111 - Tag: 1019684 - Mileage Reads: 133,545 - Starts	\$12,000.00
205	365 Road & Bridge	(Lot) Electronics & Tripod - (1 Pallet) ID #24	\$150.00
219	364 TEST - Online Auction	(Lot) Disassembled Metal Shelving - (Approx. 13 Pallets)	\$350.00
238	364 TEST - Online Auction	(Lot) Conference Tables & Misc. - Including: (Approx. 2) Conference Tables, (1) Desk, (1) Computer Table, (1) Hutch	\$5.00

Bidder Number 2 **Company Name** Betty Boop **Name** Betty Boop **Address** 61 S. Main St. Suite # 200 **Phone** 9791111234 **Count** 4 **Selling Price Total** \$12,505.00

Lot Number	Seller	Title & Description	Selling Price
15	364 TEST - Online Auction	(1) 2006 Ford E350 Passenger Van - Vin: 1FB5531L66HA62224 - Unit: J089 - Tag: 1013195 - Mileage Reads: 112,802 - Starts - Advance Trac	\$5,000.00
90	364 TEST - Online Auction	(1) 2007 Ford Crown Victoria - Vin: 2FAPP71W07X132064 - Unit: L029 - Tag: 1015767 - Mileage Reads: 122,685 - Starts	\$500.00
293	364 TEST - Online Auction	(Lot) Matching Chairs - (Approx. 20)	\$50.00

Bidder Number 200 **Company Name** Joiner's Trucking, Inc. **Name** Billy Joiner **Address** 200 Wildwood **Phone** 9791234567 **Count** 3 **Selling Price Total** \$5,550.00

Seller Settlement



Lemons Auctioneers LLC
 18810 Juergen Rd.
 Tomball, TX 77377
 Phone: (800) 243-1113
 Fax: (281) 357-4974

Seller Information

Seller Name: TEST - Online Auction
 Seller Number: 364
 Company: TEST - Online Auction
 Location:
 Phone:

Auction Information

Auction: *TEST* Online Auction
 Date: 11/13/2015 00:00
 Location: 18810 Juergen Rd.
 Tomball, TX 77377

Lot Num	Description	Bidder	BuyerFirst Name	BuyerLast Name	BuyerPhone	Bid
6	(1) 2009 F150 4X4 XLT Crew Cab - Vin: 1FTPW14V19KB49253 - Unit: N111 - Tag: 1019684 - Mileage Reads: 133,545 - Starts	2	Betty	Boop	(979) 111-1234	\$12,000.00
15	(1) 2006 Ford E350 Passenger Van - Vin: 1FBSS31L66HA62224 - Unit: J089 - Tag: 1013195 - Mileage Reads: 112,802 - Starts - Advance Trac	200	Billy	Joiner	(979) 123-4567	\$5,000.00
90	(1) 2007 Ford Crown Victoria - Vin: 2FAFP71W07X132064 - Unit: L029 - Tag: 1015767 - Mileage Reads: 122,685 - Starts	200	Billy	Joiner	(979) 123-4567	\$500.00
219	(Lot) Disassembled Metal Shelving - (Approx. 13 Pallets)	2	Betty	Boop	(979) 111-1234	\$350.00
238	(Lot) Conference Tables & Misc. - Including: (Approx. 2) Conference Tables, (1) Desk, (1) Computer Table, (1) Hutch	2	Betty	Boop	(979) 111-1234	\$5.00
293	(Lot) Matching Chairs - (Approx. 20)	200	Billy	Joiner	(979) 123-4567	\$50.00
						\$17,905.00

Summary

Auction Gross	\$17,905.00
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Lot #	Name	Category	Description	Reason
5	(1) 2012 Dodge Charger	Automobiles	Vin: 2C3CDXAT4CH180476 - Unit: R031 - Tag: 1025419 - Mileage Reads: 89,277 - Starts	UNSOLD
9	(1) 2007 Ford F340 Service Truck / Koehing Bed	Pickup Trucks	Vin: 1FDWF36P87EB44032 - Unit: L011 - Tag: 1016610 - Mileage Reads: 92,605 - Dead Battery - Power Stroke Turbo - Diesel	UNSOLD
10	(1) 2006 Ford Crown Victoria	Automobiles	Vin: 2FAFP71W26X145803 - Unit: K118 - Tag: 1014748 - Mileage Reads: 94,134 - Dead Battery - Wrecked	UNSOLD
11	(1) 2007 Ford Crown Victoria	Automobiles	Vin: 2FAFP71W57X140810 - Unit: L072 - Tag: 1015755 - Mileage Reads: 129,893 - Starts	UNSOLD
12	(1) 2006 Ford Crown Victoria	Automobiles	Vin: 2FAFP71W56X125223 - Unit: K056 - Tag: 1014733 - Mileage Reads: 109,859 - Starts	UNSOLD
13	(1) 2006 Ford F150 4X4 Truck	Pickup Trucks	Vin: 1FTPX14V56KC29440 - Unit: K028 - Tag: 1014810 - Mileage Reads: 138,478 - Dead Battery - 5.4 Liter	UNSOLD
14	(1) 2003 Chevy 1500	Pickup Trucks	Vin: 1GCEC19V53Z280838 - Unit: H089 - Tag: Z280838 - Mileage Reads: 118,756 - Dead Battery - Wrecked	UNSOLD
16	(1) 2005 Chevy Colorado	Pickup Trucks	Vin: 1GCCS196658253840 - Unit: J066 - Tag: 1012948 - Mileage Reads: 159,991 - Starts	UNSOLD
17	(1) 2009 Dodge Ram 3500 Cab & Chassis Heavy Duty	Pickup Trucks	Vin: 3D6WG46L79G537160 - Unit: N035 - Tag: 1019897 - Mileage Reads: 142,027 - Starts	UNSOLD
18	(1) 2012 Dodge Charger	Pickup Trucks	Vin: 2C3CDXAT7CH180486 - Unit: R036 - Tag: 1025424 - Mileage Reads: 101,758 - Starts	UNSOLD
19	(1) 2008 Dodge Ram 3500 Cab & Chassis Heavy Duty	Pickup Trucks	Vin: 3D6WG46A08G202285 - Unit: M117 - Tag: 1018041 - Mileage Reads: 142,742 - Starts	UNSOLD
20	(1) 2012 Dodge Charger	Automobiles	Vin: 2C3CDXAT3CH180470 - Unit: R038 - Tag: 1025425 - Mileage Reads: 109,385 - Dead Battery - Hole In Oil Pan	UNSOLD
21	(1) 2003 Chevy 2500 Heavy Duty	Pickup Trucks	Vin: 1GCHC29U13E273211 - Unit: H088 - Tag: E273211 - Mileage Reads: 106,178 - Starts	UNSOLD
22	(1) 2006 Ford Taurus	Automobiles	Vin: 1FAFP53U86A217824 - Unit: K107 - Tag: 1014796 - Mileage Reads: 84,605 - 4 Door - Starts	UNSOLD
23	(1) 2006 Ford Super Duty F250 Crew Cab XL	Pickup Trucks	Vin: 1FTSW20536EC37284 - Unit: K013 - Tag: 1014683 - Mileage Reads: 147,352 - Starts	UNSOLD
24	(1) 2008 Ford Super Duty F250 Regular Cab XL	Pickup Trucks	Vin: 1FTNX20568EA02343 - Unit: L047 - Tag: 1015721 - Mileage Reads: 90,302 - Starts	UNSOLD
25	(1) 2009 Ford Crown Victoria	Automobiles	Vin: 2FAHP71V99X113029 - Unit: N001 - Tag: 1019545 - Mileage Reads: 107,309 - Starts	UNSOLD
26	(1) 2008 Ford Crown Victoria	Automobiles	Vin : 2FAFP71V38X148073 - Unit: M080 - Tag: 1017237 - Mileage Reads: 120,614 - Dead Battery	UNSOLD
27	(1) 2012 Dodge Charger	Automobiles	Vin: 2C3CDXAT2CH180461 - Unit: R025 - Tag: 1025395 - Mileage Reads: 100,995 - Dead Battery	UNSOLD
28	(1) 2009 Ford Crown Victoria	Automobiles	Vin: 2FAHP71V69X132508 - Unit: N122 - Tag: 1019680 - Mileage Reads: 105,538 - Dead Battery	UNSOLD
29	(1) 2010 Ford Crown Victoria	Automobiles	Vin: 2FABP7B9AX131717 - Unit: P085 - Tag: 1021569 - Mileage Reads: 92,990 - Dead Battery	UNSOLD
30	(1) 2007 Ford Crown Victoria	Automobiles	Vin: 2FAFP71W37X137341 - Unit: L084 - Tag: 1015745 - Mileage Reads: 117,610 - Starts	UNSOLD
31	(1) 2009 Ford Crown Victoria	Automobiles	Vin: 2FAHP71V49X132510 - Unit: N115 - Tag: 1019481 - Mileage Reads: 122,078 - Dead Battery	UNSOLD



Lemons Auctioneers LLC
 18810 Juergen Rd.
 Tomball, TX 77377
 Phone: (800) 243-1113
 Fax: (281) 357-4974

Paddle #: 200
 Invoice #: 200-44507-1
 Date: 24-Jun-2019 12:27 CDT

Buyer Information

Buyer Name: Billy Joiner
 Company: Joiner's Trucking, Inc.
 Paddle #: 200
 Phone #: (979) 123-4567
 Email: billy@joinerstrucking.com
 Billing: 200 Wildwood
 Van Vleck, Tx 77482

Auction Information

Auction: *TEST* Online Auction
 Date: 11/13/2015
 Location: 18810 Juergen Rd.
 Tomball, TX 77377

UNPAID

Lot	Paddle	Description	Qty	Bid	Sale Price	Premium	Tax *	Total
15	200	(1) 2006 Ford E350 Passenger Van - Vin: 1FBSS31L66HA62224 - Unit: J089 - Tag: 1013195 - Mileage Reads: 112,802 - Starts - Advance Trac	1	\$5,000.00	\$5,000.00	\$650.00 *	\$466.13	\$6,116.13
		Title Fee	1	\$20.00	\$20.00	\$0.00	\$0.00	\$20.00
90	200	(1) 2007 Ford Crown Victoria - Vin: 2FAFP71W07X132064 - Unit: L029 - Tag: 1015767 - Mileage Reads: 122,685 - Starts	1	\$500.00	\$500.00	\$65.00 *	\$46.61	\$611.61
		Title Fee	1	\$20.00	\$20.00	\$0.00	\$0.00	\$20.00
293	200	{Lot} Matching Chairs - (Approx. 20)	1	\$50.00	\$50.00	\$6.50 *	\$4.67	\$61.17
Total Lots: 3			Totals:		\$5,590.00	\$721.50	\$517.41	\$6,828.91

SubTotal: \$6,828.91
 Cash Total Due: \$6,828.91
 Convenience Fee (3%): \$204.87
 Credit Total Due: \$7,033.78

Tax codes used: 01

Location: 18810 Juergen Road, Tomball, Texas 77377.

Removal Dates & Time: (By Appointment Only - Mandatory - No Exceptions) Saturday, January 19, 2019. (Hours Of Operation: 10:00 a.m. - 5:00 p.m.) Monday, January 21, 2019. (Hours Of Operation: 8:00 a.m. - 3:00 p.m.)

Removal Contact: Lemons Auctioneers, (281)357-4977

Important Removal Notice: All Vehicles & General Merchandise Must Be Removed By Monday, January 21, 2019 By 3:00 P.M. - Be Prepared For Removal By Bringing Plenty Of Drivers, Heavy Haulers, Wrecker, Trailers, Etc. Pallets Will Not Be Broken Apart For Removal. *****Forklift Will Be Available For Removal*****

***Buyers Note: Bring Your Paid Receipt With You In Hand At The Time Of Removal. Only A Hard Copy Of Your Paid Receipt Will Be Acceptable At The Seller's Location. ***



Lemons Auctioneers LLC
 18810 Juergen Rd.
 Tomball, TX 77377
 Phone: (800) 243-1113
 Fax: (281) 357-4974

Paddle #: 2
 Invoice #: 2-44507-1
 Date: 24-Jun-2019 12:26 CDT

Buyer Information

Buyer Name: Betty Boop
 Paddle #: 2
 Phone #: (979) 111-1234
 Email: betty@bettyboop.com
 Billing: 61 S. Main St. Suite # 200
 Houston, TX 77070

Auction Information

Auction: *TEST* Online Auction
 Date: 11/13/2015
 Location: 18810 Juergen Rd.
 Tomball, TX 77377

Lot	Paddle	Description	Qty	Bid	Sale Price	Premium	Tax	Total
6	2	(1) 2009 F150 4X4 XLT Crew Cab - Vin: 1FTPW14V19KB49253 - Unit: N111 - Tag: 1019684 - Mileage Reads: 133,545 - Starts	1	\$12,000.00	\$12,000.00	\$1,560.00	\$0.00	\$13,560.00
		Title Fee	1	\$20.00	\$20.00	\$0.00	\$0.00	\$20.00
205	2	(Lot) Electronics & Tripod - (1 Pallet) ID #24	1	\$150.00	\$150.00	\$19.50	\$13.99	\$183.49
219	2	(Lot) Disassembled Metal Shelving - (Approx. 13 Pallets)	1	\$350.00	\$350.00	\$45.50	\$32.63	\$428.13
238	2	(Lot) Conference Tables & Misc. - Including: (Approx. 2) Conference Tables, (1) Desk, (1) Computer Table, (1) Hutch	1	\$5.00	\$5.00	\$0.65	\$0.46	\$6.11
Total Lots: 4			Totals:		\$12,525.00	\$1,625.65	\$47.08	\$14,197.73

PAID IN FULL

SubTotal: \$14,623.66
 Cash Total Due: \$0.00
 Convenience FeePaid: \$425.93

Paid Credit:
 Clerk: angelah
 Payment Time: 01/17/2019 11:46:40 AM
 Type: Visa \$14,623.66
 Last 4: 1234
 Approval:
 Name: Betty Boop

Tax codes used: 01

Location: 18810 Juergen Road, Tomball, Texas 77377.
Removal Dates & Time: (By Appointment Only - Mandatory - No Exceptions) Saturday, January 19, 2019. (Hours Of Operation: 10:00 a.m. - 5:00 p.m.) Monday, January 21, 2019. (Hours Of Operation: 8:00 a.m. - 3:00 p.m.)
Removal Contact: Lemons Auctioneers, (281)357-4977

Important Removal Notice: All Vehicles & General Merchandise Must Be Removed By Monday, January 21, 2019 By 3:00 P.M. - Be Prepared For Removal By Bringing Plenty Of Drivers, Heavy Haulers, Wrecker, Trailers, Etc. Pallets Will Not Be Broken Apart For Removal. *****Forklift Will Be Available For Removal*****
***Buyers Note: Bring Your Paid Receipt With You In Hand At The Time Of Removal. Only A Hard Copy Of Your Paid Receipt Will Be Acceptable At The Seller's Location. ***



Performance Capability – G: Customer Service/Problem Resolution Process.

- Buyer & Seller Resolution

4

-
1. Buyers that have not made the payment two days after the payment deadline, after we had tried to contact buyers by phone, E-mail, Push Notification, Text Message and we had not received a response at all. First, we send an E-mail to seller to see what they want us to do.
 2. Wait for response from the seller stating what they want us to do, move on, close out auction and suspend buyer or keep waiting for payment and try to contact them.
 2. Buyers account will be suspended and banned from any future online auctions, all bids will be cleared from the online auction and new reports will be sent out to the seller.
 3. A Customers complaint form will be filled out under Banned Customers and/or problem folder, paperwork includes: E-mail from seller, copy of invoice, Copy of voided invoice & complaint form.
 4. Original paperwork will be filed under auction and a copy will be under Banned customer and/or problem log folder.
-



Performance Capability – H: Describe Offeror’s Invoicing Process

See attached under: Performance Capability – F: Describe Reporting: Accounting Process & Online Accounting Capabilities.

Performance Capability

- i. Describe Offeror's contract implementation/customer transition plan. As an example, attach a high-level project schedule, with milestones from each implementation phase. Include training that customer will receive as part of the transition.

1. This is used for our educational clients such as Independent School Districts. (See Attached)

1
2
3

Texas Government Code

Chapter 2175. Surplus and Salvage Property

Subchapter D. Disposition of Surplus or Salvage Property By Competitive Bidding.

Sec. 2175.129. DISPOSITION BY COMPETITIVE BIDDING, AUCTION, OR DIRECT SALE.

(a) If a disposition of a state agency's surplus property is not made under Section 2175.125, the commission shall:(1) sell the property by competitive bid, auction, or direct sale to the public, including a sale using an Internet auction site; or(2) delegate to the state agency authority to sell the property by competitive bid, auction, or direct sale to the public, including a sale using an Internet auction site.(b) The commission or a state agency to which authority is delegated under Subsection (a)(2) or under Section 2175.065 shall determine which method of sale shall be used based on the method that is most advantageous to the state under the circumstances. The commission shall adopt rules establishing guidelines for making that determination.(c) In using an Internet auction site to sell surplus property under this section, the commission or state agency shall post the property on the site for at least 10 days.

Sec. 2175.304. Exception for Institutions of Higher Education.

4 **Selling Police Vehicles
by Auction**

1 ■H.B. No. 473 <http://www.legis.state.tx.us/tlodocs/84R/billtext/html/HB00473F.HTM>

2 Sec. 272.006. SALE OR TRANSFER OF LAW ENFORCEMENT VEHICLE.

(a) In this section, "political subdivision" means a county, municipality, school district, junior college district, other special district, or other subdivision of state government.

(b) A political subdivision may not sell or transfer a marked patrol car or other law enforcement motor vehicle to the public unless the political subdivision first removes any equipment or insignia that could mislead a reasonable person to believe that the vehicle is a law enforcement motor vehicle, including any police light, siren, amber warning light, spotlight, grill light, antenna, emblem, outline of an emblem, or emergency vehicle

equipment.

This Act takes effect September 1, 2015

5

1 It's Illegal to Sale!

- *Used Mattresses
- *Propane Tanks
- *Fuel or Chemical Spray tanks that have not been cleaned
- *Opened Used Containers (Paint, Cleaning Supplies, Etc.)
- *A Vehicle, Bus, and/or Trailer without a title and/or vin unless shop made.
- *Shop Made may be under 4000 LB without title. Over that will need a title.
(Must go through inspection process through DMV)
- *Lifesaving Equipment (Old Defibrillator, Etc.)
- *Vending Machines that are leased or belong to Coca Cola, Pepsi, etc.
- *Mailing, Scantron, or copy machines that are leased.
- *Cribs that do not meet the federal requirements concerning drop side rails.
- *Flags or Trophies
- *Band or Sport Uniforms, Workout Gear, and/or Shirts with the School District Name or logo on it.
- *Over stuffed chairs or sofas
- *ATV's without a title

2 Seller Beware!

6 **Pre-Auction**

- Get Board Approval
- Comprise a general listing of auction items and advertise accordingly.
- Auction Contract Agreement
- If Selling Buses, Vehicles, or Trailers Gather All Titles.
- Collect Surplus Material and Place in Auction location or locations.
- Display Auction Items like with like, checking pallets for proper heights and safety.
- Conduct walk through for district employees.
- Pull chosen items away from auction area.
- Supply Loading equipment for removal if available.

7 **General Operating Procedures**

8

ASSET TRACKING & DIGITAL PHOTOGRAPHY

***Auction Timeline**

(Seller will agree upon an auction timeline that will consist of the detail information due date, activation, preview, completion, and removal of the online auction.)

***Set Up**

(Palletizing or lining up in rows online auction items for easier preview and removal).

***Tag and inventory auction items with complete detailed descriptions.**

(Approx. quantity, model, type, color, details, etc.)

(Auction company will supply a general description worksheet to seller in excel or word format.)

***The Sell of Vehicles, Buses, or Trailers.**

(Auction Company will supply a Vehicle/Bus information form for all vehicles sold.)

(All vehicles sold must have a blue title in the sellers possession before the vehicle can be sold by public auction. A copy of this title must be sent to Lemons Auctioneers for verification.)

General Procedures for selling Vehicles/Buses.

***Please have all exemption plates taken off of the buses, vehicles, or trailers and dispose of. You no longer have to turn them back into the State of Texas.**

***Please have the school district name spray painted or taken off of the buses or vehicles. You may use black, yellow, or white spray paint.**

***Please exchange tires, batteries, clean out radios, personal items etc. before the photos are taken of the buses or vehicles.**

9 **Auction Tip-1**

10 **Auction Tip-2**

11 **Auction Tip-3**

12 **Auction Tip-4**

13 **Operational Videos "Work!"**
Caterpillar Electric Pallet Jack

14 **Operational Videos "Work!"**
2002 Ford F350 Super Duty Box Van

15 **ASSET TRACKING & DIGITAL PHOTOGRAPHY (Contd.)**

▪ **Online Auction Photos**

(Photos must be in a .jpeg format and pixel sized at 640 W X 480 H)

***General Merchandise.**

(One frontal shot of each general lot sold. The only exception would be a tractor, portable classroom, or specialty items.)

***Vehicles, Buses, or Trailers.**

(Up to 25 to 30 photos of each bus or vehicle is proffered. Including: Engine, Full Exterior, Interior, Tires, and more.

*Seller may upload catalog & auction photos onto:

▪
Wavebid Software, Training Session, Photo Management:

<https://www.youtube.com/watch?v=9-jFWrTh9O4>

Training Session: Catalog Management:

<https://www.youtube.com/watch?v=YA0uSyNQkXo>

16 **Online/Live Auction Event Detail Form**

17 **Vehicle, Bus, Truck Information Form**

18 **General Description Form**

19
Locations

***Seller may have one or multiple online auction locations.
(Auctioneer will need name, physical address, and lot numbers for all locations.)**

20

Preview

***Preview Date: Time Schedule
(Preferably two days before the completion of the online auction.)**

***Seller Must Provide Scheduled Time for Preview.
(By Appointment or allotted time schedule.)**

21

Preview and Removal Representative

***Seller Must Provide Online Contact Information.
(Direct contact for general questions, online auction preview and removal.)**

(Landline preferred with voicemail and email address.)

22

23

Online Auction Activation

***Online Auction Activation will be discussed and agreed upon between the seller and auctioneer.**

(The online auction activation date is considered day one of the ten day online auction Government Code. Auction will start around 9:00A.M. (CST.)

***Place auction link and information onto school district website and social media**

platforms.

24 **Software Services**

- Secure Encrypted Bidder Registration
(All bidder registrants are contacted and verified within 24 hours)
- All new online bidders' will be required to supply a credit or debit card to activate their account. The card provided will be preauthorized in the amount of \$100.00. The funds are only checked and no actual transaction takes place and nothing will appear on bidder's credit card statement. The card used will be held on file for future online payments. The bidder may change their credit card on file at any time.
(Exceptions when selling Portable Classrooms, Real Estate, or Vehicles.)
- Bid confirmation capabilities
- Outbid and High Bid notifications
- Bidder Login
- Dynamic Ending
- Past Auction Results
- Item Performance Video
- Automated Payment
- Dynamic Live Bidding (Bids/Status updates without
Count Down Timers in seconds)

25 **Portables**

26 **Portables (Cont.)**

- Note: Prior To Bidding, Buyer Must Provide Lemons Auctioneers, LLP With Proper Funding Such As A Bank Letter Of Guarantee Or \$500 Charge On A Visa/MasterCard. Deposit Will Not Be Refunded To Buyer Until Removal Is Complete.
- Buyer Will Need To Get A Quote On The Cost Of Moving From A House/Building Mover Prior To Bidding. This Information Must Be Provided To Lemons Auctioneers, LLP Prior To Bidding - No Exceptions!!***
- The Cost And Removal Of Each Building Is The Sole Responsibility Of The Buyer, And Should Be Obtained Prior To Bidding On Our Online Auction Site. Please Contact A Structural Mover In Your Area. Note That The Structural Mover Is Required To Meet The Minimum Insurance Requirements By Alief ISD And Must Contact Alief ISD For Requirement Information.**

Note: Buyer has 30 days to remove due to permits needed for move. This may take longer due to circumstances.

27 **Cummins Industrial Back Up Generator**

28 **Cummins Industrial Back Up Generator (Cont.)**

- This Auction Requires Additional Registration For Bidding. Must Agree To Auction Terms & Conditions. Please Call Lemons Auctioneers At (281)357-4977 To Be Approved For Bidding Once Auction Registration Is Complete.

Note: Buyer Solely Responsible For Removal. Special Lifting & Hauling Equipment May Be Required.

29

Online Auction Operation and Management

- 1. Licensed Auctioneers-Members of TAA, NAA, & CAI**
- 2. Seller Consultation and Training**
- 3. Title Work**
- 4. Advertisement (Newspapers)**
- 5. General Marketing**
- 6. Mass Emailing & Text Messaging Notifications**
- 7. Customer Service 24/7**
- 8. Web Marketing**
- 9. Auction Zip**
- 10. Global Auction Guide**
- 11. Google Analytics-Google Ad Words, Google Ads, Dynamic Search Ads**
- 12. Search Engine Optimization-Blogs, Keywords**
- 13. Social Media Marketing-Facebook, Twitter, Craigslist, You Tube**
- 14. Handle all payments**
- 15. Collects all Sales Tax**
- 16. Bilingual Staff Member**
- 17. Communicate with buyers and sellers concerning payments and removal.**
- 18. Extensive Reporting**

30

Online Auction Completion

Auction Items will conclude within .30 sec, 2, and 5 minute increments. General

starting time 10:00am. and general auction completion time 2:00pm.

Example: Lot #1 (10:00am), Lot #2 (10:02am)

***Online auction proceeds will be collected by auctioneer within two days from the online auction completion.**

***Extensive Reporting of the auction results will be sent to seller approximately two hours after the online auction has been completed by email or fax to appointed contacts.**

***Seller will receive paid receipts for all clientele once winning purchases are paid in full.**

***The proceeds of the online auction shall be delivered to Seller in due course and not later than 15 working days following the sale date.**

31 **Removal**

Removal Date: Time Schedule

(Preferably three to five days after the completion of the online auction.)

***Seller Must Provide Scheduled Times for Removal.**

32

Thank You!



Lemons Auctioneers, LLC.
and Online Pros

"Your #1 Auction Source"


18810 Juergen Rd., Tomball, Texas 77377
Phone: 800-243-1113, Fax: 281-357-4974
www.lemonsauctioneers.com or onlinepros.com



1

It's The Law!!!

- 1 Texas Government Code
- 2 Selling Police Vehicles By Auction
- 3 Seller Beware!



2

Texas Government Code

Chapter 2175. Surplus and Salvage Property Subchapter D. Disposition of Surplus or Salvage Property By Competitive Bidding.

Sec. 2175.129. DISPOSITION BY COMPETITIVE BIDDING, AUCTION, OR DIRECT SALE.
(a) If a disposition of a state agency's surplus property is not made under Section 2175.125, the commission shall: (1) sell the property by competitive bid, auction, or direct sale to the public, including a sale using an Internet auction site; or (2) delegate to the state agency authority to sell the property by competitive bid, auction, or direct sale to the public, including a sale using an Internet auction site. (b) The commission or a state agency to which authority is delegated under Subsection (a)(2) or under Section 2175.065 shall determine which method of sale shall be used based on the method that is most advantageous to the state under the circumstances. The commission shall adopt rules establishing guidelines for making that determination. (c) In using an Internet auction site to sell surplus property under this section, the commission or state agency shall post the property on the site for at least 10 days.

Sec. 2175.304. Exception for Institutions of Higher Education.



3

Selling Police Vehicles by Auction

▪ **H.B. No. 473**
<http://www.legis.state.tx.us/tlodocs/84R/billtext/html/HB00473F.HTM>

Sec. 272.006. SALE OR TRANSFER OF LAW ENFORCEMENT VEHICLE.

(a) In this section, "political subdivision" means a county, municipality, school district, junior college district, other special district, or other subdivision of state government.

(b) A political subdivision may not sell or transfer a marked patrol car or other law enforcement motor vehicle to the public unless the political subdivision first removes any equipment or insignia that could mislead a reasonable person to believe that the vehicle is a law enforcement motor vehicle, including any police light, siren, amber warning light, spotlight, grill light, antenna, emblem, outline of an emblem, or emergency vehicle equipment.

This Act takes effect September 1, 2015



Page • 4

4

Seller Beware!

It's Illegal to Sale!

- *Used Mattresses
- *Propane Tanks
- *Fuel or Chemical Spray tanks that have not been cleaned
- *Opened Used Containers (Paint, Cleaning Supplies, Etc.)
- *A Vehicle, Bus, and/or Trailer without a title and/or vin unless shop made.
- *Shop Made may be under 4000 LB without title. Over that will need a title.
(Must go through inspection process through DMV)
- *Lifesaving Equipment (Old Defibrillator, Etc.)
- *Vending Machines that are leased or belong to Coca Cola, Pepsi, etc.
- *Mailing, Scantron, or copy machines that are leased.
- *Cribs that do not meet the federal requirements concerning drop side rails.
- *Flags or Trophies
- *Band or Sport Uniforms, Workout Gear, and/or Shirts with the School District Name or logo on it.
- *Over stuffed chairs or sofas
- *ATV's without a title

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5

Pre-Auction

- Get Board Approval
- Comprise a general listing of auction items and advertise accordingly.
- Auction Contract Agreement
- If Selling Buses, Vehicles, or Trailers Gather All Titles.
- Collect Surplus Material and Place in Auction location or locations.
- Display Auction Items like with like, checking pallets for proper heights and safety.
- Conduct walk through for district employees.
- Pull chosen items away from auction area.
- Supply Loading equipment for removal if available.

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6

General Operating Procedures

- 1 Asset Tracking & Digital Photography
- 2 Locations
- 3 Preview
- 4 Preview and Removal Representative
- 5 Online Auction Activation
- 6 Online Auction Operation and Management
- 7 Online Auction Completion
- 8 Removal



7

ASSET TRACKING & DIGITAL PHOTOGRAPHY

*Auction Timeline

(Seller will agree upon an auction timeline that will consist of the detail information due date, activation, preview, completion, and removal of the online auction.)

*Set Up

(Palletizing or lining up in rows online auction items for easier preview and removal.)

*Tag and inventory auction items with complete detailed descriptions.

(Approx. quantity, model, type, color, details, etc.)
(Auction company will supply a general description worksheet to seller in excel or word format.)

*The Sell of Vehicles, Buses, or Trailers.

(Auction Company will supply a Vehicle/Bus information form for all vehicles sold.)
(All vehicles sold must have a blue title in the sellers possession before the vehicle can be sold by public auction. A copy of this title must be sent to Lemons Auctioneers for verification.)

General Procedures for selling Vehicles/Buses.

*Please have all exemption plates taken off of the buses, vehicles, or trailers and dispose of. You no longer have to turn them back into the State of Texas.

*Please have the school district name spray painted or taken off of the buses or vehicles. You may use black, yellow, or white spray paint.

*Please exchange tires, batteries, clean out radios, personal items etc. before the photos are taken of the buses or vehicles.



8

Auction Tip-1



(Lot) Computer Equipment & Misc., Including: Flat Screen Monitors - Qty: Unknown, Desktop Monitors - Qty: Unknown, Keyboards, LCD Projectors, (Approx. 3) Overhead Projectors, Power Cords, Mouse, (Approx. 42) CPUs - Dell & Possible Others, Various Laptops & Misc. - This Is A Large Lot - Buyer Must Bring Trailer Or Large Truck To Remove, **SOLD, \$2,150.00**

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(Lot) CPU's, (Approx. 48) HP, Dell, & Possible Others, **SOLD, \$1,050.00**



9

Auction Tip-2

A Great Photo Says It All!



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10

Auction Tip-3

What Are We Selling?



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11

Auction Tip-4

I thought I bought everything in the photo!



(Lot) Stand & Dolly, Including:
(1) Appliance Dolly, (1) Metal
Stand W/ Vice

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12

Operational Videos "Work!"
Caterpillar Electric Pallet Jack



Operational Videos "Work!"
2002 Ford F350 Super Duty Box Van



ASSET TRACKING & DIGITAL PHOTOGRAPHY (Contd.)

▪ Online Auction Photos

(Photos must be in a .jpeg format and pixel sized at 640 W X 480 H)

*General Merchandise.

(One frontal shot of each general lot sold. The only exception would be a tractor, portable classroom, or specialty items.)

*Vehicles, Buses, or Trailers.

(Up to 25 to 30 photos of each bus or vehicle is proffered. Including: Engine, Full Exterior, Interior, Tires, and more.)

*Seller may upload catalog & auction photos onto:



Wavebid Software, Training Session, Photo Management:

<https://www.youtube.com/watch?v=9-jFwrTh9O4>

Training Session: Catalog Management:

<https://www.youtube.com/watch?v=YA0uSyNQkXo>



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15

Online/Live Auction Event Detail Form



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16

Vehicle, Bus, Truck Information Form

VEHICLE, BUS, TRUCK INFORMATION FORM

Lot # _____
 Year _____
 Vehicle, Bus, Truck Make _____
 Vehicle, Bus, Truck Body Type/Model _____
 Transit Style or Conventional Style _____
 VIN # _____
 Unit or Bus # _____
 Inspection Station Date: Month _____ Year _____
 Passenger _____
 Engine Size Type _____
 Gas _____ Diesel _____ or Pro _____
 Battery: Yes _____ No _____
 Engine in Front or Right _____
 Engine Problems: _____

 Run: Yes _____ No _____
 Will Need to be Towed: Yes _____
 Transmission Type or Condition: _____
 Brakes: Air _____ or Hydraulic _____
 Automatic _____ or Standard _____
 Mileage Ready: _____ Fuel _____ Seal _____ Not Actual _____
 Interior Condition: Good _____ Fair _____
 Wheel Choke LHM: (Yes or No) - Condition: _____
 Interior Problems: _____

 Body Condition: Good _____ Fair _____ or Poor _____
 Hub Needs: _____
 Body Problems: _____

 Tire Condition: Good _____ Fair _____ or Poor _____
 Tire Problems: _____
 Additional Information: _____

 Inspected By: _____
 Printed Name: _____
 Date: _____

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 Lemons Automobile & Truck Pros, 1840 Airport Road, Torrance, CA 90501-1115
 www.lemonsautomotive.com • www.onlinepros.com
 Revised 2/16/2018



General Description Form

LEMONS AUTOMOBILE & TRUCK PROS
ONLINEPROS
VEHICLE INFORMATION WORKSHEET

Year	Make	Model	Color	MPG	MSRP	Actual Price	Condition	Additional Information
2011	RAM	1500	Black	24	\$20,000	\$15,000	Fair	



Locations

*Seller may have one or multiple online auction locations.
(Auctioneer will need name, physical address, and lot numbers for all locations.)



19

Preview

*Preview Date: Time Schedule
(Preferably two days before the completion of the online auction.)

*Seller Must Provide Scheduled Time for Preview.
(By Appointment or allotted time schedule.)



20

Preview and Removal Representative

*Seller Must Provide Online Contact Information.
(Direct contact for general questions, online auction preview and removal.)
(Landline preferred with voicemail and email address.)



21

url : https://www.onlinepros.com/serve/Sevcm.do?auctionid=1252

Select Language

LEMONS AUCTIONEERS

ONLINEPROS.COM
THE ONLINE AUCTION SPECIALISTS

Lemons Auctioneers, LLP and Online Pros
Your Houston Area Auctioneers, Serving the State of Texas
800-243-1113

HOME ABOUT US LIVE AUCTIONS ONLINE AUCTIONS BLOG FAQ REAL ESTATE CONTACT US

Bidder Login Bidder Registrations Auction Calendar Auction Categories Auction Resources How To Bid Past Auctions

Pearland Independent School District - Pearland, Texas

INGRESS STARTS: Tuesday, January 16, 2018

ITEMS BEGIN CLOSING: Thursday, January 25, 2018

AUCTION TYPE: Online Proxy - Online Only

DOWNLOAD PDF CATALOG

Selling: (2) 2003 Ford Vans, 2000 Ford Ranger, Athletic Equipment, Cafeteria Equipment & More - 13% B.P.

Preview: (By Appointment Only-Mandatory-No Exceptions) Tuesday, January 23, 2018 (Hours Of Operation 7:30 a.m - 3:00 p.m.)

Location 1: Maintenance Department, 1702 Mykawa Rd., Pearland, Tx 77581 (Lots 1-3) [Driving Directions](#)

Removal: (By Appointment Only-Mandatory-No Exceptions) Monday, January 29, 2018; Tuesday, January 30, 2018; Wednesday, January 31, 2018 (Hours Of Operation 7:30 a.m - 3:00 p.m.)

Preview & Removal Contact: Warehouse Supervisor, Patrick Christensen, (281)485-4545

Buyer Is Responsible For Own Jumper Cables, Battery, Towing Service, Etc.

Location 2: Pace Center, 2314 Old Alvin Rd., Pearland, Tx 77581 (Lots 4-118) [Driving Directions](#)

Auction Categories

All Items Athletic Equipment & Accessories (6) Auto Shop Equipment (1) Band Uniforms & Other Related Items (1) Building Materials (3) Cafeteria

22

Online Auction Activation

*Online Auction Activation will be discussed and agreed upon between the seller and auctioneer.

(The online auction activation date is considered day one of the ten day online auction Government Code. Auction will start around 9:00A.M. (CST.)

*Place auction link and information onto school district website and social media platforms.



23

Software Services

- Secure Encrypted Bidder Registration
(All bidder registrants are contacted and verified within 24 hours)
- All new online bidders' will be required to supply a credit or debit card to activate their account. The card provided will be preauthorized in the amount of \$100.00. The funds are only checked and no actual transaction takes place and nothing will appear on bidder's credit card statement. The card used will be held on file for future online payments. The bidder may change their credit card on file at any time.
(Exceptions when selling Portable Classrooms, Real Estate, or Vehicles.)
- Bid confirmation capabilities
- Outbid and High Bid notifications
- Bidder Login
- Dynamic Ending
- Past Auction Results
- Item Performance Video
- Automated Payment
- Dynamic Live Bidding (Bids/Status updates without
Count Down Timers in seconds)

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24

Portables



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25

Portables (Cont.)

- **Note: Prior To Bidding, Buyer Must Provide Lemons Auctioneers, LLP With Proper Funding Such As A Bank Letter Of Guarantee Or \$500 Charge On A Visa/MasterCard. Deposit Will Not Be Refunded To Buyer Until Removal Is Complete.**
- **Buyer Will Need To Get A Quote On The Cost Of Moving From A House/Building Mover Prior To Bidding. This Information Must Be Provided To Lemons Auctioneers, LLP Prior To Bidding - No Exceptions!!*****
- **The Cost And Removal Of Each Building Is The Sole Responsibility Of The Buyer, And Should Be Obtained Prior To Bidding On Our Online Auction Site. Please Contact A Structural Mover In Your Area. Note That The Structural Mover Is Required To Meet The Minimum Insurance Requirements By Alief ISD And Must Contact Alief ISD For Requirement Information.****

Note: Buyer has 30 days to remove due to permits needed for move. This may take longer due to circumstances.

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26

Cummins Industrial Back Up Generator



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27

Cummins Industrial Back Up Generator (Cont.)

- **This Auction Requires Additional Registration For Bidding. Must Agree To Auction Terms & Conditions. Please Call Lemons Auctioneers At (281)357-4977 To Be Approved For Bidding Once Auction Registration Is Complete.**

Note: Buyer Solely Responsible For Removal. Special Lifting & Hauling Equipment May Be Required.

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28

Online Auction Operation and Management

1. Licensed Auctioneers-Members of TAA, NAA, & CAI
2. Seller Consultation and Training
3. Title Work
4. Advertisement (Newspapers)
5. General Marketing
6. Mass Emailing & Text Messaging Notifications
7. Customer Service 24/7
8. Web Marketing
9. Auction Zip
10. Global Auction Guide
11. Google Analytics-Google Ad Words, Google Ads, Dynamic Search Ads
12. Search Engine Optimization-Blogs, Keywords
13. Social Media Marketing-Facebook, Twitter, Craigslist, You Tube
14. Handle all payments
15. Collects all Sales Tax
16. Bilingual Staff Member
17. Communicate with buyers and sellers concerning payments and removal.
18. Extensive Reporting



29

Online Auction Completion

Auction Items will conclude within .30 sec, 2, and 5 minute increments.
General starting time 10:00am. and general auction completion time 2:00pm.

Example: Lot #1 (10:00am), Lot #2 (10:02am)

*Online auction proceeds will be collected by auctioneer within two days from the online auction completion.

*Extensive Reporting of the auction results will be sent to seller approximately two hours after the online auction has been completed by email or fax to appointed contacts.

*Seller will receive paid receipts for all clientele once winning purchases are paid in full.

*The proceeds of the online auction shall be delivered to Seller in due course and not later than 15 working days following the sale date.



30

Removal

Removal Date: Time Schedule
(Preferably three to five days after the completion of the online auction.)
*Seller Must Provide Scheduled Times for Removal.



31



Thank You!

Presenter: Jackie Lemons-Shillingburg
Email: Jackie@lemonsauctioneers.com
Co-Owner/Operations Manager
Lemons Auctioneers, LLP & Online Pros
www.lemonsauctioneers.com www.onlinepros.com



32

INSTRUCTIONS FOR TITLES

2019

Please find attached samples of where to sign the front/back of the titles.

EXAMPLE TITLES –

*Page 1 of Attachment: This is a sample of the front of a large title. On the original title, please sign your name on the “Signature of Owner or Agent.” **PLEASE SIGN IN BLUE OR BLACK INK ONLY.***

*Page 2 of Attachment: This is a sample of the back of a large title. On the original title, please sign & Print your name on the “Signature of Seller/Agent” & “Printed Name.” **PLEASE DO NOT DATE ---- SIGN IN BLUE OR BLACK INK ONLY.***

*Page 3 of Attachment: This is a sample of the front of a small title. On the original title, please sign your name on the “Signature of Owner or Agent.” **PLEASE SIGN IN BLUE OR BLACK INK ONLY.***

*Page 4 of Attachment: This is a sample of the back of a small title. On the original title, please print the Title Owner name in the “Signature” line and Sign your name in the “Seller By.” **PLEASE DO NOT DATE ---- SIGN IN BLUE OR BLACK INK ONLY.***

**Please overnight all titles to me at this address using FedEx or UPS (NOT USPS),
signature required:
Lemons Auctioneers, LLP
18810 Juergen Rd.
Tomball, Texas 77377**

If you have any questions, please let me know.

YOU MUST SHOW PROOF OF FINANCIAL RESPONSIBILITY WHEN YOU RENEW A VEHICLE REGISTRATION, DRIVER'S LICENSE, OR HAVE A VEHICLE INSPECTED

ALIEF ISD
PO BOX 68
ALIEF,

TX 77411

220

↓ DETACH HERE ↓

TEXAS CERTIFICATE OF TITLE

ORIGINAL

VEHICLE IDENTIFICATION NUMBER
1GBG7T1PXPJ100171

YEAR MODEL
1993

MAKE OF VEHICLE
BLUB

BODY STYLE
BU

TITLE NUMBER
29107934619124734

DATE TITLE ISSUED
10/14/94

MODEL
12000

MFG. CAPACITY IN TONS
665904

WEIGHT
665904

LICENSE NUMBER
665904

PREVIOUS OWNER
BRIDGES-HEMPHILL ENT INC DENTON TX

ODOMETER READING
EXEMPT

OWNER
ALIEF ISD
PO BOX 68
ALIEF, TX 77411

REMARKS
EXEMPT

Lydia E. Strong
SIGNATURE OF OWNER OR AGENT MUST BE IN INK

Sign Here

UNLESS OTHERWISE AUTHORIZED BY LAW, IT IS A VIOLATION OF STATE LAW TO SIGN THE NAME OF ANOTHER PERSON ON A CERTIFICATE OF TITLE OR OTHERWISE GIVE FALSE INFORMATION ON A CERTIFICATE OF TITLE.

DATE OF LIEN NONE	1ST LIENHOLDER	1ST LIEN RELEASED _____ DATE _____
		BY _____ AUTHORIZED AGENT _____
DATE OF LIEN	2ND LIENHOLDER	2ND LIEN RELEASED _____ DATE _____
		BY _____ AUTHORIZED AGENT _____
DATE OF LIEN	3RD LIENHOLDER	3RD LIEN RELEASED _____ DATE _____
		BY _____ AUTHORIZED AGENT _____

IT IS HEREBY CERTIFIED THAT ACCORDING TO THE RECORDS OF THE TEXAS DEPARTMENT OF TRANSPORTATION, THE PERSON HEREIN NAMED IS THE OWNER OF THE VEHICLE DESCRIBED ABOVE WHICH IS SUBJECT TO THE ABOVE LIEN(S). AS SHOWN DO NOT ACCEPT TITLE SHOWING ERASURE, ALTERATION, OR MUTILATION.



WHEN VEHICLE IS SOLD, TITLE HOLDER MUST ASSIGN AND FURNISH THIS TITLE, CURRENT LICENSE RECEIPT, AND SALES TAX AFFIDAVIT TO THE PURCHASER WHO MUST FILE APPLICATION WITH COUNTY TAX ASSESSOR-COLLECTOR WITHIN 20 WORKING DAYS TO AVOID \$10 PENALTY.

FEDERAL AND STATE LAW REQUIRES THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.

ASSIGNMENT OF TITLE

The undersigned hereby certifies that the vehicle described in this title is free and clear of all liens, except as noted herein, and has been transferred to the following printed name and address:

Name of Purchaser: _____ Street _____ City _____ State _____ Zip _____

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:

ODOMETER READING (No Tenths) _____ 1. The mileage stated is in excess of its mechanical limits.
 2. The odometer reading is not the actual mileage. WARNING-ODOMETER DISCREPANCY.

Do Not Date *[Signature]* **Sign Here** *[Signature]* **Print Here**

I am aware of the above odometer certification made by _____

Signature of Buyer/Agent _____ Printed Name (same as signature) _____

FIRST REASSIGNMENT DEALER ONLY

The undersigned hereby certifies that the vehicle described in this title is free and clear of all liens, except as noted herein, and has been transferred to the following printed name and address:

Name of Purchaser: _____ Street _____ City _____ State _____ Zip _____

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:

ODOMETER READING (No Tenths) _____ 1. The mileage stated is in excess of its mechanical limits.
 2. The odometer reading is not the actual mileage. WARNING-ODOMETER DISCREPANCY.

Date of Sale _____ Dealer's Name _____ Dealer No. _____

Agent's Signature _____ Printed Name (same as signature) _____

I am aware of the above odometer certification made by the seller/agent.

Signature of Buyer/Agent _____ Printed Name (same as signature) _____

SECOND REASSIGNMENT DEALER ONLY

The undersigned hereby certifies that the vehicle described in this title is free and clear of all liens, except as noted herein, and has been transferred to the following printed name and address:

Name of Purchaser: _____ Street _____ City _____ State _____ Zip _____

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:

ODOMETER READING (No Tenths) _____ 1. The mileage stated is in excess of its mechanical limits.
 2. The odometer reading is not the actual mileage. WARNING-ODOMETER DISCREPANCY.

Date of Sale _____ Dealer's Name _____ Dealer No. _____

Agent's Signature _____ Printed Name (same as signature) _____

I am aware of the above odometer certification made by the seller/agent.

Signature of Buyer/Agent _____ Printed Name (same as signature) _____

THIRD REASSIGNMENT DEALER ONLY

The undersigned hereby certifies that the vehicle described in this title is free and clear of all liens, except as noted herein, and has been transferred to the following printed name and address:

Name of Purchaser: _____ Street _____ City _____ State _____ Zip _____

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:

ODOMETER READING (No Tenths) _____ 1. The mileage stated is in excess of its mechanical limits.
 2. The odometer reading is not the actual mileage. WARNING-ODOMETER DISCREPANCY.

Date of Sale _____ Dealer's Name _____ Dealer No. _____

Agent's Signature _____ Printed Name (same as signature) _____

I am aware of the above odometer certification made by the seller/agent.

Signature of Buyer/Agent _____ Printed Name (same as signature) _____

LIEN

LIENHOLDER TO BE RECORDED AND SHOWN ON NEW TITLE

1ST LIEN IN FAVOR OF (NAME & ADDRESS) _____

STATE OF

TEXAS CERTIFICATE OF TITLE

TO A MOTOR VEHICLE

000700

DO NOT ACCEPT TITLE SHOWING ERASURE ALTERATION OR MUTILATION

THE STATE DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION CERTIFIES THAT THE APPLICANT HEREIN NAMED HAS BEEN DULY REGISTERED IN THE OFFICE OF THE DEPARTMENT AS THE LAWFUL OWNER OF THE MOTOR VEHICLE DESCRIBED BELOW

ODOMETER READING

MOTOR OR VEHICLE IDENTIFICATION NUMBER

TITLE NUMBER

INTL

1HVLNHGLOGHA37605

EXEMPT

11800385

1986 SCHOOL BUS

495178

DEPARTMENTAL USE ONLY

5013493

DATE TITLE ISSUED

04/22/86

PREVIOUS OWNER

CONWELL SMITH SALES CO AUSTIN TX

ORIGINAL

Property of
Ft. Sam Houston ISD



1573

NONE

FORT SAM HOUSTON IND SCHOOL DISTRICT
1902 WINANS RD
SAN ANTONIO, TEX 78234

This Title must be signed in ink upon receipt

John Phelan for Fort Sam Houston ISD

SIGNATURE OF OWNER OR AGENT

Sign Here

VEHICLE RELEASED

DATE

AUTHORIZED AGENT

DATE OF LIEH

NAME AND ADDRESS OF END LIEN HOLDER

END LIEN RELEASED

DATE

AUTHORIZED AGENT

M. G. GOODE, ENGINEER DIRECTOR

R. W. Townsley

R. W. TOWNSLEY, DIRECTOR DIVISION OF MOTOR VEHICLES

The applicant has affirmed under oath to be the owner of the above described motor vehicle, subject to the herein described lien and encumbrances and no others, and to appear upon the official records of the Department that at the date of the issuance of this certificate, said motor vehicle is subject to the liens hereinbefore enumerated.

47835918

WHEN VEHICLE SOLD
TITLE HOLDER MUST ASSIGN AND FURNISH THIS TITLE, CURRENT LICENSE RECEIPT AND SALES TAX AFFIDAVIT TO PURCHASER WHO MUST FILE APPLICATION WITH COUNTY TAX COLLECTOR WITHIN 20 WORKING DAYS TO AVOID \$10.00 PENALTY.

TITLE ASSIGNMENT

The ownership of this vehicle is hereby assigned to:

NAME OF PURCHASER _____

ADDRESS _____

CITY & STATE _____

State regulations require you to state the odometer mileage upon transfer of ownership (Article 6687-1, Sec. 33, V.C.S.).

I (we) certify to the best of my (our) knowledge that the odometer reading is

Odometer Reading	Tenths
	

and reflects the actual mileage of the vehicle described herein or (check if applicable):

- 1. The amount of mileage stated is in excess of 99,999 miles; or
- 2. The odometer reading is not the actual mileage.

Notary Seal

I (we) am (are) the owner(s) of this vehicle and I (we) hereby warrant the title to be free of all liens, except such as are shown on the face of this certificate or are fully described in an affidavit attached hereto.

Signature

Sam Houston, J.D.

Seller

By

Jade R...

Sign Here

Print Here

Subscribed and sworn to before me this _____ day of _____, 19____

Notary Public

County, Texas

TITLE REASSIGNMENT BY DEALER

The ownership of this vehicle is hereby assigned to:

NAME OF PURCHASER _____

ADDRESS _____

CITY & STATE _____

State regulations require you to state the odometer mileage upon transfer of ownership (Article 6687-1, Sec. 33, V.C.S.).

I (we) certify to the best of my (our) knowledge that the odometer reading is

Odometer Reading	Tenths
	

and reflects the actual mileage of the vehicle described herein or (check if applicable):

- 1. The amount of mileage stated is in excess of 99,999 miles; or
- 2. The odometer reading is not the actual mileage.

I (we) am (are) the owner(s) of this vehicle and I (we) hereby warrant the title to be free of all liens, except such as are shown on the face of this certificate or are fully described in an affidavit attached hereto.

DEALER NO. _____

Dealer's Firm Name _____

Notary Seal

By Authorized Agent _____

Subscribed and sworn to before me this _____ day of _____, 19____

Notary Public

County, Texas



FINANCIAL CONDITION

As June 25, 2019

Economic Conditions:

U.S. GDP growth will slow to 2.1% in 2019 from 3% in 2018. It will be 2% in 2020 and 1.8% in 2021. That's according to the most recent forecast released at the Federal Open Market Committee meeting on June 19, 2019. The projected slowdown in 2019 and beyond is a side effect of the trade war, a key component of Trump's economic policies. (www.thebalance.com/us-economic-outlook)

Company Strategies:

Lemons Auctioneers & Online Pros has optimized growth due to market penetration, online expansion opportunities, growth through diversification, and by offering additional online auction services that are a "Step Above the Rest".

Financial Condition:

Lemons Auctioneers, LLC. & Online Pros. is a stable auction company and in good financial standing. Our company utilizes a method like the Dave Ramsey Method. Our location at 18810 Juergen Rd., Tomball, Texas 77377 is owned free and clear. We presently do not owe debt to a lending institution or banking institution. Our credit cards and expenses are paid off every month to assure complete accountability. Sellers monies are collected in an Escrow Account at Woodforest National Bank and immediately released upon completion or approved removal by Seller.

Affiliate Company's:

My Real Estate Expert, LLC. and Appraisal Analysis Team affiliates of Lemons Auctioneers, LLC & Online Pros are also in good financial standing.



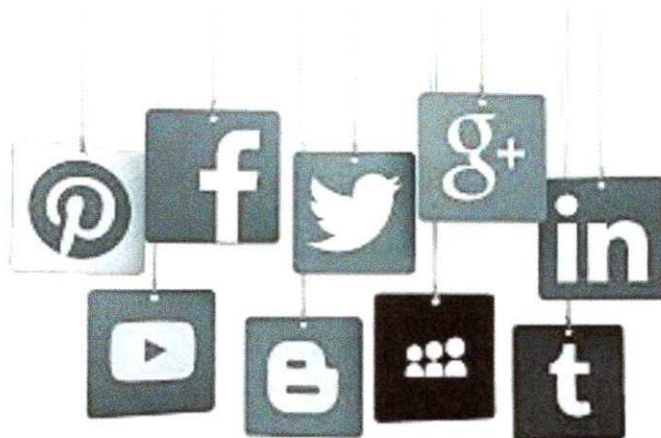
Performance Capability's

Marketing K.

Auctioneer Provides Marketing for All Auction on the Below Platforms

- Global Auction Guide – National Auction Advertisement Platform
- Facebook – All Facebook Ads are Boosted with a Paid ad Free to the customer, we specifically target audience to see this ad that have certain interest per that auction
- Twitter – Post Videos, Items Etc for the auction to get Website visit
- Instagram – Post Featured Items from the Auction
- YouTube – Provide Videos of working items
- Google – Run Ads to Drive our presence on Google Higher in Search
- Email Newsletters and Advertisement – Weekly Newsletter to Customers
- Craigslist – Advertise in the Area the Auction is Taking Place

Please See Attached Marketing Samples





College of the Mainland - Missouri City, Texas

Auction in Missouri City Texas, United States

Tuesday at TBA@else12:11 AM - 25th June , 2019

AUCTION ITEMS FOR SALE

College of the Mainland - Missouri City, Texas

IMPORTANT NOTICE: All purchases will be subject to a 13% buyer's premium.

All Preview Dates/Times & Removal Dates/Times Are Firm - No Exceptions.

Preview: (No Appointment Necessary) Monday, June 24, 2019 (Hours Of Operation: 9:00 a.m. - 2:00 p.m.)

Location: Building #1519 - Road Runner Moving & Storage, 14039 S. Gessner Rd., Missouri City, Tx 77489 [Driving Directions](#)

Located in the back of the parking lot at location

Removal: (No Appointment Necessary)

Wednesday, June 26, 2019/Thursday, June 27, 2019/Friday, Jun 28, 2019(Hours Of Operation: 9:00 a.m. - 2:00 p.m.)

Preview & Removal Contact: Sonja Blinka, Director Of Purchasing, (409) 933-8473 OR (409) 933-8474, email: sblinka@com.edu

There is no lifting equipment or manpower available. Buyer is solely responsible. All items not removed by 2:00 p.m. on Friday will be considered abandoned & ownership will revert back to seller - No Exceptions!

- [Bidding Now Open]
- **Closes: Tuesday, June 25, 2019**
- [Add to Calendar](#)
- [14039 S. Gessner Rd., Missouri City, TX 77035, US \(map\)](#)

Directions

[14039 S. Gessner Rd., Missouri City, TX 77035, US\(map\)](#)

Promote

Overview

All Ads





Audiences

Recent Ads on Lemons Auctioneers - Onlinepros

Ads activity is reported in the time zone of your ad account.

	<p>Event Responses College Of the Mainland Public Auction Promoted by Veronica Weaver on Jun 14, 2019 Active</p>	566 People Reached	4 Event Res
	<p>Event Responses San Antonio ISD Public Online Auction Promoted by Veronica Weaver on Jun 14, 2019 Completed</p>	2,513 People Reached	87 Event Res
	<p>Event Responses Lake Travis ISD Public Online Auction Promoted by Veronica Weaver on Jun 14, 2019 Completed</p>	1,185 People Reached	16 Event Res
	<p>Event Responses Alvin ISD Public Online Auction Promoted by Veronica Weaver on Jun 14, 2019 Completed</p>	2,175 People Reached	26 Event Res
	<p>Event Responses Aransas County ISD Public Online Auction Promoted by Veronica Weaver on Jun 14, 2019 Completed</p>	3,277 People Reached	58 Event Res
	<p>Event Responses Fort Bend County Public Online Auction Promoted by Veronica Weaver on Jun 14, 2019 Completed</p>	2,859 People Reached	42 Event Res
	<p>Event Responses Beaumont ISD Public Online Auction Promoted by Veronica Weaver on Jun 14, 2019 Completed</p>	2,755 People Reached	54 Event Res
	<p>Event Responses Katy ISD Online Public Auction Promoted by Veronica Weaver on Jun 6, 2019 Completed</p>	1,808 People Reached	49 Event Res

Pages

Overview		General Surplus Online Auction Promoted by Veronica Weaver on Jun 6, 2019 Completed	People Reached	Event Res
All Ads				
Audiences		Event Responses A/C Equipment & Misc Online Public auction Promoted by Veronica Weaver on Jun 6, 2019 Completed	936 People Reached	11 Event Res
		Event Responses Texana Center Vehicle Public Auction Promoted by Veronica Weaver on Jun 6, 2019 Completed	1,096 People Reached	23 Event Res
		Post Engagements 2016 Hino Mudjack 268 Truck, Runs With Low ... Promoted by Veronica Weaver on May 31, 2019 Completed	3,304 People Reached	137 Post Enga
			See More	

Show more details in [Ads Manager](#)

Search



Veronica

Home

Create

1

1

14

Event

Insights

Boost A

JUN 25 College Of the Mainland Public Auction Tomorrow at 10:00 AM

Event Performance

866

People Reached

+494 last 7 days

11

Responses

+6 last 7 days

Track Ticket

Let people ea event by inclu

Add Ticket I

Compare performance across all Lemons Auctioneers - Onlinepros's events.

Audience

People reached

Men 35-44

24% of people reached

San Antonio, Texas

48% of people reached

Recommended Actions

Chat (57)



LEMONS
Auctioneers, LLP

Tweets 5,637
Following 1,617
Followers 1,205
Lists 6
Moments 0

Edit profile

Lemons

@auctionpros

We are professional auctioneers that provide auctions, real estate and appraisals. We're into health and fitness, food, fishing, traveling, and entertainment.

Houston,Texas
onlinepros.com
Joined February 2011



Tweets Tweets & replies Media

Lemons @auctionpros · Apr 29
For Sale 2008 Mercury Mariner Hybrid SUV -online pros/100731 on 010 auction



Your Tweet activity

Your Tweets earned 3,054 impressions over the last 28 days

View your top Tweets

Who to follow · Fresh news in

- Liane Chammas** @lchammas
Follow
- Iowa Drug Card** @iowadrcard
Follow
- ウオーブルストリート家**
Follow

Find people you know
Import your contacts from your

⌂ 12 0 4

Search



onlinepros Edit Profile

107 posts 73 followers 27 following

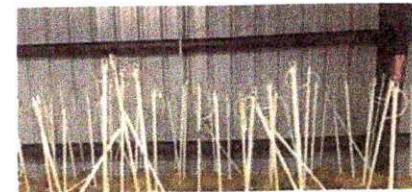
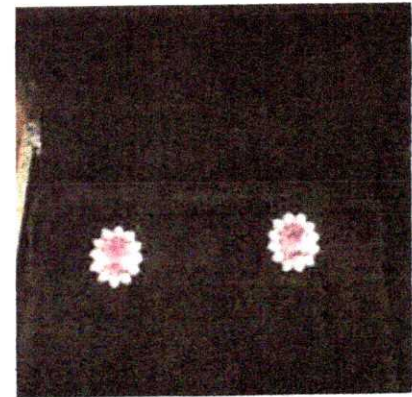
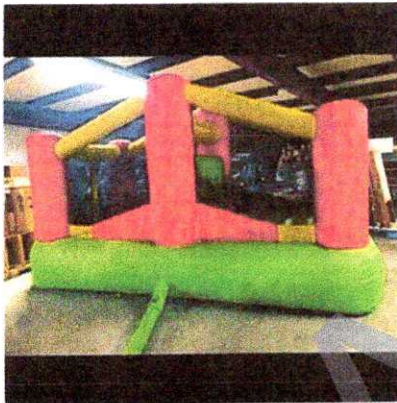
Onlinepros
A Division of Lemons Auctioneers LLC.
Online and Live Auction company.
www.onlinepros.com

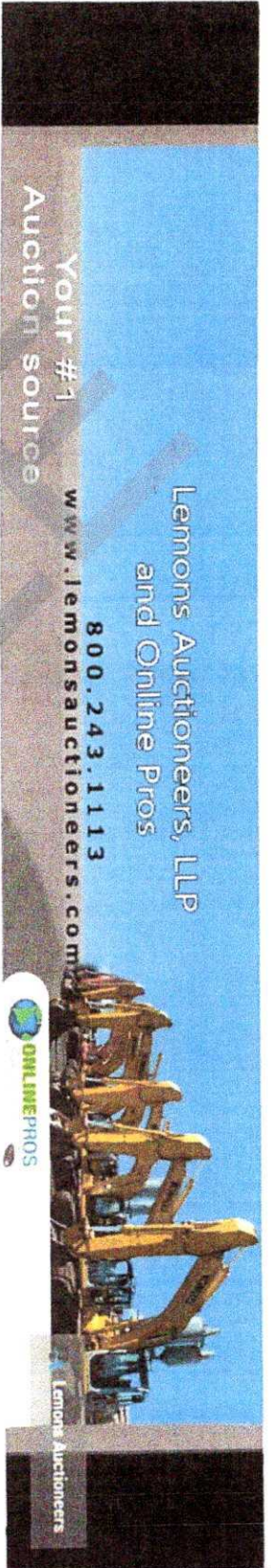
POSTS

IGTV

SAVED

TAGGED





lemonsauctioneers
91 subscribers

[CUSTOMIZE CHANNEL](#)

[YOUTUBE STUDIO \(BETA\)](#)

[HOME](#)

[VIDEOS](#)

[PLAYLISTS](#)

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[ABOUT](#)



Fort Bend County Live Auction Needville Texas
lemonsauctioneers • 2.2K views • 3 years ago
Live Auction Fort Bend County 9110 Long Street, Needville, TX 77461 Date Starts at Address
Categories Fort Bend County Public Live Auction - Needville, Texas

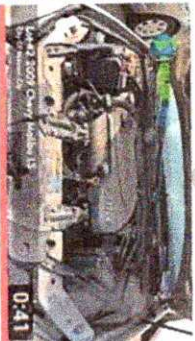
Uploads [▶](#) [PLAY ALL](#)



Panasonic High Definition Plasma TV
23 views • 1 week ago



City of Missouri City Lot#1 2009 Ford Crown Victoria
37 views • 3 weeks ago



City of Missouri City Lot#2 2009 Chevy Malibu LS
72 views • 3 weeks ago



City of Missouri City Lot#12 2014 Victory Motorcycle
98 views • 3 weeks ago

Baker Hughes [▶](#) [PLAY ALL](#)

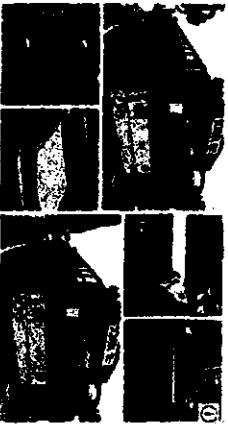
Preview

Share previews of your ad

Preview examples of your ad that were generated using a select set of the assets you provided. To share previews of your ad, use the link below.

https://adwords.google.com/aw_scm/ExternalPreview?HE... COPY LINK

Example of your image ad at 300x250



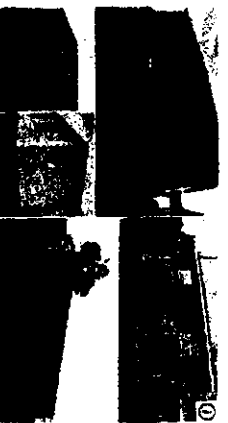
Example of your text ad at 300x250

Bid Today, Save Big Online

Onlinepros
Find Used Equipment, Furniture, Musical Instruments and More Online.

OPEN

Example of your native ad at 300x250



Used Tractors, Trucks, Boats, Equipment and More For Sale Online Here.

Onlinepros:

Visit Site >

Take Online Auctions

Your Number One Online Auction Source Find deals Today!
Onlinepros



CLOSE

Roni Weaver

From: Lemons Auctioneers, LLC <lemons@lemonsauctioneers.com>
Sent: Monday, June 24, 2019 10:34 AM
To: Roni Weaver
Subject: Onlinepros.com Newsletter



Whats Happening on Onlinepros?



College of the Mainland - Missouri City, Texas

Selling: Student & Office Furniture, Fume Hoods, & More

Closes: Tuesday, June 25, 2019



**Douglass
Independent
School District -
Douglass, Texas**

**Selling: School Buses &
More**

Closes: Wednesday, June 26, 2019



**Galena Park
Independent
School District -
Houston, Texas**

**Selling: Cafeteria
Equipment, Furniture, &
More - 13% B.P.**

Closes: Tuesday, July 2, 2019



**Kilgore
Independent
School District -
Kilgore, Texas**

**Selling: Ford Trucks -
13% B.P.**

Closes: Tuesday, July 2, 2019



Lockhart
Independent
School District -
Lockhart, Texas

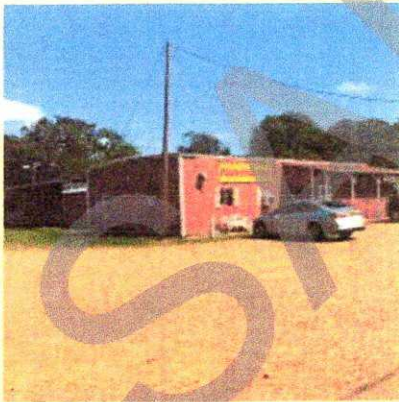
Selling: School Buses &
More - 10% B.P.

Closes: Wednesday, July 3, 2019

Real Estate For Sale



Commercial Properties For Sale



608 N. East St., Edna

BBQ Restaurant for Sale by Auction.
Live Auction Date: February 7th, 2019

Building Size: 1596 Sq/ft

Lot Size: .95 acres

Realtor/Auctioneer (TXL 17037):

Heather Kaspar

Phone: 979-421-0325

[Click here](#)



10159 Highway 321, Dayton

\$275,000

The property offers 1.384 acres per
Liberty CAD with an approx. 1200 sq.
ft. building in front of the property and
an approx. 900 sq. ft. building
towards the back of the property.

Lot Size: 1.38 acres
Realtor: Jackie Lemons-Shillingburg
Phone: 713-583-9999

[Click Here](#)

Residential Properties for Sale



37 Mollnar Dr, Palacios

This property is located in Cape Carancahua gated community. There are two pools, a play area, a community center, and multiple boat ramps to access the water in the community. For Sale By auction
Live Auction Date: February 23, 2019
Realtor/Auctioneer (TXL 17037):
Heather Kaspar:
Phone: 979-421-0325

[Click Here](#)



Lemons Auctioneers, LLC. | 18810 Juergen Road, Tomball, TX 77377

[Unsubscribe {recipient's email}](#)

[About our service provider](#)

Sent by lemons@lemonsauctioneers.com in collaboration with

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CL san marcos > heavy equipment - by owner >

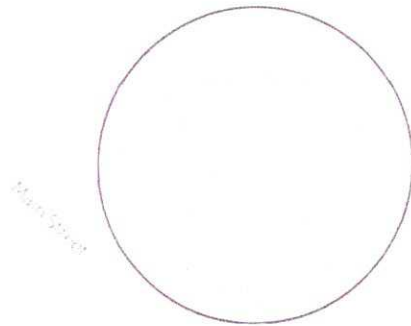
[logged in as roniw@lemonsauctioneers.com] [[log out](#)]

This posting has expired from craigslist. [\[?\]](#)

Repost this Posting You will have the opportunity to make changes before it is made live. [\[learn more\]](#)

CL

Tanker Tralers, Dump Trucks, Dozers & More - \$1 (Needville)



make / manufacturer: **Caterpillar**

model name / number: **Dozen**

Public Live Auctions, Fort Bend County

Location: 9110 Long Street, Needville, TX 77461

Selling: Dozers, Tankers, Batwing Mowers, Dump Trucks, f150, f250, Dodge Vehicles, Public Transportation vehicles & more

Auction Date: Saturday, October 27, 2018, Auction Time 10am

Preview: Friday, October 26, 2018 (Hours Of Operation: 10:00 a.m. - 3:00 p.m.)

Saturday, October 27, 2018 (Hours Of Operation: 8:00 a.m. - Until Sale Time)

For More Information: Onlinepros.com or <https://auctions.onlinepros.com/servlet/Search.do?auctionId=1360>

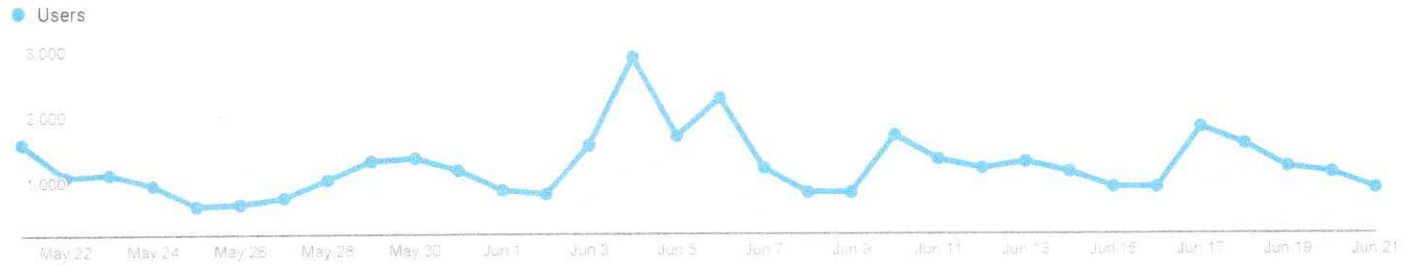
Audience Overview

Average hits per day in a 30 day time frame? Approx. 1,578 per day.

May 21, 2019 - Jun 21, 2019

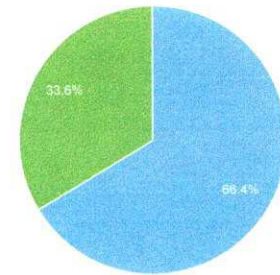
All Users
100.00% Users

Overview



<p>Users</p> <p>17,621</p>	<p>New Users</p> <p>13,834</p>	<p>Sessions</p> <p>45,372</p>
<p>Number of Sessions per User</p> <p>2.57</p>	<p>Pageviews</p> <p>364,002</p>	<p>Pages / Session</p> <p>8.02</p>
<p>Avg. Session Duration</p> <p>00:06:34</p>	<p>Bounce Rate</p> <p>22.45%</p>	

New Visitor Returning Visitor



Language	Users	% Users
1. en-us	16,889	95.61%
2. es-419	227	1.29%
3. es-xl	145	0.82%
4. es-us	124	0.70%
5. es-es	64	0.36%
6. en-gb	35	0.20%
7. es-mx	29	0.16%
8. es	19	0.11%
9. ar	18	0.10%
10. ru	10	0.06%

Lindsey Joiner

From: Lindsey Joiner
Sent: Thursday, June 20, 2019 9:05 AM
To: 'Melody Richers'; 'Megan Lawson'
Subject: Auction Link

Good Morning,

Below please find the link to the now live online auction for Kilgore ISD. Please let me know if there are any changes that need to be made to the auction page. Thank you!

<https://www.onlinepros.com/auctions/detail/kilgore-independent-school-district-kilgore-texas-bw39805>

Thank you,
Lindsey Gunderson
Operations Assistant
Lemons Auctioneers, LLC and Online Pros
18810 Juergen Rd.
Tomball, Texas 77377
WWW.ONLINEPROS.COM
Phone: (281)357-4977 and or (800)243-1113
Fax: (281) 357-4974



Please share your attachments and photos through [Sharefile](#).
[Click here](#) to upload files.

SAMPLE

Frequently Asked Questions

How Do I Register To Bid On An Online Auction?

All Auctions >
(<https://www.onlinepros.com/auctions/>)

How Do I Change My Password?

Do I Have To Give A Deposit To Bid?

Auction Categories >
(<https://www.onlinepros.com/auctions/auction-categories/>)

Do I Have To Give My Credit Or Debit Card Information To Bid Online?

Can I Bid On Multiple Auctions With Same Credit Card?

Auction Resources >
(<https://www.onlinepros.com/auctions/auction-resources/>)

Do You Only Sell Locally?

How Can I See A Listing of The Auction Items?

FAQs >
(<https://www.onlinepros.com/auctions/faqs/>)

How Do I Find General Information For An Auction?

Where Can I Find Out More About An Auction Item?

Past Auctions >
(<https://www.onlinepros.com/auctions/results/>)

What Do I Do If I Can't Get In Contact With a Seller Representative?

Can I Inspect And Preview Items Before I Register To Bid?

Why Do I Have To Pay Sales Tax?

Welcome to
Onlinepros.com

How Do I Become Tax Exempt?

Your #1 Online Auction
Source

How Does The Auto Extend Closing Feature Work?

I Cannot Find Any Record Of My Winning Bid. Where is my invoice?

Upcoming
Auctions

What is A Buyer's Premium?

How Many Days Do I Have To Pay For My Auction Items Won?

< >

How Do I Pay By Wire Transfer Or Direct Deposit?

Do I Receive A Discount For Paying Cash?

Are There Any Hidden Cost Or Credit Card Fees?

Why Was My Online Payment Declined?

I Bid On Items Previously and Haven't Paid Yet. Can I Bid Again?

How Do I Remove My Auction Items Won?

How Many Days Do I Have To Remove My Auction Items Won?

If I Have a Problem At Time Of Removal Concerning My Items Won. What Do I Do?

Why do I pay a \$20.00 Title Preparation Fee?

Who Has The Titles In Their Possession During The Auction Process?

How Do I Receive My Title for Vehicles, Buses, Trucks, & Trailers?

Why We Do Not Post VIN #'S For Vehicles?

I Missed Out on an Item

What Happens to Items That Do Not Sell?

College of the Mair
City, Texas

(/auctions/detail/college-of-
city-texas-bw39772)



**Performance Capability – K:
Provide Samples of Instructional Documentation
Sellers and Buyers**

See attached Performance Capability – I. Implementation Customer Plan



Renege Purchases and Tools Available To Minimize

-
1. All new online bidders' will be required to supply a credit or debit card to activate their account. The card provided will be preauthorized in the amount of \$100.00. The funds are only checked, and no actual transaction takes place, and nothing will appear on bidder's credit card statement. The card used will be held on file for future online payments.
 2. All new buyers are verified by phone within 24 hours from applying a deposit. We verify: Name, Address, Phone and E-Mail address.
 3. All buyers have two days after the auction has expired to pay for all purchased due. All accounts not paid in full by the stated deadline date for \$1,000.00 or less will be automatically charged through our payment gateway with the credit or debit card supplied by the Buyer. Bidders that do not pay for their purchases during the stated deadline may be permanently banned from future online auctions. If the buyer does not meet the payment deadline the online system will block the bidder from the functioning portion of the software until the items have been paid in full.

Lemons Auctioneers will strive to attain all items sold and paid for within a timely manner. Auctioneer will attempt to collect funds from buyers who have not met the payment deadline. If all options are exhausted Auctioneer will discuss with seller relisting options.

Categories

Agriculture
Air Compressors
Air/Electric Tools and Equipment
Airplanes, Helicopters, & Equipment
Ambulances
Appliances
Athletic Equipment & Accessories
Automotive & Truck Parts
Auto Shop Equipment
Automotive Testing Equipment
Automobiles
Boats & Other Water Craft
Boilers & Burner Equipment
Building Materials
Buses
Cafeteria Equipment and Furniture
Cap & Embroidery Manufacturing Equipment
Child's Furniture, & Misc.
Chillers
Classic & Antique Cars
Communication Radios, Towers, & Equipment
Compactors, Containers, & Other Related
Equipment
Computer Equipment & Accessories
Construction Equipment
Cranes
Electrical & Electronic Equip. Components
Engines
Extruders
Fans & Heaters
Flooring & Other Related Equipment
Forklifts & Other Related Equipment
Generators
Greenhouses & Accessories
Heavy Construction Equipment & Implements
Household Furniture
Houses & Real Estate

Hydraulic Fittings & Valves
Industrial & Residential A/C Equipment
Industrial Manufacturing Equipment
Instrumentation
Janitorial Equipment & Supplies
Jewelry
Lawn Equipment
Light Construction Equipment
Medical & Dental Equipment
Metal & Wood Shop Equipment
Meters
Miscellaneous
Motors, Pumps, & Other Related Equipment
Musical Instruments
Oilfield Equipment
Oilfield Laboratory Electronic Equipment
Packaging Equipment
Paint Booth
Pickup Trucks
Piping Products
Plumbing Fixtures & Other Related
Equipment
Portable Buildings/Classrooms
Print Shop Equipment
Shelving
Sports & Recreational Vehicles & Equipment
Storage Containers
Student & Office Furniture
Student & Office Machines
Tanks
Tractors & Implements
Trailers
Training Equipment
Timber Equipment
Trucks
Unclaimed Storage Property
Vans

PERFORMANCE CAPABILITY



I. SUGGESTED ITEM EXCLUSIONS

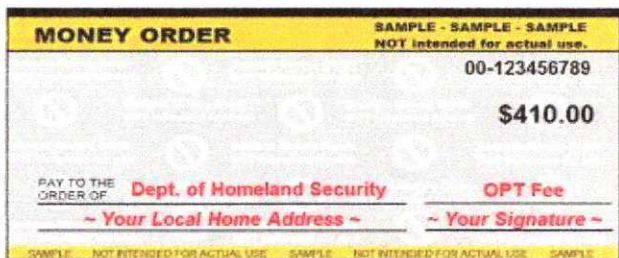
- 1. Guns and Ammo (Do not have a Federal Firearms License)**
- 2. Mattresses (Not Sanitized)**
- 3. Propane Tanks (must be sold to a licensed propane company)**
- 4. Used Paint**
- 5. Used Liquid Cleaning Products**
- 6. Freon (must be sold by a licensed A/C provider)**
- 7. Fuel Tanks (must be cleaned or emptied prior to auction)**
- 8. Used Oil**
- 9. Medical Equipment sold to the general public for life saving lives (recommend items should be sold to a licensed medical dealer)**



Performance Capability – Services

Payment Options Accepted:

- ❖ Visa
- ❖ MasterCard
- ❖ Cashier's Check
- ❖ Direct Deposit
- ❖ Wire Transfer
- ❖ Cash



TAB 4

QUALIFICATION AND EXPERIENCE

a. References



History

Lemons Auctioneers, LLC was founded in 2001 in Magnolia, Texas following its predecessor Del Lemons Co., Inc. an auctioneering firm that professionally set the standards in the live auction industry.

Lemons Auctioneers, LLC was established by Lori Campbell and Jackie Shillingburg with a vision of streamlining the live auction industry. Along with their many contributions, they conducted their first online only auction in 2001 and with great popularity it changed the future of their business operations.

The preceding company Del Lemons Co., Inc. conducted many auctions in the late 1960's and early 2000's. Their focus comprised business liquidations, oil industries, refineries, exploration companies, banking and lending institutions, Small Business Administration, Internal Revenue Service and many industry specific auctions.

Our Lemons Auctioneers auction teams are experts in the sale of heavy equipment, construction equipment, tractor trucks, specialty trailers, automobiles, diesel engines, valves, industrial and commercial air conditioning, pumps, restaurant equipment, automotive equipment, wood and metal shop equipment, oilfield laboratory equipment and electronics, Farm Equipment, Portable Buildings, and many specialized industries.

In 2005, the live auction team implemented the opportunity to bid by live interactive online (live webcast) auction. This allows the live and online bidders the opportunity to bid on the same items at the same time via the internet.

The live auction team in 2007 procured a portable self-contained cashiers' trailer for the comfort and ease of its registration and cashiers' staff. In 2010 they obtained a portable self-contained live auctioneers' trailer to further promote its auctioneers. The auctioneers enjoy the comfort of a climate-controlled environment while supported by a state-of-the-art sound system. In 2008 the owners became licensed realtors in the State of Texas and offered selling real estate by live or online auction.

Lemons Auctioneers a trademarked company in the US, Mexico, and Canada in 2009 reorganized its online site by launching a new division, Online Pros. Online Pros, a trademarked company in the U.S., Mexico, and Canada is a leading provider in the online auction industry conducting online only auctions twenty-four hours a day seven days a week for its increasing clientele. Online Pros is an online only company that consumers or businesses have the unique opportunity to purchase surplus assets from other learning institutions, governmental agencies, businesses & specialty industries. Online Pros is owned and operated by Lemons Auctioneers, LLC. Online Pros sells merchandise all over the nation and

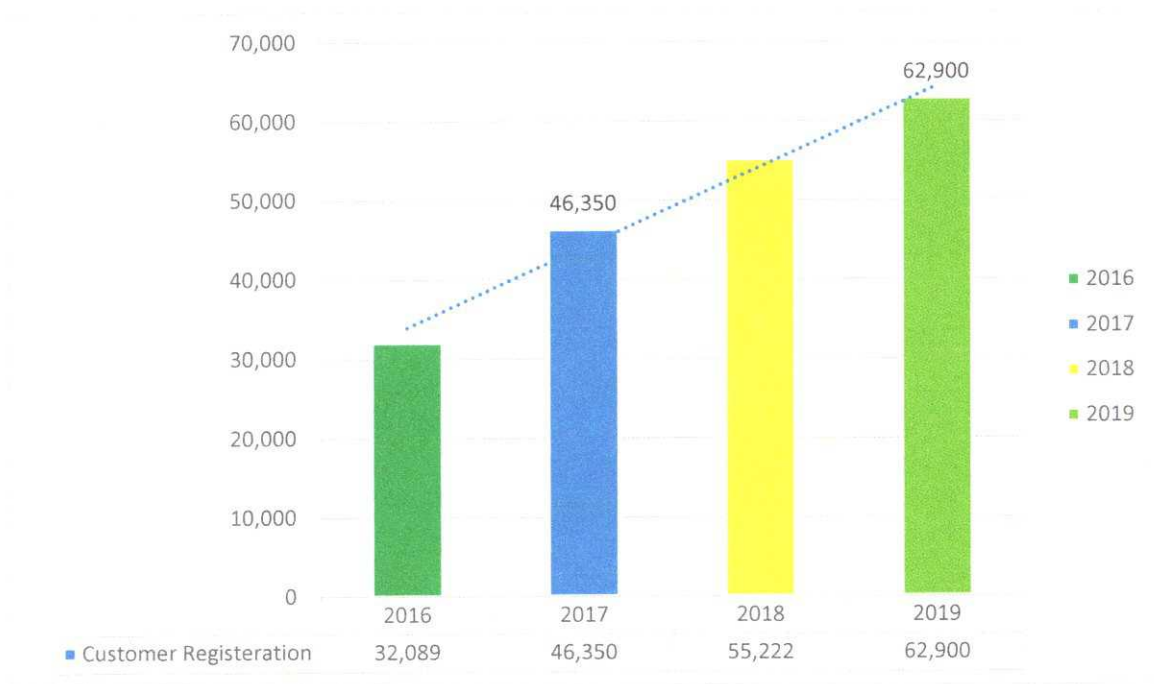
has buyers from all over the world. Lemons Auctioneers in 2013, purchased a three (3) acre fenced, safe and secure facility with a 4,000 square foot warehouse to offer additional services to its local clientele.

In 2018, Online Pros completed construction on a new state of the art online site. Improvements included exemplary reporting platform, bidding platform, seller management platform, Online Pros App available to use on any digital device for bidding, etc. In 2019, Lemons auctioneers has submitted permits to its local county to build an additional 5,000 warehouse to its present location in Tomball, Texas. The owners at Lemons Auctioneers, LLC and Online Pros contribute their continued growth and success to building professional positive business relationships with our clients, our dedicated and experienced staff, and by working together as a team to achieve one common goal: A successful auction!



Performance Capability – C: Qualification and Experience – B: Offeror’s reputation in the Marketplace

Currently there are 62,900 Approved Bidder’s Registered to Bid



Qualification and Experience

“C”

C. 1. Q: Describe Offeror’s reputation of products and services in the marketplace.

A: Our Company Lemons Auctioneers, LLC & Online Pros is a complete live and online auction company serving buyers and sellers. Our office is located in the friendly and growing city of Tomball, Texas, located 45 minutes north of Houston, TX. Our company was established in 2001, a woman owned and operated auction service. Our founding company, Del Lemons Co., Inc., established in 1969, served its clientele in a successful and professional manner for over 32 years. Lemons Auctioneers, LLC. is proud of its many accomplishments, experiences and opportunities, over the past 18 years. Our goal is to continue to offer our buyers and sellers the most innovative, creative, dynamic and successful online and live auction experience.

2. Q: Indicate the number of years offeror’s web-based online auction and/or live auction program has been in place and include the number of auctions posted on the offeror’s website in the last two (2) years.

A: Lemons Auctioneers, LLC & Online Pros web-based online auction and/or live auction program was established in 2001.

A: We have conducted approx. (600) six hundred auctions within the past two years.

3. Q: Indicate the number of auctions where the buyer defaulted on the purchase?

A: We have had 50 clients default out of purchases, but all items were resold without a commission charged to the client.



QUALIFICATIONS & EXPERIENCE

EMPLOYEE PROFILE

Lori Lemons-Campbell, CAI, PRI

Management — Co-Owner, President, Auctioneer, Broker, GPPA

lori@lemonsauctioneers.com

TDLR #7341, TREC #0582311 (Ready to Fulfill Contract Duties)

Lori is co-owner and serves as General Manager in the daily operation of Lemons Auctioneers & Online Pros, a successful and flourishing Live and Online Auction Company located in Tomball, Texas. She manages account payables & accounts receivables, contracts, HR, assist with live & online auction logistical functions & marketing, personal property appraisals, commercial, land and residential real estate. Lori holds a Texas Auctioneers License and a Texas Real Estate Broker's license. She has been with Lemons Auctioneers since the formation of the partnership. Lori's experience includes the liquidation of assets for major oil companies, exploration companies, business liquidations, banking and lending institutions, small business administration, geophysical companies, Internal Revenue Service, manufacturing companies, cities, counties, learning institutions, real estate and many specialized industries. Lori is the past President of the Texas Auctioneers Association and has served as a Board of Director from 2008 to 2016.

Jacquelyn "Jackie" Lemons-Shillingburg, CAI, PRI, AMM

Co-Owner, Vice President - Auctioneer- Ringman -Realtor

jackie@lemonsauctioneers.com

TDLR #12437, TREC #0582737 (Ready to Fulfill Contract Duties)

Jackie is the Co-Owner and Operations Manager of Lemons Auctioneers, LLP and Online Pros. She is a 2nd generation auctioneer and has been working within the auction industry since 1991. She specializes in conducting live and online auctions for Business Liquidation, Real Estate, Educational Institutions, Cities, Counties, Oil Companies, and for the Commercial and Industrial Industry. Jackie is the founder of Onlinepros.com that made its debut in April 2001. She is currently attending the Lone Star College University Park College System. She is working towards a Bachelor's Degree in Business Administration. Jackie currently holds a Texas Auctioneers license and Texas Real Estate license. She has served as a Board of Director of the Texas Auctioneers Association since 2011, and is an Ambassador for Texas through the National Auctioneers Association.

James O Lawlis

Staff - Lead Auctioneer, Appraiser

lemons@lemonsauctioneers.com

TDLR#7555 (Ready to Fulfill Contract Duties)

James has been a mentor, advisor, and an attribute to the Lemons Auctioneers Team. He has been in the auction industry since 1958. He has conducted Business Liquidations, numerous Auto Auctions Nationally, Small Business Administration (SBA), Bankruptcy Court, Major Oil Companies, Real Estate, Cities, Counties, Lending Institutions, Banks, and Specialty Industries. James is highly qualified in the sale of heavy equipment, heavy duty trucks, autos, manufactured homes, machine shops, automotive shops, hotels, oilfield fabrication and equipment, and many specialized fields. He has over 35 years' experience in the sale of salvage and run and drive vehicles and has prior experience of owning his & operating his own auto auctions. James graduated from Houston Independent School District and

attended Sam Houston State Teachers College and South Texas Law School. James is the son of J.O. Lawlis & Associates a thriving auction company from 1952 to 1977.

Jeanette Combs
Staff – AP/AR & HR Manager

jeanettec@lemonsauctioneers.com or jeanettec@onlinepros.com

Jeanette Combs is the AP/AR Manager for Lemons Auctioneers, LLC. and Online Pros. She manages accounts payable, accounts receivable, human resources and compliance, vehicle titles and is the head cashier for live auctions. Jeanette is a key member of Lemons Auctioneers, LLC and Online Pros, with a solid background in bookkeeping and general accounting. She is a QuickBooks Certified Pro Advisor. Jeanette is from Cypress, Texas and is working toward her BA in Accounting from South University. Jeanette started with Lemons Auctioneers, LLP and Online Pros in May 2017. She is happily married with two teenage boys and enjoys traveling, volunteering and spending time with her family & friends.

Angela Hernandez

Staff – Customer Service Manager/Bilingual Support

angelah@lemonsauctioneers.com (Ready to Fulfill Contract Duties)

Angela has worked as Customer Service Manager/Bilingual Support for Lemons Auctioneers, LLP and Online Pros since 2010. Her responsibilities for the auction team include, customer service, answering incoming calls: providing general information regarding company's functions and responds to routine inquiries from customers, sellers and the public. She helps customers & sellers with their needs: from taking payments, to preparing the closing of an auction, bilingual support & much more, she is committed on helping customers and sellers get the appropriate level of satisfaction.

Lindsey Joiner-Gunderson

Staff – IT Specialist, Customer Care

lindseyj@lemonsauctioneers.com (Ready to Fulfill Contract Duties)

Lindsey is the IT Specialist for Lemons Auctioneers, LLP and Online Pros. Her responsibilities include direct communication with buyers and sellers, customer service, gathering, creating, organizing, and uploading seller's information for online and live interactive auctions. She assists with online payments and user training. Lindsey has an AS degree from Brazos port College in Lake Jackson.

Veronica “Roni” Weaver

Staff – Executive Assistant, Marketing Specialist, Realtor

roniw@lemonsauctioneers.com (Ready to Fulfill Contract Duties)

Roni serves as an Executive Assistant for Lemons Auctioneers, LLP. and Online Pros and is also a Real Estate Agent for My Real Estate Expert, LLC. an affiliate of Lemons Auctioneers. Her duties include Direct Marketing via Social Media, Print Media, Web Marketing Videos, Asset Tracking, Customer Service, Assist Online Auction Assistant, Direct Customer Service, Seller Communications, and Real Estate. Roni graduated with an AAS from LoneStar College Montgomery, she is a graduate of Magnolia High School and has served as a trained and certified Dental Assistant for a respected Dental Office in Tomball, Texas. Roni is the daughter of Lori Lemons-Campbell and is very familiar with all facets of the live and online auction industry.



QUALIFICATIONS & EXPERIENCE

HISTORY AND PAST EXPERIENCE OF WORKING WITH THE GOVERNMENT SECTOR



Founder, Del Lemons, Lori and Jackie Lemons in 2011



Lori Lemons & Jackie Lemons, Del Lemons Co., Inc. TASBO Conference in Late 1990's



Patti, Lori, and Jackie Lemons at TML 2012, Lemons Auctioneers

Lemons Auctioneers, LLP was founded in 2001 in Magnolia, Texas following its predecessor Del Lemons Co., Inc. an auctioneering firm that professionally set the standards in the live auction industry.

Lemons Auctioneers, LLP. was established by Lori Campbell and Jackie Shillingburg with a vision of streamlining the live auction industry. Along with their many contributions, they conducted their first online only auction in 2001 and with great popularity it changed the future of their business operations.

The preceding company Del Lemons Co., Inc. conducted many auctions in the late 1960's and early 2000's. Their focus comprised business liquidations, learning institutions, cities, counties, oil industries, refineries, exploration companies, banking and lending institutions, Small Business Administration, Internal Revenue Service and many industry specific auctions.

Our Lemons Auctioneers auction teams are experts in the sale of heavy equipment, construction equipment, real estatetractor trucks, school buses, specialty trailers, automobiles, diesel engines, valves, industrial and commercial air conditioning, pumps, restaurant equipment, automotive equipment, wood and metal shop equipment, oilfield laboratory equipment and electronics, farm equipment, portable buildings, and many specialized industries.



Litigation, Bankruptcy or Reorganization Past or President

Lemons Auctioneers and Online Pros is proud to share that it has had no litigation, bankruptcy, or reorganization.

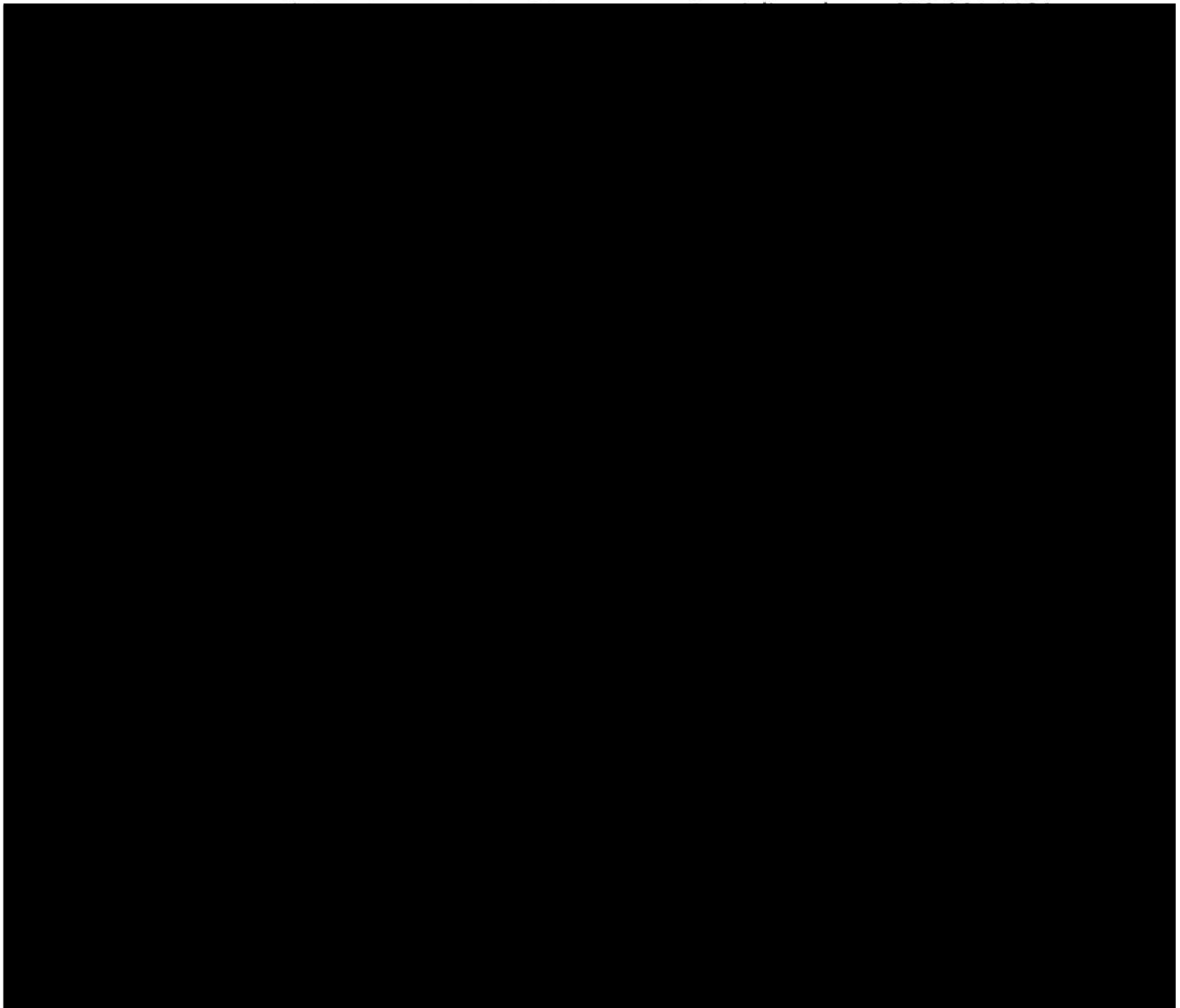
Lemons Auctioneers & Online Pros
18810 Juergen Rd., Tomball, Texas 77377
(800)243-1113 OR (281)357-4977

Qualifications and Experience

“C”

G. Provide a minimum of 5 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services, number of auctions conducted, and online auction dollar volume.

A.





LORI LEMONS-CAMPBELL

AUCTIONEER



LICENSE NUMBER 7341
EXPIRES 04/04/2020

TEXAS DEPARTMENT OF LICENSING AND REGULATION



Texas Real Estate Commission
P.O. Box 12188 Austin, Texas 78711-2188
Real Estate Broker License

Broker License# **9001183**

License Expires: **03/31/2020**

MY REAL ESTATE EXPERT LLC
18810 Juergen Road
TOMBALL, TX 77377

The Texas Real Estate Commission certifies that the above named broker has fulfilled all of the requirements of law and is authorized to transact real estate business in Texas.

Douglas E. Oldmix
Administrator



Texas Real Estate Commission
P.O. Box 12188 Austin, Texas 78711-2188
Real Estate Broker License

Broker License# **582311**

License Expires: **02/29/2020**

LORI LEE LEMONS-CAMPBELL
18810 JUERGEN ROAD
TOMBALL, TX 77377

The Texas Real Estate Commission certifies that the above named broker has fulfilled all of the requirements of law and is authorized to transact real estate business in Texas.

Douglas E. Oldmix
Administrator

STATE OF TEXAS

JACQUELYN ANN LEMONS-SHILLINGBURG

AUCTIONEER



LICENSE NUMBER 12437
EXPIRES 04/22/2020

TEXAS DEPARTMENT OF LICENSING AND REGULATION

TAB 5

VALUE ADD

VALUE ADD

“D”



Additional Value not noted in the RFP/Contract:

1. Liability Insurance
2. E & O Insurance
3. Workman's Company
4. Asset Tracking Team (Training)
5. Advertising Assistance
6. Auction Facility
7. Over 50 years of live & online auction experience
8. Real Estate Company affiliate
9. Appraisal Company affiliate
10. Nationally Recognized
11. Texas Auctioneers Association (TAA)/Lori Lemons-Campbell/Past President 2014/2015, Serve on the AUC PAC Legislation Committee
12. Texas Auctioneers Association (TAA)/Jackie Lemons-Shillingburg/President Elect 2020/2021
13. National Auctioneers Association (NAA), Jackie Lemons-Shillingburg, Ambassador. Both owners are very active in the NAA and graduates of Certified Auctioneers Institute (CAI), Attend NAA conferences annually and Online Auction Summits Bi-Annually.

LIVE PUBLIC AUCTION



FORT BEND COUNTY SURPLUS LIQUIDATION

SATURDAY • OCTOBER 27, 2018 • 10am



Lori Lemons-Campbell #7341



Jackie Lemons-Shillingburg #1243

INSPECTION AND REGISTRATION: Friday, October 26 • 10am to 3pm • Sale Day from 8am until sale begins



Se Habla Español

800.243.1113 OR 281.357.4977
PO Box 989 • Tomball, TX 77377

Live Auction Takes Place At
9110 LONG ST. • NEEDVILLE, TX 77461
See our website for complete details
www.lemonsauctioneers.com
www.fortbendcountyauction.com

¡Hola!



WE SPEAK SPANISH
“Se Habla Espanol”

**“Our Customers are
from all over the world”**

Lemons Auctioneers, LLC & Online Pros
18810 Juergen Rd., Tomball, Texas 77377
(800)243-1113 or (281)357-4977

TAB 6

Additional Required Documents (Appendix C)

- a. Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy (Appendix C, Doc #1)**
- b. Antitrust Certification Statement (Tex. Government Code 2155.005) (Appendix C, Doc. #2)**
- c. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295) (Appendix C, Doc #3)**
- d. Texas Government Code 2270 Verification Form (Appendix C, Doc #4)**
- e. Any additional agreements Offeror will require Participating Agencies to sign.**

Appendix C
ADDITIONAL REQUIRED DOCUMENTS

- DOC #1 Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy
- DOC #2 Antitrust Certification Statements (Tex. Government Code § 2155.005)
- DOC #3 Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)
- DOC #4 Texas Government Code 2270 Verification Form

ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC's OPEN RECORDS POLICY

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is 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.

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

- We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.
- We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confident and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

6/25/19
Date

 President
Authorized Signature & Title



PROPRIETARY INFORMATION

Tab 3. Performance Capability

3.1 Response Omnia Partners

- D. Annual Sales for the three previous fiscal years. (Private Information)**
- K. Public Agency Sales for the previous Fiscal Year 2018 (Private Information) & Top 10 Public Agency Customers (Public Agency Private Information)**

Performance Capability

3.3 Marketing and Sales

- C. Sample Contract Tips/Taps (Public Agency Contract Transition to Omnia Partners) Reason: Contract of other cooperative is private information**

Performance Capability

3.3 Marketing and Sales

- M. Example National IPA Contract Sales Monthly Report (Private Information)**

Tab 4. Qualification and Experience

- C. Minimum of 5 Customer References (Private Information of Auction Company & Seller)**

Tab 7. Response Omnia Partners

- D. Annual Sales for the three previous fiscal years. (Private Information)**
- K. Public Agency Sales for the previous Fiscal Year 2018 (Private Information) & Top 10 Public Agency Customers (Public Agency Private Information)**

Thank you,

**Lori Campbell
President**

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

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 proposal, 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 proposal, 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 proposal 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

Lemons Auctioneers, LLC &

Online Pros

Address

18810 Juergen Rd.

Tomball, Texas 77377

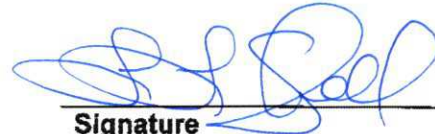
Phone

800-243-1113 or 281-357-4977

Fax

281-357-4974

Contact



Signature

Lori Lemons-Campbell

Printed Name

Co-Owner/President

Position with Company

**Official
Authorizing
Proposal**



Signature

Lori Lemons-Campbell

Printed Name

Co-Owner/President

Position with Company

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Last Revision: February 16, 2016

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Lemons Auctioneers, LLC
Tomball, TX United States

Certificate Number:
2019-507464

Date Filed:
06/19/2019

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Omnia Partners/Region 4

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Solicitation 19-06
Auctioneer Services and Related Products

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

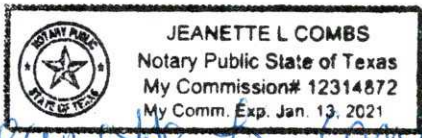
6 UNSWORN DECLARATION

My name is Coli Lemons-Campbell, and my date of birth is 5/3/1962.

My address is 18810 Juergen Rd, Tomball, TX, 77377, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas, on the 20th day of June, 20 19.
(month) (year)



[Signature]
Signature of authorized agent of contracting business entity (Declarant)

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Lori Lemons-Campbell, as an authorized representative of Lemons Auctioneers, LLC & Online Pros, a contractor engaged by


Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.


Signature of Named Authorized Company Representative

6/25/2019
Date

**OMNIA PARTNERS/REGION 4
ONLINE AUCTION CONTRACT #1
SELLER CONDUCTS ASSET TRACKING**

This Online Auction Contract (the "Contract") is made and entered into this ___ day of (month) (year) and will conclude on the ___ day of (month) (year), between (Seller Name), (State) (the "Seller") and Lemons Auctioneers, LLC and Online Pros, (the "Auctioneer").

WITNESSETH:

Seller hereby employs Auctioneer to sell the surplus assets designated by Seller at an online auction at Seller's appointed auction locations.

AUCTIONEER AGREES TO SELL SURPLUS ASSETS DESIGNATED BY SELLER (THE MERCHANDISE") UPON THE TERMS AND CONDITIONS SET FORTH BELOW:

1. The merchandise shall be sold online on an appointed day, date, and time, and shall be available for preview on an appointed day, date, and time and place. All merchandise shall be sold "AS IS" and "WHERE IS" to the highest bidder, and without warranty except for warranty of title to the merchandise, and shall be auctioned **WITHOUT MINIMUMS, RESERVES, OR CONFIRMATIONS**, unless otherwise agreed to in writing by Seller and Auctioneer. Seller warrants and represents to Auctioneer that Seller has good title to the merchandise and that all such merchandise is free of any liens, claims or encumbrances.
2. The Seller agrees to grant Auctioneer the exclusive right to market and sell the merchandise appointed for auction by Seller. The Seller may add additional merchandise to each auction at any time. Accordingly, the property cannot be withdrawn from the sale by the Seller for any reason without the consent of the Auctioneer in writing or by email. The Seller may not attempt to sell, transfer, destroy, or alter the merchandise during the auction process.
3. Seller shall pay Auctioneer an Omnia Partners/Region 4 auction sales discount fee equal to nine percent (9%) of the gross proceeds of the sale of all merchandise. Auctioneer will charge Seller a \$1.00 per lot technology fee per each auction. Auctioneer will charge the buyer a buyer's premium equal to fourteen percent (14%) of the gross purchase price of each item purchased by such buyer.
4. Auctioneer agrees to promote the sale of the merchandise by mass e-mail, web analytics, auction zip, and multiple promotional internet websites or use of personal contacts. The type of promotion to be used shall be determined by Auctioneer in its sole discretion. All newspaper advertising shall be discussed between Seller and Auctioneer before any such placement at Sellers expense. Auctioneer will place an ad in the local newspaper not to exceed \$300.00 at Sellers discretion at least 10 days prior to the online auction closing. Auctioneer shall also place Seller's listing on Auctioneer's Website at www.lemonsauctioneers.com or www.onlinepros.com.
5. Seller shall be responsible for placing all merchandise in the assigned auction areas. Seller shall supply experienced staff to conduct asset tracking and take digital photographs of all

merchandise prior to the date of the online auction, conduct online auction services, and supervise with all auction removal.

6. Auctioneer may, at its discretion, display photos or descriptions of the merchandise on a third-party website to market and sell the merchandise. Auctioneer will watermark all photos placed on the internet for marketing purposes to defer fraudulent misuse of photographs.

7. Seller assumes all risk of loss. Auctioneer shall not be responsible, under any circumstances, for any loss, theft, or damage to the merchandise, either at its present location or at the appointed auction locations, whether before, during, or after said auction.

8. Seller shall provide Auctioneer with all information pertaining to the merchandise, but not be limited to a written description, current condition, use, salvage, parts missing, damaged, current title to all titled vehicles, and any available manuals or reports.

9. Sellers name, or designated business name as noted in the Agreement, will be publicized on Auctioneer's website, on any marketing material, third party websites, to promote the sale merchandise.

10. Auctioneer may display Sellers logo on Auctioneers website, third party websites, and any marketing material to promote the sale merchandise.

11. Auctioneer shall approve all online bidders, manage the online auction for ten (10) consecutive days, receive, manage and disburse all payments, and coordinate with Seller regarding all pickups and checkouts.

12. Proceeds shall be payable by cash, credit or debit card, Cashier's Check, Money Order, or wire transfer. Auctioneer shall also offer the option of making payments in cash at its offices located at 18810 Juergen Road, Tomball, Texas. Seller shall not be charged a fee for sales that are paid through Auctioneer's Nexlix Transax Credit Card Gateway. Auctioneer will not be responsible for buyer's who default on payment; however, Auctioneer shall make diligent attempts to collect all monies due to Seller from the proceeds of the auction. If monies are not collected on an item sold by auction, Auctioneer will contact Seller and discuss the option of relisting said merchandise or Seller may remove and dispose of merchandise as Seller sees fit. Bidders that do not pay for their purchases during the stated deadline may be permanently banned from future online auctions.

13. Seller understands that if the scheduled auction is canceled by Seller, the uncollected advertising shall be reimbursed to Auctioneer, upon presentation to Seller of Auctioneer's valid invoices.

14. Auctioneer shall not be responsible for removal of any auction items. Auctioneer will assist with the communication between Buyers and Seller during the removal process. Auctioneer will not be responsible for any verbal or written agreement between the Buyer and Seller during the online auction process.

15. Seller understands that Auctioneer shall deposit all auction proceeds into an Escrow Account located at Woodforest National Bank in Tomball, Texas. Auctioneer is licensed and

regulated by the Texas Department of Licensing and Regulation. A license issued by said Department does not imply approval or endorsement of Auctioneer by the State of Texas. If there are unresolved complaints, they can be made by mail to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, or by calling (800) 803-9202.

16. The proceeds from the auction shall be delivered to Seller not later than fifteen (15) banking days, contingent to Auctioneer receiving final online payment and finalization of the removal process. Auctioneer's auction sales fee and approved newspaper advertising fees shall be deducted from the gross proceeds of the auction.

17. Auctioneer shall remit to the Texas Comptroller of Public Accounts all sales taxes collected from purchasers that are due and payable to the State of Texas. Auctioneer shall account for noncollection of sales tax to persons or entities holding valid tax exemption or resale certificates. A copy of Auctioneer's sales tax number is available upon request.

18. Auctioneer shall furnish to Seller an itemized statement of all auction proceeds. Such statement shall include the lot number and description of all merchandise, the amount collected, and a final accounting of all transactions.

19. Auctioneer shall be responsible for all vehicle and bus title transfers and documentation at Seller's discretion. Auctioneer shall charge the purchaser of each vehicle a \$20.00 title preparation fee for each unit purchased. Auctioneer will submit to the Texas Department of Motor Vehicles current buyer information for all titled vehicles.

20. Auctioneer shall issue all Bills of Sale upon request.

21. Merchandise removal shall be on appointed days, dates, and times as stated on the online auction timeline. If merchandise is not removed by the designated date, the ownership of the merchandise will revert to the Seller and the Seller may dispose of or resale the item/lots at their discretion. The default buyer's account will be suspended, and no refund will be available per Seller's instruction. Auctioneer will not be responsible for the lot/items not removed during the stated deadline. Seller may charge a \$10.00 per day per lot/item late removal fee if noted on the Seller's online auction in Special Instructions.

22. This Contract may be terminated by either party upon written notice to the other party given not less than thirty (30) days prior to the auction date.

23. All notice required or permitted to be given to Seller or Auctioneer pursuant to this Contract shall be in writing and sent by certified mail, return receipt requested to the address shown below each party's signature or by email. Any party may change its address for notice in the manner provided above.

24. Seller represents and warrants to Auctioneer that: (a) Seller has the right, power and authority to appoint the merchandise for sale and to enter into this Agreement and to perform all obligations, the merchandise is, and, until sold, shall remain free and clear of all liens, encumbrances or claims of third parties of any kind whatsoever; (b) good title will pass to the buyer upon sale; (c) there are no restrictions on Auctioneer to reproduce photographs of the

merchandise and (d) the information the Seller has provided to Auctioneer in the Agreement is true and correct.

25. The Seller has read and understands the terms and conditions of this agreement. Both parties acknowledge that they have carefully read this Agreement, understand the contents thereof, and sign this Agreement as their own free act and deed.

It is understood by Seller that, upon execution of this Contract, Auctioneer shall commence to

THE FOLLOWING INDIVIDUALS SHALL BE RESPONSIBLE FOR REPRESENTING SELLER:

SELLER NAME

By: X _____

Name: _____

Title: _____

Address: _____

Date: X _____

THE FOLLOWING INDIVIDUALS SHALL BE RESPONSIBLE FOR REPRESENTING AUCTIONEER:

LEMONS AUCTIONEER, LLC AND ONLINE PROS

By: _____ By: _____

Name: Lori Lemons – Campbell, CAI, GPPA Name: Jackie Lemons-Shillingburg, CAI, AMM

Title: Co-Owner/General Manager #7341 Title: Co-Owner/Operations Manager #12437

Address: 18810 Juergen Road Address: 18810 Juergen Road

Tomball, Texas 77377

Tomball, Texas 77377

Date: _____ Date: _____

**OMNIA PARTNERS/REGION 4
ONLINE AUCTION CONTRACT #2
SELLER CONDUCTS ASSET TRACKING**

This Online Auction Contract (the "Contract") is made and entered into this ___ day of (month) (year) and will conclude on the ___ day of (month) (year), between (Seller Name), (State) (the "Seller") and Lemons Auctioneers, LLC and Online Pros, (the "Auctioneer").

WITNESSETH:

Seller hereby employs Auctioneer to sell the surplus assets designated by Seller at an online auction at Seller's appointed auction locations.

AUCTIONEER AGREES TO SELL SURPLUS ASSETS DESIGNATED BY SELLER (THE MERCHANDISE") UPON THE TERMS AND CONDITIONS SET FORTH BELOW:

1. The merchandise shall be sold online on an appointed day, date, and time, and shall be available for preview on an appointed day, date, and time and place. All merchandise shall be sold "AS IS" and "WHERE IS" to the highest bidder, and without warranty except for warranty of title to the merchandise, and shall be auctioned **WITHOUT MINIMUMS, RESERVES, OR CONFIRMATIONS**, unless otherwise agreed to in writing by Seller and Auctioneer. Seller warrants and represents to Auctioneer that Seller has good title to the merchandise and that all such merchandise is free of any liens, claims or encumbrances.
2. The Seller agrees to grant Auctioneer the exclusive right to market and sell the merchandise appointed for auction by Seller. The Seller may add additional merchandise to each auction at any time. Accordingly, the property cannot be withdrawn from the sale by the Seller for any reason without the consent of the Auctioneer in writing or by email. The Seller may not attempt to sell, transfer, destroy, or alter the merchandise during the auction process.
3. Seller shall pay Auctioneer an Omnia Partners/Region 4 auction sales discount fee equal to five percent (5%) of the gross proceeds of the sale of all merchandise. Auctioneer will charge Seller a \$1.00 per lot technology fee per each auction. Auctioneer will charge the buyer a buyer's premium equal to fourteen percent (14%) of the gross purchase price of each item purchased by such buyer. Buyer's who choose to pay for their purchases by credit card will pay a three percent (3%) administration fee.
4. Auctioneer agrees to promote the sale of the merchandise by mass e-mail, web analytics, auction zip, and multiple promotional internet websites or use of personal contacts. The type of promotion to be used shall be determined by Auctioneer in its sole discretion. All newspaper advertising shall be discussed between Seller and Auctioneer before any such placement at Sellers expense. Auctioneer will place an ad in the local newspaper not to exceed \$300.00 at Sellers discretion at least 10 days prior to the online auction closing. Auctioneer shall also place Seller's listing on Auctioneer's Website at www.lemonsauctioneers.com or www.onlinepros.com.
5. Seller shall be responsible for placing all merchandise in the assigned auction areas.

Seller shall supply experienced staff to conduct asset tracking and take digital photographs of all merchandise prior to the date of the online auction, conduct online auction services, and supervise with all auction removal.

6. Auctioneer may, at its discretion, display photos or descriptions of the merchandise on a third-party website to market and sell the merchandise. Auctioneer will watermark all photos placed on the internet for marketing purposes to defer fraudulent misuse of photographs.

7. Seller assumes all risk of loss. Auctioneer shall not be responsible, under any circumstances, for any loss, theft, or damage to the merchandise, either at its present location or at the appointed auction locations, whether before, during, or after said auction.

8. Seller shall provide Auctioneer with all information pertaining to the merchandise, but not be limited to a written description, current condition, use, salvage, parts missing, damaged, current title to all titled vehicles, and any available manuals or reports.

9. Sellers name, or designated business name as noted in the Agreement, will be publicized on Auctioneer's website, on any marketing material, third party websites, to promote the sale merchandise.

10 Auctioneer may display Sellers logo on Auctioneer's website, third party websites, and any marketing material to promote the sale merchandise.

11. Auctioneer shall approve all online bidders, manage the online auction for ten (10) consecutive days, receive, manage and disburse all payments, and coordinate with Seller regarding all pickups and checkouts.

12. Proceeds shall be payable by cash, credit or debit card, Cashier's Check, Money Order, or wire transfer. Auctioneer shall also offer the option of making payments in cash at its offices located at 18810 Juergen Road, Tomball, Texas. Seller shall not be charged a fee for sales that are paid through Auctioneer's Nexlix Transax Credit Card Gateway. Auctioneer will not be responsible for buyer's who default on payment; however, Auctioneer shall make diligent attempts to collect all monies due to Seller from the proceeds of the auction. If monies are not collected on an item sold by auction, Auctioneer will contact Seller and discuss the option of relisting said merchandise or Seller may remove and dispose of merchandise as Seller sees fit. Bidders that do not pay for their purchases during the stated deadline may be permanently banned from future online auctions.

13. Seller understands that if the scheduled auction is canceled by Seller, the uncollected advertising shall be reimbursed to Auctioneer, upon presentation to Seller of Auctioneer's valid invoices.

14. Auctioneer shall not be responsible for removal of any auction items. Auctioneer will assist with the communication between Buyers and Seller during the removal process. Auctioneer will not be responsible for any verbal or written agreement between the Buyer and Seller during the online auction process.

15. Seller understands that Auctioneer shall deposit all auction proceeds into an Escrow

Account located at Woodforest National Bank in Tomball, Texas. Auctioneer is licensed and regulated by the Texas Department of Licensing and Regulation. A license issued by said Department does not imply approval or endorsement of Auctioneer by the State of Texas. If there are unresolved complaints, they can be made by mail to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, or by calling (800) 803-9202.

16. The proceeds from the auction shall be delivered to Seller not later than fifteen (15) banking days, contingent to Auctioneer receiving final online payment and finalization of the removal process. Auctioneer's auction sales fee and approved newspaper advertising fees shall be deducted from the gross proceeds of the auction.

17. Auctioneer shall remit to the Texas Comptroller of Public Accounts all sales taxes collected from purchasers that are due and payable to the State of Texas. Auctioneer shall account for noncollection of sales tax to persons or entities holding valid tax exemption or resale certificates. A copy of Auctioneer's sales tax number is available upon request.

18. Auctioneer shall furnish to Seller an itemized statement of all auction proceeds. Such statement shall include the lot number and description of all merchandise, the amount collected, and a final accounting of all transactions.

19. Auctioneer shall be responsible for all vehicle and bus title transfers and documentation at Seller's discretion. Auctioneer shall charge the purchaser of each vehicle a \$20.00 title preparation fee for each unit purchased. Auctioneer will submit to the Texas Department of Motor Vehicles current buyer information for all titled vehicles.

20. Auctioneer shall issue all Bills of Sale upon request.

21. Merchandise removal shall be on appointed days, dates, and times as stated on the online auction timeline. If merchandise is not removed by the designated date, the ownership of the merchandise will revert to the Seller and the Seller may dispose of or resale the item/lots at their discretion. The default buyer's account will be suspended, and no refund will be available per Seller's instruction. Auctioneer will not be responsible for the lot/items not removed during the stated deadline. Seller may charge a \$10.00 per day per lot/item late removal fee if noted on the Seller's online auction in Special Instructions.

22. This Contract may be terminated by either party upon written notice to the other party given not less than thirty (30) days prior to the auction date.

23. All notice required or permitted to be given to Seller or Auctioneer pursuant to this Contract shall be in writing and sent by certified mail, return receipt requested to the address shown below each party's signature or by email. Any party may change its address for notice in the manner provided above.

24. Seller represents and warrants to Auctioneer that: (a) Seller has the right, power and authority to appoint the merchandise for sale and to enter into this Agreement and to perform all obligations, the merchandise is, and, until sold, shall remain free and clear of all liens, encumbrances or claims of third parties of any kind whatsoever; (b) good title will pass to the

buyer upon sale; (c) there are no restrictions on Auctioneer to reproduce photographs of the merchandise and (d) the information the Seller has provided to Auctioneer in the Agreement is true and correct.

25. The Seller has read and understands the terms and conditions of this agreement. Both parties acknowledge that they have carefully read this Agreement, understand the contents thereof, and sign this Agreement as their own free act and deed.

~~It is understood by Seller that upon execution of this Contract, Auctioneer shall represent to~~

THE FOLLOWING INDIVIDUALS SHALL BE RESPONSIBLE FOR REPRESENTING SELLER:

SELLER NAME

By: X _____

Name: _____

Title: _____

Address: _____

Date: X _____

THE FOLLOWING INDIVIDUALS SHALL BE RESPONSIBLE FOR REPRESENTING AUCTIONEER:

LEMONS AUCTIONEER, LLC AND ONLINE PROS

By: _____ By: _____

Name: Lori Lemons – Campbell, CAI, GPPA Name: Jackie Lemons-Shillingburg, CAI, AMM

Title: Co-Owner/General Manager #7341 Title: Co-Owner/Operations Manager #12437

Address: 18810 Juergen Road Address: 18810 Juergen Road
Tomball, Texas 77377 Tomball, Texas 77377

Date: _____ Date: _____

**OMNIA PARTNERS/REGION 4
ONLINE AUCTION CONTRACT #3
AUCTIONEER CONDUCTS ASSET TRACKING**

This Online Auction Contract (the "Contract") is made and entered into this ____ day of (month) (year) and will conclude on the ____ day of (month) (year), between (Seller Name), (State) (the "Seller") and Lemons Auctioneers, LLC and Online Pros, (the "Auctioneer").

WITNESSETH:

Seller hereby employs Auctioneer to sell the surplus assets designated by Seller at an online auction at Seller's appointed auction locations.

AUCTIONEER AGREES TO SELL SURPLUS ASSETS DESIGNATED BY SELLER (THE MERCHANDISE") UPON THE TERMS AND CONDITIONS SET FORTH BELOW:

1. The merchandise shall be sold online on an appointed day, date, and time, and shall be available for preview on an appointed day, date, and time and place. All merchandise shall be sold "AS IS" and "WHERE IS" to the highest bidder, and without warranty except for warranty of title to the merchandise, and shall be auctioned **WITHOUT MINIMUMS, RESERVES, OR CONFIRMATIONS**, unless otherwise agreed to in writing by Seller and Auctioneer. Seller warrants and represents to Auctioneer that Seller has good title to the merchandise and that all such merchandise is free of any liens, claims or encumbrances.
2. The Seller agrees to grant Auctioneer the exclusive right to market and sell the merchandise appointed for auction by Seller. The Seller may add additional merchandise to each auction at any time. Accordingly, the property cannot be withdrawn from the sale by the Seller for any reason without the consent of the Auctioneer in writing or by email. The Seller may not attempt to sell, transfer, destroy, or alter the merchandise during the auction process.
3. Seller shall pay Auctioneer an Omnia Partners/Region 4 auction sales discount fee equal to eighteen percent (18%) of the gross proceeds of the sale of all merchandise. Auctioneer will charge a \$1.00 per lot technology to the Seller. Auctioneer will charge the buyer a buyer's premium equal to fourteen percent (14%) of the gross purchase price of each item purchased by such buyer.
4. Auctioneer agrees to promote the sale of the merchandise by mass e-mail, web analytics, auction zip, and multiple promotional internet websites or use of personal contacts. The type of promotion to be used shall be determined by Auctioneer in its sole discretion. All newspaper advertising shall be discussed between Seller and Auctioneer before any such placement at Sellers expense. Auctioneer will place an ad in the local newspaper not to exceed \$300.00 at Sellers discretion at least 10 days prior to the online auction closing. Auctioneer shall also place Seller's listing on Auctioneer's Website at www.lemonsauctioneers.com or www.onlinepros.com.
5. Seller shall be responsible for placing all merchandise in the assigned auction areas. Auctioneer shall supply experienced staff to conduct asset tracking and take digital photographs

of all merchandise prior to the date of the online auction, conduct online auction services, and supervise with all auction removal.

6. Auctioneer may, at its discretion, display photos or descriptions of the merchandise on a third-party website to market and sell the merchandise. Auctioneer will watermark all photos placed on the internet for marketing purposes to defer fraudulent misuse of photographs.

7. Seller assumes all risk of loss. Auctioneer shall not be responsible, under any circumstances, for any loss, theft, or damage to the merchandise, either at its present location or at the appointed auction locations, whether before, during, or after said auction.

8. Seller shall provide Auctioneer with all information pertaining to the merchandise, but not be limited to a written description, current condition, use, salvage, parts missing, damaged, current title to all titled vehicles, and any available manuals or reports.

9. Sellers name, or designated business name as noted in the Agreement, will be publicized on Auctioneer's website, on any marketing material, third party websites, to promote the sale merchandise.

10 Auctioneer may display Sellers logo on Auctioneers website, third party websites, and any marketing material to promote the sale merchandise.

11. Auctioneer shall approve all online bidders, manage the online auction for ten (10) consecutive days, receive, manage and disburse all payments, and coordinate with Seller regarding all pickups and checkouts.

12. Proceeds shall be payable by cash, credit or debit card, Cashier's Check, Money Order, or wire transfer. Auctioneer shall also offer the option of making payments in cash at its offices located at 18810 Juergen Road, Tomball, Texas. Seller shall not be charged a fee for sales that are paid through Auctioneer's Credit Card Gateway. Auctioneer will not be responsible for buyer's who default on payment; however, Auctioneer shall make diligent attempts to collect all monies due to Seller from the proceeds of the auction. If monies are not collected on an item sold by auction, Auctioneer will contact Seller and discuss the option of relisting said merchandise or Seller may remove and dispose of merchandise as Seller sees fit. Bidders that do not pay for their purchases during the stated deadline may be permanently banned from future online auctions.

13. Seller understands that if the scheduled auction is canceled by Seller, the uncollected advertising shall be reimbursed to Auctioneer, upon presentation to Seller of Auctioneer's valid invoices.

14. Auctioneer shall not be responsible for removal of any auction items. Auctioneer will assist with the communication between Buyers and Seller during the removal process. Auctioneer will not be responsible for any verbal or written agreement between the Buyer and Seller during the online auction process.

15. Seller understands that Auctioneer shall deposit all auction proceeds into an Escrow Account located at Woodforest National Bank in Tomball, Texas. Auctioneer is licensed and regulated by the Texas Department of Licensing and Regulation. A license issued by said

Department does not imply approval or endorsement of Auctioneer by the State of Texas. If there are unresolved complaints, they can be made by mail to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, or by calling (800) 803-9202.

16. The proceeds from the auction shall be delivered to Seller not later than fifteen (15) banking days, contingent to Auctioneer receiving final online payment and finalization of the removal process. Auctioneer's auction sales fee and approved newspaper advertising fees shall be deducted from the gross proceeds of the auction.

17. Auctioneer shall remit to the Texas Comptroller of Public Accounts all sales taxes collected from purchasers that are due and payable to the State of Texas. Auctioneer shall account for noncollection of sales tax to persons or entities holding valid tax exemption or resale certificates. A copy of Auctioneer's sales tax number is available upon request.

18. Auctioneer shall furnish to Seller an itemized statement of all auction proceeds. Such statement shall include the lot number and description of all merchandise, the amount collected, and a final accounting of all transactions.

19. Auctioneer shall be responsible for all vehicle and bus title transfers and documentation at Seller's discretion. Auctioneer shall charge the purchaser of each vehicle a \$20.00 title preparation fee for each unit purchased. Auctioneer will submit to the Texas Department of Motor Vehicles current buyer information for all titled vehicles.

20. Auctioneer shall issue all Bills of Sale upon request.

21. Merchandise removal shall be on appointed days, dates, and times as stated on the online auction timeline. If merchandise is not removed by the designated date, the ownership of the merchandise will revert to the Seller and the Seller may dispose of or resale the item/lots at their discretion. The default buyer's account will be suspended, and no refund will be available per Seller's instruction. Auctioneer will not be responsible for the lot/items not removed during the stated deadline. Seller may charge a \$10.00 per day per lot/item late removal fee if noted on the Seller's online auction in Special Instructions.

22. This Contract may be terminated by either party upon written notice to the other party given not less than thirty (30) days prior to the auction date.

23. All notice required or permitted to be given to Seller or Auctioneer pursuant to this Contract shall be in writing and sent by certified mail, return receipt requested to the address shown below each party's signature or by email. Any party may change its address for notice in the manner provided above.

24. Seller represents and warrants to Auctioneer that: (a) Seller has the right, power and authority to appoint the merchandise for sale and to enter into this Agreement and to perform all obligations, the merchandise is, and, until sold, shall remain free and clear of all liens, encumbrances or claims of third parties of any kind whatsoever; (b) good title will pass to the buyer upon sale; (c) there are no restrictions on Auctioneer to reproduce photographs of the merchandise and (d) the information the Seller has provided to Auctioneer in the Agreement is

true and correct.

25. The Seller has read and understands the terms and conditions of this agreement. Both parties acknowledge that they have carefully read this Agreement, understand the contents thereof, and sign this Agreement as their own free act and deed.

It is understood by Seller that, upon execution of this Contract, Auctioneer shall commence to perform all services set out herein.

THE FOLLOWING INDIVIDUALS SHALL BE RESPONSIBLE FOR REPRESENTING SELLER:

SELLERS NAME

By: X _____

Name: _____

Title: _____

Address: _____

Date: X _____

THE FOLLOWING INDIVIDUALS SHALL BE RESPONSIBLE FOR REPRESENTING AUCTIONEER:

LEMONS AUCTIONEER, LLC AND ONLINE PROS

By: _____ By: _____

Name: Lori Lemons – Campbell, CAI, GPPA Name: Jackie Lemons-Shillingburg, CAI, AMM

Title: Co-Owner/General Manager #7341 Title: Co-Owner/Operations Manager #12437

Address: 18810 Juergen Road Address: 18810 Juergen Road

Tomball, Texas 77377

Tomball, Texas 77377

Date: _____ Date: _____

**OMNIA PARTNERS/REGION 4
REAL ESTATE AUCTION AGREEMENT #4**

1. **Parties to Agreement.** This agreement is made by and between _____, hereinafter called Seller, and **Lemons Auctioneers, LLC.**, hereinafter known as "Auctioneer" and **My Real Estate Expert, LLC.**, hereinafter known as the "Sponsoring Broker" whose address is 18810 Juergen Road, Tomball, Texas 77377. Seller warrants that Seller is the owner of record of the property or has the written authority, attached, to execute this agreement on behalf of the owner of record.

AUCTIONEER AND SPONSORING BROKER AGREE TO SELL THE PROPERTY DESIGNATED BY SELLER UPON THE TERMS AND CONDITIONS SET FORTH BELOW:

2. **Term of Agreement.** The term of this agreement begins on the ____ day of (month), (year) and ends on the ____ day of (month) (year) unless otherwise extended or terminated in accordance with the terms of this agreement.
If a (_____ Contract Type _____) is prepared by Sponsoring Broker and entered into by Seller as a result of the auction during the term of this agreement, Sponsoring Broker will be representing Seller through the closing of the transaction and the termination thereof shall extend to and include the date of closing under said (_____ Amendment Type)_____.

3. **Exclusive Listing Agreement.** Seller hereby grants to Auctioneer and Sponsoring Broker and Auctioneer and Sponsoring Broker hereby accepts the exclusive and irrevocable right and privilege on behalf of the Seller to offer for sale the property described as:

Owners:

Legal Description:

Property ID:

Property Address:

City:

State: Texas

Zip Code:

County:

Mobile:

Business:

Fax:

The exclusive right granted herein shall include, without limitation, the exclusive right to list and sell the Property by live or online public auction ("Auction"), traditional listing, exchange or otherwise, on terms and conditions herein stated. Accordingly, the property cannot be withdrawn from the sale by the Seller for any reason without the consent of the Auctioneer in writing or by email. The Seller may not attempt to sell, transfer, destroy, the property during the auction process.

4. **Date of the Auction.** The date of the auction will be determined by a written mutual agreement between Seller and Auctioneer.

5. **Type of Auction Method.** Seller grants Auctioneer the authority to conduct the auction using various types of marketing, auction methods and technology, including but not limited to live auction, online auction, absentee, phone, sealed bid, negotiated, etc., in single type and/or any combination of types.

6. **Agency.** The Sponsoring Brokers has supplied along with this agreement a TREC No. OP-K Information About Brokerage Services form to Seller. As per TREC the broker becomes the owner's agent by entering into an agreement with the owner, usually through a written listing

agreement. The listing broker can assist the buyer but does not represent the buyer and must place the interests of the owner first. The broker may act as an intermediary between the parties if the broker complies with the Texas Real Estate License Act. The broker must obtain the written consent of each party to the transaction to act as an intermediary. With the parties' consent, a broker acting as an intermediary between the parties may appoint a person who is licensed under the Texas Real Estate License Act and associated with the Broker to communicate with and carry out instructions of the other party.

7. **Buyer's Premium.** The Seller grants Auctioneer the authority to charge a ___ percent ___ Buyer's Premium to the Buyer for auctioneer services from the final price or negotiated price agreed upon by Seller. A Buyer's Premium is a percentage based on the high bid which is added to the high bid amount to achieve the contract or sales price.
8. **Compensation.** Seller agrees that Auctioneer's commission fee, and approved newspaper advertising expenses incurred for conducting the auction and brokerage services shall be paid at the time of the closing of said sale, or exchange of herein described property.
Auctioneer's Commission Fee: **Negotiable**
Buyer's Agent Commission Fee: **Negotiable**
9. **Reserves.** It is mutually agreed that all real estate will be sold to the highest bidder unless Seller authorizes a reserve. If a bid price or offer (including Buyer's Premium, if any) equals or exceeds the reserve price, or Seller authorizes Auctioneer to accept the bid price or offer, the commission agreed to in this agreement are earned by Auctioneer and Sponsoring Broker.
By initials, Seller, by initialing, authorizes Auctioneer to sell property
_____/_____/_____ to the highest bidder at absolute auction without minimum or reserve.
_____/_____/_____ with minimum or reserve.
Amount of reserve is _____.
Reserve will be determined at a later date _____ Yes _____ N/A
10. **Protection Period.** Auctioneer and Sponsoring Broker agree to use professional skill, knowledge, and experience to the best advantage in preparing and conducting the auction. If property does not sell on appointed auction closing day for any reason and Seller sells this property to a registered bidder from this auction within 180 days of the auction, the Seller will pay auctioneer his full contract rate as specified in this contract.
11. **Price Assurances.** Seller acknowledges that Auctioneer and/or its agent(s) cannot accurately predict the price the property will bring at auction and Seller further acknowledges that Auctioneer and/or its agent (s) have made no such assurances or predictions of price to the Seller or its agents. Sponsoring Broker will conduct a CMA for property value.
12. **Property Information.** Seller shall provide Auctioneer with any and all information pertaining to the property, but not be limited to a description, current title and any available information. Seller will be responsible for the cost of a survey and closing will not be delayed due to the absence of a survey.
13. **Survey.** Seller will be responsible for the cost of a survey and closing will not be delayed due to the absence of a survey.
14. **Marketing:** Auctioneer agrees to promote the sale of the property by mass e-mail, web analytics,

HAR.com, Realtor.com, Zillow.com, TAR, Trulia.com, Social Media, Commercial Gateway, Loopnet.com and multiple promotional internet websites or use of personal contacts. The type of promotion to be used shall be determined by Auctioneer and approved by Seller. Auctioneer will place an advertisement in the Seller's appointed local newspaper at Seller's Expense. Auctioneer shall also place Seller's listing on Auctioneer's Websites at www.lemonsauctioneers.com, www.onlinepros.com, and www.myrealestateexpert.com.

15. **Documentation, Photography, and Property Maintenance.** Auctioneer and Sponsoring Broker shall supply experienced staff to conduct asset tracking and take digital photographs of all property prior to the date of the auction, conduct administrative services, supervise with all documentation, and coordinate with closing and funding. Auctioneer will not be responsible for the make ready of the sale location for viewing. It is the Seller's responsibility to remove all debris, maintain landscaping, and continue all lawn care until property closing.
16. **Photograph Disclaimer.** Auctioneer may, at its discretion, display photos or descriptions of the property on a third-party website to market and sell the property. Auctioneer will watermark all photos placed on the internet for marketing purposes to defer fraudulent misuse of photographs.
17. **Indemnification.** Seller(s) agree to provide and carry adequate liability insurance against any and all liabilities which may result on premises of Seller. Seller further agrees to indemnify and hold Auctioneer harmless from any claim, loss, or damage as a result of said sale and to bear the risk of any loss or damage to any property included in said auction.
18. **Taxes.** Seller agrees to pay taxes for the current year, interest, maintenance fees, assessments, dues, and rents will be prorated through the closing Date. At closing Seller will pay any Property Owners Association Fees and Transfer Fees.
19. **Name Publication.** Seller's name, or designated name as noted in the Agreement, will be publicized on Auctioneer's website, on any marketing material, third party websites, to promote the sale of the property.
20. **Bidder Deposit.** All online bidders are required to submit a Five Hundred Dollar (\$500) refundable deposit upon registering online for the auction. Auctioneer will not be responsible for buyer's who default on payment. If monies are not collected on a sold property by auction, Auctioneer will contact Seller and discuss the option of relisting said property.
21. **Administrative Duties.** Auctioneer and Sponsoring Broker shall approve all online bidders; manage the online auction for thirty (30) consecutive days, assist with preparing Seller documents, and coordinate with Title Company.
22. **Earnest Money.** The earnest money submitted by the winning Bidder shall be payable by Check or Cashier's Check to title company agreed upon between Buyer and Seller.
23. **Title Insurance.** Seller shall furnish to Buyer at Seller's expense an owner's policy of title insurance (Title Policy) issued by appointed title company in the amount of the Sales Price, dated at or after closing, insuring the Buyer against loss. Within 20 days after the Title Company receives a copy of the contract, the Seller will provide Buyer a commitment of title insurance. Seller authorizes the Title Company to deliver the Commitment to the Buyer.

24. **Property Possession.** Seller understands and agrees that possession of the property shall be given to the buyer in its present or required condition upon closing and funding. The closing will be held at the appointed title company.
25. **Licensing.** Seller understands that Auctioneer is licensed and regulated by the Texas Department of Licensing and Regulation. A license issued by said Department does not imply approval or endorsement of Auctioneer by the State of Texas. If there are unresolved complaints, they can be made by mail to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, or by calling (512) 463-2906. Sponsoring Broker is a licensed Real Estate Broker in the State of Texas licensed by the Texas Real Estate Commission.
26. **Closing and Funding.** Seller proceeds will be delivered to Seller upon closing and funding by the appointed title company.
27. **Contract Termination.** This Contract may be terminated by either party upon written notice to the other party given not less than thirty (30) days prior to the auction starting date. If Seller cancels auction after 24 hours of signing, seller agrees to pay auctioneer all marketing expenses incurred and the commission previously stated in this contract.
28. **Notification.** All notice required or permitted to be given to Seller or Auctioneer pursuant to this Contract shall be in writing and sent by certified mail, return receipt requested to the address shown below each parties' signature or by email. Any party may change its address for notice in the manner provided above.
29. **Authorization.** Seller represents and warrants to Auctioneer that: (a) Seller has the right, power and authority to appoint the property for sale and to enter into this Agreement and to perform all obligations, the property is, and, until sold, shall remain free and clear of all liens, encumbrances or claims of third parties of any kind whatsoever; (b) good title will pass to the buyer upon sale; (c) there are no restrictions on Auctioneer to reproduce photographs of the merchandise and the information the Seller has provided to Auctioneer in the Agreement is true and correct.
30. **Agreement.** The Seller has read and understands the terms and conditions of this agreement. Both parties acknowledge that they have carefully read this Agreement, understand the contents thereof, and sign this Agreement as their own free act and deed. The Parties agree that this agreement shall be binding on their heirs, personal representatives, successors, and / or assigns and that any changes to this agreement, in order to be effective, shall be in writing and signed by all parties.
31. **TREC and TDLR rules prohibit auctioneers and real estate licensees from giving legal advice. Read this contract carefully. If you do not understand this contract, consult an attorney before signing.**

It is understood by Seller that, upon execution of this Contract, Auctioneer shall commence to perform all services set out herein.

THE FOLLOWING INDIVIDUAL(S) SHALL BE RESPONSIBLE FOR REPRESENTING SELLER:

By: _____

Name: _____

Title: _____

Address: _____

Date: _____

Contact #: _____

Email: _____

THE FOLLOWING INDIVIDUALS SHALL BE RESPONSIBLE FOR REPRESENTING AUCTIONEER AND SPONSORING BROKER: LEMONS AUCTIONEERS, LLC AND MY REAL ESTATE EXPERT, LLC.

By: _____ By: _____

Name: Lori Lemons – Campbell, CAI, GPPA Name: Jackie Lemons-Shillingburg, CAI, AMM

Title: Co-Owner/General Manager/Broker Title: Co-Owner/Operations Manager/Agent

My Real Estate Expert, LLC., License #9001183

Auctioneers License #7341 Auctioneers License #12437

Real Estate License: Broker #058211 Real Estate License: Agent #582737

Address: 18810 Juergen Road Address: 18810 Juergen Road

Tomball, Texas 77377 Tomball, Texas 77377

Date: _____ Date: _____

Contact #: (800)243-1113 or Cell (713)252-4000 Contact #: (800)243-1113 or Cell (713)542-0538

Email: lori@lemonsauctioneers.com Email: Jackie@lemonsauctioneers.com

Email: lori@myrealestateexpert.com Email: Jackie@myrealestateexpert.com

TAB 7

National IPA Response to a National Program

(Appendix D, Exhibits A, F, and G)

Appendix D



Requirements for National Cooperative Contract

To be Administered by

OMNIA Partners

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

OMNIA Partners Exhibit A – RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

OMNIA Partners Exhibit B – ADMINISTRATION AGREEMENT, EXAMPLE

OMNIA Partners Exhibit C – MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

OMNIA Partners Exhibit D – PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

OMNIA Partners Exhibit E – CONTRACT SALES REPORTING TEMPLATE

OMNIA Partners Exhibit F – FEDERAL FUNDS CERTIFICATIONS

OMNIA Partners Exhibit G – NEW JERSEY BUSINESS COMPLIANCE

OMNIA Partners Exhibit H – ADVERTISING COMPLIANCE REQUIREMENT

OMNIA PARTNERS EXHIBITS

EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

1.1 Requirement

Region 4 ESC (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners"), is requesting proposals for auctioneer services and related products. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal ("Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners' cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners' requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

OMNIA PARTNERS COMPANY EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies

through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

Suppliers are required to pay an administrative fee of 10% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B).

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$20 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and OMNIA Partners shall agree. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier 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. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Contract if the purchase order is issued prior to the expiration of the Contract. Supplier is responsible for reporting all sales and paying the applicable administrative fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

2.0 Representations and Covenants

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER RESPONSE

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

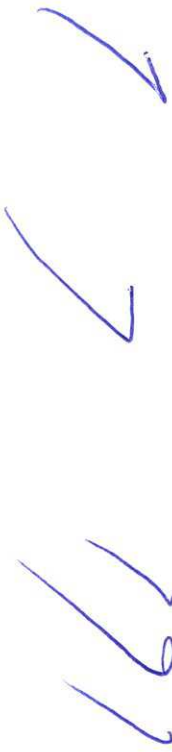
3.1 Company

- ✓ A. Brief history and description of Supplier.
- ✓ B. Total number and location of sales persons employed by Supplier.
- ✓ C. Number and location of support centers (if applicable) and location of corporate office.

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

- iii. Design, publication and distribution of co-branded marketing materials within first 90 days
 - iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
 - v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
 - vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
 - vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
 - viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
 - OMNIA Partners standard logo;
 - Copy of original Request for Proposal;
 - Copy of contract and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to OMNIA Partners' website including the online registration page;
 - A dedicated toll-free number and email address for OMNIA Partners
- C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.
- D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.
- E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:
- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
 - ii. Best government pricing
 - iii. No cost to participate
 - iv. Non-exclusive contract

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT



Handwritten: Standby

- F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:
 - i. Key features of Master Agreement
 - ii. Working knowledge of the solicitation process
 - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
 - iv. Knowledge of benefits of the use of cooperative contracts
- G. Provide the name, title, email and phone number for the person(s), who will be responsible for:
 - i. Executive Support
 - ii. Marketing
 - iii. Sales
 - iv. Sales Support
 - v. Financial Reporting
 - vi. Accounts Payable
 - vii. Contracts
- H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.
- I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.
- J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.
- K. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.
- L. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.
- M. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

\$ _____ .00 in year one
\$ _____ .00 in year two
\$ _____ .00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
- ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

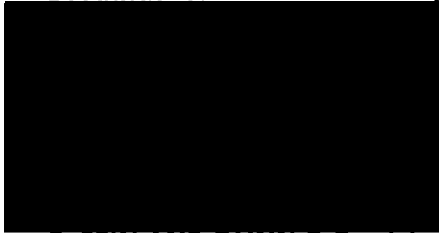
Detail Supplier's strategies under these options when responding to a solicitation.

OMNIA PARTNERS EXHIBITS

EXHIBIT A – RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

3.1

D. Annual sales for the three previous fiscal years. (Not including real estate.)



E. FEIN AND DUNN & Bradstreet report

Dunns Number: 190068361

F. Green Policy (see attached)

G. Diversity Programs or Partners

Our company is a diverse company and partner in our industry. We are woman owned and HUB certified. We also employ a diverse range of experienced employees that are very good at their job. We treat all our staff, buyers, and sellers with the upmost respect. Diversity is a very important role in training our staff at Lemons Auctioneers and Online Pros due to the array of wonderful clientele that we meet and greet in our industry everyday via telephone or by email. Prices remain the same and everyone is treated fairly.

**H. Historically Underutilized Business Certification
(See Attached) Texas Comptroller of Public Accounts Certification**

**I. Differentiates itself from Competitors
(See Attached)**

**J. Litigation, Bankruptcy or Reorganization Past or President
Lemons Auctioneers and Online Pros is proud to share that it has had no litigation, bankruptcy, or reorganization.**

A

**K. Felony Conviction Notice
Lemons Auctioneers is neither owned or operated by anyone that has been convicted of a felony.**

**L. Debarment or Suspension Actions
Lemons Auctioneers has never been suspended or debarred by a supplier/**

3. 2 Distribution, Logistics

A. Services offered: Online Auction Services, Live Auction Services, Interactive Live & Online Auction Services, Real Estate Services (Live & Online), Appraisal Services

B. Supplier will make sales calls and email blast to Omnia Partners introducing our company and services we provide.

C. Auction Company Providers:

Bid Wrangler: Online Auction Software Supplier

Wave Bid: Report Recording, Asset Tracking App, Appraisal Software

Shipping: Online Pros does not offer shipping services.

D. Auction Facility:

4000 square foot Warehouse

3.25 acre high fenced facility

ADT 24 hour video surveillance

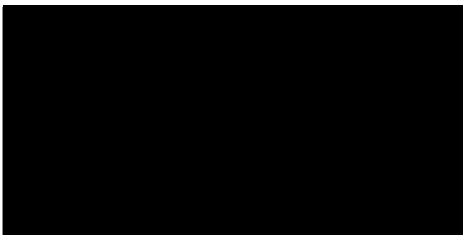
Backup Generator for 24 hour uninterrupted service

(2) Forklifts and Handling Equipment

3.3 Marketing and Sales

A. & B. (See Attached) 90 days

C. Existing Cooperative Contract (Sample) to transition



Supplier will transition any existing Public Agency as described in 3.3 A & B

D. Auction Company will provide its logo(s) to Omnia Partners and will allow permission for reproduction of such logo in marketing communications and promotions.

Omnia Partners logo will be display on Auctioneers website upon permission of Omnia Partners.

E. Sales

Lemons Auctioneers has a full-time sales staff member that will communicate with Public Agencies and conduct follow up calls as well to establish a new customer with Omnia Partners and Auctioneer.

F. Master Agreement training:

Auctioneer will train its staff on the Master Agreement. They will be aware of working

knowledge of the solicitation process, agencies that are suited for the Master Agreement, and benefits that are available,

G. Provide Employee name, title, email, phone, and position. (See Attached)

H.

Sales Force Structure

Lori Campbell, President/Co-Owner/National Sales Representative

Jackie Shillingburg, Vice President/Co-Owner/National Sales Representative

James Lawlis, Over 50 years' experience in the Auction Industry, Chief Sales Representative, Southwest Region

Stacey Sanders, National Sales Representative

Conducts Sales Calls, Email Blast, Follow Up, Etc., Since 2017, Southeast Region

Chris Matson, National Sales Representative

Conducts Sales Calls, Follow Up, West, Northwest and Northeast, Since 2017

Our sales team will utilize the same strategy as described in Omnia Partners response Marketing 3.3. within 30 days.

a. Sales Calls

b. Distribution of Sales Material with Omnia Partners logo.

c. Email Blast with Press Release

d. Contact present Sellers that are not with Omnia Partners and discuss transitioning them to Omnia Partners and what benefits they offer.

e. Follow Calls

f. Attend Conferences Nationwide to support Omnia Partners Master Agreement

I. Lemons Auctioneers & Online Pros Sales Team and Omnia Partners will schedule a meeting to discuss the benefits and support available to Agencies.

Steps will be established further to honor the Omnia Partners Agreement at the time of our face to face, telephone, or webinar meeting.

J. Our Company has been working with agencies since 1983 and have a State-of-the-Art contract method of accountability.

a. We have a process that includes a monthly email to stay in touch with Sellers and we also offer from time to time 1% discounts to stimulate the market. We have offered 1% discounts in the past utilizing the TCPN cooperative. (See Sample)

b. Our contracts are negotiated with an expiration date from 1 to 5 years.

c. We utilize a CRM system to account for all transactions.

K. Public Agency Sales for the previous Fiscal year. (Personal Property & Real Estate)



L.

M.

Contract Sales (Guaranteed Contract Sales)



Due to our present marketing strategies and services our company is seeing an increase in sales.

(See Terms & Conditions)

N. Master Agreement without formal solicitation.

Our auction company has many clients that will not require a formal solicitation.

Lemons Auctioneers and Online Pros has submitted (4) contracts that may be utilized by Agency. All contracts are negotiable and can be provided to the needs of the agency.

(See Tab 6 for attached Agreements/Contract)

OMNIA PARTNERS EXHIBITS
EXHIBIT B- ADMINISTRATION AGREEMENT, EXAMPLE

OMNIA

P A R T N E R S

ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this "Agreement") is made this ___ day of _____ 20___, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners"), and _____ ("Supplier").

RECITALS

WHEREAS, the _____ (the "Principal Procurement Agency") has entered into a Master Agreement dated _____, Agreement No _____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "Master Agreement"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (the "Product");

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "Public Agencies"), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a "Participating Public Agency") may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners to Public Agencies;

WHEREAS, OMNIA Partners serves as the contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and

WHEREAS, OMNIA Partners and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners and Supplier.

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

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners solely in its capacity as the contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS' PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

8. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 12 – 23, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

9. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Principal Procurement Agency to terminate the Master Agreement shall constitute a material breach of this Agreement. If such breach is not cured within thirty (30) days of written notice to Supplier, in addition to any and all remedies available at law or equity, OMNIA Partners shall have the right to terminate this Agreement, at OMNIA Partners' sole discretion. Notwithstanding anything contained herein to the contrary, this Agreement shall terminate on the date of the termination or expiration of the Master Agreement.

NATIONAL PROMOTION

10. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector), or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website. Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "Logo") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of ___ percent (___%) ("Administrative Fee Percentage") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("Contract Sales Report"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

GENERAL PROVISIONS

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

17. 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 it may be entitled.

18. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of

any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners:

OMNIA Partners
Attn: President
840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

B. Supplier:

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

[INSERT SUPPLIER ENTITY NAME]

**NATIONAL INTERGOVERNMENTAL
PURCHASING ALLIANCE COMPANY
d/b/a OMNIA Partners, Public Sector**

Signature

Name

Title

Date

Signature

Sarah E. Vavra

Name

Sr. Vice President, Public Sector Contracting

Title

Date

OMNIA PARTNERS EXHIBITS
EXHIBIT C – MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT,
EXAMPLE

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this “Agreement”) is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate (“Principal Procurement Agencies”) with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“OMNIA Partners”) to be appended and made a part hereof and such other public agencies (“Participating Public Agencies”) who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the “OMNIA Partners Parties”) by either registering on the OMNIA Partners website (such as www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into “Master Agreements” (herein so called) to provide a variety of goods, products and services (“Products”) to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency’s procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies’ participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(h), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable “safe harbor” regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("GPO") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, including but not limited to Vizient Source, LLC, Provista, Inc. and other OMNIA Partners affiliates and subsidiaries; provided the purchase of Products through a OMNIA Partners Party or any other GPO shall be at the Participating Public Agency's sole discretion.

7. The Participating Public Agencies (each a "Procuring Party") that procure Products through any Master Agreement or GPO Product supply agreement (each a "GPO Contract") will make timely payments to the distributor, manufacturer or other vendor (collectively, "Supplier") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE NATIONAL IPA PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE NATIONAL IPA PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE NATIONAL IPA PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE NATIONAL IPA PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) the registration on a OMNIA Partners Party website or the execution of this Agreement by a Participating Public Agency, as applicable.

OMNIA PARTNERS EXHIBITS
EXHIBIT D – OMNIA PARTNERS PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners"), [NAME OF PPA] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as _____ of and on behalf of [NAME OF PPA] ("Principal Procurement Agency"), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [PRINCIPAL PROCUREMENT AGENCY]

Signature

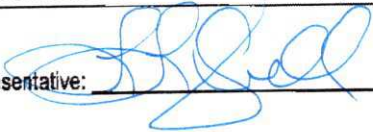
Name

Title

Date

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

Offeror's Name: Lemons Auctioneers, LLC & Online Pros
Address, City, State, and Zip Code: 18810 Juergen Rd., Tomball, Texas 77377
Phone Number: 800-243-1113 or 281-357-4977 Fax Number: 281-357-4974
Printed Name and Title of Authorized Representative: Lori Lemons-Campbell, President
Email Address: lori@lemonsauctioneers.com or lori@onlinepros.com

Signature of Authorized Representative:  Date: 6/25/2019

**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

- DOC #1 Ownership Disclosure Form
- DOC #2 Non-Collusion Affidavit
- DOC #3 Affirmative Action Affidavit
- DOC #4 Political Contribution Disclosure Form
- DOC #5 Stockholder Disclosure Certification
- DOC #6 Certification of Non-Involvement in Prohibited Activities in Iran
- DOC #7 New Jersey Business Registration Certificate

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #1

**OWNERSHIP DISCLOSURE FORM
(N.J.S. 52:25-24.2)**

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: Lemons Auctioneers, LLC & Online Pros

Street: 18810 Juergen Rd.

City, State, Zip Code: Tomball, Texas 77377

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I Lori Lemons-Campbell, a partner in Lemons Auctioneers, LLC, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I _____, an authorized representative of _____, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

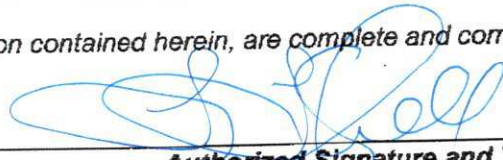
(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
Lori Lemons-Campbell	22210 Rainfern Dr., Magnolia, Texas 77355	50%
Jackie Lemons-Shillingburg	23615 Indian Hills Circle Tomball, Texas 77377	50%

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

6/20/19

Date


Authorized Signature and Title

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #2

NON-COLLUSION AFFIDAVIT

Company Name: Lemons Auctioneers, LLC & Online Pros

Street: 18810 Juergen Rd.

City, State, Zip Code: Tomball, Texas 77377

State of Texas

County of Harris

I, Lori Lemons-Campbell of the Tomball
Name City

in the County of Harris, State of Texas

of full age, being duly sworn according to law on my oath depose and say that:

I am the Co-Owner/President of the firm of Lemons Auctioneers, LLC & Online Pros
Title Company Name

the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Lemons Auctioneers, LLC & Online Pros
Company Name

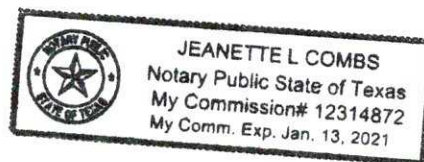
[Handwritten Signature]
Authorized Signature & Title

Subscribed and sworn before me

this 21st day of June, 2019

Jeanette L Combs
Notary Public of Texas

My commission expires Jan 13, 2021



SEAL

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: Lemons Auctioneers, LLC & Online Pros
Street: 18810 Juergen Rd.
City, State, Zip Code: Tomball, Texas 77377

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

OR
2. A photo copy of their Certificate of Employee Information Report

OR
3. A complete Affirmative Action Employee Information Report (AA302) _____

Public Work – Over \$50,000 Total Project Cost:

- A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the
- B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

6/25/19
Date


Authorized Signature and Title

**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #3, continued

**P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE**

**PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

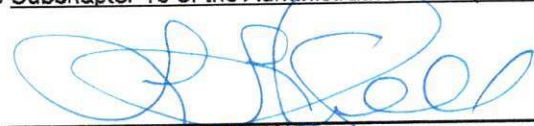
The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).



Signature of Procurement Agent

**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #4

**POLITICAL CONTRIBUTION DISCLOSURE FORM
Public Agency Instructions**

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dea/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at <http://www.nj.gov/dea/divisions/dlgs/programs/lpc1.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used "as-is", subject to edits as described herein.
 - e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dea/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

Doc #4,
continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

Doc #4,
continued

**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

**List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26**

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY
TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED,
CUSTOMIZABLE FORM.**

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

Partnership Corporation Sole Proprietorship

Limited Partnership Limited Liability Corporation Limited Liability Partnership

Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.


Stockholders:

Name: Lori Lemons-Campbell	Name:
Home Address: 22210 Rainfern Dr., Magnolia, Texas 77355	Home Address:
Name: Jackie Lemons-Shillingburg	Name:
Home Address: 23615 Indian Hills Circle, Tomball, Texas 77377	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 21st day of June, 2019.

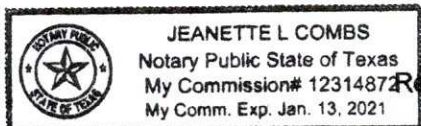
(Notary Public) Jeanette L Combs

My Commission expires: Jan 13, 2021


(Affiant)

Lori Lemons-Campbell
(Print name & title of affiant)

(Corporate Seal)



**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #6

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #7

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<http://www.state.nj.us/treasury/revenue/forms/njreg.pdf>

OMNIA PARTNERS EXHIBITS
EXHIBIT H- OMNIA PARTNERS ADVERTISING COMPLIANCE REQUIREMENT

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

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

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and <https://www.usa.gov/local-governments>.

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHS

INCLUDING BUT NOT LIMITED TO:

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BONANAZA, OR
CITY OF BOSSIER CITY, LA
CITY OF BROOKINGS, OR
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION
DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF DONALD, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA

CITY OF SILVERTON, OR
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITIES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT

ELK RIDGE, UT
ELMO, UT
ELSINORE, UT
ELWOOD, UT
EMERY, UT
ENOCH, UT
ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT
HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT
KANARRAVILLE, UT
KANOSH, UT
KAYSVILLE, UT
KINGSTON, UT
KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT

LAYTON, UT
LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT
LEWISTON, UT
LINDON, UT
LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNNDYL, UT
MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT
CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT
PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT

REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPIO, UT
SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT
SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT
SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT
SYRACUSE, UT
TABIONA, UT
CITY OF TAYLORSVILLE, UT
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT

WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF
TRANSPORTATION, OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS
COMMISSION
LAFOURCHE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND
COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA

TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT
COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF Uintah, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT
COUNTY OF GRAND, UT
COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT
COUNTY OF WASHINGTON, UT

**OTHER AGENCIES INCLUDING ASSOCIATIONS,
BOARDS, DISTRICTS, COMMISSIONS,
COUNCILS, PUBLIC CORPORATIONS, PUBLIC
DEVELOPMENT AUTHORITIES, RESERVATIONS
AND UTILITIES INCLUDING BUT NOT LIMITED**

TO:

BANKS FIRE DISTRICT, OR
BATON ROUGE WATER COMPANY
BEND METRO PARK AND RECREATION
DISTRICT
BIENVILLE PARISH FIRE PROTECTION
DISTRICT 6, LA
BOARDMAN PARK AND RECREATION DISTRICT
CENTRAL CITY ECONOMIC OPPORTUNITY
CORP, LA
CENTRAL OREGON INTERGOVERNMENTAL
COUNCIL
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS RIVER WATER
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLEAN WATER SERVICES
CONFEDERATED TRIBES OF THE UMATILLA
INDIAN RESERVATION
COOS FOREST PROTECTIVE ASSOCIATION

CHEHALEM PARK AND RECREATION DISTRICT
DAVID CROCKETT STEAM FIRE COMPANY #1,
LA
EUGENE WATER AND ELECTRIC BOARD
HONOLULU INTERNATIONAL AIRPORT
HOODLAND FIRE DISTRICT #74
HOUSING AUTHORITY OF PORTLAND
ILLINOIS VALLEY FIRE DISTRICT
LAFAYETTE AIRPORT COMMISSION, LA
LAFOURCHE PARISH HEALTH UNIT – DHH-OPH
REGION 3
LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
MEDFORD WATER COMMISSION
MELHEUR COUNTY JAIL, OR
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION
COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
MULTNOMAH EDUCATION SERVICE DISTRICT
NEW ORLEANS REDEVELOPMENT AUTHORITY,
LA
NORTHEAST OREGON HOUSING AUTHORITY,
OR
PORT OF BRANDON, OR
PORT OF MORGAN CITY, LA
PORTLAND DEVELOPMENT COMMISSION, OR
PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY
SERVICES
OREGON LEGISLATIVE ADMINISTRATION
ROGUE VALLEY SEWER, OR
SAINT LANDRY PARISH TOURIST COMMISSION
SAINT MARY PARISH REC DISTRICT 2
SAINT MARY PARISH REC DISTRICT 3
SAINT TAMMANY FIRE DISTRICT 4, LA
SALEM MASS TRANSIT DISTRICT
SEWERAGE AND WATER BOARD OF NEW
ORLEANS, LA
SOUTH LAFOURCHE LEVEE DISTRICT, LA
TRI-COUNTY METROPOLITAN
TRANSPORTATION DISTRICT OF OREGON
TUALATIN HILLS PARK & RECREATION
DISTRICT
TUALATIN VALLEY FIRE & RESCUE
TUALATIN VALLEY WATER DISTRICT
WILLAMALANE PARK AND RECREATION
DISTRICT
WILLAMETTE HUMANE SOCIETY

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BOGALUSA HIGH SCHOOL, LA
BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL DISTRICT
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY

CASCADE SCHOOL DISTRICT
 CASCADES ACADEMY OF CENTRAL OREGON
 CENTENNIAL SCHOOL DISTRICT
 CENTRAL CATHOLIC HIGH SCHOOL
 CENTRAL POINT SCHOOL DISTRICT NO.6
 CENTRAL SCHOOL DISTRICT 13J
 COOS BAY SCHOOL DISTRICT NO.9
 CORVALLIS SCHOOL DISTRICT 509J
 COUNTY OF YAMHILL SCHOOL DISTRICT 29
 CULVER SCHOOL DISTRICT
 DALLAS SCHOOL DISTRICT NO.2
 DAVID DOUGLAS SCHOOL DISTRICT
 DAYTON SCHOOL DISTRICT NO.8
 DE LA SALLE N CATHOLIC HS
 DESCHUTES COUNTY SCHOOL DISTRICT NO.6
 DOUGLAS EDUCATIONAL DISTRICT SERVICE
 DUFUR SCHOOL DISTRICT NO.29
 EAST BATON ROUGE PARISH SCHOOL
 DISTRICT
 ESTACADA SCHOOL DISTRICT NO.10B
 FOREST GROVE SCHOOL DISTRICT
 GEORGE MIDDLE SCHOOL
 GLADSTONE SCHOOL DISTRICT
 GRANTS PASS SCHOOL DISTRICT 7
 GREATER ALBANY PUBLIC SCHOOL DISTRICT
 GRESHAM BARLOW JOINT SCHOOL DISTRICT
 HEAD START OF LANE COUNTY
 HIGH DESERT EDUCATION SERVICE DISTRICT
 HILLSBORO SCHOOL DISTRICT
 HOOD RIVER COUNTY SCHOOL DISTRICT
 JACKSON CO SCHOOL DIST NO.9
 JEFFERSON COUNTY SCHOOL DISTRICT 509-J
 JEFFERSON PARISH SCHOOL DISTRICT
 JEFFERSON SCHOOL DISTRICT
 JUNCTION CITY SCHOOLS, OR
 KLAMATH COUNTY SCHOOL DISTRICT
 KLAMATH FALLS CITY SCHOOLS
 LAFAYETTE PARISH SCHOOL DISTRICT
 LAKE OSWEGO SCHOOL DISTRICT 7J
 LANE COUNTY SCHOOL DISTRICT 4J
 LINCOLN COUNTY SCHOOL DISTRICT
 LINN CO. SCHOOL DIST. 95C
 LIVINGSTON PARISH SCHOOL DISTRICT
 LOST RIVER JR/SR HIGH SCHOOL
 LOWELL SCHOOL DISTRICT NO.71
 MARION COUNTY SCHOOL DISTRICT
 MARION COUNTY SCHOOL DISTRICT 103
 MARIST HIGH SCHOOL, OR
 MCMINNVILLE SCHOOL DISTRICT NOAO
 MEDFORD SCHOOL DISTRICT 549C
 MITCH CHARTER SCHOOL
 MONROE SCHOOL DISTRICT NO.1J
 MORROW COUNTY SCHOOL DIST, OR
 MULTNOMAH EDUCATION SERVICE DISTRICT
 MULTISENSORY LEARNING ACADEMY
 MYRTLE PINT SCHOOL DISTRICT 41
 NEAH-KAH-NIE DISTRICT NO.56
 NEWBERG PUBLIC SCHOOLS
 NESTUCCA VALLEY SCHOOL DISTRICT NO.101
 NOBEL LEARNING COMMUNITIES
 NORTH BEND SCHOOL DISTRICT 13
 NORTH CLACKAMAS SCHOOL DISTRICT
 NORTH DOUGLAS SCHOOL DISTRICT
 NORTH WASCO CITY SCHOOL DISTRICT 21

NORTHWEST REGIONAL EDUCATION SERVICE
 DISTRICT
 ONTARIO MIDDLE SCHOOL
 OREGON TRAIL SCHOOL DISTRICT NOA6
 ORLEANS PARISH SCHOOL DISTRICT
 PHOENIX-TALENT SCHOOL DISTRICT NOA
 PLEASANT HILL SCHOOL DISTRICT
 PORTLAND JEWISH ACADEMY
 PORTLAND PUBLIC SCHOOLS
 RAPIDES PARISH SCHOOL DISTRICT
 REDMOND SCHOOL DISTRICT
 REYNOLDS SCHOOL DISTRICT
 ROGUE RIVER SCHOOL DISTRICT
 ROSEBURG PUBLIC SCHOOLS
 SCAPPOOSE SCHOOL DISTRICT 1J
 SAINT TAMMANY PARISH SCHOOL BOARD, LA
 SEASIDE SCHOOL DISTRICT 10
 SHERWOOD SCHOOL DISTRICT 88J
 SILVER FALLS SCHOOL DISTRICT 4J
 SOUTH LANE SCHOOL DISTRICT 45J3
 SOUTHERN OREGON EDUCATION SERVICE
 DISTRICT
 SPRINGFIELD PUBLIC SCHOOLS
 SUTHERLIN SCHOOL DISTRICT
 SWEET HOME SCHOOL DISTRICT NO.55
 TERREBONNE PARISH SCHOOL DISTRICT
 THE CATLIN GABEL SCHOOL
 TIGARD-TUALATIN SCHOOL DISTRICT
 UMATILLA MORROW ESD
 WEST LINN WILSONVILLE SCHOOL DISTRICT
 WILLAMETTE EDUCATION SERVICE DISTRICT
 WOODBURN SCHOOL DISTRICT
 YONCALLA SCHOOL DISTRICT
 ACADEMY FOR MATH ENGINEERING &
 SCIENCE (AMES), UT
 ALIANZA ACADEMY, UT
 ALPINE DISTRICT, UT
 AMERICAN LEADERSHIP ACADEMY, UT
 AMERICAN PREPARATORY ACADEMY, UT
 BAER CANYON HIGH SCHOOL FOR SPORTS &
 MEDICAL SCIENCES, UT
 BEAR RIVER CHARTER SCHOOL, UT
 BEAVER SCHOOL DISTRICT, UT
 BEEHIVE SCIENCE & TECHNOLOGY ACADEMY
 (BSTA), UT
 BOX ELDER SCHOOL DISTRICT, UT
 CBA CENTER, UT
 CACHE SCHOOL DISTRICT, UT
 CANYON RIM ACADEMY, UT
 CANYONS DISTRICT, UT
 CARBON SCHOOL DISTRICT, UT
 CHANNING HALL, UT
 CHARTER SCHOOL LEWIS ACADEMY, UT
 CITY ACADEMY, UT
 DAGGETT SCHOOL DISTRICT, UT
 DAVINCI ACADEMY, UT
 DAVIS DISTRICT, UT
 DUAL IMMERSION ACADEMY, UT
 DUCHESNE SCHOOL DISTRICT, UT
 EARLY LIGHT ACADEMY AT DAYBREAK, UT
 EAST HOLLYWOOD HIGH, UT
 EDITH BOWEN LABORATORY SCHOOL, UT
 EMERSON ALCOTT ACADEMY, UT
 EMERY SCHOOL DISTRICT, UT
 ENTHEOS ACADEMY, UT

EXCELSIOR ACADEMY , UT
 FAST FORWARD HIGH , UT
 FREEDOM ACADEMY , UT
 GARFIELD SCHOOL DISTRICT , UT
 GATEWAY PREPARATORY ACADEMY , UT
 GEORGE WASHINGTON ACADEMY , UT
 GOOD FOUNDATION ACADEMY , UT
 GRAND SCHOOL DISTRICT , UT
 GRANITE DISTRICT , UT
 GUADALUPE SCHOOL , UT
 HAWTHORN ACADEMY , UT
 INTECH COLLEGIATE HIGH SCHOOL , UT
 IRON SCHOOL DISTRICT , UT
 ITINERIS EARLY COLLEGE HIGH , UT
 JOHN HANCOCK CHARTER SCHOOL , UT
 JORDAN DISTRICT , UT
 JUAB SCHOOL DISTRICT , UT
 KANE SCHOOL DISTRICT , UT
 KARL G MAESER PREPARATORY ACADEMY ,
 UT
 LAKEVIEW ACADEMY , UT
 LEGACY PREPARATORY ACADEMY , UT
 LIBERTY ACADEMY , UT
 LINCOLN ACADEMY , UT
 LOGAN SCHOOL DISTRICT , UT
 MARIA MONTESSORI ACADEMY , UT
 MERIT COLLEGE PREPARATORY ACADEMY ,
 UT
 MILLARD SCHOOL DISTRICT , UT
 MOAB CHARTER SCHOOL , UT
 MONTICELLO ACADEMY , UT
 MORGAN SCHOOL DISTRICT , UT
 MOUNTAINVILLE ACADEMY , UT
 MURRAY SCHOOL DISTRICT , UT
 NAVIGATOR POINTE ACADEMY , UT
 NEBO SCHOOL DISTRICT , UT
 NO UT ACAD FOR MATH ENGINEERING &
 SCIENCE (NUAMES) , UT
 NOAH WEBSTER ACADEMY , UT
 NORTH DAVIS PREPARATORY ACADEMY , UT
 NORTH SANPETE SCHOOL DISTRICT , UT
 NORTH STAR ACADEMY , UT
 NORTH SUMMIT SCHOOL DISTRICT , UT
 ODYSSEY CHARTER SCHOOL , UT
 OGDEN PREPARATORY ACADEMY , UT
 OGDEN SCHOOL DISTRICT , UT
 OPEN CLASSROOM , UT
 OPEN HIGH SCHOOL OF UTAH , UT
 OQUIRRH MOUNTAIN CHARTER SCHOOL , UT
 PARADIGM HIGH SCHOOL , UT
 PARK CITY SCHOOL DISTRICT , UT
 PINNACLE CANYON ACADEMY , UT
 PIUTE SCHOOL DISTRICT , UT
 PROVIDENCE HALL , UT
 PROVO SCHOOL DISTRICT , UT
 QUAIL RUN PRIMARY SCHOOL , UT
 QUEST ACADEMY , UT
 RANCHES ACADEMY , UT
 REAGAN ACADEMY , UT
 RENAISSANCE ACADEMY , UT
 RICH SCHOOL DISTRICT , UT
 ROCKWELL CHARTER HIGH SCHOOL , UT
 SALT LAKE ARTS ACADEMY , UT
 SALT LAKE CENTER FOR SCIENCE
 EDUCATION , UT

SALT LAKE SCHOOL DISTRICT , UT
 SALT LAKE SCHOOL FOR THE PERFORMING
 ARTS , UT
 SAN JUAN SCHOOL DISTRICT , UT
 SEVIER SCHOOL DISTRICT , UT
 SOLDIER HOLLOW CHARTER SCHOOL , UT
 SOUTH SANPETE SCHOOL DISTRICT , UT
 SOUTH SUMMIT SCHOOL DISTRICT , UT
 SPECTRUM ACADEMY , UT
 SUCCESS ACADEMY , UT
 SUCCESS SCHOOL , UT
 SUMMIT ACADEMY , UT
 SUMMIT ACADEMY HIGH SCHOOL , UT
 SYRACUSE ARTS ACADEMY , UT
 THOMAS EDISON - NORTH , UT
 TIMPANOGOS ACADEMY , UT
 TINTIC SCHOOL DISTRICT , UT
 TOOELE SCHOOL DISTRICT , UT
 TUACAHN HIGH SCHOOL FOR THE
 PERFORMING ARTS , UT
 UINTAH RIVER HIGH , UT
 UINTAH SCHOOL DISTRICT , UT
 UTAH CONNECTIONS ACADEMY , UT
 UTAH COUNTY ACADEMY OF SCIENCE , UT
 UTAH ELECTRONIC HIGH SCHOOL , UT
 UTAH SCHOOLS FOR DEAF & BLIND , UT
 UTAH STATE OFFICE OF EDUCATION , UT
 UTAH VIRTUAL ACADEMY , UT
 VENTURE ACADEMY , UT
 VISTA AT ENTRADA SCHOOL OF PERFORMING
 ARTS AND TECHNOLOGY , UT
 WALDEN SCHOOL OF LIBERAL ARTS , UT
 WASATCH PEAK ACADEMY , UT
 WASATCH SCHOOL DISTRICT , UT
 WASHINGTON SCHOOL DISTRICT , UT
 WAYNE SCHOOL DISTRICT , UT
 WEBER SCHOOL DISTRICT , UT
 WEILENMANN SCHOOL OF DISCOVERY , UT

HIGHER EDUCATION

ARGOSY UNIVERSITY
 BATON ROUGE COMMUNITY COLLEGE, LA
 BIRTHINGWAY COLLEGE OF MIDWIFERY
 BLUE MOUNTAIN COMMUNITY COLLEGE
 BRIGHAM YOUNG UNIVERSITY - HAWAII
 CENTRAL OREGON COMMUNITY COLLEGE
 CENTENARY COLLEGE OF LOUISIANA
 CHEMEKETA COMMUNITY COLLEGE
 CLACKAMAS COMMUNITY COLLEGE
 COLLEGE OF THE MARSHALL ISLANDS
 COLUMBIA GORGE COMMUNITY COLLEGE
 CONCORDIA UNIVERSITY
 GEORGE FOX UNIVERSITY
 KLAMATH COMMUNITY COLLEGE DISTRICT
 LANE COMMUNITY COLLEGE
 LEWIS AND CLARK COLLEGE
 LINFIELD COLLEGE
 LINN-BENTON COMMUNITY COLLEGE
 LOUISIANA COLLEGE, LA
 LOUISIANA STATE UNIVERSITY
 LOUISIANA STATE UNIVERSITY HEALTH
 SERVICES
 MARYLHURST UNIVERSITY
 MT. HOOD COMMUNITY COLLEGE
 MULTNOMAH BIBLE COLLEGE

NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON INSTITUTE OF TECHNOLOGY
OREGON STATE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE
UNIVERSITY OF HAWAII
ROGUE COMMUNITY COLLEGE
SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON
UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY
COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU
COMMUNITY COLLEGE
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER EDUCATION, UT
UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY, UT
WEBER STATE UNIVERSITY, UT
SOUTHERN UTAH UNIVERSITY, UT
SNOW COLLEGE, UT
DIXIE STATE COLLEGE, UT

COLLEGE OF EASTERN UTAH, UT
UTAH VALLEY UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES

ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT
AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE, STATE OF
HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT
ATTORNEY
STATE OF UTAH