## TERMS OF SERVICE FEDERAL BID PARTNERS LLC

Effective Date: October 31, 2025

**Legal Entity:** FEDERAL BID PARTNERS LLC ("Federal Bid Partners," "we," "us," or "our")

#### **IMPORTANT NOTICE**

By completing a purchase through this website or through Square, you acknowledge that you have reviewed and agreed to these Terms of Service. You understand that services begin immediately upon payment and that all payments are non-refundable once performance begins.

### 1. Scope of Services

Federal Bid Partners LLC provides professional consulting, documentation, and support services including, but not limited to:

- Bid writing and proposal development
- CMMC Level 1 and NIST SP 800-171 compliance services
- GSA Schedule preparation, submission, modifications, and renewals
- SAM registration support
- Federal, state, and commercial contracting advisory services

All services are professional, customized, and digital in nature and are rendered based on information provided by the client and the scope published on our website or outlined in written correspondence.

#### 2. Payment, Immediate Performance, and Non-Refundable Policy

All payments made to Federal Bid Partners LLC are **final and non-refundable**.

By submitting payment, you expressly acknowledge and agree that:

- You are purchasing professional consulting and documentation services, not guaranteed results, approvals, certifications, or contract awards.
- Performance begins **immediately upon payment**, including internal labor allocation, administrative setup, research, analysis, drafting, and documentation.
- Once performance has begun, the transaction is deemed **earned and non-reversible** to the fullest extent permitted by law.

- Refunds will not be issued for changes of mind, dissatisfaction with subjective outcomes, project withdrawal, or delays caused by client inaction or third-party system responsiveness.
- Refunds are considered only in the event of a verified material breach by Federal Bid Partners LLC that remains uncured within thirty (30) days of written notice.

If deliverables under the purchased service have been initiated, drafted, delivered in part, or completed, the client is considered to have received value for payment rendered.

## 3. Deliverables and Acceptance

Deliverables may include written proposals, compliance documentation, assessments, templates, analyses, or other professional materials delivered electronically via email, shared drive, or secure client portal.

Delivery occurs when materials are transmitted electronically or made available for review or download.

Acceptance occurs upon the earliest of the following:

- Written approval by the client
- Authorization to submit or use the deliverable
- Use of, reliance upon, or reference to the deliverable
- Failure to respond within ten (10) business days of delivery

Requests for changes outside the defined scope may require additional payment.

#### 4. No Guarantee of Outcome

Federal Bid Partners LLC does not guarantee any specific result, award, certification, approval, or government determination arising from its services.

Outcomes depend on external factors—including agency discretion, evaluator interpretation, system availability, and government timelines—over which Federal Bid Partners has no control. Statements of past performance or success rates are informational only and do not constitute warranties.

# 5. Client Responsibilities

Clients agree to:

- Provide complete and accurate business, financial, and technical information
- Respond promptly to communications and document requests
- Maintain access credentials for relevant systems (including SAM.gov, PIEE, SPRS, and eOffer)
- Review and approve drafts or submissions in a timely manner

Delays caused by client inaction or unavailable information do not constitute breach by Federal Bid Partners and do not entitle the client to refunds or extensions.

#### 6. Term and Renewal

Unless otherwise stated, annual service plans are valid for twelve (12) months from the date of purchase.

Renewals may occur automatically or manually depending on the payment method or written agreement. Renewal payments are non-refundable once processed.

### 7. Confidentiality

Federal Bid Partners LLC maintains confidentiality over all non-public client information provided during engagement. Information will not be disclosed to third parties except as necessary to perform the services, with client authorization, or as required by law.

Both parties agree to handle proprietary data with reasonable care.

#### 8. Chargebacks and Payment Disputes

By completing a purchase, you agree **not to initiate chargebacks or payment disputes** for services rendered under these Terms.

Where Square presents a link to these Terms during checkout and states that payment constitutes agreement, you acknowledge that your payment confirms acceptance of these Terms.

In the event of a chargeback or dispute, Federal Bid Partners LLC may submit evidence including, but not limited to:

- Proof of purchase
- Acceptance of these Terms
- Communications and timestamps
- Work records and delivered materials

Clients who initiate unjustified chargebacks agree to reimburse Federal Bid Partners LLC for any resulting merchant fees, administrative costs, and reasonable collection expenses to the fullest extent permitted by law. Services may be suspended or terminated during an active payment dispute.

## 9. Limitation of Liability

To the fullest extent permitted by law, Federal Bid Partners LLC's total cumulative liability for any claim shall not exceed the total amount paid by the client for the services giving rise to the claim.

Federal Bid Partners LLC shall not be liable for indirect, consequential, incidental, special, or punitive damages, including lost profits, data, or business opportunities.

## 10. Force Majeure

Federal Bid Partners LLC is not liable for delays, interruptions, or failures in performance caused by events beyond its reasonable control, including acts of God, government shutdowns, cyber incidents, natural disasters, labor disputes, or third-party platform outages.

# 11. Governing Law and Dispute Resolution

These Terms are governed by and construed in accordance with the laws of the **State of Florida**, without regard to conflict-of-law principles.

Any dispute, claim, or controversy shall be resolved exclusively through **binding arbitration** administered by the American Arbitration Association in **Tampa**, **Florida**, under its Commercial Arbitration Rules. The prevailing party may recover reasonable attorneys' fees and costs.

#### 12. Modifications

Federal Bid Partners LLC may update or modify these Terms at any time. Updates take effect upon posting or distribution. Continued use of services or subsequent purchases constitutes acceptance of the revised Terms.

## 13. Acceptance of Terms

By completing a purchase, authorizing payment through Square, or otherwise engaging Federal Bid Partners LLC, you acknowledge that you have read, understood, and accepted these Terms of Service in full.

You agree that all payments are non-refundable once performance begins and that no guarantee of award, certification, or outcome is provided. These Terms form a binding legal agreement between you and Federal Bid Partners LLC.

### FEDERAL BID PARTNERS LLC

New Mexico <a href="https://www.federalbidpartners.com">https://www.federalbidpartners.com</a> <a href="mailto:contact@federalbidpartners.com">contact@federalbidpartners.com</a>