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# STATE OF UTAH CONTRACT

Contract #

199805

1. This agreement is between the following agency of the State of Utah: UDOT

**DEPARTMENT OF TRANSPORTATION** 810 **Procurement/UDOT Right of Way Division**  
to be referred to as STATE, and the following supplier to be referred to as CONTRACTOR:

<b>Company:</b>	<b>SVN Auction Services, LLC</b>	<b>Contact Person:</b>	<b>Louis B. Fisher, III</b>
<b>Address:</b>	<b>6615 W. Boynton Beach Blvd., Suite 326</b>	<b>Phone Number:</b>	<b>954-931-0592</b>
<b>City, State, Zip:</b>	<b>Boynton Beach FL 33437</b>	<b>E-mail address:</b>	<b>fisherl@svn.com</b>
		<b>Vendor Code:</b>	<b>VC224384</b>
		<b>Commodity Code(s):</b>	<b>96258</b>

**LEGAL STATUS OF CONTRACTOR:**

Sole Proprietor     Non-Profit Corporation     For Profit Corporation     Partnership     LLC

2. **CONTRACT TYPE & PURPOSE:**

Requirements     Multiple Award     Firm Fixed Price     Other:

To provide: Electronic Online Auction & Listing Service for the Utah Department of Transportation Right of Way Division.

3. **PROCUREMENT:** This contract is entered into as a result of the Procurement process on Bid # #DOT180716LD  
PSO Requisition #: 2018-0716    FY: 2019

4. **CONTRACT PERIOD:** Effective date: 10/22/2018    Termination date: 10/21/2023  
Contract will expire on this date unless terminated early.

5. **CONTRACT COSTS:** No maximum allowance has been pre-set. See Attachment D, itemized pricing.

6. **ATTACHMENT A:** Terms and Conditions for Professional Services  
**ATTACHMENT B:** Terms and conditions for Div. of Technical Services  
**ATTACHMENT C:** Scope of Work  
**ATTACHMENT D:** Pricing

Any conflicts between Attachment A and other attachments will be resolved in favor of Attachment A.

7. **DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:**

A. All other governmental laws, regulations or actions applicable to the goods and/or services authorized by this contract.  
B. Utah State Procurement Code, Procurement Rules and Contractor's responses to Bid# DOT180716LD, dated 08/28/2018.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

**CONTRACTOR**

**STATE OF UTAH**

*Louis B. Fisher III*    Dec 17, 2018

*[Signature]*    Dec 20, 2018

Contractor's Signature

UDOT Procurement Services

Date

Contractor's Business Name

*[Signature]*  
Director of Operations

Dec 21, 2018

Date

*[Signature]*  
Executive, DTS

12/26/2018  
Date

*Kristi Barney*

Jan 2, 2019

Title

Contract Administrator    Comptroller's Office

Date

**LaDonna Haslem**    801-965-4068    lhaslem@utah.gov  
Agency Contact Person    Phone Number    E-mail address

**Rod McDaniels**    801 633-6219    Rmcdaniels@utah.gov  
Division Contact Person    Phone Number    E-mail address

## ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR SERVICES

This is for a contract for services (including professional services) meaning the furnishing of labor, time, or effort by a contractor.

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
  - a) "**Confidential Information**" means information that is deemed as confidential under applicable state and federal laws, including personal information. The State Entity reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
  - b) "**Contract**" means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" may include any purchase orders that result from this Contract.
  - c) "**Contract Signature Page(s)**" means the State of Utah cover page(s) that the State Entity and Contractor sign.
  - d) "**Contractor**" means the individual or entity delivering the Services identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
  - e) "**Custom Deliverable**" means the Work Product that Contractor is required to deliver to DTS under this Contract.
  - f) "**Services**" means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services include, but are not limited to, all of the deliverable(s) (including Custom Deliverable, supplies, equipment, or commodities) that result from Contractor performing the Services pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code.
  - g) "**Proposal**" means Contractor's response to the State Entity's Solicitation.
  - h) "**Solicitation**" means the documents used by the State Entity to obtain Contractor's Proposal.
  - i) "**State Entity**" means the department, division, office, bureau, agency, or other organization identified on the Contract Signature Page(s).
  - j) "**State of Utah**" means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
  - k) "**Subcontractors**" means subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Contractor, and includes all independent contractors, agents, employees, authorized resellers, or anyone else for whom the Contractor may be liable at any tier, including a person or entity that is, or will be, providing or performing an essential aspect of this Contract, including Contractor's manufacturers, distributors, and suppliers.
  - l) "**Work Product**" means every invention, modification, discovery, design, development, customization, configuration, improvement, process, software program, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by Contractor or Contractor's Subcontractors (either alone or with others) pursuant to this Contract. Work Product shall be considered a work made for hire under federal, state, and local laws; and all interest and title shall be transferred to and owned by DTS. Notwithstanding anything in the immediately preceding sentence to the contrary, Work Product does not include any DTS intellectual property, Contractor's intellectual property (that it owned or licensed prior to this Contract) or Third Party intellectual property.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Procurement Items delivered and/or performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. If this Contract is funded by federal funds, either in whole or in part, then any federal regulation related to the federal funding, including CFR Appendix II to Part 200, will supersede this Attachment A.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by the State Entity to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, the State of Utah, federal auditors, and State Entity staff, access to all such records.
5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process and to sole sources that are included within a Request for Proposal.
  1. Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
  2. Contractor shall require that each of its Subcontractors certify by affidavit, as to their own entity, under penalty of perjury, that each Subcontractor has registered and is participating in the Status Verification System to verify the work eligibility status of Subcontractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
  3. Contractor's failure to comply with this section will be considered a material breach of this Contract.
6. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State Entity or the State of Utah, unless disclosure has been made to the State Entity.

7. **INDEPENDENT CONTRACTOR:** Contractor and Subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State Entity or the State of Utah.
8. **INDEMNITY:** Contractor shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless the State Entity and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Contractor's performance of this Contract caused by any intentional act or negligence of Contractor, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole fault of the State Entity. The parties agree that if there are any limitations of the Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.
9. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by federal and state employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the workplace. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.
11. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. Contractor must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
12. **TERMINATION:** This Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and is subject to the remedies listed below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by the State Entity, upon thirty (30) days written termination notice being given to the Contractor. The State Entity and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved Services ordered prior to date of termination.

Contractor shall be compensated for the Services properly performed under this Contract up to the effective date of the notice of termination. Contractor agrees that in the event of such termination for cause or without cause, Contractor's sole remedy and monetary recovery from the State Entity or the State of Utah is limited to full payment for all Services properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of Contractor having to terminate other contracts necessarily and appropriately entered into by Contractor pursuant to this Contract. In no event shall the State Entity be liable to the Contractor for compensation for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State Entity's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State Entity for any damages or claims arising under this Contract.

13. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the State Entity, if the State Entity reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State Entity's ability to pay under this Contract. A change of available funds as used in this paragraph includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

If a written notice is delivered under this section, the State Entity will reimburse Contractor for the Services properly ordered until the effective date of said notice. The State Entity will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

14. **SUSPENSION OF WORK:** Should circumstances arise which would cause the State Entity to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by written notice. Contractor's responsibilities may be reinstated upon advance formal written notice from the State Entity.
15. **SALES TAX EXEMPTION:** The Services under this Contract will be paid for from the State Entity's funds and used in the exercise of the State Entity's essential functions as a State of Utah entity. Upon request, the State Entity will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the State Entity's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
16. **CONTRACTOR'S INSURANCE RESPONSIBILITY.** The Contractor shall maintain the following insurance coverage:
  - a. Workers' compensation insurance during the term of this Contract for all its employees and any Subcontractor employees related to this Contract. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction.

- b. Commercial general liability [CGL] insurance from an insurance company authorized to do business in the State of Utah. The limits of the CGL insurance policy will be no less than one million dollars (\$1,000,000.00) per person per occurrence and three million dollars (\$3,000,000.00) aggregate.
- c. Commercial automobile liability [CAL] insurance from an insurance company authorized to do business in the State of Utah. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in your performance of Services under this Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be \$1 million per occurrence, combined single limit. The CAL insurance policy is required if Contractor will use a vehicle in the performance of this Contract.
- d. Other insurance policies required in the Solicitation.

Certificate of Insurance, showing up-to-date coverage, shall be on file with the State Entity before the Contract may commence.

The State reserves the right to require higher or lower insurance limits where warranted. Failure to provide proof of insurance as required will be deemed a material breach of this Contract. Contractor's failure to maintain this insurance requirement for the term of this Contract will be grounds for immediate termination of this Contract.

**17. RESERVED.**

**18. PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the State Entity and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the State of Utah Department of Transportation, Contractor also agrees that the Contractor's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The State Entity and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.

**19. DELIVERY:** All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State Entity, except as to latent defects or fraud. Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract.

**20. ACCEPTANCE AND REJECTION:** The State Entity shall have thirty (30) days after the performance of the Services to perform an inspection of the Services to determine whether the Services conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Services by the State Entity.

If Contractor delivers nonconforming Services, the State Entity may, at its option and at Contractor's expense: (i) return the Services for a full refund; (ii) require Contractor to promptly correct or reperform the nonconforming Services subject to the terms of this Contract; or (iii) obtain replacement Services from another source, subject to Contractor being responsible for any cover costs.

**21. INVOICING AND PAYMENT TRANSACTIONS:** : All Commission Rates and Fully Burdened Listing Fees identified in the attached Cost Proposal Form are eligible for immediate Contractor payment reimbursement upon final sale and closing of each listed property that conforms to this Contract and the Department's surplus land sale process subject to the following provisions.

1. **Payment Retention Authorization:** Contractor is authorized to retain their approved rates and fees by deducting them directly from final sale price of the subject property prior to depositing the proceeds into the account(s) designated for such with UDOT's Comptroller's Office, provided proper documentation of the amounts retained is provided to UDOT as set forth below.

2. **Minimum Payment Transaction Documentation:** All transactions will be fully documented and transparently disclosed by Contractor through a Contractor-provided comprehensive closing status report. The closing status report will act as the direct invoicing instrument for records management purposes, and it shall meet UDOT Comptroller's Office minimum submission requirements as a "Surplus Land Comptroller's Package."

3. **Sale-Related Proceeds Deposit Time-Frame:** In all cases, all sale-related proceeds must be deposited, and documented with the accompanying closing status report, within three (3) business days after each property closing date.

4. **Low Demand Property Transaction Flexibility:** Special payment arrangements may be made on a case by case basis for low-demand properties that do not sell at the initial auction, and where in the Department's sole determination it is in the public interest to do so.

5. **Listing Fee Payment in Lieu of Department Listing Removal Request:** Contractor may be eligible for all Fully Burdened Listing Fees if the Department requests a listing removal, and Contractor is not at fault for the removal.

6. **Additional Provisions:** UDOT's payment for the Services shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that the UDOT or the State of Utah may have against Contractor. Contractor agrees not to charge end users electronic payment or other fees of any kind. The UDOT has the right to adjust or return any invoice reflecting incorrect pricing.

22. **TIME IS OF THE ESSENCE:** The Services shall be completed by any applicable deadline stated in this Contract. For all Services, time is of the essence. Contractor shall be liable for all reasonable damages to the State Entity, the State of Utah, and anyone for whom the State of Utah may be liable as a result of Contractor's failure to timely perform the Services required under this Contract.
23. **CHANGES IN SCOPE:** Any changes in the scope of the Services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of Services.
24. **PERFORMANCE EVALUATION:** The State Entity may conduct a performance evaluation of Contractor's Services, including Contractor's Subcontractors. Results of any evaluation may be made available to Contractor upon request.
25. **STANDARD OF CARE:** The Services of Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract. Contractor shall be liable to the State Entity and the State of Utah for claims, liabilities, additional burdens, penalties, damages, or third party claims (e.g., another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
26. **REVIEWS:** The State Entity reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
27. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State Entity.
28. **REMEDIES:** Any of the following events will constitute cause for the State Entity to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. The State Entity may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains after Contractor has been provided the opportunity to cure, the State Entity may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the State Entity or the State of Utah; or (v) demand a full refund of any payment that the State Entity has made to Contractor under this Contract for Services that do not conform to this Contract.
29. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. The State Entity may terminate this Contract after determining such delay will prevent successful performance of this Contract.
30. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information.  

Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the State Entity and the State of Utah, including anyone for whom the State Entity or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.

Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the State Entity or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.
31. **PUBLICITY:** Contractor shall submit to the State Entity for written approval all advertising and publicity matters relating to this Contract. It is within the State Entity's sole discretion whether to provide approval, which must be done in writing.
32. **CONTRACT INFORMATION:** Contractor shall provide information regarding job vacancies to the State of Utah Department of Workforce Services, which may be posted on the Department of Workforce Services website. Posted information shall include the name and contact information for job vacancies. This information shall be provided to the State of Utah Department of Workforce Services for the duration of this Contract. This requirement does not preclude Contractor from advertising job openings in other forums throughout the State of Utah.
33. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the State Entity and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State Entity or the State of Utah for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability, such limitations of liability will not apply to this section.
34. **OWNERSHIP IN CUSTOM DELIVERABLES:** In the event that Contractor provides Custom Deliverables to DTS, pursuant to this Contract, Contractor grants the ownership in Custom Deliverables, which have been developed and delivered by Contractor exclusively for DTS and are specifically within the framework of fulfilling Contractor's contractual obligations under this contract. Custom Deliverables shall be deemed work made for hire, such that all intellectual property rights, title and interest in the Custom Deliverables shall pass to DTS, to the extent that the Custom Deliverables are not recognized as work made for hire, Contractor hereby assigns to DTS any and all copyrights in and to the Custom Deliverables, subject to the following:

1. Contractor has received payment for the Custom Deliverables,
2. Each party will retain all rights to patents, utility models, mask works, copyrights, trademarks, trade secrets, and any other form of protection afforded by law to inventions, models, designs, technical information, and applications ("Intellectual Property Rights") that it owned or controlled prior to the effective date of this contract or that it develops or acquires from activities independent of the services performed under this contract ("Background IP"), and
3. Contractor will retain all right, title, and interest in and to all Intellectual Property Rights in or related to the services, or tangible components thereof, including but not limited to (a) all know-how, intellectual property, methodologies, processes, technologies, algorithms, software, or development tools used in performing the Services (collectively, the "Utilities"), and (b) such ideas, concepts, know-how, processes and reusable reports, designs, charts, plans, specifications, documentation, forms, templates, or output which are supplied or otherwise used by or on behalf of Contractor in the course of performing the Services or creating the Custom Deliverables, other than portions that specifically incorporate proprietary or Confidential Information or Custom Deliverables of DTS (collectively, the "Residual IP"), even if embedded in the Custom Deliverables.
4. Custom Deliverables, not including Contractor's Intellectual Property Rights, Background IP, and Residual IP, may not be marketed or distributed without written approval by DTS.

Contractor agrees to grant to DTS a perpetual, irrevocable, royalty-free license to use Contractor's Background IP, Utilities, and Residual IP, as defined above, solely for DTS and the State of Utah to use the Custom Deliverables. DTS reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, for DTS's and the State of Utah's internal purposes, such Custom Deliverables. For the Goods delivered that consist of Contractor's scripts and code and are not considered Custom Deliverables or Work Product, for any reason whatsoever, Contractor grants DTS a non-exclusive, non-transferable, irrevocable, perpetual right to use, copy, and create derivative works from such, without the right to sublicense, for DTS's and the State of Utah's internal business operation under this Contract. DTS and the State of Utah may not participate in the transfer or sale of, create derivative works from, or in any way exploit Contractor's Intellectual Property Rights, in whole or in part.

35. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State Entity and Contractor agree that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically created or manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the State Entity.
36. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
37. **ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.
38. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
39. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. The State Entity, after consultation with the Contractor, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the State Entity appoints such an expert or panel, State Entity and Contractor agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
40. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limit the rights of the State Entity or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.
41. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default or defect in the Services that has not been cured.
42. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
43. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revised April 16, 2018)

## ATTACHMENT B: STATE OF UTAH STANDARD INFORMATION TECHNOLOGY TERMS AND CONDITIONS

This is for a contract of information technology procurement items and must be accompanied by the State of Utah Standard Terms and Conditions. The definitions in Attachment A apply to this Attachment.

### 1. DEFINITIONS:

- a. "Access to Secure State Facilities, Data, and Technology" means Contractor will (A) enter upon secure premises controlled, held, leased, or occupied by the State of Utah; (B) maintain, develop, or have access to any deployed hardware, software, firmware, or any other technology, that is in use by the State of Utah; or (C) have access to or receive any State Data or Confidential Information during the course of performing this Contract.
  - b. "Authorized Persons" means the Contractor's employees, officers, partners, Subcontractors or other agents of Contractor who need to access State Data to enable the Contractor to perform its responsibilities under this Contract.
  - c. "Custom Deliverable" means the Work Product that Contractor is required to deliver under this Contract.
  - d. "Data Breach" means the unauthorized access by a non-authorized person(s) which results in unauthorized acquisition of State Data and compromises the security, confidentiality, or integrity of State Data. It is within State Entity's sole discretion to determine whether the unauthorized access is a Security Incident or a Data Breach.
  - e. "Federal Criminal Background Check" means an in depth background check conducted and processed by the FBI that covers all states. Federal Criminal Background Check reports will show if applicant has had any criminal cases filed against them that violated federal criminal law.
  - f. "Non-Public Data" means data, other than personal data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State of Utah and the federal government because it contains information that is exempt by state, federal and local statutes, ordinances, or administrative rules from access by the general public as public information.
  - g. "Personal Data" means data that includes information relating to a person that identifies the person by a person's first name or first initial and last name and has any of the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account information; including account number, credit or debit card numbers; or protected health information (PHI) relating to a person.
  - h. "Protected Health Information" (PHI) means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer.
  - i. "Security Incident" means the potentially unauthorized access by non-authorized persons to State Data that Contractor believes could reasonably result in the use, disclosure or theft of State Data within the possession or control of the Contractor. A Security Incident may or may not turn into a Data Breach. It is within the State Entity's sole discretion to determine whether the unauthorized access is a Security Incident or a Data Breach.
  - j. "State Data" means all Confidential Information, Non-Public Data, Personal Data, and Protected Health Information that is created or in any way originating with the State of Utah whether such data or output is stored on the State of Utah's hardware, Contractor's hardware, or exists in any system owned, maintained or otherwise controlled by the State of Utah or by the Contractor. State Data also includes any federal data that the State of Utah controls or maintains that is protected under federal laws, statutes, and regulations.
  - k. "Work Product" means every invention, modification, discovery, design, development, customization, configuration, improvement, process, software program, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by Contractor or Contractor's Subcontractors (either alone or with others) pursuant to this Contract. Notwithstanding anything in the immediately preceding sentence to the contrary, Work Product does not include any State of Utah or State Entity intellectual property, Contractor's intellectual property (that it owned or licensed prior to this Contract) or Third Party intellectual property.
2. **CONTRACTOR ACCESS TO SECURE STATE FACILITIES, STATE DATA, AND TECHNOLOGY:** If an employee of Contractor or a Subcontractor is required to complete a Federal Criminal Background Check or said employee of Contractor or a Subcontractor will have Access to Secure State Facilities, State Data, and Technology, Contractor shall provide State Entity with sufficient personal information (at Contractor's own expense) so that a Federal Criminal Background Check may be completed by State Entity, at State Entity's expense.
  3. **DRUG-FREE WORKPLACE:** Contractor agrees to abide by the State Entity's drug-free workplace policies while on the State Entity's premises. The State Entity will provide Contractor with a copy of these written drug-free workplace policies upon request.
  4. **CODE OF CONDUCT:** If Contractor is working at facilities controlled or owned by the State of Utah, Contractor agrees to follow and enforce the State Entity's applicable code of conduct.
  5. **HARDWARE WARRANTY:** Contractor agrees to warrant and assume responsibility for all hardware portions of any Good or Custom Deliverable, that it licenses, contracts, or sells to DTS under this Contract, for a period of one (1) year. Contractor acknowledges that all warranties granted to DTS by the Uniform Commercial Code of the State of Utah apply to this Contract.

Product liability disclaimers and/or warranty disclaimers from Contractor are not applicable to this Contract. In general, the Contractor warrants that the hardware: (a) will perform as specified in the Proposal; (b) will live up to all specific claims listed in the Proposal; (c) will be suitable for the ordinary purposes for which the hardware is used; (d) will be suitable for any special purposes that DTS has relied on Contractor's skill or judgment to consider when it advised DTS about the hardware in the Proposal; (e) the hardware has been properly designed and manufactured; and (f) is free of significant defects or unusual problems about which DTS has not been warned.

6. **SOFTWARE WARRANTY:** Contractor warrants that for a period of ninety (90) days from the date of Acceptance that the software portions of the Procurements Items, that Contractor licenses, contracts, or sells to the State Entity under this Contract, will: (a) perform in accordance with the specific claims provided in the Response and any specifications agreed to in writing between the State Entity and Contractor; (b) be suitable for the ordinary purposes for which such software is used; (c) be suitable for any special purposes that the State Entity has relied on Contractor's skill or judgment to consider when it advised the State Entity about the software in its Response; (d) have been properly designed and manufactured; and (e) be free of significant defects or unusual problems about which the State Entity has not been warned. Contractor shall use commercially reasonable efforts to provide work-around solutions or patches to reported software problems.
7. **UPDATES AND UPGRADES:** Contractor grants to the State Entity a non-exclusive, non-transferable license to use upgrades and updates provided by Contractor during the term of this Contract. Such upgrades and updates are subject to the terms of this Contract. The State Entity shall download, distribute, and install all updates as released by Contractor during the Contract Period.
8. **TECHNICAL SUPPORT AND MAINTENANCE:** If technical support and maintenance is a part of the Procurement Item that Contractor provides under this Contract, Contractor will use commercially reasonable efforts to respond to the State Entity in a reasonable time.
9. **SECURE PROTECTION AND HANDLING OF STATE DATA:** If Contractor is given State Data as part of this Contract, the protection of State Data shall be an integral part of the business activities of Contractor to ensure that there is no inappropriate or unauthorized use of State Data. To the extent that Contractor is given State Data, Contractor shall safeguard the confidentiality, integrity, and availability of the State Data and comply with the conditions outlined below. The State Entity reserves the right to verify Contractor's adherence to the following conditions to ensure they are met during the life of the Contract:
  1. **Network Security:** Contractor agrees at all times to maintain network security that - at a minimum - includes: network firewall provisioning, intrusion detection, and regular third party penetration testing. Contractor also agrees to maintain network security that conforms to one of the following:
    - (1) Those standards the State of Utah applies to its own network, found outlined in *DTS Policy 5000-0002 Enterprise Information Security Policy* (copy available upon request);
    - (2) Current standards set forth and maintained by the National Institute of Standards and Technology, including those at: <http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-53r4.pdf>; or
    - (3) Any generally recognized comparable standard that Contractor then applies to its own network and is approved by the State Entity in writing.
  2. **State Data Security:** Contractor agrees to protect and maintain the security of State Data with protection that is at least as good as or better than that maintained by the State of Utah as identified in *DTS Policy 5000-0002*. These security measures include but are not limited to maintaining secure environments that are patched and up to date with all appropriate security updates as designated (ex. Microsoft Notification). The State Entity reserves the right to determine if Contractor's level of protection adequately meets the State Entity's security requirements.
  3. **State Data Transmission:** Contractor agrees that any and all transmission or exchange of system application data with the State Entity shall take place via secure means (ex. HTTPS or FTPS).
  4. **State Data Storage:** Contractor agrees that all State Data will be stored and maintained in data centers in the United States. Contractor agrees that no State Data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, except for devices that are used and kept only at Contractor's United States data centers, unless such medium is part of the Contractor's designated backup and recovery process. Contractor shall permit its employees and Subcontractors to access non-State Data remotely only as required to provide technical support. Contractor may provide technical user support on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited by this contract.
  5. **State Data Encryption:** Contractor agrees to store all data provided to Contractor, including State, as well as any backups made of that data, in encrypted form using no less than 128 bit key and include all data as part of a designated backup and recovery process.
  6. **Password Protection:** Contractor agrees that any portable or laptop computer that has access to the State Entity or State of Utah network, or stores any State Data is equipped with strong and secure password protection.
  7. **State Data Re-Use:** Contractor agrees that any and all data exchanged shall be used expressly and solely for the purpose enumerated in this Contract. Contractor further agrees that no State Data of any kind shall be transmitted, exchanged, or otherwise passed to other Contractors or interested parties except on a case-by-case basis as specifically agreed to in writing by the State Entity.
  8. **State Data Destruction:** The Contractor agrees that upon expiration or termination of this Contract it shall erase, destroy, and render unreadable all State Data from all non-state computer systems and backups, and certify in writing that these actions have been completed within thirty (30) days of the expiration or termination of this Contract or within seven (7) days of the request of the



State Entity, whichever shall come first, unless the State Entity provides Contractor with a written directive. It is understood by the parties that the State Entity's written directive may request that certain data be preserved in accordance with applicable law.

9. **Services Shall Be Performed Within United States:** Contractor agrees that all of the services related to State Data will be performed by Contractor and Subcontractor(s) within the borders and jurisdiction of the United States.
10. **SECURITY INCIDENT NOTIFICATION:** Contractor shall immediately inform the State Entity of any Security Incident. Contractor may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement and seeking external expertise as mutually agreed upon, defined by law or contained in this Contract. Discussing Security Incidents with the State Entity should be handled on an urgent, as-needed basis as part of Contractor's communication and mitigation processes, defined by law or contained in this Contract.
11. **DATA BREACH RESPONSIBILITIES:** Contractor agrees to comply with all applicable laws that require the notification of individuals in the event of a Data Breach or other events requiring notification in accordance with DTS Policy 5000-0002 Enterprise Information Security Policy (copy available upon request). Contractor shall immediately inform the State Entity of any Data Breach. In the event of a Data Breach or other event requiring notification under applicable law (Utah Code § 13-44-101 thru 301 et al), Contractor shall: (a) cooperate with the State Entity by sharing information relevant to the Data Breach; (b) promptly implement necessary remedial measures, if necessary; (c) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in relation to the Data Breach; and (d) in accordance with applicable laws indemnify, hold harmless, and defend the State Entity and the State of Utah against any claims, damages, or other harm related to such Data Breach. If the Data Breach requires public notification, all communication shall be coordinated with the State Entity. Contractor shall be responsible for all notification and remedial costs and damages.
12. **STATE INFORMATION TECHNOLOGY POLICIES:** If applicable, Contractor agrees to comply with the following State of Utah Department of Technology Policies which are available upon request:
  1. **DTS Policy 4000-0001, Enterprise Application and Database Deployment Policy:** The Enterprise Application and Database Deployment Policy requires any Contractor developing software for the State to develop and establish proper controls that will ensure a clear separation of duties between developing and deploying applications and databases to minimize security risk; to meet due diligence requirements pursuant to applicable state and federal regulations; to enforce contractual obligations; and to protect the State's electronic information and information technology assets.
  2. **DTS policy 4000-0002, Enterprise Password Standards Policy:** Any Contractor developing software for the State must ensure it is built to follow the password requirements outlined in the Enterprise Password Standards Policy.
  3. **DTS Policy 4000-0003, Software Development Life Cycle Policy:** The Software Development Life Cycle Policy requires any Contractor developing software for the State to work with DTS in implementing a Software Development Lifecycle (SDLC) that addresses key issues of security, accessibility, mobile device access, and standards compliance.
  4. **DTS Policy 4000-0004, Change Management Policy:** Per the Change Management Policy, any Goods or Custom Deliverables furnished or Services performed by Contractor which have the potential to cause any form of outage or to modify DTS's or the State of Utah's infrastructure must be reviewed by the DTS Change Management Committee. Following this notification, any outages or Data Breaches which are a direct result of Contractor's failure to comply with DTS instructions and policies following notification will result in Contractor's liability for any and all damages resulting from or associated with the outage or Data Breach.
13. **ELECTRONIC DELIVERY:** Contractor may electronically deliver any Procurement Item to the State Entity or provide any Procurement Item for download from the Internet, if approved in writing by the State Entity. Contractor must take all reasonable and necessary steps to ensure that the confidentiality of those electronic deliveries is preserved in the electronic delivery process, and is reminded that failure to do so may constitute a breach of obligations owed to the State Entity under this Contract. Contractor warrants that all electronic deliveries will be free of known, within reasonable industry standards, malware, bugs, Trojan horses, etc. Any electronic delivery that includes State Data that Contractor processes or stores must be delivered within the specifications of this Contract.
14. **OWNERSHIP IN CUSTOM DELIVERABLES:** In the event that Contractor provides Custom Deliverables to the State Entity, pursuant to this Contract, Contractor grants the ownership in Custom Deliverables, which have been developed and delivered by Contractor exclusively for the State Entity and are specifically within the framework of fulfilling Contractor's contractual obligations under this Contract. Custom Deliverables shall be deemed work made for hire, such that all intellectual property rights, title and interest in the Custom Deliverables shall pass to the State Entity. To the extent that the Custom Deliverables are not recognized as work made for hire, Contractor shall assign to the State Entity any and all copyrights in and to the Custom Deliverables, subject to the following:
  1. Contractor has received payment for the Custom Deliverables,
  2. Each party will retain all rights to patents, utility models, mask works, copyrights, trademarks, trade secrets, and any other form of protection afforded by law to inventions, models, designs, technical information, and applications ("Intellectual Property Rights") that it owned or controlled prior to the effective date of this contract or that it develops or acquires from activities independent of the services performed under this contract ("Background IP"), and
  3. Contractor will retain all right, title, and interest in and to all Intellectual Property Rights in or related to the services, or tangible components thereof, including but not limited to (a) all know-how, intellectual property, methodologies, processes, technologies, algorithms, software, or development tools used in performing the Services (collectively, the "Utilities"), and (b) such ideas, concepts, know-how, processes and reusable reports, designs, charts, plans, specifications, documentation, forms, templates, or output which are supplied or otherwise used by or on behalf of Contractor in the course of performing the Services or creating the Custom Deliverables, other than portions that specifically incorporate proprietary or Confidential Information or Custom Deliverables of the State Entity (collectively, the "Residual IP"), even if embedded in the Custom Deliverables.

Contractor agrees to grant to the State Entity a perpetual, irrevocable, royalty-free license to use Contractor's Background IP, Utilities, and Residual IP, as defined above, solely for the State Entity and the State of Utah to use the Custom Deliverables. The State Entity reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, for the State Entity's and the State of Utah's internal purposes, such Custom Deliverables.

15. **PROTECTION AND USE OF RECORDS:** The State Entity shall own exclusive title to all information gathered, reports developed, and conclusions reached in performance of this Contract. Contractor may not use, except in meeting its obligations under this Contract, information gathered, reports developed, or conclusions reached in performance of this Contract without the express written consent of the State Entity.
16. **RETURN OF DOCUMENTS AND DATA:** All documents and data pertaining to work required by this Contract will be the property of the State Entity, and must be delivered to State Entity within thirty (30) working days after termination or expiration of this Contract, regardless of the reason for contract termination, and without restriction or limitation to their future use. Any documents and data that may be returned under provisions of this Section must either be in the format as originally provided, or in a format that is readily usable by the State Entity or that can be formatted in a way that it can be used. The costs for returning documents and data to the State Entity are included in this Contract.
17. **SURVIVORSHIP:** Any terms that by their nature would survive the expiration of, completion, or termination of this contract shall survive.
18. **COMPLIANCE WITH ACCESSIBILITY STANDARDS:** Contractor shall comply with and adhere to Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973. Contractors must also adhere to Utah Administrative rule R895-14-1-3-3, which states that vendors developing new websites or applications are required to meet accessibility guidelines subject to rule R895 and correct any items that do not meet these guidelines at no cost to the agency; and Rule R895-14-1-4-2, which states that vendors proposing IT products and services shall provide Voluntary Product Accessibility Template® (VPAT™) documents.
19. **RIGHT TO AUDIT:** Contractor agrees to, upon written request, permit the State Entity, or a third party designated by the State Entity, to perform an assessment, audit, examination, or review of all of Contractor's sites and environments - including physical, technical, and virtual sites and environments - in order to confirm Contractor's compliance with this Contract; associated Scopes of Work; and applicable laws, regulations, and industry standards.

**If Services are applicable to this Contract, the following terms and conditions apply to this Contract:**

20. **TIME IS OF THE ESSENCE:** The Procurement Items shall be completed by any applicable deadline stated in this Contract. For all services, time is of the essence. Contractor shall be liable for all damages to the State Entity and the State of Utah, and anyone for whom the State of Utah may be liable, as a result of Contractor's failure to timely complete the services required under this Contract.
21. **STANDARD OF CARE:** The services of Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the services that are the subject of this Contract. Contractor shall be liable to the State Entity and the State of Utah for claims, liabilities, additional burdens, penalties, damages, or third party claims (i.e. another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.

(Revision Date: 6/15/2016)

**ATTACHMENT C -  
SCOPE OF WORK AND ASSOCIATED REQUIREMENTS**

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Any breach of requirements constitutes breach of Contract by the vendor and the Contract may be terminated immediately.

**DETAILED SCOPE OF WORK AND ASSOCIATED REQUIREMENTS**

**Contractor Responsibilities**

1. Proposed first online electronic auction date is anticipated to be no later than four (4) weeks from the contract signing.
2. Must be able to market and sell multiple parcels in simultaneous/consecutive auctions when parcels become available to sell.
3. Must actively market the parcels for a period of not less than 30 days resulting in bringing buyer and seller together.
4. Must ensure that 100% of proceeds are received by UDOT no less than three (3) business days after the property closing date.
5. Must collect and hold all funds associated with the sale including the earnest deposit, closing costs, and final outstanding balance of the sale. A 10% earnest deposit is required on the day of the sale along with associated closing costs and fees associated with the parcel.
6. Must provide timely reports for any outstanding funds due for the sale of the parcel.
7. Must be able to provide both written and verbal instructions to the successful bidder until such time that all funds are collected and deposited in the trust account. Bidder should note, and be able to convey to the winning auction bidder that a conveyance deed will not be tendered until all proceeds are forwarded to UDOT.
8. Must be fully prepared to plan and execute a marketing plan for the specific parcel offered for sale.
9. Must provide all services necessary for the successful conclusion of the auction sale for a specified rate of commission based on the gross sales amount (minus parcel specific costs such as engineering documentation preparation and appraisal costs) and participate in the following activities:
  - a. Attend in person or by video conferencing in pre-planning meetings to determine how the parcels should be packaged for sale at auction to best improve the positive results for the auction.
  - b. Advertise the auction on specified marketing sites and manage all inquiries generated from those sites.
  - c. Have the resources in place to advertise the auction through real estate multiple listing sites throughout the State of Utah, the region and nationally as determined and coordinated with UDOT at the start of the auction pre-planning process.
  - d. Place physical signage on the parcels outside of the highway right of way. Signage shall be of sufficient size so that passing motorists

**ATTACHMENT C -**  
**SCOPE OF WORK AND ASSOCIATED REQUIREMENTS**

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- can quickly understand and be directed to the electronic auction web site.
- e. Act as a clearinghouse to manage deals between parties.
  - f. Provide the staff necessary to manage the auction process and complete the auction sale.
10. Transmit all associated documents at the time of closing pertaining to a parcel's auction summary and closing by electronic mail within 24 hours of closing.
  11. Must have a team of professionals that can be the "on-the-ground" resource when necessary to show parcel(s) and answer questions throughout the auction process.
    - a. Must assign a project manager as a point of contact for this contract after award has been made.
  12. Must be able to provide listing activity reports including but not limited; web hits, number of bidders, marketing activities, etc., along with individual auction transaction and overall trend analysis reports upon request.
  13. Online Auction service providers will be required to follow and be familiar with Utah Administrative Code R907-80. Disposition of Surplus Land and applicable state and federal laws.
  14. Other duties as negotiated and specific to the sale.

**UDOT Responsibilities**

Utah DOT Property Management Section will provide Project Manager(s) as a point of contact for this project after award has been made.

**REQUEST FOR PROPOSAL**  
**Solicitation #DOT180716LD**

**COST PROPOSAL FORM**

To be submitted as a separate document from the Technical response document

**Respondent's Name** SVN Auction Services

**Cost is to be submitted based on the following:**

**I. COMMISSION RATE (per listing)- (18 points possible):**

**\*\*Note:** No rates above 6% will be considered.

Up to \$1,000,000.00	<u>5.75</u>	% (10 Points)
\$1,000,000.01 - \$5,000,000.00	<u>5.38</u>	% (4 Points)
\$5,000,000.01 - \$10,000,000.00	<u>4.89</u>	% (2 Points)
\$10,000,000.01 and above	<u>2.69</u>	% (2 Points)

**II. FULLY BURDENED LISTING FEES (per listing- (14 points possible):**

Fully Burdened Listing Fees shall address all costs associated with per listing described in the RFP over the life of the project. The cost of this project should be defined according to the specific tasks or steps to be taken.

Residential	\$ <u>1,250</u>	per listing (2 Points)
Commercial	\$ <u>1,550</u>	per listing (4 Points)
Agricultural	\$ <u>1,750</u>	per listing (4 Points)
Vacant Land	\$ <u>1,950</u>	per listing (4 Points)

**NOTES:**

1. In addition to submitting this form, **Responders must also provide a listing of all items/activities included in the "fully burdened" listing price**, i.e., advertising, marketing, administrative fees, etc.
2. If the responder wishes to include a "buyer's premium" as part of their proposal, they must include any such item(s) as part of their commission rate, and only one commission rate is to be proposed per listing. In addition to submitting this form, **Responders must also provide a listing of all items/activities included in the "commission rate,"** i.e., advertising, marketing, administrative fees, etc.
3. Items/activities identified as part of the "commission rate" shall not also be included or listed under the "fully burdened" listing fee, nor may any item listed under the "fully burdened" listing fee be included as part of the "commission rate."

Cost Points will be assigned using the following cost formula: points assigned will be based on the Lowest Proposed Cost. The offeror with the Lowest Proposed Cost will receive 100% of the cost points. All other offerors will receive a portion of the total cost points based on what percentage higher their proposed cost is than the Lowest Proposed Cost. An Offeror whose proposed cost is more than double (200%) the Lowest Proposed Cost will receive no points. The formula to compute the points is:  $\text{Cost Points} \times (2 - (\text{Proposed Cost} / \text{Lowest Proposed Cost}))$ .

**IMPORTANT: Offerors may not change/modify the format of this cost form. The State relies on this cost sheet to accurately and fairly compare offeror costs. Cost Proposals received in a modified or alternate format may be disqualified.**

## **COST PROPOSAL RESPONSE**

### **SOLICITATION #DOT180716LD**

#### **“Electronic Online Auction & Listing Services”**

##### **1.) Fully Burdened Listing Fees (Proposed)**

The following list of items / activities are included in the “fully burdened” listing price(s) per listing indicated on the UDOT Cost Proposal Form:

- Online bidding platform;
- On site signage;
- Advertising & Marketing (print & electronic);
- Administrative fees for managing trust account responsibilities and wiring fees for each property closing;
- Public Relations costs for PRNews wire distribution(s) and tracking.

##### **2.) Commission Rates (Proposed)**

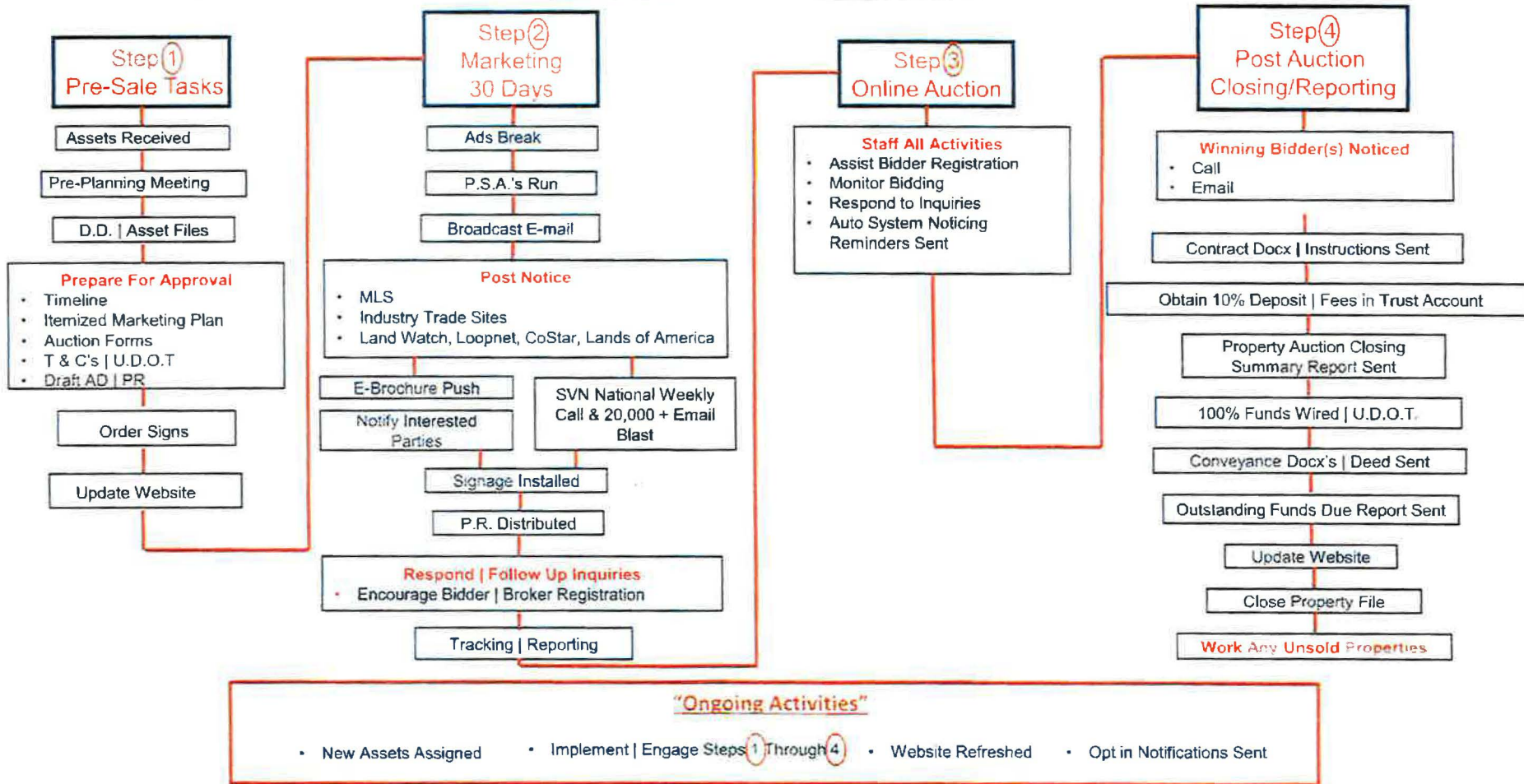
The following items / activities are included in the **SVN** “commission rates”:

- All professional services identified in the RFP Scope of Work;
- All planning, preparation, execution, monitoring, reporting and tracking as identified in the Detailed Work Plan and illustrated on the UDOT work flow chart;
- Travel costs and associated out of pocket expenses.

**Special Note:** SVN typically defers to a “buyer’s premium” for its earned commissions per property closing; however, the UDOT four (4) tier commission structure provides difficulty with proposing a standard buyer’s premium inasmuch as until a property is auctioned and sold at a price, delineating a buyer’s premium is difficult to ascertain. SVN would be willing to discuss and allocate as part of its proposed commission rate structure a specified certain amount charged as a “buyer’s premium”.



# Work Flow U.D.O.T.



## **7.0 Implementation of Detailed Work Plan Response to Project Approach “Electronic Online Auction Marketing Plan and Strategy”**

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### **7.0.1 Quality Control of Implementation and Marketing Plan**

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The Auction Marketing Program for simultaneous and consecutive auctions will be conducted in a timely | transparent manner and designed to enhance the public's perception of the Utah Department of Transportation, Property Management Section (“UDOT”) as efficient liquidator(s) of surplus real estate assets generating the highest return(s) possible. The Project Management Team of SVN Auction Services, LLC and SVN | Alta Commercial Advisors, Inc. in Salt Lake City (“SVN”) will endeavor to provide maximum exposure of the property(s) to qualified bidders and brokers throughout the duration of the contract; and in suit with UTAH Administrative Code R907-80 requirements (*Disposition of Surplus Land and all applicable state and federal laws*).

**The Project Oversight Manager (Louis B. Fisher III) and Assistant Project Manager (David E. Gilmore) with Project Coordinators (Chet Barber and Tia Shlm, Esquire in Salt Lake City) will monitor each aspect of the marketing plan daily. On-site visits, telephone calls, video conferencing, electronic messaging, reviewing weekly reports, and strict adherence to the critical path / timeline will be tools to ensure the quality and control of the approved marketing plan(s).**

The overall Marketing Plan / Auction Strategy necessary for the successful sale(s) of selected assets as they become available will encompass the following | ongoing key issues:

- Compile, Package and Distribute Due Diligence Materials;
- Design and Implement an Effective and focused Advertising and Sales promotional Marketing Program for each property and event;
- Create and Implement an Aggressive follow up Program to all interested bidders and brokers;
- Encourage Bidder Registration;
- Encourage licensed Broker Cooperation and Registration;
- Implement a Property Tour Plan for Improved Properties;
- Staff and Implement all online Auction Activities;
- Coordinate all Post-Auction Property Closing Activities;
- Overall Reporting Requirements;
- Technical Capability.

### **7.1 Compile, Package and Distribute Due Diligence Materials**

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The SVN Team will prepare Electronic Property Information Packages (“PIP’s”) for each of the property(s). Upon receipt and review of all the UDOT property specific files and upon further on-site property inspections the following items will be obtained and included in the Property Information Packages, which will be developed on the property(s) as they become available to sell and loaded in the data room of the dedicated online auction website e.g. [www.UDOTAuction.com](http://www.UDOTAuction.com).

- **Surveys / Plat Maps;**
- **Environmental Site Assessments (Phase I), if any exist;**
- **Engineering documentation;**
- **Appraisal / Evaluation Report(s);**



- **UDOT Form Purchase and Sale Agreement;**
- **Escrow & Wire Instructions;**
- **Appropriate disclosures;**
- **Selective Property Photos & Aerial Photography;**
- **Area Maps / Directions / Overview;**
- **Zoning;**
- **Encroachments and Deed Restrictions, if any;**
- **Executive Summary of Property(s).**
- **Auction information documents e.g. FAQ's, UDOT's broker | client registration form etc.**

Once the due diligence compilation is complete for a property, the SVN Team will forward Broker's Opinion of Value indicating any negative impact on value or marketability which may exist e.g. debris located on site, ingress | egress restriction issues, potential hazmat evidence etc.

The SVN Team will compile Property Information for distribution and access to all interested bidders and brokers electronically. The Property Information Packages must contain substantially all the information a prospective bidder requires to make an informed decision and adequately underwrite a property. If the required information is not available, the potential bidder may not bid or may substantially lower its bid to offset any perceived unknowns. The Property Information Packages provide an additional opportunity to "market" the property(s). It would be the SVN Team's intention to utilize the skill set of its real estate professionals and market knowledge of its local SVN | Alta Commercial Real Estate Advisors to turn "due diligence" into marketing packages. It is essential that a prospect understands the full potential for a property. Once they are convinced, via this material, that a property has merit and potential, the prospect will invest additional time, money and resources to investigate further. The SVN Team will establish an Auction Office / Information Sales Center in the SVN | Alta Commercial Salt Lake City headquarters at 165 S. Main Street, Suite 250 of sufficient size to stage all local auction marketing efforts. The Auction Office / Information Sales Center will allow bidders and broker's easy access to Property Information and SVN staff. SVN staff will be able to answer specific property and auction related questions.

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## **7.2 Create and Implement an Effective focused Advertising and Sale promotional Marketing Program**

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The overall strategy for the advertising program is to generate the broadest possible exposure to the market. Implementing this strategy will accomplish the following goals:

- **Identify all potential bidders, by property type utilizing demographic sorting and targeting;**
- **"Focused" selling activity in the local markets by creating anticipation on each property for Auction;**
- **Create and continue a sense of urgency in the market;**
- **Expand the market each time by direct contact with buyers not previously reached by traditional noticing methods;**
- **Generate broad market awareness through strategically designed and placed advertising and property signage;**
- **Social Media outreach;**
- **Search Engine Optimization (SEO).**

For any property at auction to succeed, the auction marketing techniques and products used must attract more qualified buyers than properties being offered. By a timed online auction date, these buyers must be ready to bid because they have investigated the property(s) fully, have completed their due diligence and have a desire to own one of more of the property(s) being offered.

The advertising strategy of these important simultaneous | consecutive electronic online auctions will revolve around the following key elements.

- **Combined Media Advertising;**
  - **Print,**
  - **Electronic Platforms | Portals,**
- **Advance Notice Campaign;**
- **Internet linking, posting with membership distribution channels including: My State MLS; LoopNet (premium, gold, platinum & diamond); Costar; LandWatch & LandsofAmerica etc;**
- **Implementation of Social Media e.g. Facebook, LinkedIn, Twitter, Instagram, Snapchat;**
- **Search Engine Optimization e.g. google, yahoo, Bing;**
- **Property Signage on site and potential outdoor billboard locations;**
- **Auction Ebrochure;**
- **Public Relations Campaign;**
- **Industry Trade Publications;**
- **Email Blasts regularly to SVN's buyer database 53,346 opt in portals for distribution.**

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### **7.2.1 Combined Media Advertising**

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A proven methodology for media implementation of a Government Owned Real Estate auction program is to combine several high impact media vehicles to achieve maximum impact against the target audiences. This concept is known as "*Media Synergy*" and is designed through an illuminating advertising campaign with extensive exposure to "*Spot Light*" a property for sale by auction. By combining the power of major media vehicles, all directed at one communication objective, the result of their combined use yields the most efficient advertising possible and increases the yield from each individual medium.

A combination of print ads in major newspapers; posting notice on Industry Trade Web Sites (My State MLS, LoopNet, Costar, LandWatch & LandsofAmerica); local / regional newspapers and specialty journals; and strategically placed public service announcement ("PSA's") radio coverage will yield the highest return possible from the advertising investments. The results of this approach will yield an excellent advertising focused response as well as increased appreciation for the importance of the UDOT electronic online auction event(s) and program.

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### **7.2.2 Print / Electronic**

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As the primary medium to generate the critical mass of interested, qualified bidders who will possess the necessary urgency, SVN has designed print / electronic campaigns that stimulate new markets in and surrounding a property's immediate area. The Property(s) as they become available will be advertised for a period of 30 days with emphasis on newspapers and electronic portals / channels that have local, regional and applicable national influence. All marketing will

include "teaser ads" indicating future auctions available directing them to the dedicated UDOT online auction website [www.UDOTAuction.com](http://www.UDOTAuction.com) and registration for receiving opt in notifications.

SVN also employs an aggressive approach for social media advertising and search engine optimization that includes use of Facebook, Twitter, LinkedIn, Instagram and Snapchat for both mobile and electronic devices to target prospective buyers for UDOT's surplus properties. The following methods are implemented to "drill down" and notice additional potential buyer pools:

- Boosted Posts & Database Research;
- Lookalike Audiences: reaching new prospects who are likely to be interested in UDOT's surplus property(s) because they share characteristics similar to our existing buyers;
- Pixels & Remarketing: enables comparable sites to display targeted ads to users who have already visited their site. Past visitors are able to view these ads as they are browsing the web; watching YouTube videos or reading news sites;
- Demographic Data: Age range, Behaviors, Interests, Income, Net Worth;
- Geo-Targeting: 50 plus miles from a UDOT property(s) location;
- Google AdWords: Hundreds of select keywords and phrases are used to target prospects that are searching the internet for specific real estate located in Utah;
- Geo-fencing: A service that triggers sending a message when a device enters a certain location surrounding a UDOT property for auction about the opportunity to buy the asset;
- Retargeting: A cookie based technology that infuses simple JavaScript code to "track" a prospect on the internet after visiting your website.

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### **7.2.3 Public Service Announcement Radio (optional)**

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As part of the combined media strategy, advertising may be placed on public service announcement (PSA's) radio stations in a local market, to trigger inquiry phone calls and email inquiries about the auction(s) and the UDOT land auction disposition program. Public Service Announcement Radio targets audiences composed of men and women with medium to strong incomes and professional status. Combined public service radio announcements should deliver responses necessary to ensure bidder participation at current and future auctions.

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### **7.2.4 Advance Notice Campaign**

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Another key component of the UDOT auction advertising program will be SVN's Advance Notice Campaign. Using *SVN's proprietary buyer databases of 53,346* segmented by interest of property type and geographic region, as well as other real estate buyers and broker's lists, SVN will design and distribute Advance Notice pieces to appropriate local | regional bidders and brokers. Advance Notice Campaigns used in previous campaigns have resulted in very high response levels. The Advance Notice piece will contain SVN | Alta Commercial's local contact number / email address and the UDOT dedicated electronic online auction web site address [www.UDOTAuction.com](http://www.UDOTAuction.com) to be used for accessing the Property Information, registration and online bidding platform.

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### **7.2.5 Internet / Website**

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SVN will develop, maintain and upload onto the UDOT events dedicated auction website [www.UDOTAuction.com](http://www.UDOTAuction.com) Auction Event information as it becomes available for properties to sell with links to all major Industry Trade web sites and UDOT's website. All information obtained will be available on the properties and all required documents. A complete, data room | document

vault will contain the Property information Packages (PIP's) on the properties and sample auction documents. Potential bidders and brokers will be invited and encouraged to contact SVN for more information and place online bids during an Electronic Online Auction Event for a property.

Additionally, SVN will proactively send multiple eblast notification of each property | online auction during and throughout the presale marketing period to 53,346 present opt in portal / distribution channels of known interested real estate entities / individuals. The landing page of the website will contain a user friendly process for opt in registering to automatically receive ALL current and future notifications of UDOT property(s) being offered at auction; and any changes during an auction for a property.

**Special Note:** SVN International and SVN Auction Services collective websites traffic, receives 180,000 plus web site visits on a regular monthly basis (over 2.1MM annually). UDOT's property(s) for auction will also be posted and listed on [www.svn.com](http://www.svn.com) and [www.svnauctions.com](http://www.svnauctions.com) with a direct link to the UDOT's dedicated auction website [www.UDOTAuction.com](http://www.UDOTAuction.com).

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## 7.2.6 Property Signage

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Prominent on site signage will be placed on the property(s), indicating UDOT "AUCTION" with this property and others; and the upcoming online auction date for that property, dedicated URL website address [www.UDOTAuction.com](http://www.UDOTAuction.com) and SVN | Alta Commercial's telephone number and contact email address. These property(s) will have visible signs placed in strategic locations outside of the highway right of way meeting the necessary road speed criteria and in full compliance with state / local ordinances, etc. Property signage is vitally important to access the local investor and real estate brokerage segments. In addition, SVN | Alta Commercial's local real estate brokerage | advisory staff will randomly inspect on site signs during each auction marketing period to assure signs are not removed prior to a property for Auction. Any signs removed will be immediately replaced by the inspecting local SVN | Alta Commercial Real Estate Advisor. Long term off site billboard advertising in strategic highway | interstate locations for promoting the "UDOT land auction program" will be considered based upon availability and cost; and will have the dedicated UDOT auction website address prominently listed and displayed.

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## 7.2.7 Auction Ebrochure

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For UDOT's Electronic Online Auction Marketing Program, SVN will develop high quality Auction EBrochure(s), featuring photographs and primary information about the properties as they become available to sell and the salient terms of the sale. These ebrochures include: date and time for an electronic online auction, registration procedures, property description(s), property tour schedule requirements, location maps, and directions; with terms and conditions that all property(s) are sold "AS IS" "WHERE IS" with all faults and without representations or warranties expressed or implied. Additionally, the property(s) will have our local SVN | Alta Commercial headquarter broker | advisor contact listed with a telephone number and email address for immediate responses to additional buyer's questions. SVN's aim is to give enough initial data to inform a prospective buyer, then, through callbacks, SVN can ascertain the quality and interest of its leads. SVN will produce a quality piece to enhance the image of the offered property(s). These ebrochures will be available thirty (30) days in advance to an online Auction date and will be distributed to all our selected databases. Additionally, any existing UDOT buyer lists from previous land auction | negotiated sale initiatives can be augmented with all selected databases for distribution. The Auction EBrochure(s) will be subject to UDOT's approval, and will have UDOT's "logo" prominently displayed.

*Special Note: SVN prepares an ebrochure which can be updated with changes, additions, deletions and posted on the dedicated website for each UDOT property / auction and easily emailed to prospective bidders and brokers.*

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### **7.2.8 Public Relations Campaign**

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SVN will also handle distribution of pre-approved press releases, news articles and public service announcement (PSA's) radio releases in a property's market area. Following the "ad break" for a specific property | auction being offered, a detailed release is prepared and sent for approval before distributing. Finally, a post sale announcement summarizes the results and customer reactions. All press releases will be subject to UDOT's approval. In addition, SVN will send weekly reports, detailing all responses to its Public Relations Campaign. For this auction contract and initiative SVN will refer all interview requests to UDOT for further direction unless otherwise instructed.

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### **7.3 Tracking**

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Using the dedicated SVN systems, inquiries are received by SVN advisory specialists who are well trained and have all required information regarding each property | auction Event. They will answer questions, and endeavor to develop rapport with each person with the goal of building confidence in the marketing process. In addition, the advisory specialist will complete and populate an electronic lead sheet which will provide important bidder and broker information that will be used throughout the entire UDOT electronic online auction program including a prospects interest by geographical area and / or UDOT region (e.g. one, two, three or four) for segmentation and future notification. Responses to inquiries are answered within 24 hours. All inquiries will be entered into SVN's computer system and available to UDOT's single point of contact. A report is generated daily and weekly, which tracks all inquiries by source. This sophisticated system facilitates a follow up program. SVN will provide these reports to UDOT officials weekly.

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### **7.4 Create and Implement an Effective and Aggressive Follow Up Program to all Interested Bidders**

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SVN will utilize an aggressive, sales oriented approach in its follow-up to prospects during each marketing period and duration of the contract. Respondents will receive follow-up calls and emails from our team members and marketing staff to stimulate interest in an upcoming property | auction, qualify prospects, answer questions, determine property specific interest, and offer to send a direct link to the dedicated electronic online auction website.

All inquiries for a property in an online Auction will be accurately logged and tracked throughout the life cycle of the contract. SVN will deliver to UDOT a detailed list of these inquiries and prospects to add to its proprietary database(s) and for its future sales use on other UDOT initiatives.

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### **7.5 Bidder Registration Process**

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SVN will encourage early registration of bidders. Pre-registration of bidders will facilitate online auction day activities by allowing those bidders in advance to have their assigned auction user ID and password already completed for accessing the electronic online bidding platform. Bidders may pre-register and request registration verification via email from the SVN Auction Operations

Office. Only parties who are able to present the required initial bid deposit and accept the terms of sale, as published on the website, will be allowed and granted access to bid on a property during an Electronic Online Auction Event.

The gross earnest money deposits will be 10% of the aggregate purchase price of each property along with associated closing costs and fees for each parcel in the form of a wire transfer and or certified cashier's check.

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## **7.6 Implement a Property Tour Plan for Improved Properties**

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Local SVN | Alta Commercial Real Estate Advisors assisting SVN's Auction Staff will inspect the property(s) again, become familiar with the auction terms and provide a geo map of the property(s) locations and driving directions to each site and a logical manner for driving and locating each property for inspection. Inasmuch as many if not all properties might be vacant parcels the advertising will indicate "Drive By" at your convenience and risk.

Local SVN | Alta Commercial Advisors will see that potential buyers obtain answers to their questions prior to property inspections by the potential bidders and brokers. These representatives will be able to speak knowledgeably regarding the property(s), their condition, the immediate market area and general market conditions. This encourages buyer initiative and involvement at their own pace, confirms the marketing process and creates self-generated momentum. These SVN advisors are trained, supervised and monitored to insure quality performance.

Records will be maintained to determine interest in the property(s) and identify specific concerns and objections.

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## **7.7 Staff and Implement all Electronic Online Auction Activities**

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The electronic online Auction(s) will be supported by trained SVN online auction personnel.

SVN will provide sufficient personnel to staff and assist bidders with registration and explanation of the bidding platform's user features and the terms of sale; and property conveyance requirements and processes e.g. deeds will not be tendered until 100% of proceeds are collected and forwarded to UDOT. At the conclusion of a property(s) online auction these assigned team members will assist buyers to insure that the movement of the buyers related paperwork flows smoothly from the conclusion of an Online Auction to and through finalizing the execution of the pre-approved form UDOT quit claim purchase and sale agreement and delivery of the required earnest money deposit(s) and associated fees / closing costs. Winning online successful bidders are notified via email and phone immediately upon the close of a property(s) auction and conclusion of the bidding. Each winning bidder is then provided via email the approved form Purchase and Sale Agreement (PSA) with addendums, where applicable, with instructions for executing via electronic signature and escrow deposit transmittal with all associated fees and closing costs into SVN's Real Estate Trust Account.

At the conclusion of the contract procedure, UDOT will have binding purchase contracts and non-refundable deposits from the successful buyers.

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## **7.8 Coordinate all Post-Auction Tracking and Activity**

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UDOT and the purchaser are aided by designated SVN closing supervision staff which is spearheaded by David E. Gilmore, Senior | Assistant Project Manager. Mr. Gilmore and his operations support team have successfully closed thousands of auction sales and negotiated sales nationwide. Working with all parties to the transaction, the SVN team closing coordinators are responsible for identifying problems and finding solutions in an effort to close the property(s) as quickly as possible following the sale. In addition, to maintaining close contact with UDOT officials during the closing period, the SVN Team will also generate a comprehensive, computerized closing status report to be sent to UDOT with each parcel's auction summary within 24 hours of closing and 100% of proceeds for each transaction within three (3) business days after each property closing date.

Our goal is to ensure that closings proceed as scheduled and are compliant with UDOT contract guidelines and conveyance processes | policy.

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### **7.8.1 Reporting Documents**

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Through the tremendous systems and reporting capability of SVN, we will provide UDOT with a better quality of listing activity information before, during and after each property at auction with an unparalleled level of tracking. UDOT will have access to the event website for available back end reporting 24/7. Additionally the following will be provided:

Commencing three (3) days after entering the market for a property with advertising and continuing five (5) day intervals thereafter throughout, SVN will provide UDOT Pre-Auction Campaign Report(s), detailing and identifying the number of auction email / phone inquiries, number of media impressions from marketing activities, number of website page views and unique visitors to the website, number of registered bidders and other pertinent data e.g. overall trend analysis reports upon request.

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## **7.9 Brokerage Cooperation**

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A specific goal of SVN is to encourage the real estate community to participate in the auction process and to give priority to a property for auction. The brokerage community's participation will be a key element to the success of the auction program.

The property(s) under this UDOT electronic online auction and listing services program will appeal to local, regional and select national investors / developers. The active involvement of the local real estate brokers will provide additional exposure necessary for a successful program. Participating brokers will receive a commission | finder's fee under the UDOT auction broker | client participation guidelines of soliciting and registering buyers who bid and fully close on a property.

To achieve this participation, the following strategies will be used:

- A cooperating brokerage | finder's fee will be paid at closing;
- The advertising program will indicate this fee and that active broker participation is encouraged. It will further indicate this policy to those buyers who choose to work with a broker;

- The Advance Notice Campaign as previously described will put Auction information in the local, regional and national broker's offices containing information about the property(s) and how they may earn a finder's fee / commission;
- A broker registration program will be instituted to protect the brokers. The prospect will be required to register the broker. These registrations will be tracked on the SVN computer system in the following manner:

- **Broker Name / Signature / Email**
- **Tax I.D. / S.S. Number**
- **Broker's Real Estate License Number**
- **Broker's Company Name**
- **Client's Name / Address / Phone / Email**
- **Broker's Address**
- **Client's Signature**
- **Date of Registration**

This report will be readily available to provide to UDOT the day a property goes up live for auction. All registered bidders will be known and this will allow for the proper checks and balances to ensure the brokers are meeting the terms of the participation agreement. At the conclusion of a property(s) auction, the brokers list will be made part of the final sales analysis package.

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## **7.10 Technical Capability**

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SVN's "state of the art" electronic online bidding platform, SVNBid2win offers real time exclusive online bidding. The technology has many design features that are noted below:

Max Bids: The SVN Auctions bidding platform simplifies the pre-bidding and proxy bidding for online auction participants so they are able to place bids during the auction automatically.

Bid Increments: Our Admin controls the bid increments for each property and event.

Outbid Notifications: Electronic notices sent to bidders using the app to bid in an online timed event. Each bidder is notified via e-mail and text, if necessary, when they are the high bidder and when they are outbid to encourage placing additional bids

Bidder Verification: The bidding platform allows us the flexibility and ease of credit card registration, acceptance of auction terms and conditions, and manual bidder approval for total control.

Push Notifications: The platform allows the SVN Auction Services Team the ability to send text type messages to each bidder that has downloaded the app. Custom messages can remind the online bidders or announce the start of a property for auction.

Real-time Bid Speed: Messaging technology with a simple interface designed for mobile devices makes bidding online during the timed online auction easy and immediate. The technology utilizes sub-second timeframes for bids.

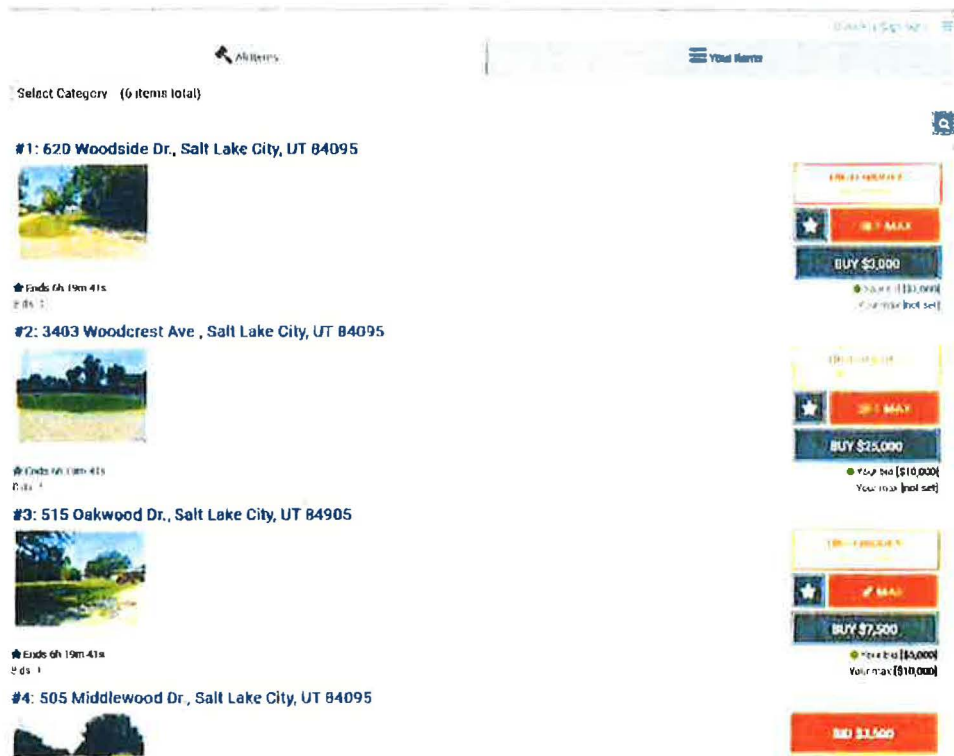
Auto-Extend: For timed online auctions if a bid is placed for a property in the last five minutes of the auction, the bid platform automatically extends the bidding for a pre-



determined time frame (e.g. 10-15 minutes) and notifies each bidder of another opportunity to bid until no further bids are placed in a full five-minute duration.

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

Apple Watch: Notifications are also enabled on an Apple Watch device.



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## Conclusion

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We will work closely with the State's designated single point of contact representative and in house | outside counsel representative(s) and all parties to ensure complete execution and success of the overall electronic online auction contract initiative.

We thoroughly understand the accountability issues, tracking processes and reporting requirements necessary to conduct business in the Government and Institutional space and pride ourselves on executing with precision those important processes; and possess the skill set and experience in being a Seller's clearinghouse for managing deals between parties.

We thank you in advance for your consideration of our proposal and hope we have a chance to work together on this important Utah Department of Transportation Electronic Online Auction Sale contract initiative!

**STATE OF UTAH  
DEPARTMENT OF COMMERCE  
DIVISION OF REAL ESTATE**

**ACTIVE LICENSE**

**DATE ISSUED:** 05/04/2017

**EXPIRATION DATE:** 04/30/2019

**LICENSE NUMBER:** 5493255-PB00

**LICENSE TYPE:** Principal Broker

**ISSUED TO:** CHESTER V BARBER  
1480 N 4300 W  
WEST POINT UT 84015



  
SIGNATURE OF HOLDER

  
ESTATE DIVISION

**STATE OF UTAH  
DEPARTMENT OF COMMERCE  
DIVISION OF REAL ESTATE**

**ACTIVE LICENSE**

**DATE ISSUED:** 05/20/2018

**EXPIRATION DATE:** 06/30/2020

**LICENSE NUMBER:** 9835113-SA00

**LICENSE TYPE:** Sales Agent

**ISSUED TO** TIA SHIM  
PO BOX 900074  
SANDY UT 84090



A handwritten signature in blue ink, appearing to read "Tia Shim".

UTAH DEPARTMENT OF COMMERCE

A handwritten signature in blue ink, appearing to read "Tia Shim".

UTAH DEPARTMENT OF COMMERCE



## BACKGROUND INVESTIGATION DISCLOSURE

Applicant Name: David Edmond Gilmore

Applicant Type:  Employee  Third Party

Date of Birth: 09/28/1960

Gender: Male Race: White

Home Phone: 504-465-0525

Employer: (Third party) SVN

Project: (Third party) UDOT Real Estate Auctio

You have received a conditional offer of employment pending successful completion of a Federal Bureau of Investigations (FBI) criminal history check. The criminal history check is one process used to evaluate your qualifications and suitability for employment with the hiring agency in the position identified below. All personal information identified here will be used to confirm your identity for an accurate criminal history inquiry. The personal information will not be used for any other purposes and will be protected from unauthorized disclosure in compliance with Utah Law and DTS policy.

**Authorization Statement:** As a condition of employment with the above agency, I hereby authorize the release of criminal history information maintained by the Federal Bureau of Investigations (FBI) to personnel of the Utah Department of Human Resource Management. I also authorize the release of any and all criminal history records to the above agency including information of a confidential or privileged nature and any outstanding warrants.

I understand that any information about me that may be contained in a criminal history record will be used to determine the suitability of my employment and that failure to allow this criminal history check will result in my conditional offer of employment with the agency being withdrawn. I understand that a background check will be conducted and maintained by the State Bureau of Criminal Identification and my fingerprints will be continuously check against local and national (FBI) background check databases for as long as I maintain an employment relationship with the agency.

I do hereby release all persons or governmental agencies from any damages resulting from the release of such information to the appropriate parties.

Applicant Signature

Date

10/5/18

Dept. of Human Resources Signature (Employee only)

Date

Employer Signature (Third party only)

Date

DTS Contract Supervisor Signature (Third party only)

Date



SVNFLOR-01

KMURRAY

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/06/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cincinnati/ AssuredPartners NL 5905 E. Galbraith Rd., Suite 5000 Cincinnati, OH 45236	CONTACT NAME: <b>Katie Murray</b>	FAX (A/C, No): <b>(513) 333-0735</b>		
	PHONE (A/C, No, Ext): <b>(513) 624-1719</b>	E-MAIL ADDRESS: <b>katie.murray@assuredpartners.com</b>		
INSURED  <b>SVN Auction Services, LLC 6615 W Boynton Beach Blvd #326 Boynton Beach, FL 33437</b>	INSURER(S) AFFORDING COVERAGE		NAIC #	
	INSURER A: <b>Lloyds of London</b>			
	INSURER B:			
	INSURER C:			
	INSURER D:			
	INSURER E:			
INSURER F:				

COVERAGES                      CERTIFICATE NUMBER:                      REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea. occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea. accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED   RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NF)   Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE   OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab	X	MPL1443143.18	05/12/2018	05/12/2019	Each Claim      2,000,000
A	Professional Liab		MPL1443143.18	05/12/2018	05/12/2019	Aggregate      2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Utah Department of Transportation is named as an Additional Insured as required by written contract.

## CERTIFICATE HOLDER

Utah Department of Transportation  
 4501 S. 2700 W.  
 Box 148420  
 Salt Lake City, UT 84114-8420

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE