

VENDOR CONTRACT

Between Lemons Auctioneers & Online Pros **and**
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

Online Auction Systems and/or Auctioneer Services

CONTRACT #2102716

General Information

The vendor contract shall include the contract, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS contract, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor's proposals, task orders, purchase orders and any adjustments which have been issued.

The following pages will constitute the contract between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final contract.

The Vendor Contract ("Contract") made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as "TIPS" respectfully) a government cooperative purchasing program authorized by the Region VIII Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. 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 shall control.

Definitions

PURCHASE ORDER is the TIPS member's approval providing the authority to proceed with the negotiated delivery order under the contract. Special terms and conditions as agreed to between the vendor and TIPS member will be added as addendums to the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

PREMIUM HOURS are defined as those hours not included in regular hours or recognized holidays. Premium hours are to be approved by the TIPS member for each delivery order and noted in the delivery order proposal as a line item during negotiations.

REGULAR HOURS are defined as those hours between the hours of 7 AM and 6 PM Monday thru Friday.

Terms and Conditions

Freight

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

Warranty Conditions

All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor or manufacturer for all products. All equipment proposed shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support to TIPS members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

Contracts

All contracts and agreements between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.

Contracts for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities.

Davis Bacon Act requirements will be met when Federal Funds are used for construction and/or repair of buildings.

Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter:(1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States;(4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit

exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

Assignments of contracts

No assignment of contract may be made without the prior written approval of TIPS. Payment can only be made to the awarded Vendor or vendor assigned dealer.

Disclosures

1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in the TIPS program.
3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

Renewal of Contracts

The contract is for one (1) year with an option for renewal for 2 consecutive years. Total term of contract can be up to 3 years if sales are reported through the contract and both parties agree.

Shipments

The Vendor shall ship ordered products within five (5) working days after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

Invoices

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS participant. Each invoice shall include the TIPS participant's purchase order number. The shipment tracking number or pertinent information for verification of TIPS participant receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS participant.

Payments

The TIPS participant will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice.

Pricing

The Vendor contracts to provide pricing to TIPS and its participating governmental entities that is the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the contract.

The Vendor agrees to promptly lower the cost of any product purchased through TIPS following a reduction in the manufacturer or publisher's direct cost to the Vendor. Price increases will be honored. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.

All pricing submitted to TIPS shall include the participation fee to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to customer. The normal fee is 2%, but can be negotiated with the Vendor.

Participation Fees

Vendor or vendor assigned dealer contracts to pay the participation fee for all contract sales to TIPS on a monthly scheduled report. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS contract. Failure to pay the participation fee will result in termination of contract. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

- 1. Indemnity for Personality Contracts.** Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.
- 2. Indemnity for Performance Contracts.** The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Vendor further agrees to indemnify and

hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for injuries (including death) to an officer, employee, agent, subcontractor, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this contract whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.

Attorney's Fees--Texas Local Government Code § 271.159 is expressly referenced.

Pursuant to §271.159, TEXAS LOC. GOV'T CODE, in the event that any one of the Parties is required to obtain the services of an attorney to enforce this Agreement, the prevailing party, in addition to other remedies available, shall be entitled to recover reasonable attorney's fees and costs of court.

Multiple Vendor Awards

TIPS reserves the right to award multiple vendor contracts for categories when deemed in the best interest of the TIPS membership. Bidders scoring 80% or above will be considered for an award. Categories are established at the discretion of TIPS.

State of Texas Franchise Tax

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the contract or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS participants will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on contract at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a purchase order occurs, TIPS is to be notified within 24 hours of receipt of order.

Cancellation for non-performance or contract deficiency

TIPS may terminate any contract if TIPS Members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. TIPS reserves the right to cancel the whole or any part of this contract due to failure by awarded vendor to carry out any obligation, term or condition of the contract. TIPS may issue a written deficiency notice to awarded vendor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract;

- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving TIPS reason to believe that awarded vendor will not or cannot perform the requirements of the contract; and/or
- Performing work or providing services under the contract prior to receiving a TIPS reviewed purchase order for such work.

Upon receipt of the written deficiency, awarded vendor shall have ten (10) days to provide a satisfactory response to TIPS. 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 awarded vendor under this contract shall become the property of the TIPS Member on demand.

TIPS Member Purchasing Procedures

Purchase orders are issued by participating TIPS member to the awarded vendor indicating on the PO "Contract Number". Purchase Order is emailed to TIPS at tipspo@tips-usa.com.

- Awarded vendor delivers goods/services directly to the participating member.
- Awarded vendor invoices the participating TIPS member directly.
- Awarded vendor receives payment directly from the participating member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report monthly).

Form of Contract

The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

Vendor contract documents: TIPS will review proposed vendor contract documents. Vendor's contract document shall not become part of TIPS's contract with vendor unless and until an authorized representative of TIPS reviews and approves it.

Licenses

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. TIPS reserves the right to stop

work and/or cancel contract of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

Novation

If awarded vendor 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. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of awarded vendor.

Site Requirements (when applicable to service or job)

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member 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.

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion.

Awarded vendor 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.

Safety measures: Awarded vendor 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. Awarded vendor shall post warning signs against all hazards created by the 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.

Smoking

Persons working under contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

Invoices

The awarded vendor shall submit invoices to the participating entity clearly stating "Per TIPS Contract". The shipment tracking number or pertinent information for verification shall be made available upon request.

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this contract by awarded vendor must have prior approval from TIPS.

Supplemental agreements

The entity participating in the TIPS contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS members and employees shall not be made party to any claim for breach of such agreement.

Survival Clause

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

Legal obligations

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this RFP and any awarded contract thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Contract. TIPS and Region 8 ESC each reserve 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. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to 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 8 ESC or TIPS.

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 fully 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.

Services

When applicable, performance bonds will be required on construction or labor required jobs over \$100,000 and payment bonds on jobs over \$25,000 or awarded vendor will meet the TIPS member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS member and added to the purchase order.

Scope of Services

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is okay if the TIPS member provides a general scope, but the awarded vendor should provide a written scope of work to the TIPS member as part of the proposal. Once the scope of the job is agreed to, the TIPS member will issue a PO with the estimate referenced as an attachment along with bond and any other special provisions agreed to for the TIPS member. If special terms and conditions other than those covered within this solicitation and awarded contracts are required, they will be attached to the PO and shall take precedence over those in the base contract.

Project Delivery Order Procedures

The TIPS member having approved and signed an interlocal agreement, or other TIPS membership document, may make a request of the awarded vendor under this contract when the TIPS member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person.

Upon notification of a pending request, the awarded vendor shall make contact with the TIPS member as soon as possible, but must make contact with the TIPS member within two working days.

Scheduling of Projects

Scheduling of projects (if applicable) will be accomplished when the TIPS member issues a purchase order that will serve as "the notice to proceed". The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS member inspect the work for acceptance under the scope and terms in the PO. The TIPS

member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS member will issue a completion notice and final payment will be issued.

Support Requirements

If there is a dispute between the awarded vendor and TIPS member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

Special Terms and Conditions

It is the intent of TIPS to contract with a reliable, high performance vendor to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

- **Contracts:** All vendor purchase orders must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
 - **Promotion of Contract:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS contract is not acceptable to the terms and conditions of this contract and will result in removal of Vendor from Program. Vendor is expected to use marketing funds for the marketing and promotion of this contract.
 - **Daily Order Confirmation:** All contract purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS member (customer) within 24 business hours.
 - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1st of each month.
 - **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.
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Check one of the following responses to the General Terms and Special Terms and Conditions:



We take no exceptions/deviations to the general and/or special terms and conditions.

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



We take the following exceptions/deviations to the general and/or special terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general or special terms and conditions that you are taking exceptions/deviations to. The proposer must clearly state if you are adding additional terms and conditions to the general or special terms and conditions. Provide details on your exceptions/deviations below:

Exceptions:

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

| Bid Information | | Contact Information | | Ship to Information |
|-----------------|---|---------------------|--------------------------------------|---------------------|
| Bid Creator | Karen Walton Internal Support Specialist | Address | Region VIII Education Service Center | Address |
| Email | Karen.Walton@tips-usa.com | | 4845 US Highway 271 | |
| Phone | (903) 575-2761 | | North | Contact |
| Fax | (866) 929-4402 | Contact | Pittsburg, TX 75686 | |
| Bid Number | 2102716 | | Kim Thompson, TIPS | Department |
| Title | Online Auction Systems and/or Auctioneer Services | | Office Manager | Building |
| Bid Type | RFP | Department | | Floor/Room |
| Issue Date | 8/1/2016 08:01 AM (CT) | Building | | Telephone |
| Close Date | 9/9/2016 03:00:00 PM (CT) | Floor/Room | | Fax |
| Need by Date | | Telephone | +1 (866) 839-8477 | Email |
| | | Fax | +1 (866) 839-8472 | |
| | | Email | bids@tips-usa.com | |

Supplier Information

| | |
|------------|----------------------------|
| Company | Online Pros |
| Address | 18810 Juergen Rd. |
| | Tomball, TX 77377 |
| Contact | Lori Lemons-Campbell |
| Department | Co-Owner/General Manager |
| Building | |
| Floor/Room | |
| Telephone | 800 (243) 1113 |
| Fax | 281 (357) 4977 |
| Email | lori@lemonsauctioneers.com |
| Submitted | 9/8/2016 04:42:51 PM (CT) |
| Total | \$0.00 |

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

Signature Lori Lemons-Campbell

Email lori@lemonsauctioneers.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Please review the following and respond where necessary

| # | Name | Note | Response |
|---|-------------------------------------|--|--|
| 1 | Yes - No | Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section. | No |
| 2 | Yes - No | Highly Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB? Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section. | Yes |
| 3 | Yes - No | The Vendor can provide services and/or products to all 50 US States? | Yes |
| 4 | States Served: | If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX) | Some states will require approval through licensing laws. |
| 5 | Company and/or Product Description: | This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.) | <p>Since 1968, Lemons Auctioneers and Online Pros has been helping our Sellers extract more value and liquidate surplus assets more efficiently. Our experienced auctioneers will act with your best interests in mind and pursue the objectives that you establish. Lemons Auctioneers and Online Pros time proven approach gives you the best opportunity to get the most from your surplus inventory. We leverage our marketing expertise to get the widest possible pool of quality bidders. As a member of TIPS, Lemons Auctioneers offers auction services to cities, municipalities, counties, school districts, colleges, universities and other local and federal governmental entities. Our decades of experience and marketing expertise give us a skill to secure your highest bids for your items and the ability to design innovative solutions for selling both popular and hard-to-move items. Our auctioneers carry an array of certifications, making Lemons Auctioneers the perfect candidate for a variety of projects. Lemons Auctioneers has a warehouse and yard facility available for its Sellers to utilize on an as need basis. We also offer award-winning real estate services for commercial, residential, and undeveloped property. Our licensed realtors provide effective marketing services through the use of our diverse client database. Real Estate Services include traditional listings and both live and online auction, all designed to make your real estate sale easy.</p> |

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|----|------------------------------|--|--|
| 6 | Primary Contact Name | Primary Contact Name | Lori Lemons-Campbell |
| 7 | Primary Contact Title | Primary Contact Title | Co-Owner/General Manager |
| 8 | Primary Contact Email | Primary Contact Email | lori@lemonsauctioneers.com |
| 9 | Primary Contact Phone | Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 | 800-243-1113 |
| 10 | Primary Contact Fax | Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 | 281-357-4974 |
| 11 | Primary Contact Mobile | Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 | 713-252-4000 |
| 12 | Secondary Contact Name | Secondary Contact Name | Jacquelyn "Jackie" Lemons-Shillingburg |
| 13 | Secondary Contact Title | Secondary Contact Title | Co-Owner/Operations Manager |
| 14 | Secondary Contact Email | Secondary Contact Email | jackie@lemonsauctioneers.com |
| 15 | Secondary Contact Phone | Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 | 281-357-4977 |
| 16 | Secondary Contact Fax | Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 | 281-357-4974 |
| 17 | Secondary Contact Mobile | Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 | 713-542-0538 |
| 18 | Admin Fee Contact Name | Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS. | Lisa Finley |
| 19 | Admin Fee Contact Email | Admin Fee Contact Email | lisaf@lemonsauctioneers.com |
| 20 | Admin Fee Contact Phone | Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 | 281-357-4977 |
| 21 | Purchase Order Contact Name | Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. | Jackie Lemons-Shillingburg |
| 22 | Purchase Order Contact Email | Purchase Order Contact Email | jackie@lemonsauctioneers.com |
| 23 | Purchase Order Contact Phone | Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 | 281-357-4977 |
| 24 | Company Website | Company Website (Format - www.company.com) | www.lemonsauctioneers.com or www.onlinepros.com |
| 25 | Federal ID Number: | Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789) | 76-0680303 |
| 26 | Primary Address | Primary Address | 18810 Juergen Rd. |
| 27 | Primary Address City | Primary Address City | Tomball |
| 28 | Primary Address State | Primary Address State (2 Digit Abbreviation) | Texas |
| 29 | Primary Address Zip | Primary Address Zip | 77377 |
| 30 | Search Words: | Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: | auctions, online auctions, vehicle auctions, estate auctions, auctioneer, homes auction, Houston auctions, auctioning, sell stuff, auction houses, government vehicle auctions, Texas auction house, |

| | | | |
|----|----------------------------|--|------------------------|
| | | product, paper, construction, manufacturer name, etc.) | auction site, lemons |
| 31 | Yes - No | Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction) (If YES, vendor should download the Federal Regulations for Contracts document from the Attachments section, fill out the form and submit the document in the "Response Attachments" FEDERAL FUNDS section.) (Vendor must also download the Suspension or Debarment Certificate document from the Attachments section, fill out the form and submit the document in the "Response Attachments" SUSPENSION OR DEBARMENT section.) | Yes |
| 32 | Yes - No | Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder? | Yes |
| 33 | Company Residence (City) | Vendor's principal place of business is in the city of? | Tomball |
| 34 | Company Residence (State) | Vendor's principal place of business is in the state of? | Texas |
| 35 | Felony Conviction Notice: | (Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37) | (No Response Required) |
| 36 | Yes - No | A publicly held corporation; therefore, this reporting requirement is not applicable? | Yes |
| 37 | Yes - No | Is owned or operated by individual(s) who has/have been convicted of a felony? If answer is YES, a detailed explanation of the name(s) and conviction(s) must be uploaded to the "Response Attachments" FELONY CONVICTION section. | No |
| 38 | Pricing Information: | Pricing information section. (Questions 39 - 42) | (No Response Required) |
| 39 | Yes - No | In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. If answer is NO, include a statement detailing how pricing for TIPS participants would be calculated in the PRICING document that is uploaded to the "Response Attachments" PRICING section. | Yes |
| 40 | Yes - No | Pricing submitted includes the TIPS administration fee? | Yes |
| 41 | Yes - No | Vendor agrees to remit to TIPS the required administration fee? | Yes |
| 42 | Yes - No | Additional discounts to TIPS members for bulk quantities or scope of work? | Yes |
| 43 | Start Time | Average start time after receipt of customer order is ____ working days? | 1 |
| 44 | Years Experience | Company years experience in this category? | 15 |
| 45 | Resellers: | Does the vendor have resellers that it will name under this contract? (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section. | No |
| 46 | Prices are guaranteed for? | (__Month(s), __ Year(s), or Term of Contract) (Standard term is "Term of Contract") | Term of Contract |

Line Items

Response Total: \$0.00

S U S A N

C O M B S

TEXAS COMPTROLLER *of* PUBLIC ACCOUNTS

P.O. Box 13186 • AUSTIN, TX 78711-3186



The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority and woman-owned businesses as HUBs and is designed to facilitate the participation of minority and woman-owned businesses in state agency procurement opportunities.

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 <http://www.window.state.tx.us/procurement/cmb/hubonly.html>. Provided that your company continues to meet HUB eligibility requirements, the enclosed HUB certificate is valid for four years.

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 reference the enclosed pamphlet for additional resources, such as the state's Centralized Master Bidders List (CMBL), that can increase your chance 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 (888) 863-5881.

Texas Historically Underutilized Business (HUB) Certificate



| | |
|----------------------------|---------------|
| Certificate/VID Number: | 1760680303300 |
| File/Vendor Number: | 051783 |
| Approval Date: | 12-MAR-2013 |
| Scheduled Expiration Date: | 12-MAR-2017 |

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 15-MAR-2013, 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.

A handwritten signature in black ink that reads "Paul A. Gibson".

*Paul Gibson, Statewide HUB Program Manager
Texas Procurement and Support Services*

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 and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (<http://www.window.state.tx.us/procurement/cmb/cmbhub.html>) or by contacting the HUB Program at 1-888-863-5881 or 512- 463-5872.

Federal Requirements for Procurement and Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

If the TIPS member anticipate possibly using federal funds for procurement under this potential award and is required to obtain the following compliance assurance.

1. Will you be subcontracting any of your work under this award if you are successful?

(Check one)

YES or NO

2. If yes, do you agree to comply with the following federal requirements? (Check one)

YES or NO

2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Company Name Lemons Auctioneers, LLP.

Name of authorized representative Lori Lemons-Campbell

Signature of authorized representative 

Date 08/23/2016

2 CFR PART 200 Contract Provisions

Required Federal contract provisions of Federal Regulations for Contracts

The following provisions are required to be in place and agreed if the procurement is funded with federal funds. TIPS or its members are the subgrantee or subrecipient by definition in most cases. Not all provisions herein apply to all contracts. Compliance is required as it applies to the individual purchase contract.

Appendix II to Part 200

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

2 CFR PART 200

These contract provisions are incorporated by reference or attachment into all contracts with your company when TIPS or its members purchase is with federal funds if you respond to a TIPS competitive procurement request for proposals or bid..

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

Federal Rule (1) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to Federal Rule (1) above, when federal funds are expended by TIPS or its members, TIPS or its members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES LC Initial of Authorized Company Official

Federal Rule (2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (2) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. TIPS OR ITS MEMBERS reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the TIPS OR ITS MEMBERS. Any award under this procurement process is not exclusive and the District reserves the right to purchase goods and services from other vendors when it is in the best interest of the District.

Does vendor agree? YES LC Initial of Authorized Company Official

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

2 CFR PART 200 Contract Provisions

Pursuant to Federal Rule (3) above, when federal funds are expended by TIPS OR ITS MEMBERS, for all construction contracts awarded by grantees and their contractors or subgrantees, the proposer certifies that during the term of an award, when federal funds are expended, by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor will be in compliance with Equal Opportunity Employment laws specifically Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60.

Does vendor agree? YES LC Initial of Authorized Company Official

Federal Rule (4) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (4) above, when federal funds are expended by TIPS OR ITS MEMBERS, during the term of an award for all contracts and subgrants for construction or repair, when Federal Funds are expended, by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor will be in compliance with all provisions listed or referenced therein.

Does vendor agree? YES LC Initial of Authorized Company Official

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

Pursuant to Federal Rule (5) above, when federal funds are expended by TIPS OR ITS MEMBERS, the proposer certifies that during the term of an award by the TIPS OR ITS MEMBERS resulting from this procurement process for construction contracts awarded by grantees and subgrantees the proposer agrees to be in compliance with all requirements listed or referenced therein.

Does vendor agree? YES LC Initial of Authorized Company Official

Federal Rule (6) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a

2 CFR PART 200 Contract Provisions

small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (6) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires that the proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting from this procurement process the vendor agrees to the terms listed and referenced therein.

Does vendor agree? YES LC Initial of Authorized Company Official

Federal Rule (7) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (7) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires that the proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting from this procurement process the vendor agrees to the terms listed and referenced therein.

Does vendor agree? YES LC Initial of Authorized Company Official

Federal Rule (8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award \$25,000 or greater (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (8) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires the proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor certifies that they are not debarred from receiving a contract from the federal government as provided therein.

Does vendor agree they are not debarred as specified above ? YES LC Initial of Authorized Company Official

Federal Rule (9) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (9) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires the proposer certify that during the term and after the awarded term of an award by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor certifies to the terms included or referenced in Federal Rule 9 above.

2 CFR PART 200 Contract Provisions

Does vendor certify to the provisions in Federal Rule (9) above? YES LC Initial of Authorized Company Official

Federal Rule (10) 2 CFR 200.233 Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Pursuant to Federal Rule (10) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires the proposer certify that the awarded vendor retain all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Does vendor agree? YES LC Initial of Authorized Company Official

Federal Rule (11) 2 CFR §200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

Pursuant to Federal Rule (11) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor will be in compliance with mandatory standards and policies relating to Procurement of recovered materials which are listed above.

Does vendor agree they will comply? YES LC Initial of Authorized Company Official

Company Name Lemons Auctioneers, LLP.

Print name of authorized representative Lori Lemons-Campbell

Signature of authorized representative 

Date 8/23/16

Signature above acknowledges all provisions in this four page document and the vendor/proposer/bidder responses herein to the 11 rules.

SUSPENSION OR DEBARMENT CERTIFICATE

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$25,000.00. Contractors receiving individual awards for \$25,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, this bidder:

Certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the EDGAR, §200.212 Suspension and debarment.

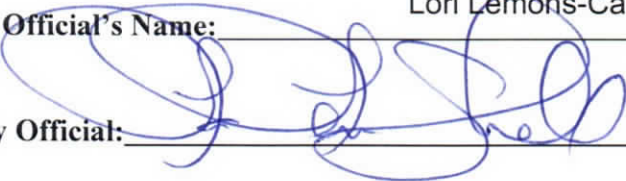
Vendor Name: Lemons Auctioneers, LLP.

Vendor Address: 18810 Juergen Rd., Tomball, Texas 77377

Vendor E-mail Address: lemons@lemonsauctioneers.com

Vendor Telephone: 800-243-1113

Authorized Company Official's Name: Lori Lemons-Campbell

Signature of Company Official: 

Date: 8/23/16

FELONY CONVICTION NOTICE

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice:

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

Complete only one of the three below: A or B or C.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Official: Lori Lemons-Campbell
Print Authorized Company Official's Name

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

Signature of Authorized Company Official: _____

B. My firm is not owned nor operated by anyone who has been convicted of a felony:

Signature of Authorized Company Official:  _____

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

Signature of Authorized Company Official: _____

CONTRACT Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in compliance with the terms, specifications and conditions at the prices quoted unless noted in writing. The undersigned further certifies that he or she is an authorized agent of the company and has authority to negotiate and contract for the company named below.

Company Name: Lemons Auctioneers, LLP. and Online Pros

Mailing Address: 18810 Juergen Road

City: Tomball

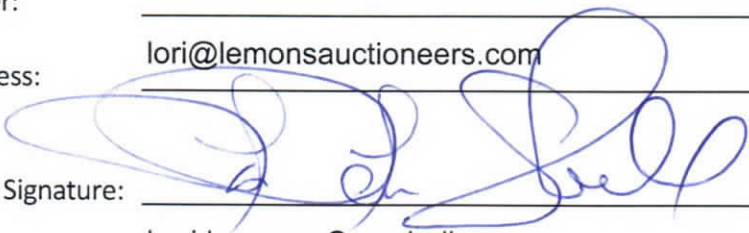
State: Texas

Zip: 77377

Telephone Number: (800) 243-1113

Fax Number: (281) 357-4974

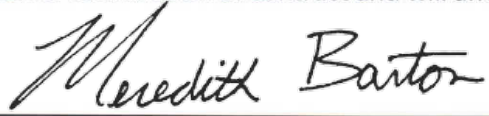
Email Address: lori@lemonsauctioneers.com

Authorized Signature: 

Printed Name: Lori Lemons-Campbell

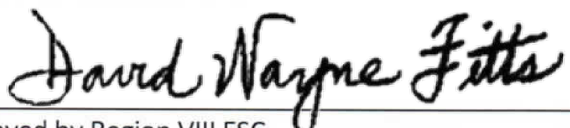
Position: Co-Owner/General Manager

This contract is for a total TERM of one year with the option of two additional years. Vendors shall honor the participation fee for any sales made based on the TIPS contract. Failure to pay the fee will be grounds for termination of contract and will affect the award of future contracts.



TIPS Authorized Signature

October 27, 2016
Date



Approved by Region VIII ESC

October 27, 2016
Date

| |
|------------|
| References |
|------------|

**** Must have at least 3 References. References must be School, City, County, University, State Agency or Other Government.**

| Organization | City | State | Contact Name | Contact Phone |
|-----------------------|-------------|-------|----------------|----------------|
| St. Edward University | Austin | Texas | James Gonzales | (512)569-3080 |
| Splendora ISD | Splendora | Texas | Tammy Butts | (281) 689-4443 |
| Southside ISD | San Antonio | Texas | Joesph Alaniz | (210)882-1600 |

SERVICES

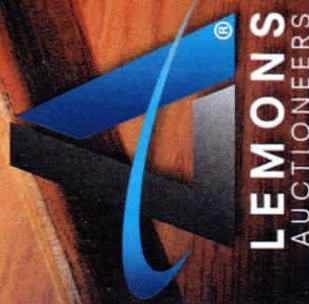
What does Lemons Auctioneers offer?

- 90+ years of aggregate experience
- Experienced, knowledgeable, licensed auctioneers
- Numerous industry certifications
- Mobile office
- Live and online auctions
- Custom software
- Personal property appraisals and price consultation
- Full-service, results-centric approach
- Targeted marketing support
- Expedient and helpful customer service
- Large customer base
- Onsite, live operations
- Skilled staff
- Auditing and quality assurance



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18810 Juergen Road • Tomball, Texas

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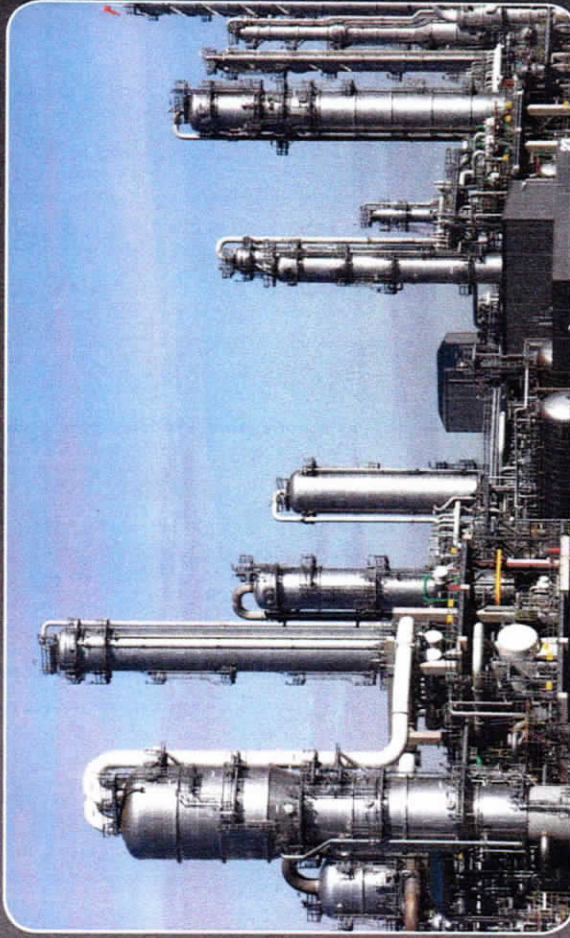
MUNICIPALITIES • COUNTIES • SCHOOL DISTRICTS

As a member of multiple Texas purchasing cooperative networks, Lemons Auctioneers offers auction services to municipalities, counties, school districts, and other local and federal governmental entities.

Our combined decades of experience and marketing expertise give us the skill to secure the highest bids for your items and the ability to design innovative solutions for selling both popular and hard-to-move items.



INDUSTRY



PETRO CHEMICAL • OIL/GAS REFINERY • SERVICE

Our auctioneers carry an array of certifications, making Lemons Auctioneers the perfect candidate for a variety of projects. Lemons was founded based on serving the oil industry and counts many oil companies among its present and past clients.

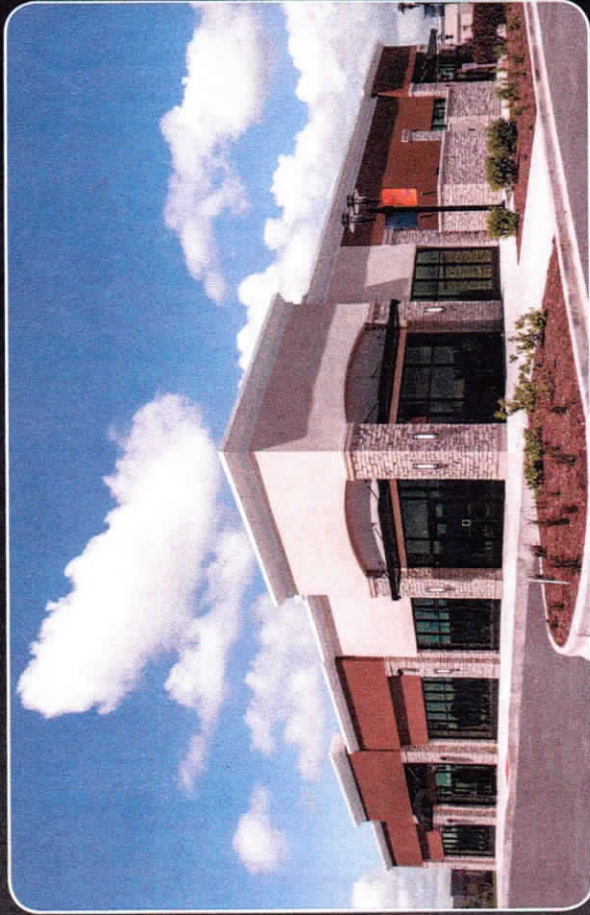
Our clients range from petrochemical plants, oil and gas refineries, to service companies. Our auctioneers are specialized in many fields, and they are equipped and licensed to take care of every one of your asset liquidation projects.

Lemons Auctioneers, LLP • Online Pros
18810 Juergen Road • Tomball, Texas

(800) 243-1113 | Fax: (281) 357-4974 | Email: lemons@lemonsauctioneers.com

www.lemonsauctioneers.com | onlinepros.com

REAL ESTATE



COMMERCIAL • LAND • RESIDENTIAL

We offer award-winning real estate services for commercial, residential and undeveloped property. Our licensed realtors, nationally recognized for their skill, provide effective marketing services through the use of our diverse client database. Real estate services include traditional listings and both live and online auctions, all designed to make your real estate sale easy.



BUSINESS



MANUFACTURING • CONSTRUCTION • RESTAURANT

Since 1968, Lemons Auctioneers has been helping businesses extract more value and liquidate surplus assets more efficiently. Your auctioneer will personally oversee your account and will be matched depending on his or her specialization in your industry. Our team has the knowledge and skill to handle any size auction for nearly every type of business, including

- Construction and earth moving • Agricultural and farm sales • Machine shops
- Lumber yards • Small businesses • Manufacturing facilities • Auto shops
- High-tech industries • Banks and lending institutions • Restaurants

Our experienced auctioneers will act with your best interests in mind and pursue the objectives that you establish. Our time proven approach gives you the best opportunity to get the most from your inventory. We offer live and online auctions at your location or our facility, and we leverage our marketing expertise to get the widest possible pool of quality bidders.



HISTORY

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, 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.



Lemons Auctioneers in 2009 reorganized its online site by launching a new division, Online Pros. Online Pros 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 businesses or specialty industries. Online Pros is owned and operated by Lemons Auctioneers, LLP.

The owners at Lemons Auctioneers, LLP 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 live or online auction!

Lemons Auctioneers, LLP. and Online Pros, your #1 live and online auction source.

Lemons Auctioneers Team Profile



Lori Lemons-Campbell, CAI, PRI

Management — Co-Owner, General Manger, 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, Operations Manager - 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

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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.



Ernie Croucher

Staff-Lead Auctioneer, Appraiser

TDLR #7561 (Ready to Fulfill Contract Duties)

Ernie has been a full time auctioneer from 1982 to the present and holds Texas Auctioneers License #7561. He is a lead Auctioneer for Lemons Auctioneers LLP and lives in Richmond, Texas. He is also licensed and bonded in Florida, Georgia, and Alabama. He has experience selling for regional and national auction companies. A graduate of Auburn University and I.Q. School of Auctioneering and Certified Appraisers Course of Study.

Lisa Finley

Staff – AP/AR & HR Manager

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Lisa is the AP/AR & HR Manager for Lemons Auctioneers, LLP and Online Pros. She manages accounts payable, accounts receivable, human resources and compliance, vehicle titles and is the head cashier for live auctions. Lisa is a key member of Lemons Auctioneers, LLP and Online Pros, with a solid background in tax preparation and general accounting. Lisa is from Vidor, Texas and graduated with an AAS in Accounting from Lamar Institute of Technology in Beaumont, Texas. Lisa has been a strong contributor with Lemons Auctioneers, LLP and Online Pros since August 2010



Angela Hernandez

Staff – Customer Service Manager/Bilingual Support

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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

Staff – IT Specialist, Customer Care

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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

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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.

