

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NUMBER 7-23-70-52-03
ONLINE AUCTION SERVICES

New Mexico NASPO ValuePoint Master Agreement Number 20-00000-22-00051AE
The Public Group of California, LLC dba Public Surplus (Contractor)

This Participating Addendum Number 7-23-70-52-03 is entered into between the State of California, Department of General Services (hereafter referred to as “State” or “DGS”) and The Public Group of California, LLC dba Public Surplus (hereafter referred to as “Contractor”) under the lead state of New Mexico NASPO ValuePoint Master Agreement Number 20-00000-22-00051AE.

1. SCOPE

- A. This Participating Addendum provides online auction services under the New Mexico NASPO ValuePoint Master Agreement. The New Mexico NASPO ValuePoint Master Agreement is hereby incorporated by reference. Service categories included under this Participating Addendum are identified in Section 5 (Available Products and Services).
- B. This Participating Addendum is available for use by California state agencies and local governments. A local government is defined as any city, county, city and county, district, or other local governmental body, school district or corporation empowered to expend public funds. The [State Agency Listing](https://www.ca.gov/agenciesall/) (<https://www.ca.gov/agenciesall/>) provides a comprehensive list of state agencies.
- C. Each local government is to make its own determination whether this Participating Addendum and the New Mexico NASPO ValuePoint Master Agreement are consistent with its procurement policies and regulations.

2. TERM

- A. The term of this Participating Addendum shall begin upon signature approval by the State and will end September 1, 2024, or upon termination by the State, whichever occurs first.
- B. Lead state amendments to extend the NASPO ValuePoint Master Agreement term date are not automatically incorporated into this Participating Addendum. Extension(s) to the term of this Participating Addendum will be through a written amendment upon mutual agreement between the State and the Contractor.
- C. Order placement and execution shall be on or before the expiration of this Participating Addendum. However, delivery of products or completion of services may be up to 120 days after the Participating Addendum expiration date.

3. TERMS AND CONDITIONS/INCORPORATION OF DOCUMENTS

A. Terms and conditions listed below are hereby incorporated by reference and made a part of this Participating Addendum as if attached herein and shall apply to the purchase of goods or services made under this Participating Addendum.

- 1) General Provisions – Information Technology (GSPD-401IT) effective 6/21/2022.

4. ORDER OF PRECEDENCE

A. In the event of any inconsistency between the articles, attachments, or provisions which constitute this agreement, the following descending order of precedence shall apply:

- 1) California Participating Addendum Number 7-23-70-52-03.
- 2) New Mexico NASPO ValuePoint Master Agreement Number 20-00000-22-00051AE.

5. AVAILABLE PRODUCTS AND SERVICES

A. The service offerings from the New Mexico NASPO ValuePoint Master Agreement Number 20-00000-22-00051AE allowed under this Participating Addendum include:

- 1) Tier 1 – Use of Website
- 2) Tier 2 – Use of Website and Accounting

6. RESTRICTIONS/DISALLOWED PRODUCTS AND SERVICES (STATE AGENCIES ONLY)

A. Product and service categories that are available on mandatory California statewide contracts cannot be purchased from this Participating Addendum by state agencies without an exemption. State agencies are responsible for obtaining a mandatory statewide contract exemption from DGS prior to issuing a purchase order.

7. PRICING

A. Contractor's pricing is outlined in the approved California NASPO ValuePoint Price Schedule posted on the State's Cal eProcure website.

B. Pricing shall be the maximum pricing for the entire Participating Addendum term, unless an adjustment is approved by the State and incorporated through an amendment to the Participating Addendum.

C. Contractor shall submit pricing change requests to the State Contract Administrator for approval. Contractor shall not add new tiers, fee categories or

services that were not originally included in the NASPO ValuePoint Master Agreement.

8. AUTHORIZED RESELLERS

Authorized Resellers will not be used for this Participating Addendum.

9. SUBCONTRACTORS

Subcontractors will not be used for this Participating Addendum.

10. ORDERING AGENCY RESPONSIBILITIES

- A. State agency and local government use of this Participating Addendum is optional.
- B. State agencies and local governments must follow the ordering procedures outlined within the User Instructions guide, administered by the State Contract Administrator, to execute orders against this Participating Addendum. User Instructions are posted on the State's Cal eProcure website.
- C. All purchase orders executed under this Participating Addendum shall include the Participating Addendum Number 7-23-70-52-03.

11. STATE AGENCY BUY RECYCLED CAMPAIGN (SABRC)

SABRC is not applicable for this Participating Addendum.

12. DELIVERY

- A. Delivery shall occur as negotiated between ordering agency and Contractor and included in the purchase order, or as otherwise stipulated in the NASPO ValuePoint Master Agreement.

13. INVOICING AND PAYMENT

- A. Payment will be made in accordance with IT General Provisions Paragraph 30 (Required Payment Date).
- B. Invoices shall be sent to the address identified in the ordering agency's purchase order. The Participating Addendum Number and ordering agency purchase order number shall appear on each invoice for all purchases placed under this Participating Addendum.
- C. Contractor will accept the State of California credit card (CAL-Card) for payment of invoices.

14. USAGE REPORTING

- A. Contractor shall submit usage reports on a quarterly basis to the State Contract Administrator for all California entity purchases using the report template attached hereto as Attachment A. The report is due even when there is no activity.
- B. The State Contract Administrator reserves the right to modify Attachment A and require Contractor to provide additional order information during the course of this Participating Addendum.
- C. The report shall be an Excel spreadsheet transmitted electronically to the [DGS Cooperatives mailbox](mailto:PD Cooperatives@dgs.ca.gov) (PD Cooperatives@dgs.ca.gov).
- D. Any report that does not follow the required format or that excludes information will be deemed incomplete. Contractor will be responsible for submitting corrected reports within five (5) business days of the date of written notification from the State.
- E. Tax must not be included in the report, even if it is on the purchase order.
- F. Reports are due for each quarter as follows:

| Reporting Period | Due Date |
|--------------------------|------------|
| January 1 to March 31 | April 30 |
| April 1 to June 30 | July 31 |
| July 1 to September 30 | October 31 |
| October 1 to December 31 | January 31 |

- G. Failure to meet reporting requirements and submit the reports on a timely basis shall constitute grounds for suspension of this Participating Addendum.
- H. Time extensions may be approved only if all due reports have been submitted to the State.

15. ADMINISTRATIVE FEE

- A. Contractor is required to remit to DGS an administrative fee amount equal to 1.25% of the supplier fees for the quarterly reporting period less freight, taxes, returned products and credits. (For example, if the supplier fees charged to buyers and sellers for the reporting quarter totals \$100,000.00, the administrative fee due to DGS would be \$1,250.00.)
- B. The administrative fee shall not be included as an adjustment to Contractor's NASPO ValuePoint Master Agreement pricing.
- C. The administrative fee shall not be invoiced or charged to the ordering agency.

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- D. Payment of the administrative fee is due irrespective of payment status from ordering agencies.
- E. Payment may be made in the form of an electronic payment using the [LPA Payment Portal website](https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Access-LPA-Payment-Portal) (https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Access-LPA-Payment-Portal) or by submitting a check payable to the State of California, Department of General Services.
- F. Administrative fee payments made by check must include the Participating Addendum Number on the check and be submitted to the following address:

Department of General Services
Procurement Division
Attn: MAPS Payment Processing
707 Third Street, 2nd Floor
West Sacramento, CA 95605

- G. Administrative fee payments are due for each quarter as follows:

| Reporting Period | Due Date |
|--------------------------|------------|
| January 1 to March 31 | April 30 |
| April 1 to June 30 | July 31 |
| July 1 to September 30 | October 31 |
| October 1 to December 31 | January 31 |

- H. Failure to meet administrative fee requirements and submit fees on a timely basis shall constitute grounds for suspension of this Participating Addendum.

16. CONTRACT MANAGEMENT

- A. The primary Contractor Contract Manager for this Participating Addendum shall be as follows:

| Contractor | Contract Manager |
|------------|--|
| Name: | Zackary Corbett |
| Phone: | (801) 932-7000 Ext. 153 |
| Fax: | N/A |
| Email: | zackaryc@thepublicgroup.com |

| Contractor | Contract Manager |
|-------------------|---|
| Address: | The Public Group of California, LLC dba Public Surplus Attn: Zackary Corbett 3520 North University Avenue Provo, UT 84605 |

B. The State Contract Administrator for this Participating Addendum shall be as follows:

| State | Contract Administrator |
|--------------|---|
| Name: | Maureen Seiferling |
| Phone: | (279) 946-8226 |
| Email: | Maureen.Seiferling@dgs.ca.gov |
| Address: | State of California Department of General Services Procurement Division 707 Third Street, 2nd Floor, MS 2-202 West Sacramento, CA 95605 |

C. Should the contact information for either party change, the party will provide written notice with updated information no later than ten (10) business days after the change.

17. TERMINATION OF AGREEMENT

The State may terminate this Participating Addendum at any time upon 30 days prior written notice to the Contractor. Upon termination or other expiration of this Participating Addendum, each party will assist the other party in orderly termination of the Participating Addendum and the transfer of all assets, tangible, and intangible, as may facilitate the orderly, non-disrupted business continuation of each party. This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

18. AMENDMENT

No amendment or variation of the terms of this Participating Addendum shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in the Participating Addendum is binding on any of the parties.

19. NEWS RELEASES

Unless otherwise exempted, news releases, endorsements, advertising, and social media content pertaining to this Participating Addendum shall not be made without prior written approval from the State.

20. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Participating Addendum. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the State.

21. AGREEMENT

- A. This Participating Addendum and the Master Agreement together with its exhibits and/or amendments, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations, or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the Master Agreement, together with its exhibits and/or amendments, shall not be added to or incorporated into this Participating Addendum or the Master Agreement and its exhibits and/or amendments, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Master Agreement and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.
- B. By signing this Participating Addendum, Contractor agrees to offer the same products/services available on the New Mexico NASPO ValuePoint Master Agreement Number 20-00000-22-00051AE, at prices equal to or lower than the prices on that agreement.

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IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

STATE OF CALIFORNIA

Department of General Services

Agency Name

Authorized Signature Date Signed

Julie Matthews, MAU2 Supervisor

Printed Name/Title of Person Signing

707 Third Street
West Sacramento, CA 95605

Address

CONTRACTOR

The Public Group of California, LLC dba
Public Surplus

Contractor Name

Digitally Signed by
Zack Corbett
Date: 2023.05.01
11:44:02

Zackary Corbett

Authorized Signature Date Signed

Zackary Corbett, Product Manager

Printed Name/Title of Person Signing

3520 North University Avenue
Provo, UT 84605

Address

Attachment A – Usage Report (Template Key)

ATTACHMENT A
Usage Report: Online Auction Services
(revised 04.15.23)

Usage Report (Template Key)

| | |
|--|--|
| Participating Addendum #: | 7-23-70-52-03 |
| Contractor Name: | The Public Group of California, LLC dba Public Surplus |
| Reporting Period: | QX YYYY |
| Total Seller Received Amount: | \$10.39 |
| Total Supplier Fees: | \$5.26 |
| Administrative Fee (1.25% of Supplier Fees): | \$0.07 |

| Column Number | Column A | Column B | Column C | Column D | Column E | Column F | Column G | Column H | Column I | Column J |
|---------------|---|---|--------------------------------|--|--|---|--|--|---|--|
| Column Name | Ordering Agency Name | State/Local Agency | Auction End Date | Item Description | Bid Amount | Buyer Supplier Fees | Seller Supplier Fees | Total Supplier Fees | Seller Rebate | Seller Received Amount |
| Description | State agency or local government agency name as described on the purchase document. | Agency (county, city, or agency as a "State" or "Local" entity as applicable) | Date the auction is completed. | Information about the surplus commodity being auctioned. | High Bid Amount of auctioned item excluding auction (supplier) fees. | Auction (supplier) fees charged to the buyer applied to Bid Amount. When providing usage reports, the Buyer Supplier Fees should reflect auction (supplier) fees charged to the buyer, if any, in accordance with Attachment C - Price Agreement or discounted fees, if applicable, offered under the Participating Addendum. | Auction (supplier) fees charged to the seller applied to Bid Amount. When providing usage reports, the Seller Supplier Fees should reflect auction (supplier) fees charged to the seller, if any, in accordance with Attachment C - Price Agreement or discounted fees, if applicable, offered under the Participating Addendum. | Total Supplier Fees = Buyer Supplier Fees + Seller Supplier Fees | Seller (if any) Amount * Rebate Percentage (if any). When providing usage reports, the Rebate Percentage should reflect rebate to the seller, if any, in accordance with Attachment C - Price Agreement or offered under the Participating Addendum, if applicable. | Seller Received Amount = Bid Amount - Seller Supplier Fees + Seller Rebate (if any). When providing usage reports, the Seller Supplier Fees and Seller Rebate (if any) should reflect seller fees/rebate in accordance with Attachment C - Price Agreement or offered under the Participating Addendum, if applicable. |
| Format | Text | Text | Date | Text | Currency | Currency | Currency | Currency | Currency | Currency |
| Example | Department of General Services | State | 05/15/23 | Misc Knives/Multi Tools | \$891.00 | \$17.28 | \$0.00 | \$17.28 | \$3.64 | \$898.64 |
| Example | City of Los Angeles | Local | 05/15/23 | Power Inverter | \$123.00 | \$3.08 | \$2.46 | \$5.54 | \$0.00 | \$120.54 |
| Example | California Department of Corrections and Rehabilitation | State | 05/15/23 | Used Sharp MX-M453 N Copier | \$52.00 | \$1.30 | \$0.00 | \$1.30 | \$0.00 | \$52.00 |
| Example | County of San Bernardino | Local | 05/15/23 | Computer Wheel Balancer | \$140.00 | \$3.50 | \$2.80 | \$6.30 | \$1.75 | \$138.95 |

Attachment A – Usage Report

ATTACHMENT A
Usage Report: Online Auction Services
 (revised 04.15.23)

| | |
|--|--|
| Participating Addendum #: | 7-23-70-52-03 |
| Contractor Name: | The Public Group of California, LLC dba Public Surplus |
| Reporting Period: | QX YYYY |
| Total Seller Received Amount: | |
| Total Supplier Fees: | |
| Administrative Fee (1.25% of Supplier Fees): | |

| Column A Ordering Agency Name | Column B State/Local Agency | Column C Auction End Date | Column D Item Description | Column E Bid Amount | Column F Buyer Supplier Fees | Column G Seller Supplier Fees | Column H Total Supplier Fees (Column F+G) | Column I Seller Rebate (if any) | Column J Seller Received Amount (Column E-G+I) |
|----------------------------------|--------------------------------|------------------------------|------------------------------|------------------------|---------------------------------|----------------------------------|--|------------------------------------|---|
| | | | | | | | | | |