



FULLY EXECUTED - CHANGE 1
Contract Number: 4400024264
Original Contract Effective Date: 07/19/2021
Contract Change Date: 07/03/2023
Valid From: 06/23/2021 To: 03/19/2025

All using Agencies of the Commonwealth, Participating Political
Subdivision, Authorities, Private Colleges and Universities

Purchasing Agent

Name: **Worley Keith**
Phone: 717-346-2679
Fax: 717 346-3820

Your SAP Vendor Number with us: **546200**

Supplier Name/Address:
LIQUIDITY SERVICES OPERATIONS LLC
DBA GOVDEALS
100 CAPITOL COMMERCE BLVD
MONTGOMERY AL 36117-4260 US

Supplier Phone Number: 800-613-0156

Please Deliver To:

To be determined at
the time of the Purchase Order
unless specified below.

Contract Name:
Auction Services with Related Solutions

Payment Terms
NET 30

Solicitation No.: _____ Issuance Date: _____
Supplier Bid or Proposal No. (if applicable): _____ Solicitation Submission Date: _____

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	Auction Services	0.000		0.00	1	0.00

General Requirements for all Items:

Information:

Supplier's Signature _____
Printed Name _____

Title _____
Date _____



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Header Text

This contract is restricted for use by the Department of General Services, Bureau of Supplies and Surplus Operations, Federal Surplus Program for the Services of Auction Services with Related Solutions.

Issuing Office:
Department of General Services
Bureau of Procurement
Forum Place, 6th Floor
555 Walnut Street
Harrisburg, PA 17101

Agency Contact:
Department of General Services
Bureau of Supplies and Surplus Operations
Mike Starr, Chief
RM G-49
2221 Forster Street
Harrisburg, PA 17125
717-787-9724
mstarr@pa.gov

No further information for this Contract

Information:



FULLY EXECUTED - CHANGE 1
Contract Number: 4400024264
Original Contract Effective Date: 07/19/2021
Contract Change Date: 09/12/2022
Valid From: 06/23/2021 To: 03/19/2025

All using Agencies of the Commonwealth, Participating Political
Subdivision, Authorities, Private Colleges and Universities

Purchasing Agent

Your SAP Vendor Number with us: 546200

Name: Keith Worley
Phone: 717-346-2679
Fax: 717-783-6241

Supplier Name/Address:
LIQUIDITY SERVICES OPERATIONS LLC
DBA GOVDEALS
100 CAPITOL COMMERCE BLVD
MONTGOMERY AL 36117-4260 US

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Information:



FULLY EXECUTED - REPRINT
Contract Number: 4400024264
Original Contract Effective Date: 07/19/2021
Valid From: 06/23/2021 To: 03/19/2025

All using Agencies of the Commonwealth, Participating Political
Subdivision, Authorities, Private Colleges and Universities

Your SAP Vendor Number with us: 546200

Purchasing Agent
Name: Pickering Shelbie
Phone: 717-703-2947
Fax: 717 346-3820

Supplier Name/Address:
LIQUIDITY SERVICES OPERATIONS LLC
DBA GOVDEALS
100 CAPITOL COMMERCE BLVD
MONTGOMERY AL 36117-4260 US

Supplier Phone Number: 800-613-0156

Please Deliver To:

To be determined at
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Contract Name:
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Payment Terms
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Exhibit A

Standard Contract Terms and Conditions

Electronic Contract

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PART V - CONTRACT TERMS and CONDITIONS

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V.1 CONTRACT-001.1b Contract Terms and Conditions (Nov 30, 2006)

The Contract with the awarded bidder (who shall become the "Contractor") shall include the following terms and conditions:

V.2 CONTRACT-002.1a Term of Contract – Contract (May 2012)

The initial term of the Contract shall be 04 year(s) and 00 month(s).

The term of the Contract shall commence on the Effective Date (as defined below) and shall end on the Expiration Date identified in the Contract, subject to the other provisions of the Contract.

The Effective Date shall be: a) the Effective Date printed on the Contract after the Contract has been fully executed by the Commonwealth (signed and approved as required by the Commonwealth contracting procedures) or b) the "Valid from" date printed on the Contract, whichever is later.

V.3 CONTRACT-002.2b Renewal of Contract Term – Mutual (Oct 2013)

The Contract may be mutually renewed for a maximum of 1 additional 1 year term(s), so long as the Commonwealth provides written notice to Contractor of its intention to extend the Contract by letter dated not less than 000 days prior to the expiration of the term of the agreement, or any extension thereof, and the Contractor consents to the renewal not less than 000 days prior to the expiration of the term of the agreement or any extension thereof. The renewal may be exercised as individual or multiple year terms(s). Any renewal will be under the same terms, covenants and conditions. No further document is required to be executed to renew the term of the contract.

V.4 CONTRACT-002.3 Extension of Contract Term (Nov 30 2006)

The Commonwealth reserves the right, upon notice to the Contractor, to extend any single term of the Contract for up to three (3) months upon the same terms and conditions.

V.5 CONTRACT-003.1a Signatures – Contract (July 2015)

The Contract shall not be a legally binding contract until the fully-executed Contract has been sent to the Contractor. No Commonwealth employee has the authority to verbally direct the commencement of any work or delivery of any supply under this Contract prior to the Effective Date. The Contractor hereby waives any claim or cause of action for any service or work performed prior to the Effective Date.

The Contract may be electronically signed by the Commonwealth. The electronically-printed name of the Purchasing Agent represents the signature of that individual who has the authority, on behalf of the Commonwealth, to bind the Commonwealth to the terms of the Contract. If the Contract output form does not have "Fully Executed" at the top of the first page and does not have the name of the Purchasing Agent printed in the appropriate box, the Contract has not been fully executed.

The fully-executed Contract may be sent to the Contractor electronically or through facsimile equipment. The electronic transmission of the Contract shall require acknowledgement of receipt of the transmission by the Contractor. Receipt of the electronic or facsimile transmission of the Contract shall constitute receipt of the fully-executed Contract.

The Commonwealth and the Contractor specifically agree as follows:

- a. No handwritten signature shall be required in order for the Contract to be legally enforceable.
- b. The parties agree that no writing shall be required in order to make the Contract legally binding, notwithstanding

contrary requirements in any law. The parties hereby agree not to contest the validity or enforceability of a genuine Contract or acknowledgement issued electronically under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements be in writing and signed by the party bound thereby. Any genuine Contract or acknowledgement issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of a genuine Contract or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Contract or acknowledgement were not in writing or signed by the parties. A Contract or acknowledgment shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.

c. Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary.

V.6 CONTRACT-004.1a Definitions (Oct 2013)

As used in this Contract, these words shall have the following meanings:

a. Agency: The department, board, commission or other agency of the Commonwealth of Pennsylvania listed as the Purchasing Agency. If a COSTARS entity or external procurement activity has issued an order against this contract, that entity shall also be identified as "Agency".

b. Contracting Officer: The person authorized to administer this Contract for the Commonwealth and to make written determinations with respect to the Contract.

c. Days: Unless specifically indicated otherwise, days mean calendar days.

d. Developed Works or Developed Materials: All documents, sketches, drawings, designs, works, papers, files, reports, computer programs, computer documentation, data, records, software, samples or any other tangible material without limitation authored or prepared by Contractor as the work product covered in the scope of work for the Project.

e. Documentation: All materials required to support and convey information about the services required by this Contract. It includes, but is not necessarily restricted to, written reports and analyses, diagrams, maps, logical and physical designs, system designs, computer programs, flow charts, disks, and/or other machine-readable storage media.

f. Services: All Contractor activity necessary to satisfy the Contract.

V.7 CONTRACT-005.1d Purchase Orders (July 2015)

Commonwealth agencies may issue Purchase Orders against the Contract. These orders constitute the Contractor's authority to make delivery. All Purchase Orders received by the Contractor up to and including the expiration date of the Contract are acceptable and must be performed in accordance with the Contract. Each Purchase Order will be deemed to incorporate the terms and conditions set forth in the Contract.

Purchase Orders may be electronically signed by the Agency. The electronically-printed name of the purchaser represents the signature of that individual who has the authority, on behalf of the Commonwealth, to authorize the Contractor to proceed.

Purchase Orders may be issued electronically or through facsimile equipment. The electronic transmission of a purchase order shall require acknowledgement of receipt of the transmission by the Contractor. Receipt of the electronic or facsimile transmission of the Purchase Order shall constitute receipt of an order. Orders received by the Contractor after 4:00 p.m. will be considered received the following business day.

a. No handwritten signature shall be required in order for the Contract or Purchase Order to be legally enforceable.

b. The parties agree that no writing shall be required in order to make the Purchase Order legally binding. The parties hereby agree not to contest the validity or enforceability of a Purchase Order or acknowledgement issued electronically under the provisions of a statute of frauds or any other applicable law relating to whether certain

agreements be in writing and signed by the party bound thereby. Any Purchase Order or acknowledgement issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of Purchase Orders or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Purchase Order or acknowledgement were not in writing or signed by the parties. A Purchase Order or acknowledgment shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.

c. Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary.

Purchase Orders under ten thousand dollars (\$10,000) in total amount may also be made in person or by telephone using a Commonwealth Purchasing Card. When an order is placed by telephone, the Commonwealth agency shall provide the agency name, employee name, credit card number, and expiration date of the card. Contractors agree to accept payment through the use of the Commonwealth Purchasing Card.

V.8 CONTRACT-006.1 Independent Prime Contractor (Oct 2006)

In performing its obligations under the Contract, the Contractor will act as an independent contractor and not as an employee or agent of the Commonwealth. The Contractor will be responsible for all services in this Contract whether or not Contractor provides them directly. Further, the Contractor is the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

V.9 CONTRACT-007.01b Delivery of Services (Nov 30 2006)

The Contractor shall proceed with all due diligence in the performance of the services with qualified personnel, in accordance with the completion criteria set forth in the Contract.

V.10 CONTRACT-007.02 Estimated Quantities (Nov 30 2006)

It shall be understood and agreed that any quantities listed in the Contract are estimated only and may be increased or decreased in accordance with the actual requirements of the Commonwealth and that the Commonwealth in accepting any bid or portion thereof, contracts only and agrees to purchase only the materials and services in such quantities as represent the actual requirements of the Commonwealth. The Commonwealth reserves the right to purchase materials and services covered under the Contract through a separate competitive procurement procedure, whenever Commonwealth deems it to be in its best interest.

V.11 CONTRACT-008.1a Warranty. (Oct 2006)

The Contractor warrants that all items furnished and all services performed by the Contractor, its agents and subcontractors shall be free and clear of any defects in workmanship or materials. Unless otherwise stated in the Contract, all items are warranted for a period of one year following delivery by the Contractor and acceptance by the Commonwealth. The Contractor shall repair, replace or otherwise correct any problem with the delivered item. When an item is replaced, it shall be replaced with an item of equivalent or superior quality without any additional cost to the Commonwealth.

V.12 CONTRACT-009.1c Patent, Copyright, and Trademark Indemnity (Oct 2013)

The Contractor warrants that it is the sole owner or author of, or has entered into a suitable legal agreement concerning either: a) the design of any product or process provided or used in the performance of the Contract which is covered by a patent, copyright, or trademark registration or other right duly authorized by state or federal law or b) any copyrighted matter in any report, document or other material provided to the Commonwealth under the contract.

The Contractor shall defend any suit or proceeding brought against the Commonwealth on account of any alleged

patent, copyright or trademark infringement in the United States of any of the products provided or used in the performance of the Contract.

This is upon condition that the Commonwealth shall provide prompt notification in writing of such suit or proceeding; full right, authorization and opportunity to conduct the defense thereof; and full information and all reasonable cooperation for the defense of same.

As principles of governmental or public law are involved, the Commonwealth may participate in or choose to conduct, in its sole discretion, the defense of any such action.

If information and assistance are furnished by the Commonwealth at the Contractor's written request, it shall be at the Contractor's expense, but the responsibility for such expense shall be only that within the Contractor's written authorization.

The Contractor shall indemnify and hold the Commonwealth harmless from all damages, costs, and expenses, including attorney's fees that the Contractor or the Commonwealth may pay or incur by reason of any infringement or violation of the rights occurring to any holder of copyright, trademark, or patent interests and rights in any products provided or used in the performance of the Contract.

If any of the products provided by the Contractor in such suit or proceeding are held to constitute infringement and the use is enjoined, the Contractor shall, at its own expense and at its option, either procure the right to continue use of such infringement products, replace them with non-infringement equal performance products or modify them so that they are no longer infringing.

If the Contractor is unable to do any of the preceding, the Contractor agrees to remove all the equipment or software which are obtained contemporaneously with the infringing product, or, at the option of the Commonwealth, only those items of equipment or software which are held to be infringing, and to pay the Commonwealth: 1) any amounts paid by the Commonwealth towards the purchase of the product, less straight line depreciation; 2) any license fee paid by the Commonwealth for the use of any software, less an amount for the period of usage; and 3) the pro rata portion of any maintenance fee representing the time remaining in any period of maintenance paid for. The obligations of the Contractor under this paragraph continue without time limit. No costs or expenses shall be incurred for the account of the Contractor without its written consent.

V.13 CONTRACT-009.1d Ownership Rights (Oct 2006)

The Commonwealth shall have unrestricted authority to reproduce, distribute, and use any submitted report, data, or material, and any software or modifications and any associated documentation that is designed or developed and delivered to the Commonwealth as part of the performance of the Contract.

V.14 CONTRACT-010.1a Acceptance (Oct 2006)

No item(s) received by the Commonwealth shall be deemed accepted until the Commonwealth has had a reasonable opportunity to inspect the item(s). Any item(s) which is discovered to be defective or fails to conform to the specifications may be rejected upon initial inspection or at any later time if the defects contained in the item(s) or the noncompliance with the specifications were not reasonably ascertainable upon the initial inspection. It shall thereupon become the duty of the Contractor to remove rejected item(s) from the premises without expense to the Commonwealth within fifteen (15) days after notification. Rejected item(s) left longer than fifteen (15) days will be regarded as abandoned, and the Commonwealth shall have the right to dispose of them as its own property and shall retain that portion of the proceeds of any sale which represents the Commonwealth's costs and expenses in regard to the storage and sale of the item(s). Upon notice of rejection, the Contractor shall immediately replace all such rejected item(s) with others conforming to the specifications and which are not defective. If the Contractor fails, neglects or refuses to do so, the Commonwealth shall then have the right to procure a corresponding quantity of such item(s), and deduct from any monies due or that may thereafter become due to the Contractor, the difference between the price stated in the Contract and the cost thereof to the Commonwealth.

V.15 CONTRACT-011.1a Compliance With Law (Oct 2006)

The Contractor shall comply with all applicable federal and state laws and regulations and local ordinances in the performance of the Contract.

V.16 CONTRACT-013.1 Environmental Provisions (Oct 2006)

In the performance of the Contract, the Contractor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations, including, but not limited to: the Clean Streams Law Act of June 22, 1937 (P.L. 1987, No. 394), as amended 35 P.S. Section 691.601 et seq.; the Pennsylvania Solid Waste Management Act, Act of July 7, 1980 (P.L. 380, No. 97), as amended, 35 P.S. Section 6018.101 et seq. ; and the Dam Safety and Encroachment Act, Act of November 26, 1978 (P.L. 1375, No. 325), as amended , 32 P.S. Section 693.1.

V.17 CONTRACT-014.1 Post-Consumer Recycled Content (June 2016)

Except as specifically waived by the Department of General Services in writing, any products which are provided to the Commonwealth as a part of the performance of the Contract must meet the minimum percentage levels for total recycled content as specified by the Environmental Protection Agency in its Comprehensive Procurement Guidelines, which can be found at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program> .

V.18 CONTRACT-014.3 Recycled Content Enforcement (February 2012)

The Contractor may be required, after delivery of the Contract item(s), to provide the Commonwealth with documentary evidence that the item(s) was in fact produced with the required minimum percentage of post-consumer and recovered material content.

V.19 CONTRACT-015.1 Compensation (Oct 2006)

The Contractor shall be required to furnish the awarded item(s) at the price(s) quoted in the Purchase Order. All item(s) shall be delivered within the time period(s) specified in the Purchase Order. The Contractor shall be compensated only for item(s) that are delivered and accepted by the Commonwealth.

V.20 CONTRACT-015.1A Compensation/Expenses (Oct 2013)

The Contractor shall be required to perform the specified services at the price(s) quoted in the Contract. All services shall be performed within the time period(s) specified in the Contract. The Contractor shall be compensated only for work performed to the satisfaction of the Commonwealth. The Contractor shall not be allowed or paid travel or per diem expenses except as specifically set forth in the Contract.

V.21 CONTRACT-015.2 Billing Requirements (February 2012)

Unless the Contractor has been authorized by the Commonwealth for Evaluated Receipt Settlement or Vendor Self-Invoicing , the Contractor shall include in all of its invoices the following minimum information:

- Vendor name and "Remit to" address, including SAP Vendor number;
- Bank routing information, if ACH;
- SAP Purchase Order number;
- Delivery Address, including name of Commonwealth agency;
- Description of the supplies/services delivered in accordance with SAP Purchase Order (include purchase order line number if possible);
- Quantity provided;

- Unit price;
- Price extension;
- Total price; and
- Delivery date of supplies or services.

If an invoice does not contain the minimum information set forth in this paragraph, the Commonwealth may return the invoice as improper. If the Commonwealth returns an invoice as improper, the time for processing a payment will be suspended until the Commonwealth receives a correct invoice. The Contractor may not receive payment until the Commonwealth has received a correct invoice.

Contractors are required to establish separate billing accounts with each using agency and invoice them directly. Each invoice shall be itemized with adequate detail and match the line item on the Purchase Order. In no instance shall any payment be made for services to the Contractor that are not in accordance with the prices on the Purchase Order, the Contract, updated price lists or any discounts negotiated by the purchasing agency.

V.22 CONTRACT-016.1 Payment (Oct 2006)

- a. The Commonwealth shall put forth reasonable efforts to make payment by the required payment date. The required payment date is: (a) the date on which payment is due under the terms of the Contract; (b) thirty (30) days after a proper invoice actually is received at the "Bill To" address if a date on which payment is due is not specified in the Contract (a "proper" invoice is not received until the Commonwealth accepts the service as satisfactorily performed); or (c) the payment date specified on the invoice if later than the dates established by (a) and (b) above. Payment may be delayed if the payment amount on an invoice is not based upon the price(s) as stated in the Contract. If any payment is not made within fifteen (15) days after the required payment date, the Commonwealth may pay interest as determined by the Secretary of Budget in accordance with Act No. 266 of 1982 and regulations promulgated pursuant thereto. Payment should not be construed by the Contractor as acceptance of the service performed by the Contractor. The Commonwealth reserves the right to conduct further testing and inspection after payment, but within a reasonable time after performance, and to reject the service if such post payment testing or inspection discloses a defect or a failure to meet specifications. The Contractor agrees that the Commonwealth may set off the amount of any state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth against any payments due the Contractor under any contract with the Commonwealth.
- b. The Commonwealth shall have the option of using the Commonwealth purchasing card to make purchases under the Contract or Purchase Order. The Commonwealth's purchasing card is similar to a credit card in that there will be a small fee which the Contractor will be required to pay and the Contractor will receive payment directly from the card issuer rather than the Commonwealth. Any and all fees related to this type of payment are the responsibility of the Contractor. In no case will the Commonwealth allow increases in prices to offset credit card fees paid by the Contractor or any other charges incurred by the Contractor, unless specifically stated in the terms of the Contract or Purchase Order.

V.23 CONTRACT-017.1 Taxes (Dec 5 2006)

The Commonwealth is exempt from all excise taxes imposed by the Internal Revenue Service and has accordingly registered with the Internal Revenue Service to make tax free purchases under Registration No. 23-23740001-K. With the exception of purchases of the following items, no exemption certificates are required and none will be issued: undyed diesel fuel, tires, trucks, gas guzzler emergency vehicles, and sports fishing equipment. The Commonwealth is also exempt from Pennsylvania state sales tax, local sales tax, public transportation assistance taxes and fees and vehicle rental tax. The Department of Revenue regulations provide that exemption certificates are not required for sales made to governmental entities and none will be issued. Nothing in this paragraph is meant to exempt a construction contractor from the payment of any of these taxes or fees which are required to be paid with respect to the purchase, use, rental, or lease of tangible personal property or taxable services used or transferred in connection with the performance of a construction contract.

V.24 CONTRACT-018.1 Assignment of Antitrust Claims (Oct 2006)

The Contractor and the Commonwealth recognize that in actual economic practice, overcharges by the Contractor's suppliers resulting from violations of state or federal antitrust laws are in fact borne by the Commonwealth. As part of the consideration for the award of the Contract, and intending to be legally bound, the Contractor assigns to the Commonwealth all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products and services which are the subject of this Contract.

V.25 CONTRACT-019.1 Hold Harmless Provision (Nov 30 2006)

- a. The Contractor shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all third party claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under this Contract, provided the Commonwealth gives Contractor prompt notice of any such claim of which it learns. Pursuant to the Commonwealth Attorneys Act (71 P.S. Section 732-101, *et seq.*), the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under such terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits.
- b. Notwithstanding the above, neither party shall enter into any settlement without the other party's written consent, which shall not be unreasonably withheld. The Commonwealth may, in its sole discretion, allow the Contractor to control the defense and any related settlement negotiations.

V.26 CONTRACT-020.1 Audit Provisions (Oct 2006)

The Commonwealth shall have the right, at reasonable times and at a site designated by the Commonwealth, to audit the books, documents and records of the Contractor to the extent that the books, documents and records relate to costs or pricing data for the Contract. The Contractor agrees to maintain records which will support the prices charged and costs incurred for the Contract. The Contractor shall preserve books, documents, and records that relate to costs or pricing data for the Contract for a period of three (3) years from date of final payment. The Contractor shall give full and free access to all records to the Commonwealth and/or their authorized representatives.

V.27 CONTRACT-021.1 Default (Oct 2013)

a. The Commonwealth may, subject to the Force Majeure provisions of this Contract, and in addition to its other rights under the Contract, declare the Contractor in default by written notice thereof to the Contractor, and terminate (as provided in the Termination Provisions of this Contract) the whole or any part of this Contract or any Purchase Order for any of the following reasons:

- 1) Failure to begin work within the time specified in the Contract or Purchase Order or as otherwise specified;
- 2) Failure to perform the work with sufficient labor, equipment, or material to ensure the completion of the specified work in accordance with the Contract or Purchase Order terms;
- 3) Unsatisfactory performance of the work;
- 4) Failure to deliver the awarded item(s) within the time specified in the Contract or Purchase Order or as otherwise specified;
- 5) Improper delivery;
- 6) Failure to provide an item(s) which is in conformance with the specifications referenced in the Contract or Purchase Order;

- 7) Delivery of a defective item;
- 8) Failure or refusal to remove material, or remove and replace any work rejected as defective or unsatisfactory;
- 9) Discontinuance of work without approval;
- 10) Failure to resume work, which has been discontinued, within a reasonable time after notice to do so;
- 11) Insolvency or bankruptcy;
- 12) Assignment made for the benefit of creditors;
- 13) Failure or refusal within 10 days after written notice by the Contracting Officer, to make payment or show cause why payment should not be made, of any amounts due for materials furnished, labor supplied or performed, for equipment rentals, or for utility services rendered;
- 14) Failure to protect, to repair, or to make good any damage or injury to property;
- 15) Breach of any provision of the Contract;
- 16) Failure to comply with representations made in the Contractor's bid/proposal; or
- 17) Failure to comply with applicable industry standards, customs, and practice.

b. In the event that the Commonwealth terminates this Contract or any Purchase Order in whole or in part as provided in Subparagraph a. above, the Commonwealth may procure, upon such terms and in such manner as it determines, items similar or identical to those so terminated, and the Contractor shall be liable to the Commonwealth for any reasonable excess costs for such similar or identical items included within the terminated part of the Contract or Purchase Order.

c. If the Contract or a Purchase Order is terminated as provided in Subparagraph a. above, the Commonwealth, in addition to any other rights provided in this paragraph, may require the Contractor to transfer title and deliver immediately to the Commonwealth in the manner and to the extent directed by the Contracting Officer, such partially completed items, including, where applicable, reports, working papers and other documentation, as the Contractor has specifically produced or specifically acquired for the performance of such part of the Contract or Purchase Order as has been terminated. Except as provided below, payment for completed work accepted by the Commonwealth shall be at the Contract price. Except as provided below, payment for partially completed items including, where applicable, reports and working papers, delivered to and accepted by the Commonwealth shall be in an amount agreed upon by the Contractor and Contracting Officer. The Commonwealth may withhold from amounts otherwise due the Contractor for such completed or partially completed works, such sum as the Contracting Officer determines to be necessary to protect the Commonwealth against loss.

d. The rights and remedies of the Commonwealth provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

e. The Commonwealth's failure to exercise any rights or remedies provided in this paragraph shall not be construed to be a waiver by the Commonwealth of its rights and remedies in regard to the event of default or any succeeding event of default.

f. Following exhaustion of the Contractor's administrative remedies as set forth in the Contract Controversies Provision of the Contract, the Contractor's exclusive remedy shall be to seek damages in the Board of Claims.

V.28 CONTRACT-022.1 Force Majeure (Oct 2006)

Neither party will incur any liability to the other if its performance of any obligation under this Contract is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but aren't limited to, acts of God or war, changes in controlling law, regulations, orders or the

requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, general strikes throughout the trade, and freight embargoes.

The Contractor shall notify the Commonwealth orally within five (5) days and in writing within ten (10) days of the date on which the Contractor becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall (i) describe fully such cause(s) and its effect on performance, (ii) state whether performance under the contract is prevented or delayed and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay. The Contractor shall have the burden of proving that such cause(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce such supporting documentation as the Commonwealth may reasonably request. After receipt of such notification, the Commonwealth may elect to cancel the Contract, cancel the Purchase Order, or to extend the time for performance as reasonably necessary to compensate for the Contractor's delay.

In the event of a declared emergency by competent governmental authorities, the Commonwealth by notice to the Contractor, may suspend all or a portion of the Contract or Purchase Order.

V.29 CONTRACT-023.1a Termination Provisions (Oct 2013)

The Commonwealth has the right to terminate this Contract or any Purchase Order for any of the following reasons. Termination shall be effective upon written notice to the Contractor.

a. **TERMINATION FOR CONVENIENCE:** The Commonwealth shall have the right to terminate the Contract or a Purchase Order for its convenience if the Commonwealth determines termination to be in its best interest. The Contractor shall be paid for work satisfactorily completed prior to the effective date of the termination, but in no event shall the Contractor be entitled to recover loss of profits.

b. **NON-APPROPRIATION:** The Commonwealth's obligation to make payments during any Commonwealth fiscal year succeeding the current fiscal year shall be subject to availability and appropriation of funds. When funds (state and/or federal) are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the Commonwealth shall have the right to terminate the Contract or a Purchase Order. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract. Such reimbursement shall not include loss of profit, loss of use of money, or administrative or overhead costs. The reimbursement amount may be paid from any appropriations available for that purpose.

c. **TERMINATION FOR CAUSE:** The Commonwealth shall have the right to terminate the Contract or a Purchase Order for Contractor default under the Default Clause upon written notice to the Contractor. The Commonwealth shall also have the right, upon written notice to the Contractor, to terminate the Contract or a Purchase Order for other cause as specified in the Contract or by law. If it is later determined that the Commonwealth erred in terminating the Contract or a Purchase Order for cause, then, at the Commonwealth's discretion, the Contract or Purchase Order shall be deemed to have been terminated for convenience under the Subparagraph a.

V.30 CONTRACT-024.1 Contract Controversies (Oct 2011)

a. In the event of a controversy or claim arising from the Contract, the Contractor must, within six months after the cause of action accrues, file a written claim with the contracting officer for a determination. The claim shall state all grounds upon which the Contractor asserts a controversy exists. If the Contractor fails to file a claim or files an untimely claim, the Contractor is deemed to have waived its right to assert a claim in any forum. At the time the claim is filed, or within sixty (60) days thereafter, either party may request mediation through the Commonwealth Office of General Counsel Dispute Resolution Program.

b. If the Contractor or the contracting officer requests mediation and the other party agrees, the contracting officer shall promptly make arrangements for mediation. Mediation shall be scheduled so as to not delay the issuance of the final determination beyond the required 120 days after receipt of the claim if mediation is unsuccessful. If mediation is not agreed to or if resolution is not reached through mediation, the contracting

officer shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within 120 days of the receipt of the claim, unless extended by consent of the contracting officer and the Contractor. The contracting officer shall send his/her written determination to the Contractor. If the contracting officer fails to issue a final determination within the 120 days (unless extended by consent of the parties), the claim shall be deemed denied. The contracting officer's determination shall be the final order of the purchasing agency.

c. Within fifteen (15) days of the mailing date of the determination denying a claim or within 135 days of filing a claim if, no extension is agreed to by the parties, whichever occurs first, the Contractor may file a statement of claim with the Commonwealth Board of Claims. Pending a final judicial resolution of a controversy or claim, the Contractor shall proceed diligently with the performance of the Contract in a manner consistent with the determination of the contracting officer and the Commonwealth shall compensate the Contractor pursuant to the terms of the Contract.

V.31 CONTRACT-025.1 Assignability and Subcontracting (Oct 2013)

a. Subject to the terms and conditions of this paragraph, this Contract shall be binding upon the parties and their respective successors and assigns.

b. The Contractor shall not subcontract with any person or entity to perform all or any part of the work to be performed under this Contract without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.

c. The Contractor may not assign, in whole or in part, this Contract or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.

d. Notwithstanding the foregoing, the Contractor may, without the consent of the Contracting Officer, assign its rights to payment to be received under the Contract, provided that the Contractor provides written notice of such assignment to the Contracting Officer together with a written acknowledgement from the assignee that any such payments are subject to all of the terms and conditions of this Contract.

e. For the purposes of this Contract, the term "assign" shall include, but shall not be limited to, the sale, gift, assignment, pledge, or other transfer of any ownership interest in the Contractor provided, however, that the term shall not apply to the sale or other transfer of stock of a publicly traded company.

f. Any assignment consented to by the Contracting Officer shall be evidenced by a written assignment agreement executed by the Contractor and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the Contract and to assume the duties, obligations, and responsibilities being assigned.

g. A change of name by the Contractor, following which the Contractor's federal identification number remains unchanged, shall not be considered to be an assignment hereunder. The Contractor shall give the Contracting Officer written notice of any such change of name.

V.32 CONTRACT-026.1 Other Contractors (Oct 2006)

The Commonwealth may undertake or award other contracts for additional or related work, and the Contractor shall fully cooperate with other contractors and Commonwealth employees, and coordinate its work with such additional work as may be required. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Commonwealth employees. This paragraph shall be included in the Contracts of all contractors with which this Contractor will be required to cooperate. The Commonwealth shall equitably enforce this paragraph as to all contractors to prevent the imposition of unreasonable burdens on any contractor.

V.33 CONTRACT-027.1 Nondiscrimination/Sexual Harassment Clause (August 2018)

The Contractor agrees:

- 1.** In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- 2.** Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
- 3.** Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the contract.
- 4.** Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- 5.** The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contracted services are performed shall satisfy this requirement for employees with an established work site.
- 6.** The Contractor and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
- 7.** The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
- 8.** The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
- 9.** The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the Commonwealth if, at any time

during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.

10. The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

V.34 CONTRACT-028.1 Contractor Integrity Provisions (January 2015)

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

1. DEFINITIONS. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:

a. "Affiliate" means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.

b. "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.

c. "Contractor" means the individual or entity, that has entered into this contract with the Commonwealth.

d. "Contractor Related Parties" means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.

e. "Financial Interest" means either:

(1) Ownership of more than a five percent interest in any business; or

(2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.

f. "Gratuity" means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the *Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b)*, shall apply.

g. "Non-bid Basis" means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

2. In furtherance of this policy, Contractor agrees to the following:

a. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.

b. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.

c. Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give,

offer, confer or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.

d. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than the Contractor's submission of the contract signed by Contractor.

e. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:

- (1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
- (2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
- (3) had any business license or professional license suspended or revoked;
- (4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
- (5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract it becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

f. Contractor shall comply with the requirements of the *Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.)* regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the *Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a)*.

g. When contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.

h. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that is has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance

with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

i. Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.

j. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation or otherwise.

V.35 CONTRACT-029.1 Contractor Responsibility Provisions (Nov 2010)

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

1. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.

2. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.

3. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.

4. The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.

5. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

6. The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <http://www.dgs.state.pa.us/> or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No: (717) 783-6472
FAX No: (717) 787-9138

V.36 CONTRACT-030.1 Americans with Disabilities Act (April 1, 2010)

a. Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. Section 35.101 et seq., the Contractor understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Contract or from activities provided for under this Contract on the basis of the disability. As a condition of accepting this contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. Section 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to all benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.

b. The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of Subparagraph a above.

V.37 CONTRACT-032.1 Covenant Against Contingent Fees (Oct 2006)

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Commonwealth shall have the right to terminate the Contract without liability or in its discretion to deduct from the Contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

V.38 CONTRACT-033.1 Applicable Law (Oct 2006)

This Contract shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Contractor agrees that any such court shall have in personam jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

V.39 CONTRACT- 034.1b Integration (Nov 30 2006)

This Contract, including the Invitation for Bids, the Contractor's bid, all referenced documents, and any Purchase Order constitutes the entire agreement between the parties. No agent, representative, employee or officer of either the Commonwealth or the Contractor has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with the Contract, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any

custom or usage, shall be permitted to modify or contradict any of the terms and conditions of the Contract. No modifications, alterations, changes, or waiver to the Contract or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties.

V.40 CONTRACT-034.2b Order of Precedence - IFB (Dec 6 2006)

In the event there is a conflict among the documents comprising this Contract, the Commonwealth and the Contractor agree on the following order of precedence: the Contract; the IFB; and the Contractor's Bid in Response to the IFB.

V.41 CONTRACT-034.3 Controlling Terms and Conditions (Aug 2011)

The terms and conditions of this Contract shall be the exclusive terms of agreement between the Contractor and the Commonwealth. All quotations requested and received from the Contractor are for obtaining firm pricing only. Other terms and conditions or additional terms and conditions included or referenced in the Contractor's quotations, invoices, business forms, or other documentation shall not become part of the parties' agreement and shall be disregarded by the parties, unenforceable by the Contractor and not binding on the Commonwealth.

V.42 CONTRACT-035.1a Changes (Oct 2006)

The Commonwealth reserves the right to make changes at any time during the term of the Contract or any renewals or extensions thereof: 1) to increase or decrease the quantities resulting from variations between any estimated quantities in the Contract and actual quantities; 2) to make changes to the services within the scope of the Contract; 3) to notify the Contractor that the Commonwealth is exercising any Contract renewal or extension option; or 4) to modify the time of performance that does not alter the scope of the Contract to extend the completion date beyond the Expiration Date of the Contract or any renewals or extensions thereof. Any such change shall be made by the Contracting Officer by notifying the Contractor in writing. The change shall be effective as of the date of the change, unless the notification of change specifies a later effective date. Such increases, decreases, changes, or modifications will not invalidate the Contract, nor, if performance security is being furnished in conjunction with the Contract, release the security obligation. The Contractor agrees to provide the service in accordance with the change order. Any dispute by the Contractor in regard to the performance required by any notification of change shall be handled through Contract Controversies Provision.

V.43 CONTRACT-036.1 Background Checks (February 2016)

a. The Contractor must, at its expense, arrange for a background check for each of its employees, as well as the employees of any of its subcontractors, who will have access to Commonwealth facilities, either through on-site access or through remote access. Background checks are to be conducted via the Request for Criminal Record Check form and procedure found at <http://www.psp.state.pa.us/psp/lib/psp/sp4-164.pdf>. The background check must be conducted prior to initial access and on an annual basis thereafter.

b. Before the Commonwealth will permit access to the Contractor, the Contractor must provide written confirmation that the background checks have been conducted. If, at any time, it is discovered that a Contractor employee has a criminal record that includes a felony or misdemeanor involving terroristic behavior, violence, use of a lethal weapon, or breach of trust/fiduciary responsibility or which raises concerns about building, system or personal security or is otherwise job-related, the Contractor shall not assign that employee to any Commonwealth facilities, shall remove any access privileges already given to the employee and shall not permit that employee remote access unless the Commonwealth consents to the access, in writing, prior to the access. The Commonwealth may withhold its consent in its sole discretion. Failure of the Contractor to comply with the terms of this Section on more than one occasion or Contractor's failure to appropriately address any single failure to the satisfaction of the Commonwealth may result in the Contractor being deemed in default of its Contract.

c. The Commonwealth specifically reserves the right of the Commonwealth to conduct background checks over and above that described herein.

d. Access to certain Capitol Complex buildings and other state office buildings is controlled by means of card readers and secured visitors' entrances. Commonwealth contracted personnel who have regular and routine business in Commonwealth worksites may be issued a photo identification or access badge subject to the requirements of the contracting agency and DGS set forth in [Enclosure 3 of Commonwealth Management Directive 625.10 \(Amended\) Card Reader and Emergency Response Access to Certain Capitol Complex Buildings and Other State Office Buildings](#). The requirements, policy and procedures include a processing fee payable by the Contractor for contracted personnel photo identification or access badges.

V.44 CONTRACT-037.1a Confidentiality (Oct 2013)

(a) The Contractor agrees to protect the confidentiality of the Commonwealth's confidential information. The Commonwealth agrees to protect the confidentiality of Contractor's confidential information. In order for information to be deemed confidential, the party claiming confidentiality must designate the information as "confidential" in such a way as to give notice to the other party (notice may be communicated by describing the information, and the specifications around its use or disclosure, in the SOW). Neither party may assert that information owned by the other party is such party's confidential information. The parties agree that such confidential information shall not be copied, in whole or in part, or used or disclosed except when essential for authorized activities under this Contract and, in the case of disclosure, where the recipient of the confidential information has agreed to be bound by confidentiality requirements no less restrictive than those set forth herein. Each copy of such confidential information shall be marked by the party making the copy with any notices appearing in the original. Upon termination or cancellation of this Contract or any license granted hereunder, the receiving party will return to the disclosing party all copies of the confidential information in the receiving party's possession, other than one copy, which may be maintained for archival purposes only, and which will remain subject to this Contract's security, privacy, data retention/destruction and confidentiality provisions (all of which shall survive the expiration of this Contract). Both parties agree that a material breach of these requirements may, after failure to cure within the time frame specified in this Contract, and at the discretion of the non-breaching party, result in termination for default pursuant to the DEFAULT provision of this Contract, in addition to other remedies available to the non-breaching party.

(b) Insofar as information is not otherwise protected by law or regulation, the obligations stated in this Section do not apply to information:

- (1) already known to the recipient at the time of disclosure other than through the contractual relationship;
- (2) independently generated by the recipient and not derived by the information supplied by the disclosing party.
- (3) known or available to the public, except where such knowledge or availability is the result of unauthorized disclosure by the recipient of the proprietary information;
- (4) disclosed to the recipient without a similar restriction by a third party who has the right to make such disclosure; or
- (5) required to be disclosed by law, regulation, court order, or other legal process.

There shall be no restriction with respect to the use or disclosure of any ideas, concepts, know-how, or data processing techniques developed alone or jointly with the Commonwealth in connection with services provided to the Commonwealth under this Contract.

(c) The Contractor shall use the following process when submitting information to the Commonwealth it believes to be confidential and/or proprietary information or trade secrets:

- (1) Prepare an un-redacted version of the appropriate document, and
- (2) Prepare a redacted version of the document that redacts the information that is asserted to be confidential or proprietary information or a trade secret, and
- (3) Prepare a signed written statement that states:

- (i) the attached document contains confidential or proprietary information or trade secrets;
 - (ii) the Contractor is submitting the document in both redacted and un-redacted format in accordance with 65 P.S. § 67.707(b); and
 - (iii) the Contractor is requesting that the document be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests.
- (4) Submit the two documents along with the signed written statement to the Commonwealth.

V.45 CONTRACT-051.1 Notice (Dec 2006)

Any written notice to any party under this Contract shall be deemed sufficient if delivered personally, or by facsimile, teletype, electronic or digital transmission (provided such delivery is confirmed), or by a recognized overnight courier service (e.g., DHL, Federal Express, etc.) with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested, and sent to following:

- a. If to the Contractor: the Contractor's address as recorded in the Commonwealth's Supplier Registration system.
- b. If to the Commonwealth: the address of the Issuing Office as set forth on the Contract.

V.46 CONTRACT-052.1 Right to Know Law (Feb 2010)

a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this Contract. For the purpose of these provisions, the term "the Commonwealth" shall refer to the contracting Commonwealth agency.

b. If the Commonwealth needs the Contractor's assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.

c. Upon written notification from the Commonwealth that it requires the Contractor's assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), the Contractor shall:

- 1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor's possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
- 2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.

d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.

e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.

f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth.

g. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

h. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

i. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

V.47 CONTRACT-053.1 Enhanced Minimum Wage Provisions (July 2018)

1. **Enhanced Minimum Wage.** Contractor/Lessor agrees to pay no less than \$12.00 per hour to its employees for all hours worked directly performing the services called for in this Contract/Lease, and for an employee's hours performing ancillary services necessary for the performance of the contracted services or lease when such employee spends at least twenty per cent (20%) of their time performing ancillary services in a given work week.
2. **Adjustment.** Beginning July 1, 2019, and annually thereafter, the minimum wage rate shall be increased by \$0.50 until July 1, 2024, when the minimum wage reaches \$15.00. Thereafter, the minimum wage rate would be increased by an annual cost-of-living adjustment using the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) for Pennsylvania, New Jersey, Delaware, and Maryland. The applicable adjusted amount shall be published in the Pennsylvania Bulletin by March 1 of each year to be effective the following July 1.
3. **Exceptions.** These Enhanced Minimum Wage Provisions shall not apply to employees:
 - a. exempt from the minimum wage under the Minimum Wage Act of 1968;
 - b. covered by a collective bargaining agreement;
 - c. required to be paid a higher wage under another state or federal law governing the services, including the Prevailing Wage Act and Davis-Bacon Act; or
 - d. required to be paid a higher wage under any state or local policy or ordinance.
4. **Notice.** Contractor/Lessor shall post these Enhanced Minimum Wage Provisions for the entire period of the contract conspicuously in easily-accessible and well-lighted places customarily frequented by employees at or near where the contracted services are performed.
5. **Records.** Contractor/Lessor must maintain and, upon request and within the time periods requested by the Commonwealth, furnish all employment and wage records necessary to document compliance with these Enhanced Minimum Wage Provisions.
6. **Sanctions.** Failure to comply with these Enhanced Minimum Wage Provisions may result in the imposition of sanctions, which may include, but shall not be limited to, termination of the contract or lease, nonpayment, debarment or referral to the Office of General Counsel for appropriate civil or criminal referral.
7. **Subcontractors.** Contractor/Lessor shall include the provisions of these Enhanced Minimum Wage Provisions in every subcontract so that these provisions will be binding upon each subcontractor.

PARTICIPATING ADDENDUM
for Sourcewell - Contract Number 012821-GDI
(Auction Services with Related Solutions)
between the Commonwealth of Pennsylvania and
Liquidity Services Operations LLC DBA GovDeals

THIS PARTICIPATING ADDENDUM to Sourcewell (formerly National Joint Powers Alliance[®]) (herein “Sourcewell”) Contract Number 012821-GDI (Auction Services with Related Solutions) is hereby entered into between the Commonwealth of Pennsylvania (herein “Commonwealth”), Department of General Services (herein “Department”), located at 515 North Office Building, Harrisburg, Pennsylvania 17125-0001, and Liquidity Services Operations LLC DBA GovDeals (herein “GovDeals”), located at 100 Capitol Commerce Blvd., Suite 110, Montgomery, Alabama 36117, to allow for the Department’s use of the Sourcewell Contract to dispose of surplus assets.

WHEREAS, the Department, through its Bureau of Supplies and Surplus Operations (herein “Bureau”) is responsible for the sale, lease or disposal of surplus property for the Executive and Independent agencies of the Commonwealth; and

WHEREAS, the Bureau also receives assets confiscated from travelers by the Transportation Safety Administration (herein “TSA”) and forwarded to the Department for sale or disposal, referred to as “TSA property”; and

WHEREAS, Sourcewell is a governmental agency operating under the enabling authority outlines in Minnesota Statute 123A.21 as a cooperative purchasing body for member governmental and educational agencies; and

WHEREAS, on December 8, 2020, Sourcewell issued Request for Proposal #012821 to obtain Auction Services with Related Solutions; and

WHEREAS, as a result of the RFP, on March 17, 2021 Sourcewell executed a contract with GovDeals, an online auction enterprise specializing in auctions for governmental entities; and

WHEREAS, the Bureau requires the services of an online auction provider to sell state surplus property and TSA property to the general public; and

WHEREAS, the Commonwealth is a member of Sourcewell; and

WHEREAS, the Bureau, after researching the various options available, has determined that it is in the best interest of the Commonwealth to enter into a cooperative purchasing agreement with GovDeals as a member of Sourcewell; and

WHEREAS, Section 1902 of the Commonwealth Procurement Code (62 Pa. C.S. § 1902) authorizes the Department to enter into cooperative purchasing agreements for the procurement of any supplies, services, or construction; and

WHEREAS, the Department and GovDeals have agreed to enter into this Participating Addendum to the Sourcewell Contract.

NOW THEREFORE, intending to be legally bound hereby, the Department and GovDeals agree as follows:

1. The Department will use GovDeals for its online auction provider for TSA property in accordance with the services established under the Sourcewell Contract. The Department and GovDeals understand that, at any time, the Department may undertake a separate procurement to supplement or replace the services being performed by GovDeals under this Participating Addendum.
2. This Participating Addendum is comprised of the following documents, which are listed in order of precedence in the event of a conflict between these documents:
 - a. Contract Terms and Conditions which is attached hereto as Exhibit A and made a part hereof.
 - b. Sourcewell Contract Number 012821-GDI, dated March 17, 2021, which is attached hereto as Exhibit B.
3. The term of the Participating Addendum shall be from the Effective Date, as set forth in **V.2 Contract-002.1a Term of Contract** of Exhibit A and shall terminate on March 19, 2025. This contract may be renewed for an additional one-year term at the discretion of the Department provided that Sourcewell exercises a concurrent one-year renewal option provided in Contract Number 012821-GDI.
4. The Department is permitted to use GovDeals for any surplus property, including TSA property that the Department deems would be best offered for sale through GovDeals. The determination of whether or not to use GovDeals to sell or dispose of surplus property is within its sole discretion.
5. The Department will select the payment option it deems to be most advantageous from those set forth in the Sourcewell Contract. GovDeals shall be permitted to offer, and the Department shall be permitted to select, a payment option more advantageous than those explicitly set forth in the Sourcewell Contract. If the selected payment option results in the need for GovDeals to invoice the Department, the Department will, upon receipt of invoice from GovDeals, remit payment to GovDeals in accordance with the Payment Terms contained within **V.22 Contract-016.1 Payment** of the *Standard Contract Terms and Conditions*, attached and incorporated into this Participating Addendum as Exhibit A. The Department shall have the right to change its selected payment option during the term of this contract at its discretion with the mutual agreement of GovDeals.

IN WITNESS WHEREOF, the Commonwealth and GovDeals have signed this Participating Addendum. Execution by the Commonwealth will be as described in V.5 Contract-003.1a Signatures of the Standard Contract Terms and Conditions.

Witness:

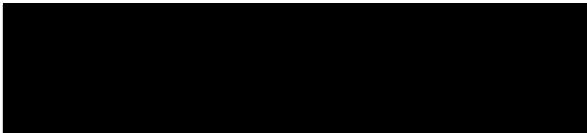
CONTRACTOR:

By: Nina Praopongsavath 4/21/2021
Date

By: St. K. J. 4/21/2021
Date

Nina Praopongsavath/Admin
Printed Name and Title

Steve Kranzusch/VP General Manager
Printed Name and Title



**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES**

By: To be affixed electronically _____
Deputy Secretary for Procurement Date

APPROVED AS TO FORM AND LEGALITY:

To be affixed electronically _____
Office of Chief Counsel Date

To be affixed electronically _____
Office of General Counsel Date

To be affixed electronically _____
Office of Attorney General Date

**APPROVED FOR FISCAL RESPONSIBILITY,
BUGETARY APPROPRIATENESS AND
AVAILABILITY OF FUNDS:**

To be affixed electronically _____
Comptroller Date

Exhibit B

Contract Number 012821-GDI

**Between Sourcewell
and**

Liquidity Services Operations, LLC dba GovDeals

**Solicitation Number: 012821****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Liquidity Services Operations, LLC, dba GovDeals, 100 Capitol Commerce Blvd., Suite 110, Montgomery, AL 36117 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Auction Services with Related Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires March 19, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcwell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
 - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.
5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:
\$2,000,000 per claim or event
\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
\$2,000,000 per occurrence
\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial

general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

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

all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R.

§180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

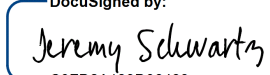
L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

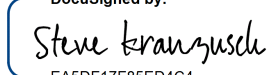
22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

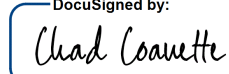
Sourcewell

Liquidity Services Operations, LLC,
dba GovDeals

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO
Date: 3/17/2021 | 11:32 AM CDT

DocuSigned by:

By: EA5DF17F85ED4C4...
Steve Kranzusch
Title: Vice President and General Manager
Date: 3/17/2021 | 4:21 PM CDT

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
Date: 3/17/2021 | 6:22 PM CDT

RFP 012821 - Auction Services with Related Solutions

Vendor Details

Company Name: Liquidity Services Operations, LLC

Does your company conduct business under any other name? If yes, please state: GovDeals

Address: 100 Capitol Commerce Blvd.
Suite 110
Montgomery, AL 36117

Contact: Alicia Andrews

Email: vendor@govdeals.com

Phone: 334-274-3846

Fax: 334-387-0519

██████████ ██████████

Submission Details

Created On: Monday January 11, 2021 10:00:02

Submitted On: Wednesday January 27, 2021 14:31:35

Submitted By: Alicia Andrews

Email: vendor@govdeals.com

Transaction #: d9c672dd-a09b-45e1-8703-4c3628e3d494

Submitter's IP Address: 68.207.139.227

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Liquidity Services Operations, LLC dba GovDeals
2	Proposer Address:	100 Capitol Commerce Blvd., Suite 110, Montgomery, AL 36117
3	Proposer website address:	www.govdeals.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Steve Kranzusch Vice President and General Manager 100 Capitol Commerce Blvd., Suite 110 Montgomery, AL 36117 skranzusch@govdeals.com 334-462-3962
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Alicia Andrews Senior Proposal Writer 100 Capitol Commerce Blvd., Suite 110 Montgomery, AL 36117 vendor@govdeals.com 334-274-3846
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	NA

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>GovDeals was founded in 1999 and was acquired by Liquidity Services, Inc. (LSI), in 2008. In 2020, they completed an internal merger, bringing GovDeals, Inc., under the subsidiary umbrella of Liquidity Services Operations, LLC (LSO).</p> <p>Headquartered in Bethesda, MD LSI is a publicly held corporation (NASDAQ: LQDT) LSI is a debt-free and financially strong corporation that operates several other reverse supply chain online marketplaces in addition to GovDeals. Upon the acquisition, GovDeals quickly became one of the LSI's flagship marketplaces - and one of its most successful.</p> <p>GovDeals currently has 100 direct full-time employees, with more than half working remotely from the field in order to best serve clients in their local areas throughout the United States and Canada. In addition to this direct support, additional staffing and substantial resources come from LSI.</p> <p>Today, more than 14,000 state and local governments have transitioned some or all their surplus auctions to GovDeals.com, and our company has facilitated the sale of over 2 million government-owned assets/lots for total auction sales surpassing \$2.4 billion. Since GovDeals was first awarded a Sourcewell contract in 2011, over 400 Sourcewell member agencies have successfully sold over \$133 million in surplus auction sales on GovDeals.com.</p> <p>What our clients like most about GovDeals:</p> <ul style="list-style-type: none"> • GovDeals auctions are conducted in a totally transparent environment with terms and conditions, bid history, and results easily accessible by the public during the auction and for one full year after auction completion. • Robust reporting and a perpetual audit trail are readily accessible within each GovDeals client's account in perpetuity. • Our clients have access to consultative service and proven online auction best practices, as well as auction strategies that have been developed and fine-tuned during GovDeals' 20 years in the online auction business. • GovDeals is a financially strong vendor that remits payments to clients weekly, and GovDeals shoulders liability for chargebacks or fraud that may occur. • Extensive marketing outreach will be provided to reach targeted bidders at GovDeals' expense. This drives competitive bidding, increasing the final selling price of auctioned assets. Marketing efforts provided by GovDeals include niche print and online publications, email marketing, local advertising, press releases, and more.
8	What are your company's expectations in the event of an award?	<p>The management team at GovDeals, led by its Vice President and General Manager, Steve Kranzusch, will continue to enthusiastically endorse and sponsor the Sourcewell contract if awarded. With extensive cooperative award experience and knowledgeable teams already in place throughout the U.S. and Canada, GovDeals is well positioned to continue to leverage this award. Currently over 400 government agencies participate in Sourcewell's GovDeals contract, achieving over \$19 million in total auction sales during the most recently completed contract year, and we will continue to work every day to grow these totals.</p>
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Our parent company's most recent Audited Financial Statement has been provided as an attachment.</p>
10	What is your US market share for the solutions that you are proposing?	<p>Limiting the scope to companies providing self-service online sales of state and local government surplus, we estimate our market share is greater than 60%. Expanding to include the entirety of the state and local government surplus market, we estimate our US market share to be between 15%-20%.</p>
11	What is your Canadian market share for the solutions that you are proposing?	<p>Essentially, GovDeals' Canadian market share is 100%. Having overcome numerous cultural and regulatory headwinds, GovDeals continues to be the only provider of a self-service online government surplus auction solution licensed to conduct business in Canada. The overall Canadian market is typically considered to be one-tenth (10%) of the U.S. market, with a high percentage of this opportunity centering on Ontario. GovDeals has experienced remarkable growth in its Canadian business since launching in the market 8 years ago, with over 900 provincial and local governments utilizing our platform. Estimating a Canadian market of approximately 10,000 government entities, our market share is around 10%.</p>
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	<p>No</p>

13	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>GovDeals has approximately 100 direct, full-time employees, including 45 Client Account Managers and Business Development Representatives working remotely from across the United States and Canada to serve government agencies in their respective regions. Therefore, GovDeals is prepared to immediately serve Sourcewell members, regardless of the agencies' locations and sizes.</p> <p>Each participating Sourcewell member will have a dedicated account team, including a local Client Account Manager and regional Business Development Representative, to provide hands-on service and support as needed. GovDeals' Client Account Managers may be reached 24/7 via direct cell phone and email.</p> <p>Additionally, in the event your GovDeals Client Account Manager is not immediately available by phone or email, the Member will have access to our Client Services Help Desk, staffed by experienced Client Services Representatives who are available for technical questions, support, and training. The Client Help Desk is available on weekdays by live chat, toll-free phone, and email. There is absolutely no additional cost for any technical support or for use of the Help Desk.</p> <p>GovDeals is committed to maintaining a client-staff ratio that ensures our Clients receive comprehensive training and ongoing, interactive support. GovDeals has readily available financial assets and the financial backing of a strong, debt-free parent company, which enables us to hire additional staffing when and where needed in order to continuously maintain the optimum client-staff ratio and maximize the service provided to the Member and its participating agencies.</p> <p>As our company grows, new hires are carefully selected by senior management to ensure GovDeals' commitment to superior service is not just uninterrupted, but also strengthened. If at any time the Member is dissatisfied with the service provided by its GovDeals representatives, we encourage you to contact our senior management team so that we may have the opportunity to solve problems and restore our sincere commitment to helping the Member efficiently and effectively operate its surplus liquidation program.</p>	*
14	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>GovDeals maintains applicable business licensing throughout the U.S. and Canada in compliance with our clients' local ordinances. These include auction business licenses in Florida and Louisiana, a Motor Vehicle Dealer's License in California, and used vehicle dealer licenses in Ontario and British Columbia.</p>	*
15	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>N/A</p>	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	Our company was awarded the USPS Supplier Excellence Award in 2018. We have also been named in Forbes Magazine List of Best Small-Cap Companies in America six times, The Washington Post Top 200 Companies seven times, as well as receiving multiple additional awards for innovation, client success, growth, and sustainability efforts.
17	What percentage of your sales are to the governmental sector in the past three years	As government/public entities are the only agencies we serve, 100% of our sales are to the governmental and education sectors. Of our 14,500+ clients, 12,090, or 83%, are municipalities, state governments, county governments, law enforcement agencies, fire departments, public utilities, and transit authorities.
18	What percentage of your sales are to the education sector in the past three years	The education sector falls under the "government/public entities" we serve as stated in Line 17. Of our 14,500+ clients, 2,497, or 17%, are in the higher education or K-12 sector.
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Cooperatives:</p> <p>Sourcewell - \$21.9 million (2019-2020); \$24.6 million (2018-2019); \$16.8 million (2017-2018)</p> <p>NASPO ValuePoint - \$25.2 million (2019-2020); \$25.8 million (2018-2019); \$25.3 million (2017-2018)</p> <p>Omnia Partners - \$92,000 (2020-2021)</p> <p>BuyBoard - \$5.1 million (2019-2020); \$4 million (2018-2019); \$3.2 million (2017-2018)</p> <p>Pinellas County, FL - \$8.8 million (2019-2020); \$6.6 million (2018-2019); \$6 million (2017-2018)</p> <p>State/Provincial Contracts:</p> <p>State of Alabama - \$1.1 million (2020); \$1.6 million (2019); \$1.4 million (2018)</p> <p>State of Arizona - \$1,700 (2020); \$2800 (2019); \$66,000 (2018)</p> <p>State of Colorado - \$766,000 (2020)</p> <p>State of Georgia - \$4.8 million (2020); \$3.3 million (2019); \$4.2 million (2018)</p> <p>State of Indiana - \$1.6 million (2020); \$913,000 (2019)</p> <p>State of Louisiana - \$3.9 million (2020); \$2.3 million (2019); \$1.8 million (2018)</p> <p>State of Missouri - \$3.7 million (2020); \$4 million (2019); \$3.8 million (2018)</p> <p>State of Ohio - \$2.6 million (2020); \$809,000 (2019); \$587,000 (2018)</p> <p>State of Oregon - 1.7 million (2020); \$2.2 million (2019); \$2.2 million (2018)</p> <p>State of South Carolina - \$9.3 million (2020); \$5.4 million (2019); \$6.3 million (2018)</p> <p>State of Tennessee - \$6.4 million (2020); \$4.6 million (2019); \$2.8 million (2018)</p>
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GovDeals holds no GSA contracts.

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
District of Columbia Government	Marvin Manassa	202-576-7352 marvin.manassa@dc.gov
City of Virginia Beach, VA	Sharon Ratcliff	757-385-8276 sratclif@vbgov.com
City of Grande Prairie, AB	Jason Graves, Procurement Systems Specialist	780-357-8758 jgraves@cityofgp.com

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
State of South Carolina	Government	South Carolina - SC	Online Auction Services	Number of assets sold: 20,510 Average sale price: \$2,464	2020 - \$9.3 million 2019 - \$5.4 million 2018 - \$6.3 million
State of Georgia	Government	Georgia - GA	Online Auction Services	Number of assets sold: 24,577 Average sale price: \$1,552	2020 - \$4.8 million 2019 - \$3.3 million 2018 - \$4.2 million
USPS Vehicle Sales	Government	District of Columbia - DC	Online Auction Services	Number of assets sold: 11,849 Average sale price: \$2,716	2020 - \$5.8 million 2019 - \$10.9 million 2018 - \$7 million
Tennessee Valley Authority	Government	Alabama - AL	Online Auction Services	Number of assets sold: 3,977 Average sale price: \$7,475	2020 - \$1.4 million 2019 - \$3 million 2018 - \$2.4 million
State of Washington	Government	Washington - WA	Online Auction Services	Number of assets sold: 15,657 Average sale price: \$1,636	2020 - \$5.5 million 2019 - \$7.3 million 2018 - \$8.9 million

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
23	Sales force.	GovDeals currently has 21 Business Development Representatives working remotely from across the United States and Canada to serve government agencies in their respective regions as our sales force. See attached Sales Team map in documents.
24	Dealer network or other distribution methods.	NA
25	Service force.	GovDeals currently has 25 Client Account Managers (CAM) working remotely from across the United States and Canada to serve government agencies in their respective regions as our service force. See attached CAM Territories map in documents.
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	GovDeals will provide 24/7 personal, hands-on service to each participating Sourcewell Member locally through dedicated Client Account Managers (CAMs) and Regional Business Development Representatives, as well as a deep commitment to support from our corporate offices in the form of our Client Services Help Desk, extensive marketing of assets, accounting, and system upgrades. The dedicated CAM will endeavor to respond within one hour (typically much faster) to all inquiries by the Member, and will always respond within 24 hours. There will be no additional cost for these services. Direct employees provide all of GovDeals' services. In addition to their salaried compensation, GovDeals' employees are further incentivized with monthly commission or annual year-end bonuses determined by the company's profitability.

27	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	<p>Properly managing the sale of government assets and ensuring maximum ROI requires a great deal of knowledge and expertise. Although our platform is designed for the efficiency of self-service, GovDeals is committed to sharing our strategy knowledge with Sourcwell participating agencies through very interactive and hands-on service. We combine an easy-to-use website, a large and targeted bidder audience, knowledge of auction best practice, a robust marketing program, and a history of compliance with government requirements and regulations, to offer a service that is unequaled by other vendors.</p> <p>GovDeals will provide easily accessible, highly responsive technical support and customer service to all Sourcwell participating entities. Typical response time is under an hour, and we commit to always respond within 24 hours. Client Account Managers may be reached by cell phone or email 24 hours a day, 7 days a week. If for any reason a participating agency's Client Account Manager is not immediately available, they may contact GovDeals' Client Help Desk. Staffed by fully trained Client Services Representatives, the Help Desk provides technical support and problem-solving by toll-free phone, live chat, and email. The Help Desk is available Monday through Friday, 8 a.m. ET to 7 p.m. ET.</p> <p>Setting GovDeals apart from the competition, we continue to properly and proactively scale our business so that we may deliver on our promises by hiring and retaining solid, hardworking, and dedicated employees in all regions of the U.S. and Canada that believe in what we do. Our extremely low turnover has allowed GovDeals to create a strong culture of shared success and ownership in the best practices that make us a committed partner in success.</p> <p>We have 46 Client Account Managers and Business Development Representatives based strategically throughout the U.S. to provide direct service to participating entities nationwide.</p>
28	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	<p>We have a team of four Canadian Client Account Managers and Business Development Representatives led by a Managing Director exclusively to serve clients and drive adoption of GovDeals by Canadian government agencies.</p> <p>As stated in Line Item 27 above, we continue to properly and proactively scale our business so that we may deliver on our promises by hiring and retaining solid, hardworking, and dedicated employees in all regions of the U.S. and Canada that believe in what we do. Our extremely low turnover has allowed GovDeals to create a strong culture of shared success and ownership in the best practices that make us a committed partner in success.</p> <p>Canadian Sourcwell participating agencies will receive the same level of service and support that agencies in the United States receive.</p> <p>Importantly, www.GovDeals.ca transacts in Canadian dollars.</p>
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>GovDeals can serve all geographic areas of the United States and Canada through the proposed contract. The only caveat that may apply to non-contiguous state and U.S. Territories is that training could be limited to remote services such as webinars.</p>
30	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	<p>GovDeals provides services to state/provincial and local government entities throughout the United States and Canada, including higher education and K-12 agencies. Although we hold several cooperative purchasing contracts, these agreements do not limit our promotion of other contracts.</p> <p>GovDeals does not serve commercial or private not-for-profit entities that are not affiliated with a government entity. If any Sourcwell Members don't qualify to sell on GovDeals, they may qualify to become a seller on our sister company's marketplace, AllSurplus. AllSurplus is a separate Business Unit and has its own distinct client base and customer service organization dedicated to commercial and other private entities and is not intended for the sale of new or resale items. AllSurplus was developed separately from GovDeals in order to keep GovDeals purely focused on our government clients.</p>
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>There are no specific contract requirements or restrictions that would apply to Sourcwell Members in Hawaii, Alaska, and territories. GovDeals currently serves nearly 30 clients in Alaska, including the State of Alaska. The only caveat that may apply to non-contiguous states and U.S. Territories is that training could be limited to remote services such as webinars.</p>

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	GovDeals will continue to market this contract as follows: <ul style="list-style-type: none"> • Promotion by the 46 field-based sales and client service representatives • Promotion at the 140+ national, regional and local trade shows and seminars we attend annually (Note: attendance to such events is limited during the COVID-19 pandemic) • Encouraging cooperative contract utilization when responding to solicitations • Promotion through our formal consulting representation by Government Sourcing Solutions (GSS) Samples of marketing materials promoting GovDeals' cooperative contracts are provided in the document upload section.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We utilize social media and many other methods to promote and increase awareness of GovDeals, as well as specific client assets. Our experienced web development team uses rich search engine optimization (SEO) strategies to foster online visibility for all our clients' assets listed on GovDeals. Additionally, our marketing team places targeted advertisements and writes press releases to drive traffic to our clients' auctions. Our Marketing Communications Team utilizes tools such as HubSpot, Constant Contact, and PowerBI.
34	In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?	The Sourcwell award has been strongly integrated into GovDeals' sales processes and culture based on over 10 years of increasingly enthusiastic promotion of the contract where and when a cooperative or more formal contracting vehicle is needed. Our experience is that Sourcwell's role has been to equally promote all vendors sharing an award. Our view is the award would be even more successful, overall, if the specific advantages of a single online self-service vendor could be directly promoted by Sourcwell.
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	As a service provider, e-procurement ordering is not applicable. However, GovDeals' website features a one-time sign-up feature to simplify onboarding. Sourcwell Members may sign up online to utilize our service, including the ability to indicate their desire to ride the Sourcwell contract.

Table 8: Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	There is no additional cost for initial and ongoing training and support. Details regarding training, which is conducted by each entity's regional Client Account Manager, are provided in uploaded documentation, including a typical schedule for implementation of the GovDeals platform. There is no limit to the number of users that can be trained for each entity. A key difference between GovDeals and other vendors is GovDeals' commitment to enthusiastically support of the Participating Entities' auction management personnel. We believe strongly in the value of our best practices strategies, and we are eager to help Sourcwell Members realize untapped revenues. The GovDeals system and service offers Sourcwell Members value-added benefits such as Reallocation Tiers, Elevated Service Models, Departmental Billing, and so much more. See the uploaded documentation for the full list of such attributes.
37	Describe any technological advances that your proposed products or services offer.	In addition to the inherent advantages of in-place online auctions, GovDeals' emphasis on stable, scalable technology provides many vital benefits: <ul style="list-style-type: none"> • The GovDeals system continues to be operated by our own internal IT Department. This very experienced and agile 7-person team is dedicated to development, operation, and support of the GovDeals system. Based at GovDeals' headquarters, this team is backed by a larger IT infrastructure within our parent company's global organization. • The GovDeals system and website infrastructure is hosted on the Microsoft Azure cloud platform, increasing the reliability and performance of the seller-facing and buyer-facing websites through the country and around the world. • Development releases are scheduled for every 2 weeks to strengthen code, add features, and mitigate potential risks. • GovDeals' real-time, interactive reporting capabilities are hosted in a very secure environment. Each Sourcwell Member will have 24/7 access to robust account reports providing a complete audit trail for each asset from the time it is added to the GovDeals system until it is sold and proceeds are collected. This audit trail will be available in each Participating Entity's GovDeals account in perpetuity. • GovDeals recently launched our integrated mobile site. The availability of these tools will undoubtedly further improve the selling and buying experience for mobile users.

38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Because the GovDeals online auction solution operates on an "as is, where is" basis, the environmental impact of further vehicle/equipment transportation is eliminated. More importantly, since vehicles and equipment are able to be auctioned constantly and not stored for lengthy periods of time in holding lots, the environmental risks associated with dripping mechanical fluids and mechanical degradation (which can occur rapidly on out-of-service vehicles) are virtually eliminated.</p> <p>An additional benefit is reduction in facility and outdoor space utilization. The GovDeals' continuous, as needed, "as is, where is" auction model enables surplus vehicles and heavy equipment to be sold from any location within the Sourcewell Member's jurisdiction. This means there is no need to transport to a holding lot or auction facility, and no need to accumulate vehicles for an auction "event."</p> <p>The quick turnover of surplus property that is achieved through an efficient and short sales cycle has delivered significant space savings to our Client sellers at all levels of government throughout the United States and Canada. GovDeals' terms dictate that Buyers are obligated to pick up their purchases from the current location, and Buyers are responsible for arranging their own removal of the vehicles they have purchased.</p> <p>Numerous GovDeals clients have been able to repurpose their warehouse space, vehicle lots, and other facilities as storage space needs diminished. Thousands of government agencies have realized the comprehensive environmental benefits and increased profitability far outweigh the risk of cultural change within their internal departments.</p>
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Liquidity Services Operations LLC does not carry any such certifications.
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Experience! GovDeals is the first company to offer a completely self-service, secure auction platform focused on arming government agencies with the knowledge and the tools to enable the highest possible net results for their surplus assets. Our most successful clients are the ones who leverage GovDeals' best practices and personal support.</p> <p>While GovDeals has a strong technology infrastructure, our company is a knowledge-based business with a huge commitment to interaction with our Clients for the benefit of simple operation and best net sales results. Only GovDeals overlays its self-service auction platform with knowledge-rich, field-based representatives dedicated to serving Sourcewell Members in every region of the U.S. and Canada.</p> <p>GovDeals is uniquely positioned to serve Sourcewell and its Members with an experienced staff and robust service that exactly matches Sourcewell's space and its Members' needs. As GovDeals and Sourcewell's partnership continues to grow, our company is immediately scalable to continue to serve your Members in all 50 U.S. states and across Canada without any compromise in service.</p> <p>New Value-Added Programs! The following are innovative ways to grow revenues within existing business partners and members.</p> <ul style="list-style-type: none"> • Vendor Auction Program- Sourcewell vendors will now be eligible to post surplus product such as trade-ins or end of lease for sale on GovDeals. Sourcewell will enjoy the added benefit of the standard administrative fee on any vendor sales completed on GovDeals.com. • Real Estate- With the government real estate market estimated at \$1 billion annually, Sourcewell members are eligible to use GovDeals in their sale of surplus and tax lien real estate/real property; members will have access to lower pricing structures and a targeted buyer market. Sourcewell continues to enjoy the administrative fees on these sales. In both scenarios, GovDeals' marketing team will collaborate with Sourcewell to craft messaging to be pushed out to Sourcewell vendors/members at Sourcewell's discretion. With our proven marketing program, we hosted \$4MM in real estate sales in the last three months alone!

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
42	Do your warranties cover all products, parts, and labor?	As a service provider, warranty information as expressed in this Table is not applicable to GovDeals. GovDeals' auction platform is entirely web-based, and no software will be installed on any Sourcwell Member computer.
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	As there are no warranties, there are no usage restrictions or other limitations that adversely affect coverage.
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	As there are no products to install, our technicians do not need to travel to make repairs to the GovDeals system.
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcwell participating entities in these regions be provided service for warranty repair?	As there are no products to install, our technicians do not need to travel to make repairs to the GovDeals system. GovDeals utilizes multiple internal and external notification systems to ensure that the appropriate people are notified if there are any IT warnings, critical issues, or other matters that need immediate attention 24 hours a day, 7 days a week, and 365 days a year.
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	GovDeals does not utilize any other manufacturers to provide the services proposed in this response.
47	What are your proposed exchange and return programs and policies?	GovDeals' fiduciary responsibilities to Sourcwell and its Members are guaranteed through a \$10,000,000 insurance policy. When a Sourcwell Member utilizes GovDeals' system and its Financial Settlement Services (FSS) payment collection and remittance program, the Member will not be liable for any payment fraud or chargebacks that may occur.
48	Describe any service contract options for the items included in your proposal.	Additional service models will be made available upon request at a rate to be determined by the specific needs of the Sourcwell Member. This may include service such as creating auction listings and managing the auction process. More information is available to Sourcwell and its Members upon request. We have made provisions in our pricing model for these elevated services, although specific pricing will be determined by Member needs, asset quantity, and sales volume. GovDeals will follow Sourcwell's Cost Change Form procedure if and when elevated service models are negotiated that are beyond the scope of the pricing provided within this proposal.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	The majority of GovDeals' clients elect for our company to withhold our fees from their auction proceeds remittance payment, eliminating the client from having a bill to pay. For clients that wish to receive full proceeds and remit fee payment directly to us, our payment terms are net 30 days.
50	Describe any leasing or financing options available for use by educational or governmental entities.	N/A
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcwell participating entities' purchase orders.	To access GovDeals' services, a Sourcwell participating entity can fill out the "Become a Seller" information form on our website and enter "Sourcwell" in the comments box. Our Sales Support team will then contact the entity for any additional information that may be needed. GovDeals has a built-in Partner Report which provides sales reports for all cooperative participants and can be run in any date range, e.g. monthly or quarterly. GovDeals is experienced in reporting quarterly sales to Sourcwell and will continue to efficiently and consistently do so throughout this contract. Please note, our company does not utilize a dealer network.
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Yes, we accept P-card payments. There is no additional cost for using this process.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>GovDeals proposes a success-based fee structure, charged only on completed auctions. There will be no additional fees or charges for our services. There will be no fee if an auction does not result in a completed sale, and there will be no charges to the Member for any marketing efforts, training, software upgrades, or consultation and support provided on-site or remotely.</p> <p>The pricing model detailed below is consistent with our well-established market pricing where the 12 Western states have lower base pricing than available to the rest of the US. Individual cooperative selling entities (clients) have access to a volume-based fee structure based on their actual annual sales on GovDeals or documented previous year(s) sales utilizing other disposition methods. The Member may choose to utilize GovDeals' system and service with our payment collection and remittance services (FSS) included; or may elect to collect its own payments and be invoiced by GovDeals (Non-FSS).</p> <p>Under any of our pricing options, GovDeals' fee may be shared between the Member and winning bidders, may be withheld from the Member's auction proceeds or may be wholly incurred by buyers. The most common option chosen is 7.5% Client Fee and 5% Buyer's Premium.</p> <p>'A' Pricing (Available in AK, AZ, CA, CO, ID, MT, NV, NM, OR, UT, WA & WY)</p> <ul style="list-style-type: none"> • 7.5% for Non-FSS • 10% for FSS • No Annual Volume Discount Program (AVDP) for 'A' Pricing since this pricing already reflects a 2.5 percentage point discount <p>'B' Pricing (All other US states not eligible for 'A' Pricing; and all Canadian entities)</p> <ul style="list-style-type: none"> • 7.5% for Non-FSS • 12.5% for FSS • Sellers paying 12.5% fee (not passing a portion of the fee to Buyers) qualify for AVDP. • AVDP qualifying annual volume is based on an aggregation of only sellers paying 12.5%. All other 'B' Pricing categories do not qualify for AVDP. <p>'C' Pricing - Offered on a case-by-case basis. GovDeals recognizes that various government agencies have different needs. In this spirit, we offer ceiling pricing of an additional 20% fee (total up to 32.5%) to accommodate special circumstances. These services may include, in addition to the services offered herein, taking photographs/video of assets for promotion and sale purposes; uploading descriptive content and media to create auction listings; full-service tasks such as transportation and storage of assets (limited to areas where such service is offered) and total management of the auction process. Note: When a client requests this elevated service model, GovDeals will review the client's specific needs, projected volume, and other related details of the prospective account in order to determine this option's availability on a per-case basis.</p>
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The pricing offered in this proposal is consistent with our offers to state governments, cooperative entities, and large local government entities. It is consistent with our current Sourcwell award.
55	Describe any quantity or volume discounts or rebate programs that you offer.	Due to contract volume, qualifying entities will receive an annual rebate of 1.25%. GovDeals' Annual Volume Discount Program (AVDP) is available to Sourcwell Members paying 12.5% fee under the 'B' Pricing described in Line 53.

56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Not applicable; GovDeals does not sell commodities.	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All costs are included in the pricing model(s) quoted in Line Item 53. There will be no additional fees for standard support, training, on-site service, platform upgrades, etc.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight/shipping/delivery are not directly applicable to our service. Most of our clients require items to be picked up in person by the bidder or the bidder's agent, but we do offer an optional shipping feature wherein responsibility and any associated costs for shipping remains with the bidder or the bidder's agent. If a Member desires shipping to be allowed, GovDeals will enable the "Will Ship" option in the auction creation process. This will enable providers such as UShip to give an estimated shipping cost to prospective buyers. Whether local, in-state, out-of-state, or international, shipping will be the responsibility of the bidder and his/her third-party shipper.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	See Line Item 58; Removal of items from a completed sale remains the responsibility of the winning bidder, including any shipping/packing fees should the seller allow shipping.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	The pricing offered in this proposal is consistent with our offers to state governments, cooperative entities, and large local government entities. It is consistent with our current Sourcwell award.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell.	In selling and billing a service, GovDeals has very few pricing variables and they are based on the same criteria for all selling clients, whether under contract or not. Once a client account is established, the pricing is a fixed percentage of the price items sell for on GovDeals.com. Because of this, all pricing and pricing changes require management approval. We have established system utilities that track cooperative member sales in a real time report; this data is archived and available, ad hoc, at any time. One senior staff person at GovDeals is dedicated to verifying the accuracy of the quarterly report and presenting it to a senior manager for payment approval. These same utilities and processes are in place for the Annual Volume Discount Program (AVDP) that has returned approximately \$850,000 in rebates directly to Sourcwell members for their contract sales during the current contract period.
63	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	GovDeals proposes to pay 2% of what we are paid for our services. Example: A member utilizes the Sourcwell contract to sell an item for \$1,000 on GovDeals and the fee for this member is 12.5%. GovDeals is paid \$125 which represents the gross profit for the transaction. GovDeals will remit 2% of the \$125 (\$2.50) to Sourcwell when it makes its quarterly payment.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>GovDeals is committed to providing a turnkey approach to selling government surplus assets via our online auction marketplace, www.GovDeals.com, with the most efficient service offerings in the industry. In tandem with our robust and reliable auction website, the GovDeals system and service include, at no additional cost:</p> <ul style="list-style-type: none"> • Self-service functionality with unlimited users • Real-time reporting tools within secure account • Extensive marketing outreach to bidders • Hands-on training for as many employees as desired • On-site assistance posting auctions at implementation • Personal service with 24/7 on-call availability • Optional online payment collection service with 7-10-day remittance to Members. <p>GovDeals' business model is as simple as it is unique: in support of our self-service online auction platform, the foundation of our company is our local staffing that provides direct service, local knowledge, best practices, and on-call assistance for our clients. We back up this hands-on relationship with robust and experienced staffing in all functional departments, including Marketing, Accounting, Bidder Services, and Client Help Desk.</p> <p>During auctions, Sourcewell Members will be able to monitor their online auctions and answer questions from bidders. Auctions can be withdrawn at any time by the Sourcewell Member or by GovDeals at the Sourcewell Member's request.</p> <p>When the auction closes, GovDeals will provide documentation of the sale and will collect payment from buyers. Buyers will then schedule removal appointments with the Sourcewell Member. Throughout the auction cycle, GovDeals will also provide dedicated service for problem solving and case-by-case strategy recommendations, including marketing, best practices, remittance and recordkeeping services, and technical support.</p> <p>Additional details on GovDeals' service model and system are provided in the the uploaded documentation.</p>
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<ul style="list-style-type: none"> • Auctioneer Services, to include Internet Type • Online Auction Services • Vehicle Auction Services • Miscellaneous Auction Services • Surplus Disposition Services • Surplus Liquidation Services • Internal Asset Reallocation Services

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
66	Online auction services	<input checked="" type="radio"/> Yes <input type="radio"/> No	GovDeals is thoroughly prepared to immediately provide our online auction system and hands-on customer service to Sourcewell Members. Dedicated GovDeals staff members will serve Sourcewell Members on a regular and ongoing basis through on-site service, consultations, marketing planning, and payment collection. GovDeals will provide Sourcewell Members with a turnkey approach to selling government surplus assets via our web-based auction system, to include self-service ability to post auctions, respond to inquiries, and create/access detailed reports of auction activities and revenue.
67	On site live auction services	<input type="radio"/> Yes <input checked="" type="radio"/> No	GovDeals does not offer services for on-site live auctions. Thousands of government agencies have found GovDeals to be the most efficient, lucrative, and transparent online surplus solution. Underscoring the experience, service, and results we provide is an end-to-end process and system that provides a secure, redundant, and transparent environment to feed real-time and archival data to Sourcewell Members personnel.
68	Live streaming auctions	<input type="radio"/> Yes <input checked="" type="radio"/> No	While all of our auctions are conducted live from our website, we do not stream from live auctions. Our specialized auction website allows prospective buyers to view unlimited photographs, videos, and thorough descriptions, ask questions, and enter bids for Sourcewell Members' surplus property. The items will be auctioned under Client-specific Terms and Conditions, including Sourcewell Members-dictated time frames for payment and pickup.
69	Auction-related services	<input checked="" type="radio"/> Yes <input type="radio"/> No	GovDeals' online auction platform and service includes, at no additional cost: <ul style="list-style-type: none"> • Turnkey auction functionality with unlimited user accounts • Real-time reporting tools within secure account • 1 million active GovDeals bidders – verified through GovDeals' multi-layer registration process that includes vetting against the anti-terrorist watch list by global trade management software • Extensive marketing outreach to targeted bidders at GovDeals' expense, which drives competitive bidding, increasing the final selling price of auctioned assets! • Hands-on training for as many employees as desired, including initial and ongoing training and updates • Personal service by Sourcewell Members' locally based Client Account Manager with 24/7 on-call availability; on-site and remote support will be provided on demand

Table 15: Industry Specific Questions

Line Item	Question	Response *
69	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	GovDeals recognizes the importance and value of cooperative contracts and partner relationships. One of the company's senior managers, Christy Logan, oversees these partnerships. Contract compliance is ensured through quarterly and monthly reports detailing participating agencies' contract activity, as well as timely payment of applicable cooperative fees or revenue sharing. We have backend functionality in place to report all sales under the cooperative contract. GovDeals' system functionality also includes a simple way for Sourcewell to review the cooperative usage of its contract at any time, and each cooperative agency's sales amount is included on this report.
70	Describe your roles and responsibilities for each service you are proposing.	GovDeals will provide easily accessible, highly responsive technical support and customer service to Sourcewell Members. Sourcewell Members will be given direct phone numbers and email addresses for each person on their respective account team. Each team is comprised of the following: <ul style="list-style-type: none"> - Dedicated Client Account Manager in the Member's region who will be the Member's primary point of contact for any technical questions, advice, training, assistance loading auctions, etc., throughout the duration of the business relationship. Every Client Account Manager may be reached by cell phone or email 24 hours a day, 7 days a week and will provide on-site support whenever warranted. - Customer support help desk team to provide additional service and support. - Regional representative to confirm that the service provided by GovDeals meets the Member's specific needs and requirements and to ensure contract compliance. - Note: Sourcewell Members that are State or Higher Education entities will receive a 3-person team dedicated to State-Level Government accounts. - Marketing support team to market the Member's assets to targeted bidders to maximize competition and return on investment. - Bidder help desk team to ensure bidders comply with the terms and conditions of Sourcewell Members' auctions. - Accounting team to ensure Sourcewell Members' auction sales and proceeds are properly reconciled and remitted weekly.
71	Describe the agency's roles and responsibilities for each service you are proposing.	To simplify the onboarding process, the GovDeals website enables Members to sign-up online and designate Sourcewell as their contracting vehicle. GovDeals will receive this one-time "order," and the Member's account will be established according to the options chosen at sign-up. Sourcewell Members will then be responsible for taking photographs and entering descriptive details on an asset inspections form (provided by GovDeals) for each asset deemed surplus. They will also be responsible for uploading the photos and information to an auction creation template located in their GovDeals' account. GovDeals' auction calculator can recommend starting bid, bid increment, and auction dates for the auctions; these values can also be input manually. While the auction is live, Members will be able to monitor their own auctions and answer bidder questions through their individual GovDeals account. Members will also be responsible for responding to winning bidders to set up removal appointments. Member representatives must verify buyer ID and sign the Bill of Sale to release the asset(s). Once asset(s) have been removed, the representative marks the asset(s) "Picked Up" in the GovDeals system and GovDeals will remit payment for the asset(s). See our Auction Timeline in uploaded documentation for more information.
72	Describe your process of assessing market value of the items to be auctioned (where applicable).	For high-value items deserving of an appraisal (e.g. helicopters or airplanes), GovDeals will arrange for an independent appraisal at our expense. For the vast majority of surplus items, GovDeals can provide valuation recommendations based on actual historic auction data both within our system and from general auction results data to help Sourcewell Members determine fair market value. Our company also has an expert on staff to provide pricing guidance and listing strategies for maximizing returns for heavy equipment.

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 73. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcwell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcwell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcwell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcwell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 - c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Steve Kranzusch, Vice President & General Manager, Liquidity Services Operations LLC

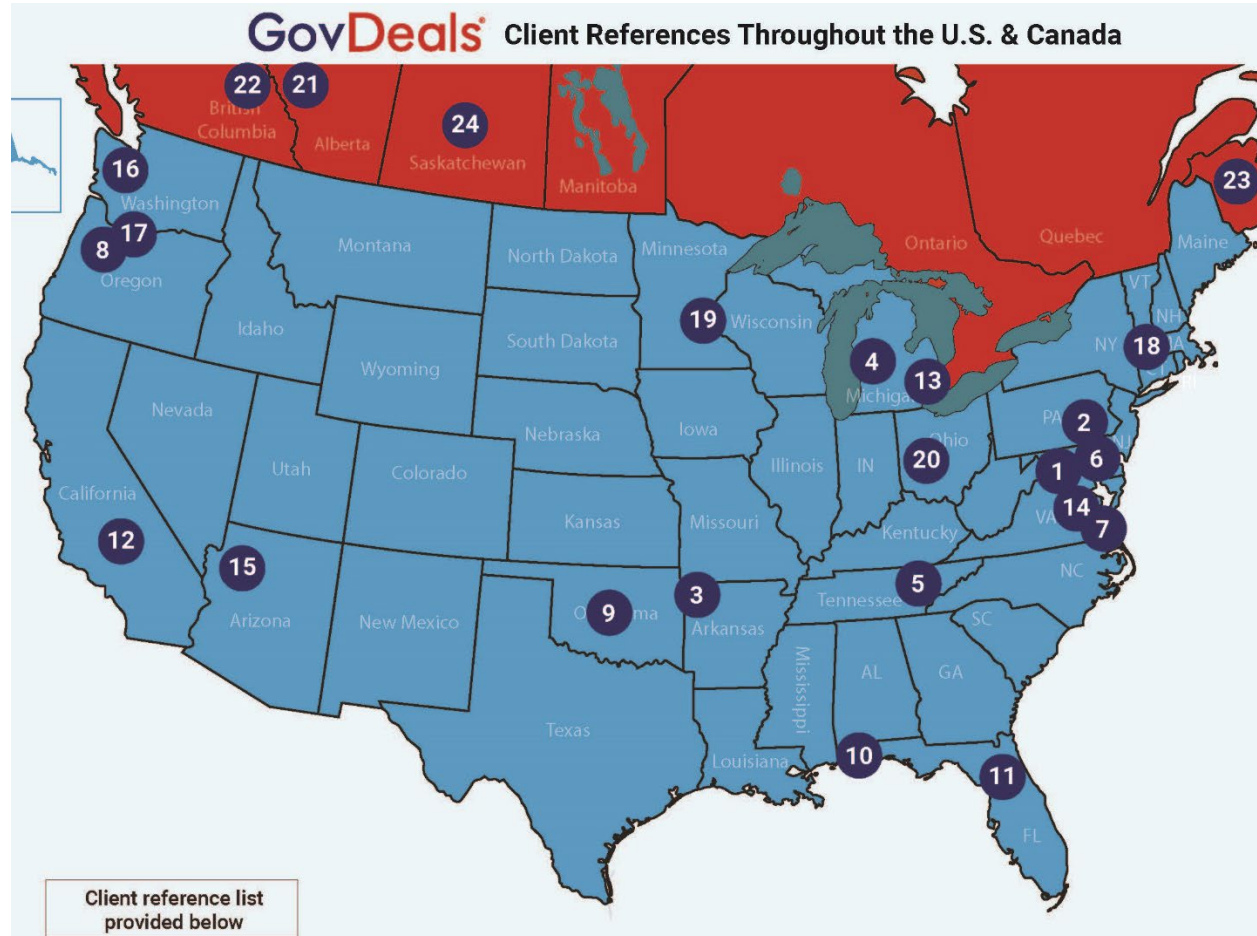
The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_9_Auction_Services_RFP_012821 Sun January 24 2021 06:05 PM	<input checked="" type="checkbox"/>	3
Addendum_8_Auction_Services_RFP_012821 Thu January 14 2021 08:57 AM	<input checked="" type="checkbox"/>	1
Addendum_7_Auction_Services_RFP_012821 Fri January 8 2021 08:58 AM	<input checked="" type="checkbox"/>	1
Addendum_6_Auction_Services_RFP_012821 Wed January 6 2021 04:22 PM	<input checked="" type="checkbox"/>	1
Addendum_5_Auction_Services_RFP_012821 Wed January 6 2021 02:02 PM	<input checked="" type="checkbox"/>	1
Addendum_4_Auction_Services_RFP_012821 Wed January 6 2021 02:01 PM	<input checked="" type="checkbox"/>	1
Addendum_3_Auction_Services_RFP_012821 Tue January 5 2021 01:35 PM	<input checked="" type="checkbox"/>	1
Addendum_2_Auction_Services_RFP_012821 Mon January 4 2021 04:23 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Auction_Services_RFP_012821 Mon December 28 2020 11:21 AM	<input checked="" type="checkbox"/>	2

Table 4: Additional References

1 District of Columbia Government Marvin Manassa (202) 576-7352 marvin.manassa@dc.gov	7 City of Virginia Beach, VA Sharon Ratcliff (757) 385-8276 sratclif@vbgo.com	13 City of Ann Arbor, MI Colin Spencer (734) 794-6500 cspencer@a2gov.org	19 City of Minneapolis, MN Traci Reimringer (612) 673-2176 traci.reimringer@minneapolismn.gov
2 Pennsylvania State Surplus Shelbie Pickering (717) 703-2947 spickering@state.pa.us	8 Marion County, OR Eric Stewart (503) 365-3161 estewart@co.marion.or.us	14 City of Newport News, VA Nelson Smith (757) 926-3090 nsmith@nngov.com	20 City of Springfield, OH Emily Adamson (937) 324-7326 eadamson@springfieldohio.gov
3 City of Fayetteville, AR Joanna Main (479) 575-8256 purchasing@fayetteville-ar.gov	9 City of Oklahoma City, OK Sherry Schmees (405) 297-2152 sherry.cochranschmees@okc.gov	15 City of Kingman, AZ Jack Plaunty (928) 757-7467 jplaunty@cityofkingman.gov	21 City of Grande Prairie, AB Jason Graves (780) 357-8758 jgraves@cityofgp.com
4 City of Flint, MI Joyce McClane (810) 766-7340 jmccclane@cityofflint.com	10 City of Mobile, AL Anne Foley (251) 208-7434 anne@cityofmobile.org	16 City of Olympia, WA Mo Matthiesen (360) 753-8215 mmatthie@ci.olympia.wa.us	22 Dawson Creek, BC Dawn Carpenter (250) 784-3623 dcarpenter@dawsoncreek.ca
5 City of Knoxville, TN Penny Owens (865) 215-2062 powers@knoxvilletn.gov	11 City of Gainesville, FL Connie Thomason (352) 393-8230 thomasoncl@cityofgainesville.org	17 Tualatin Valley Fire & Rescue, OR Eric Wicks (503) 259-1157 eric.wicks@tvfr.com	23 New Brunswick Power, NB Gale Landry (506) 458-4948 galandry@nbpower.com
6 State of Maryland Mike Haifley (410) 767-4429 michael.haifley@dgs.state.md.us	12 Tulare County, CA John Hess (559) 636-5005 jhess@co.tulare.ca.us	18 City of Pittsfield, MA Colleen Hunter-Mullett (413) 499-9470 chunter@pittsfieldch.com	24 Moose Jaw, SK Wade McKay (306) 694-4542 auction@moosejaw.ca

Table 6: Sales and Service Force Regional Maps

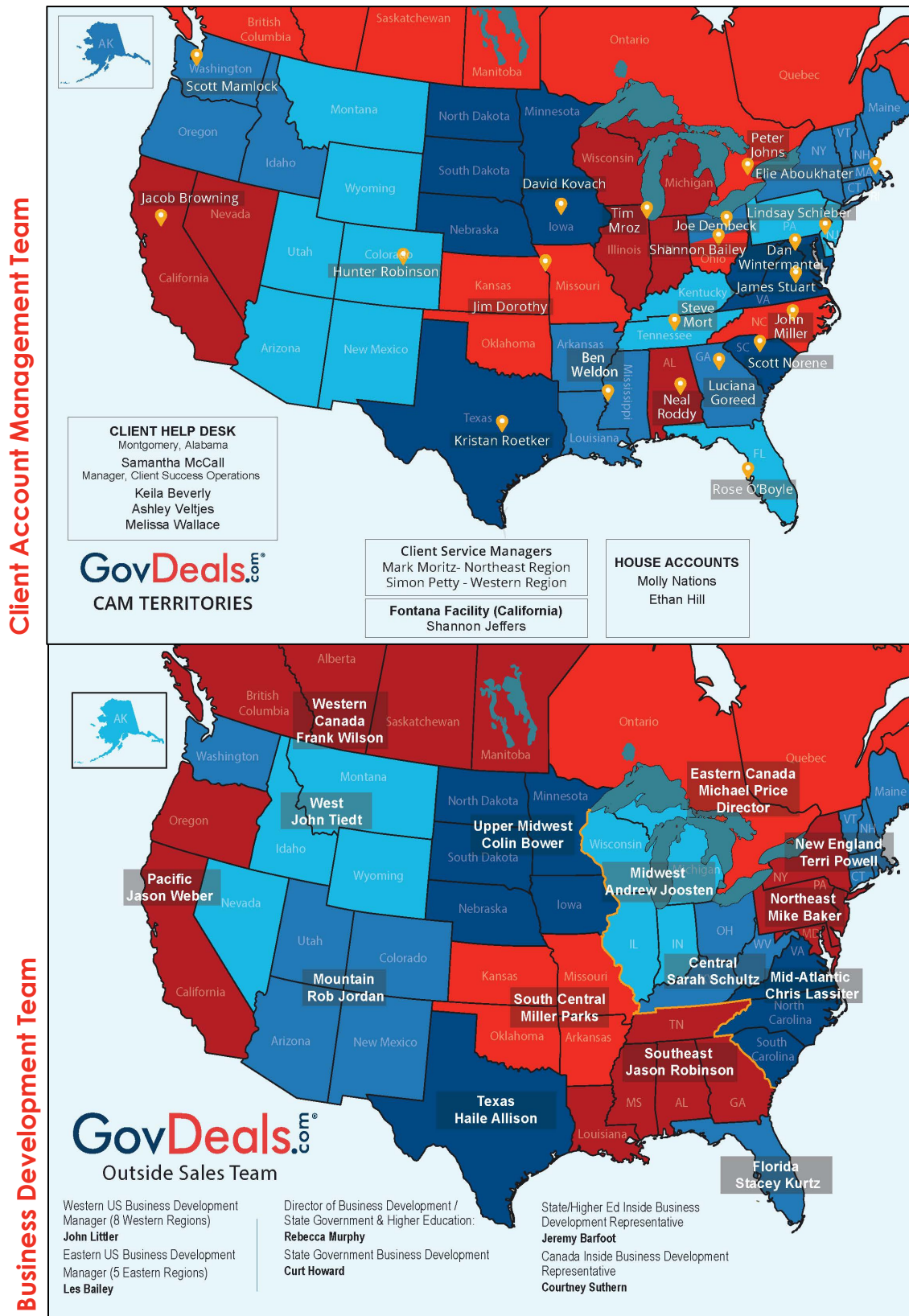


Table 7:

Marketing Plan

A major part of GovDeals' service and ultimate success is the promotion of assets through advertising and marketing. We expend significant effort and funding to maximize competitive bidding for our clients' assets, since competition for surplus assets is directly tied to the revenue the selling governments obtain for these assets. Sourcewell Members will not be charged a fee for any marketing efforts provided by GovDeals; last year, GovDeals placed more than 42,000 online and print ads for our clients' assets at no additional charge.

Our time-tested and proven approach to marketing government surplus goods for online auction is unparalleled. We know from research and experience how to develop and implement customized marketing plans for our government clients, and our 6-person Marketing Department has the expertise to create effective ads, press releases, mailings, etc., and utilize the right combination of these in order to consistently bring a steady stream of targeted website traffic to our government clients' surplus assets.

As marketing plans are developed for Sourcewell Members' assets, your GovDeals Client Account Manager and our Marketing Department will communicate regularly with your team to ensure Sourcewell Members is always involved in decision-making, such as approving ads or press releases.

Overview of Marketing Strategies

- ❖ **Niche Marketing:** Running vehicles, heavy equipment, unique, and high-value assets that Sourcewell Members wishes to sell on the GovDeals auction website will be advertised or listed on niche websites that will expose your assets to targeted buyers. For example:
 - Heavy trucks and highway equipment are advertised in *Rock and Dirt* and www.MyLittleSalesman.com, as well as other trade publications.
 - Cars, trucks, and vans are advertised at www.CarDaddy.com.
 - Medical and laboratory items are promoted at www.DotMed.com, www.LabX.com and www.EquipMatching.com.
 - Transit and school buses are advertised at www.BusesOnline.com and www.BusNut.com.
 - Garbage trucks are advertised at www.TrashTrucksOnline.com, and fire trucks, ambulances, and other rescue equipment are advertised on www.lstResponder.com.
- ❖ **Marketing Communications Outreach to Entities:** GovDeals' uses marketing technologies like Constant Contact, Hubspot, and PowerBI, to leverage our client and bidder databases in marketing communications programs. With these tools, upon successful renewal of the award, GovDeals will send targeted messages to Sourcewell members with state or regional specific examples informing them of new ways to take advantage of GovDeals services. For example, we have proven our ability to conduct one-day tax-lien real estate sales traditionally held in-person. With our marketing technologies, we can share these processes with Sourcewell members directly.
- ❖ **Email Marketing to Targeted Bidders:** GovDeals has bidders in all 50 U.S. states and in 160 foreign countries for a total of nearly 1 million registered and verified bidders. To harness the strength of this extensive bidder base for asset marketing, email blasts (e-Flyers) are sent to previous bidders and buyers of relevant categories. This has repeatedly proven one of our most successful marketing strategies.
- ❖ **Local Marketing:** In order to further make local residents aware of Sourcewell Members' auctions. GovDeals' Marketing Department will implement strategies to inform the public of Sourcewell Members' GovDeals auctions, including preparing press releases and placing ads as needed. Strategic marketing efforts, such as outdoor signage and public access TV ads, may be utilized as needed. GovDeals can also provide outdoor banners for high-traffic areas, as well as flyers for bulletin boards and to pass out to local businesses and residents.

- ❖ **Notifying Your Previous Bidders:** If desired by Sourcewell Members, GovDeals will notify Sourcewell Members' previous auction and/or sealed bid participants that Sourcewell Members is now selling surplus on GovDeals.com. This can be accomplished by postcard or email blast, depending on Sourcewell Members' wishes and the contact methods available to reach past participants.
- ❖ **Custom Marketing Plans:** When Sourcewell Members has specialty assets to auction, GovDeals' Marketing Department will develop custom promotion and advertising strategies designed to bring the highest dollar amount possible for each asset. Various types of assets considered unique, high-value, or specialty may be considered for this custom marketing, which involves identification of target audiences and niche media.

Such assets may include, but are not limited to, helicopters and aircraft; classic/custom automobiles; specialty equipment; firearms and accessories; jewelry and collectibles; real estate properties; machinery and industrial equipment; and cost avoidance/demolition projects.
- ❖ **News Coverage:** GovDeals periodically receives local, regional, and national broadcast, online, and print media coverage. This not only results in promotion for specific assets, but also drives bidder sign-up. For example, a news report by MSN Money resulted in a 250% increase in daily registrations.

Examples of recent marketing efforts are provided on the following pages.

**2004 International 4400 Aerial
Chipper Box Truck**



- Auction Dates: Jul 10, 2019 - Jul 24, 2019
 - Auction began with an opening bid of \$5,000 and no reserve
 - 13 participants placed 47 bids
 - Auction page had 1,310 visitors
 - 179 visitors came from Rockanddirt.com and 25 came from Classifiedads.com*
- *Google Analytics*

**Arlington Heights
Village, IL
\$28,237.50**

Advertised On:



**2014 Mack LEU600 Refuse Truck
Side Load**



- Auction Dates: Oct 14, 2019 - Oct 28, 2019
 - Auction began with an opening bid of \$1,500 and a \$6,000 reserve
 - 13 participants placed 38 bids
 - Auction page had 2,476 visitors
 - 190 visitors came from Rockanddirt.com and 78 came from Busesonline.com*
- *Google Analytics*

**Baldwin County
Commission, AL
\$82,775**

Advertised On:



BusesOnline



Wood Chipper



Ridgewood Village, NJ
\$23,512.50

- Auction Dates: Sep 15, 2020 - Sep 29, 2020
- Auction began with an opening bid of \$100 and no reserve
- 19 participants placed 104 bids
- Auction page had 1,273 visitors
- 79 visitors came from Rockanddirty.com*

**Google Analytics*

Advertised On:



**2007 Kobelco SK290LC
Excavator**



**Solid Waste Authority of
Central Ohio (SWACO), OH**
\$26,243.44

- Auction Dates: Oct 28, 2020 - Nov 27, 2020
- Auction began with an opening bid of \$8,000 and no reserve
- 11 participants placed 46 bids
- Auction page had 2,819 visitors
- 1,082 visitors came from MyLittleSalesman.com and 84 came from Classifiedads.com*

**Google Analytics*

Advertised On:



2006 Ford F450



- Auction Dates: Aug 5, 2020 - Aug 19, 2020
- Auction began with an opening bid of \$500 and a \$5,000 reserve
- Eight participants placed 57 bids
- Auction page had 1,521 visitors
- 231 visitors came from Rockanddirt.com and 157 came from Classifiedads.com*

*Google Analytics

Andover, MN
\$12,130.30

Advertised On:



2014 Mack LEU600 Refuse Truck
Side Load



- Auction Dates: Sep 15, 2020 - Sep 30, 2020
- Auction began with an opening bid of \$6,500 and a \$15,000 reserve
- Four participants placed 21 bids
- Auction page had 390 visitors
- 312 visitors came from Trashtrucksonline.com and 575 came from Mylittlesalesman.com*

*Google Analytics

Ann Arbor, MN
\$82,775

Advertised On:



**1998 Caterpillar 924F
Wheel Loader**



**Manasquan Borough, NJ
\$16,265.82**

- Auction Dates: May 20, 2019 - May 27, 2019
- Auction began with an opening bid of \$200 and no reserve
- 17 participants placed 159 bids
- Auction page had 1,131 visitors
- 109 visitors came from Rockanddirt.com*

**Google Analytics*

Advertised On:



**2007 10' Toro Grounds Master
4100-D**



**Red Wing, MN
\$8,516.18**

- Auction Dates: Feb 27, 2020 - Mar 12, 2020
- Auction began with an opening bid of \$4,100 and a \$6,500 reserve
- Three participants placed 13 bids
- Auction page had 950 visitors
- 202 visitors came from MyLittleSalesman.com and 62 came from Classifiedads.com*

**Google Analytics*

Advertised On:



2000 International 4900



Bellevue, NE
\$7,908.98

- Auction Dates: Oct 12, 2020 - Oct 19, 2020
- Auction began with an opening bid of \$600 and a \$5,500 reserve
- Eight participants placed 17 bids
- Auction page had 362 visitors
- 275 visitors came from Mylittlesalesman.com, 7 from Locanto.com and 3 came from Cardaddy.com*

**Google Analytics*

Advertised On:

Cardaddy

ESTD 1988
MY LITTLE SALESMAN

LocantoTM

McLaughlin Auger Boring Machine



Consolidated Utility District of Rutherford County, TN
\$35,284.62

- Auction Dates: Jan 25, 2019 - Feb 5, 2019
- Auction began with an opening bid of \$3,500 and a \$5,000 reserve
- Ten participants placed 69 bids
- Auction page had 1,285 visitors
- 66 visitors came from Rockanddirty.com and 82 came from Classifiedads.com*

**Google Analytics*

Advertised On:

ROCK & DIRT
THE EQUIPMENT MARKETPLACE

GovDeals[®]
Online Government Surplus Auctions

ClassifiedAds.com

1999 Ford F-350 SD XL Reg. Cab
2WD DRW



- Auction Dates: Jul 14, 2020 - Jul 20, 2020
- Auction began with an opening bid of \$2,000 and no reserve
- Six participants placed 15 bids
- Auction page had 1,947 visitors
- 43 visitors came from Firetrader.com*

*Google Analytics

Albany, OR
\$7,205

Advertised On:



2002 Cat Front End Loader



- Auction Dates: Jan 30, 2020 - Feb 14, 2020
- Auction began with an opening bid of \$6,900 and a \$34,000 reserve
- 14 participants placed 40 bids
- Auction page had 2,040 visitors
- 75 visitors came from Rockanddirt.com, 21 from CarDaddy and 32 from Classifiedads.com*

*Google Analytics

Albert Lea, MN
\$26,243.44

Advertised On:



Table 8: Value-Added Attributes

New Value-Added Programs

The following are innovative ways to grow revenues within existing business partners and members.

- **Vendor Auction Program-** Sourcewell vendors will now be eligible to post surplus product such as trade-ins or end of lease for sale on GovDeals. Sourcewell will enjoy the added benefit of the standard administrative fee on any vendor sales completed on GovDeals.com.
- **Real Estate-** With the government real estate market estimated at \$1 billion annually, Sourcewell members are eligible to use GovDeals in their sale of surplus and tax lien real estate/real property; members will have access to lower pricing structures and a targeted buyer market. Sourcewell continues to enjoy the administrative fees on these sales.

In both scenarios, GovDeals' marketing team will collaborate with Sourcewell to craft messaging to be pushed out to Sourcewell vendors/members at Sourcewell's discretion. With our proven marketing program, we hosted \$4MM in real estate sales in the last three months alone!

Marketing Communications Outreach to Entities

GovDeals' uses marketing technologies like Constant Contact, Hubspot, and PowerBI, to leverage our client and bidder databases in marketing communications programs. With these tools, upon successful renewal of the award, GovDeals will send targeted messages to Sourcewell members with state or regional specific examples informing them of new ways to take advantage of GovDeals services. For example, we have proven our ability to conduct one-day tax-lien real estate sales traditionally held in-person. With our marketing technologies, we can share these processes with Sourcewell members directly.

Implementation

- At time of account creation, GovDeals' Client Account Manager and Regional Rep will immediately meet with Sourcewell Members to discuss particulars for account establishment.
- After Sourcewell Members' account is set up, training will be held at a time and place agreed upon by Sourcewell Members. Sourcewell Members' personnel will be thoroughly trained through the full auction cycle, including an overview of the bidder-facing website and the seller-facing auction creation platform. Training will be held within Sourcewell Members' live GovDeals account to provide your team with hands-on experience interacting with the system.
- New user training can be completed in about an hour and includes an overview of the GovDeals system from the seller's and the buyer's perspective. Sourcewell Members' users will be shown how to access real-time, interactive, exportable reporting tools, how to load and manage auctions, and how to harness GovDeals' industry knowledge and marketing strategies to obtain the highest possible return on each of Sourcewell Members' surplus assets. Training will be held within Sourcewell Members' live account to provide your team with hands-on experience interacting with the system.
- During training, Sourcewell Members' first auctions may be posted. During the 7-10 days these auctions are live, GovDeals' Client Account Manager will communicate with Sourcewell Members' team regularly to keep track of how the auctions are performing, answering questions Sourcewell Members may have, and guiding the team through the auction cycle, including auction close and property removal.

- Sourcewell Members' Client Account Manager will be available for on-site and web-based support and training at no additional cost. Your Client Account Manager will visit periodically to promote best practices and provide training for new employees or existing users. GovDeals' representatives will meet with Sourcewell Members' management upon request to review GovDeals' performance.

Elevated Service Models: GovDeals has an in-depth understanding that different levels of service are needed or desired by different government agencies. Determined on a case-by-case basis, GovDeals will discuss additional service options for specific Sourcewell Members, such as the following:

- Taking photographs of assets and/or creating auction listings
- Special pricing for aviation sales; in the past 12 months GovDeals Clients have sold 242 aircraft and related parts/equipment for total sales of \$4 million; appraisal services are also available for assets within the aircraft category.

System Features: Maximizing Seller Efficiency & Profitability

Throughout 20 years of conducting online auctions for government entities across the United States and Canada, we have developed features that increase our sellers' efficiency and ease of use for their staff members, as well as to positively impact our government clients' surplus disposition success and ROI. Some of the features that are most popular among our selling agencies are described below.

- **Single Page Load:** Creating an online auction has never been easier! With GovDeals' simple one-page auction creation functionality, all details regarding an asset auction (such as photos and descriptive information) can be entered on a single page, without the hassle of multiple steps and page load delays. The data can be saved and finished later if the item is not yet ready for auction.
- **Responsive Design:** GovDeals' website was redesigned in 2019 to be more accessible on all devices, including desktops, laptops, smartphones, and tablets/iPads. This responsive design enables web pages to render well on any device, orientation, and screen size, making for a better experience for all users.
- **New! Tax Collection & Remittance:** In full compliance with the recent Marketplace Facilitator regulations, GovDeals will take ownership of the tax calculation and collection process and will remit applicable taxes to appropriate taxing authorities. This process also includes saving documentation/status of buyers' tax exemption.
- **Asset Inspection Forms:** GovDeals will provide a document that can be utilized to collect descriptive information about assets, such as make/model/VIN, condition, unique details, etc. Many of our clients find this form useful to document asset-specific information while on the lot or in the warehouse, and later transcribe the information into an auction creation template. Sample forms are available upon request.
- **VIN Decoder:** A useful tool built into the GovDeals system, this enables users to input the VIN and automatically populate the year, make, and model of each vehicle.
- **Automated Auction Calculator:** This unique, time-saving feature assists Sourcewell Members' staff members in automatically setting the starting price, bid increment, and auction start date and time, as well as the ending date, for each auction. An optional dynamic bid increment

Automated Auction Calculator

Anticipated Sale Price: 5000 Calculate Auction

Add New Auction

*Tier: General Public Anticipated Sale Price: \$5,000.00

*Start Date/Time: 08/21/2015 # Days: *Hr: 12 *Mn: 49 *AM/PM: PM ET

*End Date/Time: 08/28/2015 *Hr: 12 *Mn: 49 *AM/PM: PM ET

Would you like to auto extend this auction? Yes

This asset requires electronic payment.

*Opening: 750 Special Tax:

*Increment: 25 Cumulative Tax: %

Reserve: 0 Asset Fees:

Strike: 0

I agree to give this asset away at no cost.

Set asset to Ready For Auction status.

Add New Auction

feature is also available. If Sourcewell Members doesn't agree with some of the automatically entered data, the employee may override any populated field. Sourcewell Members may also simply bypass the automated calculator and enter the data manually.

- **Extension of Bid:** This extends auctions by a few minutes when a bid is placed in the final minutes of an auction's end time. This feature is optional.
- **Question & Answer:** The Q&A functionality within Sourcewell Members' GovDeals account will allow prospective bidders to submit questions via the auction page, allowing Sourcewell Members to answer either privately by email or publicly on the auction page for all bidders to view.
- **Security Levels:** Access to the GovDeals system can be tailored to the job duties of your employees. Your Client Account Manager will discuss ways to best utilize these 5 security levels to fit into Sourcewell Members' existing or desired processes. Security levels include the ability to require approval from a supervisor before auctions may go live, as well as a "view only" setting that is useful for accounting purposes.
- **Second-Chance Offer:** Sourcewell Members may offer an asset to the second-highest bidder with a single click if the highest bidder defaults on completing a sale. This feature is also useful if a reserve price is not met but Sourcewell Members wishes to offer the asset to the highest bidder.
- **Minimum Bid, Bid Increments, and Reserve Pricing:** Sourcewell Members will have full control to determine these factors. If desired, your Client Account Manager can give advice based on past successes with similar government-owned assets. Optionally, Sourcewell Members may utilize GovDeals' Dynamic Bid Increment feature.
- **Departmental Billing:** Sourcewell Members' remittance payment may be sent to individual selling departments or to a general fund. Even if sent to a general fund, data can easily be separated out for auditing purposes using a department code, and all reports are exportable to Excel.
- **Bid Deposits:** Sourcewell Members may require bidders to make a deposit for certain assets if desired. Sourcewell Members will have the authority to determine the bid deposit amount, and prospective buyers must make this deposit before placing a bid on the designated auctions. Once GovDeals receives the bidder's deposit, his/her account will be approved to bid on the asset. The winning bidder's deposit may be applied to the final amount due; unsuccessful bidders will have their deposit returned in full.
- **Bidder Restrictions:** Sourcewell Members may limit the types of bidders who are allowed to place bids on certain assets, but these assets may still be viewed by the general public to maximize the marketing exposure of the auctions. Information on types of restrictions is available upon request.
- **Reallocation Tiers:** GovDeals' patented Tier Redistribution System allows Sourcewell Members to offer its surplus assets between departments, to area schools, to other government entities, or to nonprofit organizations before sending the assets to our regular public auction. Assets not claimed during the reallocation process may automatically be moved to public auction if desired. No fee is charged for our clients' use of our reallocation system.

Detailed Reporting to Ensure Compliance with Sourcwell Members' Surplus Policy

Just as procurement departments routinely use modern procurement portals for contracts, purchasing, and vendor communication on the front end (and often utilize asset management software while items are in service), procurement officials need transparency and detailed reporting on the back end as they dispose of surplus assets. The use of technology enables procurement officials to operate and monitor the entirety of their purchasing and disposition processes while spending taxpayer dollars efficiently and transparently.

Through GovDeals' robust online platform, your procurement department and end users will have full transparency through secure auditable reporting of surplus sale items, the number of bids received, date and time of each bid, and the names of winning bidders, as well as cumulative data in any date range chosen. These real-time reports will provide purchasing officials with peace of mind that their processes are indeed compliant with their surplus disposition policies. Additionally, the most recent 12 months of GovDeals' online auction results may be viewed by anyone searching at GovDeals.com, providing transparency to the general public.

GovDeals will record all bids and provide real-time reporting and summary reports within your account. Users will have 24/7 access to an array of real-time reports, as well as the ability to view a detailed bid history and audit trail of all Sourcwell Members' auctions at any time during the auction or after its close, without expiration or archiving.

GovDeals' interactive reports are accurate and detailed, enabling Sourcwell Members' to track all assets from the time they are loaded into the GovDeals system until they are sold and proceeds are collected. GovDeals' reports can be viewed online, sorted, printed, and/or exported to Microsoft Excel. Many reports can be customized to unique needs Sourcwell Members may have. Whether under contract with GovDeals or not, you will continue to have perpetual access to its GovDeals reports without limitation or expiration – ever.

Invoicing Report

The Invoicing Report, also referred to as the reconciliation statement, details all assets sold each month. This statement is available to the seller to summarize the month's financial transactions. The report, available in PDF and hard copy, displays item description, inventory ID number, date sold, sold amount, fee percentage and amount, seller/buyer certificate ID number, and credit details if any.

Total sold amount for the month is also included on this report, as well as the total fee amount. While the vast majority of selling governments elect GovDeals to withhold our fees and remit the net proceeds, this report also serves as the monthly invoice for sellers that collect their own buyer payments or prefer to receive gross proceeds. In these cases, the Invoicing Report will provide a calculation of total fee amount due to GovDeals with terms of net 30 days.

Asset Description	Inventory ID	Date Sold	Sold \$	Fee %	Fee \$	Certificate ID	Credit Date	Credit \$
Street Broom-Pull Behind / Used / DS16-0251-1	DS16-0251-15 / WKCC /	1/14/16	\$27.00	0	\$0.00*	199-1114161930-8897	Credit	Reversal
Hunter Wheel Balance Machine / Used / DS17-00	DS17-0088-1 / Bullitt	1/16/17	\$152.00	MIN	\$0.00*	215-0116171930-8897		
2006 EX GO Golf Cart / Usable / Unit 15 / DS1	Unit 15 / DS17-0085-1	1/16/17	\$2,130.00	MIN	\$0.00*	217-0116171954-8897		
Cushman 5th Wheel Top Dresser / Used But Read	DS16-0259-2 / Top Dre	1/19/17	\$750.00	MIN	\$0.00*	214-0119172000-8897		
2004 EZ GO Golf Cart / Usable / Unit 5 / DS17	DS17-0085-2 / Unit 5	1/23/17	\$1,527.00	MIN	\$0.00*	218-0123171939-8897		
Snap-On Tire Changer / Used / Works / DS17-00	DS17-0088-2 / Tire Ch	1/23/17	\$877.00	MIN	\$0.00*	216-0123172000-8897		
2004 EZ GO Golf Cart / Usable / Good / DS17-0	DS17-0085-5 / Unit 38	1/30/17	\$2,070.00	MIN	\$0.00*	219-0130171954-8897		
			\$7,506.00		\$0.00			\$0.00

<p>No money is due, this statement is for your records only. Credit will be applied in the same month they are entered in the GovDeals system. If you have any problems or questions, please contact Accounting at 1-800-613-0156 option 4. Thank you! * denotes fee was withheld by GovDeals</p>	<p>Total Fees: \$0.00 Prior Sales Credits: \$0.00 Current Credits: \$0.00 Fees Withheld: \$0.00</p>
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The Invoicing Report can be departmentalized. Even if proceeds are sent to a general fund, departmental invoicing is available, wherein invoices are separated by department to facilitate efficient reconciliation.

Below are examples of Departmental Billing invoices and reports that many of our large municipal clients find extremely beneficial to centralize their surplus procedure and accounting reconciliation, while maintaining divisional autonomy in the day-to-day operation.

GovDeals [®] A Liquidity Services Marketplace		Cedar Rapids, IA City Services - Information Technology 101 1st St SE		Agency Contact: Lori Haskell Invoice #: 484-052016 Invoice Date: 5/1/2016-5/31/2016 Due Date: 6/30/2016				
Cedar Rapids, IA 52401-1205								
Asset Description	Inventory ID	Date Sold	Sold \$	Fee %	Fee \$	Certificate ID	Credit Date	Credit \$
HP Printers - Lot 194	30-16	5/6/16	\$90.00	MIN	\$5.00*	1750-0506161900-484		
HP Storage Equipment - Lot 1	44-16	5/16/16	\$10.00	MIN	\$5.00*	1764-0516161900-484		
HP 1-U Rack Mount Server - Lot 4	45-16	5/16/16	\$5.00	MIN	\$5.00*	1765-0516161915-484		
HP 2-U Rack Mount Server - Lot 5	46-16	5/16/16	\$5.00	MIN	\$5.00*	1766-0516161930-484		
Lenel 4-U Generic Server / Workstation - Lot	47-16	5/17/16	\$5.00	MIN	\$5.00*	1767-0517161900-484		
HP 1-U Rack Mount Server - Lot 7	48-16	5/17/16	\$8.50	MIN	\$5.00*	1768-0517161915-484		
HP 1-U Rack Mount Server - Lot 8	49-16	5/17/16	\$7.00	MIN	\$5.00*	1769-0517161930-484		
Server Memory (RAM) Lot 9	57-16	5/17/16	\$16.00	MIN	\$5.00*	1777-0517161945-484		
HP Power Supplies - Lot 10	58-16	5/17/16	\$5.00	MIN	\$5.00*	1778-0517162000-484		
NetApp Data Storage Equipment - Lot 2	60-16	5/30/16	\$11.00	MIN	\$5.00*	1780-0530161900-484		
NetApp Data Storage Equipment - Lot 3	61-16	5/30/16	\$11.00	MIN	\$5.00*	1781-0530161915-484		
			\$173.50		\$55.00			\$0.00

No money is due; this statement is for your records only. Credit will be applied in the same month they are entered in the GovDeals system.
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Thank you!
* denotes fee was withheld by GovDeals

Total Fees: \$55.00
Prior Sales Credits: \$0.00
Current Credits: \$0.00
Fees Withheld: \$55.00

GovDeals [®] A Liquidity Services Marketplace		Cedar Rapids, IA City Services - Fleet 101 1st St SE		Agency Contact: Lori Haskell Invoice #: 484-052016 Invoice Date: 5/1/2016-5/31/2016 Due Date: 6/30/2016				
Cedar Rapids, IA 52401-1205								
Asset Description	Inventory ID	Date Sold	Sold \$	Fee %	Fee \$	Certificate ID	Credit Date	Credit \$
1988 GMC TK30903 (Unit 4-1060)	37-16	5/2/16	\$1,407.63	5.00	\$70.38*	1756-0502161900-484		
1992 Ford F350 (Unit 4-1160)	38-16	5/2/16	\$3,350.00	5.00	\$167.50*	1757-0502161915-484		
1995 GMC 7000 Topkick (Unit 1-0340)	39-16	5/2/16	\$3,550.00	5.00	\$177.50*	1758-0502161930-484		
2000 International 4700 (Unit 1-0350)	40-16	5/3/16	\$5,900.00	5.00	\$295.00*	1759-0503161900-484		
John Deere ATV (Unit 4-613)	42-16	5/3/16	\$1,450.00	5.00	\$72.50*	1761-0503161930-484		
1990 Trailing Flatbed Lowboy Trailer (Unit 1	41-16	5/4/16	\$14,000.00	5.00	\$700.00*	1760-0504161137-484		
2000 Taylor Dunn Electric Cart - Unit 2-0700	50-16	5/12/16	\$800.00	5.00	\$40.00*	1770-0512161900-484		
2003 Taylor Dunn Electric Cart - Unit 2-281	51-16	5/12/16	\$1,100.00	5.00	\$55.00*	1771-0512161915-484		
2009 Ford Crown Victoria - Unit 5-0940	52-16	5/12/16	\$725.00	5.00	\$36.25*	1772-0512161930-484		
2007 Ford Crown Victoria - Unit 5-060	54-16	5/13/16	\$500.00	5.00	\$25.00*	1774-0513161900-484		
EZ-GO Electric Cart - Unit 2-285	55-16	5/13/16	\$222.50	5.00	\$11.12*	1775-0513161915-484		
2005 Ford Crown Victoria - Unit 5-1220	56-16	5/13/16	\$1,000.00	5.00	\$50.00*	1776-0513161930-484		
Rotomist Trailer Mounted Tree Spraying Unit	59-16	5/18/16	\$205.00	5.00	\$10.25*	1779-0518161900-484		
1999 Dodge Ram Topper - #4-323	53-16	5/31/16	\$20.00	MIN	\$5.00*	1773-0531161900-484		
			\$34,230.13		\$1,715.50			\$0.00

No money is due; this statement is for your records only. Credit will be applied in the same month they are entered in the GovDeals system.
If you have any problems or questions, please contact Accounting at 1-800-613-0156 option 4.
Thank you!
* denotes fee was withheld by GovDeals

Total Fees: \$1,715.50
Prior Sales Credits: \$0.00
Current Credits: \$0.00
Fees Withheld: \$1,715.50

GovDeals [®] A Liquidity Services Marketplace		Cedar Rapids, IA Ushers Ferry 101 1st St SE		Agency Contact: Lori Haskell Invoice #: 484-052016 Invoice Date: 5/1/2016-5/31/2016 Due Date: 6/30/2016				
Cedar Rapids, IA 52401-1205								
Asset Description	Inventory ID	Date Sold	Sold \$	Fee %	Fee \$	Certificate ID	Credit Date	Credit \$
Lakeside Parlor Pump Organ	43-16	5/4/16	\$108.00	5.00	\$5.40*	1762-0504161900-484		
			\$108.00		\$5.40			\$0.00

No money is due; this statement is for your records only. Credit will be applied in the same month they are entered in the GovDeals system.
If you have any problems or questions, please contact Accounting at 1-800-613-0156 option 4.
Thank you!
* denotes fee was withheld by GovDeals

Total Fees: \$5.40
Prior Sales Credits: \$0.00
Current Credits: \$0.00
Fees Withheld: \$5.40

Sold Assets Report

Ad hoc reporting options and example report shown

Our clients' most-utilized tool, the Sold Assets Report provides detailed data of all assets sold within any selected date range. With the ability to export to Microsoft Excel with a single click, this report can be easily imported into the seller's other recordkeeping systems, merged with additional inventory data, or filtered by department, category, etc.

More than 45 data fields can be reported with this ad hoc reporting tool, such as:

- ◆ Asset details: description, inventory ID, make/brand, model, VIN, mileage, category, status, tier (internal reallocation), etc.
- ◆ Seller filters: department, name/address of asset's physical location, seller's POC for the asset, etc.
- ◆ Auction data: starting bid, reserve amount, bid increment, number of hits to the auction page, number of bids placed, etc.
- ◆ Buyer info: name, company, city, state, and extended info (buyer's user ID, name for vehicle title, full address)
- ◆ Monetary data: sold amount, fee, net results, buyer's premium amount, tax amount and percentage if applicable, additional fee info (such as shipping/storage fee paid to seller by buyer), remittance payment number; and total sold amount, total fee, total net results, total taxes, etc.
- ◆ Timeline: auction start/end dates and times, buyer payment date, asset pick up date, remittance payment date
- ◆ Credits: credit date, reason, & ability to filter out credits

Sold Asset Report

Select any of the items to display the data or [check all items.](#)

Asset

Asset ID Asset POC Category Department
 Description Inventory ID Location Name Dept. #
 Tier Secondary Inventory ID Location Address Status
 VIN/Serial # Make / Brand Model Miles/Hours
 Year Long Description Title Restriction Authorized Bid Restriction

Auction

Starting Bid Reserve Bid Increment # of Visitors Auto Extension
 # of Bids Start Date End Date # of Hits

Buyer

Full Name Agency/Company City State ID #
 Title To Extended Info

Monetary

Additional Fees Sold Amount Tax GovDeals Fee
 Picked Up Date Net Results Tax % Paid Date
 Credit Reason Check Date Bill of Sale Other \$ Credit Date
 Check # Buyer's Premium Bill of Sale Other \$ Description Seller Payment
 Admin Fee

Start Date: End Date:

or Check here to get all assets from the beginning.
or Search by Payment #:


Hide credits taken outside of date range
 Hide all credits
 Export to Excel

Miami-Dade County, FL Date range: 06/10/2015 - 06/30/2015							
ID #	Description	Category	Buyer	Sold Amount	Bids	Auction Ended	Status
1	2004 Eurocopter (Airbus) AS350B2 Helicopter	Aircraft and Av	Michael	\$818,000.00	3	6/11/15 3:00 PM	PU
38	One Lot of Assorted Video and Photography Equipment.	Photographic Eq	michael	\$615.00	26	6/11/15 6:06 AM	PU
48	One Lot of (8) Kooltronic Air Conditioners Model: KA4C1.5NMVX	Industrial Equi	rafael	\$160.00	7	6/11/15 8:06 PM	PU
49	13-2184/2001 Lanco Law Enforcement Armored Vehicle, Bearcom	Automobiles (Re	Dennis	\$23,500.00	0	6/12/15 3:35 PM	PU
52	Merits Electric Powered Wheel Chair Atlantis 1	Health and Beau	LOUISE	\$265.00	15	6/26/15 8:12 PM	PU
66	Lot of 16 Refrigeration Compressors	Compressors	Ronald	\$210.00	11	6/26/15 8:00 PM	PU
68	One lot of (9) Used Turbo Units	Vehicle Equipme	JOSEPH	\$150.00	1	6/12/15 5:01 PM	PU
74	One lot of dive equipment	Boats and Marin	James	\$120.99	5	6/16/15 11:55 AM	PU
77	One lot of 2 Junkin MC-100 mortuary cots	Mortuary Items	Robert	\$200.00	3	6/26/15 8:00 PM	PU
78	595692/One Peak Beam high intensity searchlight	Sporting Equipm	Eduardo	\$110.01	6	6/26/15 8:00 PM	PU
79	One lot of plastic interlocking paver mats.	Outdoor Living	Charles	\$2,010.00	67	6/26/15 8:24 PM	PU
80	811647/One Hewlett Packard Design jet T610	Computers, Part	roberto	\$100.00	2	6/26/15 8:00 PM	PU
81	586843/ Engle Dental system/dental chair and dental light	Medical/Dental	Aida	\$305.00	8	6/26/15 8:12 PM	PU
82	Generac Centurion 15000 watt electric generator	Generators	Michael	\$1,300.00	26	6/26/15 8:06 PM	PU
84	One lot of metal pipe	Pipe, Valves, a	Mohammed	\$4,475.00	134	6/26/15 8:27 PM	PU
86	701842/ Steam Kettle	Cafeteria and K	Manuel	\$630.00	7	6/26/15 8:03 PM	PU
				\$852,151.00			

Bill of Sale

A Bill of Sale will be automatically populated with the seller's information (including Sourcewell Members logo/seal if desired); the winning bidder's name; all of the information regarding the asset sold, such as inventory number, VIN, make, model, etc.; sale price, tax amount if applicable; payment date and method; and the date sold. The Bill of Sale can be emailed to the winning bidder or printed and given to the bidder when he/she arrives to pick up the item won at auction.

The Bill of Sale contains a disclaimer: "Asset is sold as is, where is, and without warranty. Once the asset is removed from the seller's premises, there is no refund of monies previously paid." This language may be customized. Sourcewell Members is encouraged to obtain a Bill of Sale for every item picked up in order to retain a document the buyer has signed agreeing that no money will be refunded. The signed Bill of Sale may be uploaded to the completed auction.

Pennsylvania State Surplus, PA 2021 Forster St Harrisburg, PA 17103-1728				
Bill of Sale Date: 01/27/2017		Bill of Sale Number: 1272017		
Asset ID: 8636		Inventory ID: 0294		
Description of Property				Award Amount
ASSORTED MONITORS ****PICKUP ONLY****				606.00
Asset Information				
	Year:	Make/Brand:	Model:	VIN/Serial:
	Meter:	Title Restriction:		
Sale Information				
Actual Sold Amount:	\$606.00	Paid On: 01/27/2017 by PayPal		
Other Amount:	\$0.00	Other Amount Description:		
Buyer's Premium:	\$80.60	Tax Rate: 0%		
Tax Amount:	\$0.00			
Total Amount:	\$686.60	* Taxable Items		
Newark, NJ 07112-1128 USA @hotmail.com 973-		Asset is sold as is, where is and without warranty. Once the asset is removed from the seller's premises there is no refund of monies previously paid. Buyer/Agent Signature: _____ Print Name: _____ Date: _____		

Current Bid Report

The Current Bid Report allows the seller to manage its current live auctions, with visibility of high bid amounts, reserve pricing, number of bids, auction end date and time, website traffic (hits and visitors), and the number of users who have added each auction to their watch lists.

This is an ad hoc report that may be customized and may be exported to Microsoft Excel.

Current Bid Report

Asset ID Inventory ID Description # Visitors
 Current Bid # Bids Auction End # Hits
 Reserve Watchers
 Include Assets with no Bids
 Export to Excel

7 auctions returned.

ID ↑	Inventory ID	Description	Reserve	Current Bid	# Bids	Auction End	# Visitors	# Hits	# Watchers
844	844	Apple iPad	\$0.00	\$65.00	7	7/13/16 10:00 AM	204	291	14
845	845	Apple Shuffles	\$0.00	\$43.00	5	7/13/16 10:30 AM	87	119	5
846	846	Apple iPod Classic	\$0.00	\$116.00	10	7/13/16 11:00 AM	123	184	14
847	847	Multimedia LCD Projector & Projector Screen	\$0.00	\$50.00	1	7/13/16 11:30 AM	102	131	4
849	849	Exercise Station	\$0.00	\$330.00	15	7/13/16 12:30 PM	264	333	8
850	850	Weight Station Frame	\$0.00	\$10.00	1	7/13/16 1:00 PM	150	180	5
851	851	Weight Lifting Equipment	\$0.00	\$95.00	3	7/13/16 1:30 PM	271	314	6
			\$0.00	\$709.00					

Paid For/Picked Up Reports

Paid For/Picked Up Reports can be generated within a seller's GovDeals account to display all items sold at auction, separated by status. These reports are exportable to Microsoft Excel.

This three-part "PPU Report" provides real-time status lists of items that have not been paid for; those that have been paid for but have not yet been picked up; and those that have been paid for and have been picked up.

All of the PPU reports include the asset ID, inventory number, description, auction end date and time, high bid amount, sales taxes, seller-imposed fees to buyer, GovDeals fee amount, and buyer's total payment amount. Date of payment is also included on the "Paid" and "Paid & Picked Up" reports."

The "Not Paid" and "Paid, Not Picked Up" reports include a reminder feature that enables the seller to, with a single click, send a notification to the winning bidder reminding him or her that the payment or pick-up deadline has passed.

The payment reminder email includes payment instructions and a link to the auction won, as well as amount due. All reminder emails also include a direct link to the specific seller's Terms and Conditions that outline the payment terms and default penalties.

The "Paid & Picked Up" report also indicates the status of the seller's remittance payment from GovDeals, including the number of the GovDeals payment to the seller.

Examples of reports shown are, top to bottom: "Not Paid," "Paid, Not Picked Up," & "Paid & Picked Up"

Paid For & Picked Up Report

Filter by: Not Paid

ID	Inv ID	Description	Buyer Name	End Date/Time	High Bid	Tax	Add'l Fees	Total	GovDeals Fee	Net Pay	Status	Reminder (?)
61	350	2006 Ford Expedition XLT 4WD	David Uche	10/30/15 2:00 PM	\$3,960.00*	\$0.00		\$3,960.00	-\$0.00	\$3,960.00	Not Paid	Reminder
63	381	2006 Chevrolet TrailBlazer LS 4WD	ron mcMahon	10/30/15 2:20 PM	\$4,190.00*	\$0.00		\$4,190.00	-\$0.00	\$4,190.00	Not Paid	Reminder
68	66	1994 Ford F-350 XL Reg. Cab DRW 2WD	David Mayo	10/30/15 3:10 PM	\$6,010.00*	\$300.00		\$6,310.00	-\$0.00	\$6,310.00	Not Paid	Reminder
					\$14,160.00	\$300.00	\$0.00	\$14,460.00	\$0.00	\$14,460.00		

Paid For & Picked Up Report

Filter by: Paid, Not Picked Up

ID	Inv ID	Description	Buyer Name	End Date/Time	High Bid	Tax	Add'l Fees	Total	GovDeals Fee	Net Pay	Paid	Status	Reminder
6344	7D06 01	50 PIECES OF GUARDRAIL	Bank account	5/10/16 6:30 PM	\$2,162.00*	\$0.00		\$2,162.00	-\$162.15	\$1,999.85	5/10/16		06/20/16
6345	7D06 02	50 PIECES OF GUARDRAIL	Bank account	5/10/16 6:35 PM	\$2,203.00*	\$0.00		\$2,203.00	-\$165.22	\$2,037.78	5/10/16		06/20/16
6347	7D06 04	25 PIECES OF GUARDRAIL	Bank account	5/10/16 6:45 PM	\$1,257.00*	\$0.00		\$1,257.00	-\$94.27	\$1,162.73	5/10/16		06/20/16
6348	7D06 05	60 PIECES OF GUARDRAIL	Bank account	5/10/16 6:50 PM	\$1,304.00*	\$0.00		\$1,304.00	-\$97.80	\$1,206.20	5/10/16		06/20/16
6349	7D06 06	100 PIECES OF GUARDRAIL	Bank account	5/10/16 6:55 PM	\$2,257.00*	\$0.00		\$2,257.00	-\$169.27	\$2,087.73	5/10/16		
6375	7D47 01	5,000 GALLON ASPHALT TANK	July Fugate	6/9/16 6:45 PM	\$9.00*	\$0.00		\$9.00	-\$5.10	\$3.90			Reminder
6376	7D47 02	10,000 GALLON ASPHALT TANK	July Fugate	6/9/16 6:50 PM	\$9.00*	\$0.00		\$9.00	-\$5.10	\$3.90			Reminder
6377	7D47 03	15,000 GALLON ASPHALT TANK	July Fugate	6/9/16 6:55 PM	\$7.00*	\$0.00		\$7.00	-\$5.10	\$1.90			Reminder
6378	7D05 01	FILE CABINET - 5 DRAWER	Robert Green	6/9/16 7:00 PM	\$7.00*	\$0.00		\$7.00	-\$5.00	\$2.00	6/23/16		Reminder
6384	7D31 01	SCAG WALK BEHIND LAWN MOWER	Jenny Morgan	6/20/16 6:15 PM	\$779.00*	\$0.00		\$779.00	-\$58.42	\$720.58	6/24/16		Reminder
6385	7D31 02	SCAG WALK BEHIND LAWN MOWER	Jenny Morgan	6/20/16 6:20 PM	\$793.00*	\$0.00		\$793.00	-\$59.47	\$733.53	6/24/16		Reminder
6386	7D22 01	1,550 Gallon Tank	Joshua Bright	6/20/16 6:25 PM	\$135.01*	\$0.00		\$135.01	-\$10.13	\$124.88	6/21/16		Reminder
6387	7D22 02	10,000 Gallon Tank	Joshua Bright	6/20/16 6:30 PM	\$173.01*	\$0.00		\$173.01	-\$12.98	\$160.03	6/21/16		Reminder
6388	7D31 03	CONCRETE SAW	Chris Loney	6/20/16 6:35 PM	\$72.00*	\$0.00		\$72.00	-\$5.40	\$66.60	6/21/16		Reminder
					\$11,167.02	\$0.00	\$0.00	\$11,167.02	\$856.11	\$10,311.91			

Remind Buyers with a Single Click

Paid For & Picked Up Report

Filter by: Paid, Picked Up

Search by Payment:

Auction ended between: Start Date: 6/1/2016 End Date: 6/30/2016

ID	Inv ID	Description	Buyer Name	End Date/Time	High Bid	Tax	Add'l Fees	Total	GovDeals Fee	Net Pay	Picked Up	Payment #	Payment Date
Electronic Payments Received from GovDeals													
827	827	Alamo Auto Lifts	Jeremiah Smith	6/1/16 11:00 AM	\$1,275.00*	\$105.19		\$1,380.19	-\$95.62	\$1,284.57	6/20/2016	81098	6/30/16
828	828	Overhead Doors	Garry	6/1/16 11:30 AM	\$105.00*	\$8.66		\$113.66	-\$7.87	\$105.79	6/29/2016	81540	7/7/16
829	829	Exercise Station	Caesar	6/1/16 12:09 PM	\$660.00*	\$54.45		\$714.45	-\$49.50	\$664.95	6/15/2016	80687	6/22/16
830	830	Weight Rack	Justin	6/1/16 12:30 PM	\$385.00*	\$31.76		\$416.76	-\$28.87	\$387.89	6/3/2016	79809	6/9/16
831	831	Weight Lifting Equipment	Jesus	6/1/16 1:00 PM	\$290.00*	\$23.92		\$313.92	-\$21.75	\$292.17	6/9/2016	80231	6/15/16
832	832	1999 Buck Regal GS	Herbert	6/15/16 10:09 AM	\$550.00*	\$0.00		\$550.00	-\$41.25	\$508.75	6/20/2016	81098	6/30/16
833	833	1990 Nissan Stanza XE	Roberto	6/15/16 10:30 AM	\$70.00*	\$0.00		\$70.00	-\$5.25	\$64.75	6/20/2016	81098	6/30/16
834	834	1999 Ford Escort ZX2	Juan	6/15/16 11:00 AM	\$220.00*	\$0.00		\$220.00	-\$16.50	\$203.50	6/29/2016	81540	7/7/16
835	835	1999 Ford Explorer XL 2WD	cobra	6/15/16 11:36 AM	\$710.00*	\$0.00		\$710.00	-\$53.25	\$656.75	6/21/2016	81098	6/30/16
840	840	Wall Mirrors	Jason	6/29/16 12:00 PM	\$35.00*	\$2.89		\$37.89	-\$5.00	\$32.89	6/30/2016	81540	7/7/16
					\$4,300.00	\$226.87	\$0.00	\$4,526.87	\$324.86	\$4,202.01			
Total Received from GovDeals: \$4,202.01													
* Total GovDeals Fees Withheld: \$324.86													
Electronic Payments Owed by GovDeals													
ID	Inv ID	Description	Buyer Name	End Date/Time	High Bid	Tax	Add'l Fees	Total	GovDeals Fee	Net to Pay	Picked Up		
815	815	Safety Sw Ich boxes	roberto	6/1/16 10:30 AM	\$55.00*	\$4.54		\$59.54	-\$5.00	\$54.54			7/6/2016
836	836	Exercise Station	ernesto	6/29/16 10:09 AM	\$660.00*	\$54.45		\$714.45	-\$49.50	\$664.95			7/6/2016
					\$715.00	\$58.99	\$0.00	\$773.99	\$64.50	\$719.49			
Total Owed by GovDeals: \$719.49													
* Total GovDeals Fees to Withhold: \$64.50													

Status Report

The Status Report provides the ability to quickly display asset auction data according to current status, such as those at auction, items sold, and auctions listed as inactive (on hold), as well as auctions that closed with no bids or those that did not meet reserve. These reports are easily exported to Microsoft Excel with a single click.

Asset Statuses

Ready for Auction

ID ↑	Inv ID	# Photos	Description	Action Date	Start Date/Time	End Date/Time	Open	Increment	Reserve/Strike	# Bids	High Bid	Auto Extension
6701	16933	1	2 Skids Misc Clothing #16933 697 LBS ****PICK UP ONLY****	2/6/17 10:46 AM	2/8/17 10:56 AM	2/15/17 10:05 AM	\$50.00	\$2.00	\$0.00	0	\$50.00	
6703	16944	1	Approx 3 LB Gold Tone Jewelry #16944	2/6/17 10:48 AM	2/8/17 10:59 AM	2/15/17 10:15 AM	\$25.00	\$5.00	\$0.00	0	\$25.00	
6704	16841	1	Misc Electronics 8 lbs #16841	2/6/17 10:49 AM	2/8/17 11:00 AM	2/15/17 10:00 AM	\$10.00	\$2.00	\$0.00	0	\$10.00	
6706	16956	1	Approx 13 lbs Assorted Multitools #16956	2/6/17 10:52 AM	2/10/17 11:02 AM	2/17/17 10:10 AM	\$25.00	\$2.00	\$0.00	0	\$25.00	
6708	16894	1	Approx 10 Assorted Leatherman Multitools Approx 5 lbs. 16894	2/6/17 10:55 AM	2/10/17 11:05 AM	2/17/17 10:05 AM	\$25.00	\$5.00	\$0.00	0	\$25.00	
6710	16848	1	Approx 16 lbs Assorted Victorinox Knives #16848	2/6/17 10:57 AM	2/10/17 11:07 AM	2/17/17 10:15 AM	\$25.00	\$5.00	\$0.00	0	\$25.00	
6711	16898	0	Approx 10 Assorted Gerber Multitools 6 lbs #16898	2/6/17 10:58 AM			\$0.00	\$0.00	\$0.00		\$0.00	
6712	16898	1	Approx 10 Assorted Gerber Multitools 6 lbs #16898	2/6/17 10:58 AM	2/8/17 11:09 AM	2/15/17 10:10 AM	\$25.00	\$5.00	\$0.00	0	\$25.00	
6713	16855	1	Approx 5 Assorted Purses #16855 5 lbs	2/6/17 11:00 AM	2/8/17 11:10 AM	2/15/17 10:20 AM	\$15.00	\$1.00	\$0.00	0	\$15.00	
6714	16887	1	Assorted Lighters #16887 ****PICK UP ONLY****	2/6/17 11:01 AM	2/10/17 11:11 AM	2/17/17 10:00 AM	\$25.00	\$2.00	\$0.00	0	\$25.00	
6715	16940	1	Approx 5 lbs Silver Tone Jewelry #16940	2/6/17 11:02 AM	2/10/17 11:13 AM	2/17/17 10:20 AM	\$25.00	\$2.00	\$0.00	0	\$25.00	

Asset Statuses

Sent to Auction

ID ↑	Inv ID	# Photos	Description	Action Date	Start Date/Time	End Date/Time	Open	Increment	Reserve/Strike	# Bids	High Bid	Auto Extension
6688	16880	1	Approx 14 lbs Assorted Multitools #16880	2/1/17 9:52 AM	2/1/17 9:52 AM	2/8/17 10:15 AM	\$25.00	\$2.00	\$0.00	1	\$25.00	
6689	16919	1	Approx 10 lbs Assorted Box Cutters #16919	2/3/17 9:53 AM	2/3/17 9:53 AM	2/10/17 10:20 AM	\$10.00	\$1.00	\$0.00	0	\$10.00	
6690	16835	1	Approx 15 lbs Assorted Victorinox Knives #16835	2/1/17 9:54 AM	2/1/17 9:54 AM	2/8/17 10:00 AM	\$25.00	\$5.00	\$0.00	11	\$405.00	
6691	16824	1	Approx 10 Assorted Gerber Multitools 4 lbs #16824	2/3/17 9:55 AM	2/3/17 9:55 AM	2/10/17 10:00 AM	\$25.00	\$5.00	\$0.00	1	\$25.00	
6694	16830	1	Approx 12 lbs Assorted Black Knives #16830	2/1/17 10:38 AM	2/1/17 10:38 AM	2/8/17 10:10 AM	\$25.00	\$5.00	\$0.00	11	\$206.00	
6695	16827	1	Approx 1 lbs Assorted Reading Glasses #16827	2/3/17 10:39 AM	2/3/17 10:39 AM	2/10/17 10:05 AM	\$10.00	\$1.00	\$0.00	0	\$10.00	
6696	16904	1	Approx 9 lbs Assorted Fixed Blade Knives #16904	2/3/17 10:40 AM	2/3/17 10:40 AM	2/10/17 10:10 AM	\$15.00	\$2.00	\$0.00	7	\$42.00	
6697	16939	1	Approx 5 LB Silver Tone Jewelry #16939	2/3/17 10:41 AM	2/3/17 10:41 AM	2/10/17 10:15 AM	\$25.00	\$5.00	\$0.00	3	\$30.00	
6698	16886	1	Assorted Lighters #16886 ****PICK UP ONLY****	2/1/17 10:43 AM	2/1/17 10:43 AM	2/8/17 10:20 AM	\$15.00	\$5.00	\$0.00	6	\$55.00	
6699	16930	1	Approx 2 lbs. Assorted Sunglasses #16930	2/1/17 10:44 AM	2/1/17 10:44 AM	2/8/17 10:05 AM	\$10.00	\$1.00	\$0.00	3	\$36.00	
6702	16924	1	Approx 7 lbs. of Assorted Belts #16924	2/6/17 10:58 AM	2/6/17 10:58 AM	2/13/17 10:00 AM	\$10.00	\$1.00	\$0.00	0	\$10.00	
6705	16849	1	Approx 11 lbs Assorted Black Knives #16849	2/6/17 11:01 AM	2/6/17 11:01 AM	2/13/17 10:05 AM	\$25.00	\$5.00	\$0.00	0	\$25.00	
6707	16874	1	Approx 1 lbs Assorted Reading Glasses #16874	2/6/17 11:04 AM	2/6/17 11:04 AM	2/13/17 10:15 AM	\$10.00	\$1.00	\$0.00	0	\$10.00	
6709	16920	1	Approx 10 lbs Assorted Box Cutters #16920	2/6/17 11:06 AM	2/6/17 11:06 AM	2/13/17 10:10 AM	\$10.00	\$1.00	\$0.00	0	\$10.00	
6716	16948	1	Approx 5 lbs Costume Jewelry #16948	2/6/17 11:14 AM	2/6/17 11:14 AM	2/13/17 10:20 AM	\$25.00	\$2.00	\$0.00	0	\$25.00	

Buyer's and Seller's Certificates

When an auction closes, a Buyer's Certificate will automatically be sent to the winning bidder via email, and a matching Seller's Certificate will be sent to the seller's POC.

These certificates contain the bidder's name, company name if applicable, address, telephone number, bidder ID number, item description, asset ID, and sold amount.

This notification of award also includes the seller's terms and conditions. Contact information for the seller is also provided to the buyer, as well as payment and asset removal instructions.

A PDF of the Bill of Sale will be included in the Seller's Certificate email.

Payment Confirmation

After a successful transaction, buyers will receive an email receipt confirming their online payment has been received by GovDeals.

Notification will also be sent to the seller regarding the payment receipt, and the seller may release the asset to the buyer.

From: Accounting@Govdeals.com
Sent: Wednesday, July 06, 2016 3:44 PM
To: ***@gmail.com
Subject: GovDeals.com Payment Received

Your payment has been received for Invoice ID 393765. Promptly contact the seller(s) to discuss times and location for pickup. Please present the certificate(s) to the seller to receive the item(s) purchased. Thank you for using GovDeals.

The following assets are ready for pickup:

Certificate ID: 45-0706161642-8245
Description: 1999 Ford Taurus
Sold Amount: \$2,500.00
Buyer's Premium: \$275.00
Tax: * \$156.25
Additional Fees: \$0.00
Subtotal: \$2,931.25
Total: \$2,931.25

GovDeals Seller's Certificate: 2-0126151849-7248

Congratulations, Trinity County Health and Human Services, CA has sold another item on the GovDeals Auction Services.

BUYER (#716433)	
Name:	DAVID [REDACTED]
Company:	na
Title To:	DAVID [REDACTED]
Phone:	530-[REDACTED]
Email:	[REDACTED]@trinitycounty.org
Address:	104 [REDACTED] Way Weaverville, CA 96093

SELLER (#7248)	
Agency:	Trinity County Health and Human Services, CA
Contact:	Dave [REDACTED]
Phone:	530-[REDACTED]
Fax:	530-[REDACTED]
Email:	[REDACTED]@trinitycounty.org
Address:	51 Industrial Pk Way Weaverville, CA 96093

ITEM INFORMATION FOR ASSET ID: 2

Item:	2001 Ford Expedition XLT 4WD 		
Pick Up Location:	51 Industrial Pk Way, Weaverville, CA 96093		
Inventory ID:	2	Account ID:	7248
Condition:	See Description	Quantity:	1 each
Make/Brand:	Ford	Model:	Expedition
VIN/Serial:	1FMRU16W31LB44912	Model Year:	2001
Meter:	132,438 Miles	Title Restrictions:	No

Date	Item	Amount
01/26/2015 6:49 PM	2001 Ford Expedition XLT 4WD	\$1,710.00
	Tax	7.5000% \$128.25
	Buyer's Premium	10.00% \$171.00
	Total	\$2,009.25

Payment Instructions:

Payment methods for this item are Wire Transfer, PayPal, or credit cards (Visa, Mastercard, American Express*, Discover) only. * American Express is not available for buyers on probation. PayPal and credit card purchases are limited to below \$5,000.00 and Bidders residing in the United States, Canada and Mexico Only. If the winning bid plus applicable taxes, if any indicated, plus the buyer's premium equals to \$5,000.00 or more, Wire Transfer must be used. If Wire Transfer is chosen, a Wire Transfer Transaction Summary page will provide payment and account information. The Wire Transfer must be completed within 5 days.

PAYMENT MUST BE MADE ONLINE - To make an online payment, log into your GovDeals account and select [My Bids](#). Please follow the instructions there. Payment in full is due not later than five (5) business days from the time and date of the Buyer's Certificate. Payment must be made electronically through the GovDeals Website. **NO CASH, CHECKS, OR MONEY ORDER WILL BE ACCEPTED!**

PAYMENT MUST BE MADE ONLINE - To make online payment, log into your GovDeals account and select [My Bids](#). Please follow the instructions there.

Payment in full is due not later than five (5) business days from the time and date of the Buyer's Certificate. Payment must be made electronically through the GovDeals Website. Payment Methods are listed above.

TAX EXEMPTION: Where taxes are applicable (see the Buyer's Certificate), Tax Exempt documents must be provided to this seller within 24 hours of the auctions close and before payment is made. Please see the contact below for any questions.

Removal Instructions:

Property may be removed by appointment only and appointments must be made at least 24 hours in advance. All items must be removed within ten (10) business days from the time and date of issuance of the Buyer's Certificate.

The Buyer will make all arrangements and perform all work necessary, including packing, loading and transportation of the property. No Assistance will be provided. A daily storage fee of \$10.00 may be charged for any item not removed within the 10 business days allowed and stated on the Buyer's Certificate.

Special Instructions:

NOTICE: If you are the winning bidder and default by failing to adhere to this seller's terms and conditions your account with GovDeals WILL BE LOCKED.

Guaranty Waiver: All property is offered for sale "AS IS, WHERE IS". Trinity County Health and Human Services, CA makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. Please note that upon removal of the property, all sales are final.

Description Warranty: Seller warrants to the Buyer that the property offered for sale will conform to its description. Any claim for misdescription must be made prior to removal of the property. If Seller confirms that the property does not conform to the description, Seller will keep the property and refund any money paid. The liability of the seller shall not exceed the actual purchase price of the property.

Description:

2001 Ford Expedition XLT 4WD SPORT UTILITY 4-DR, 4.6L V8 SOHC 16V
Vehicle Starts and Runs
Automatic Transmission, AM/FM cassette, Power windows/locks, Cruise Control, 3rd Row Seating
Regularly serviced
No other known mechanical problems.
Minor dings and dents to body consistent with normal use
Faded paint on hood and top of truck. Rust on windshield wipers.
Please see photos for more details

Table 8, Line 36 & 14 A, Line 64: Auction Timeline

GovDeals offers a comprehensive, turnkey, live web-based auction platform for Sourcewell Members' surplus sales needs. We will provide online auction services, recordkeeping, server security and auction website reliability, marketing services, payment collection, and hands-on training and support in order to ensure the successful operation of your government's surplus property auctions. The GovDeals auction platform can be used on an ongoing, as-needed basis, and assets are auctioned as-is, where-is, and without warranty.

Although our platform is designed for the efficiency of self-service, GovDeals is committed to sharing our strategy knowledge with Sourcewell Members through very interactive and hands-on service. We combine an easy-to-use website, a large and targeted bidder audience, knowledge of auction best practices, a robust marketing program, and a history of compliance with government requirements and regulations, to offer a service that is unequalled by other vendors.

During auctions, Sourcewell Members will be able to monitor its online auctions and answer questions from bidders. Auctions can be withdrawn at any time by Sourcewell Members or by GovDeals at Sourcewell Members' request.

When the auction closes, GovDeals will provide documentation of the sale and will collect payment from buyers. Buyers will then schedule removal appointments with Sourcewell Members.

Throughout the auction cycle, GovDeals will also provide dedicated service for problem solving and case-by-case strategy recommendations, including marketing, best practices, remittance and recordkeeping services, and technical support.

The general timeline of the online auction process is as follows:



After an asset is declared surplus, Sourcewell Members should take photographs and enter descriptive details on an asset inspection form provided by GovDeals.



Sourcewell Members will upload photos and transcribe information from the asset inspection forms into the simple, one-page auction creation template within Sourcewell Members' GovDeals account. GovDeals' auction calculator can recommend starting bid, bid increment, and auction dates for the auctions; these values can also be input manually.



For high-value and particularly specialized assets, a marketing plan will be developed by GovDeals' Marketing Department and, upon request, will be presented to Sourcewell Members for advance review and approval prior to auction. Marketing campaigns will run while the auction is open for online bidding.



The auction(s) will be open for bidding for 7-10 days, in most cases. While the auction is live, Sourcewell Members can monitor progress of its auctions at www.GovDeals.com. Sourcewell Members should answer any bidder questions that may be posted via the GovDeals Q&A

Conducting Auctions During the COVID-19 Pandemic

- GovDeals eliminates the need for a crowd to gather
- Only winning bidders are required to come on-site to pick up property
- Pickup can easily be scheduled around Sourcewell Members' restricted office hours & visitor procedures
- Posting a video of an asset (i.e. vehicle motor running) serves as "virtual inspection"
- Electronic transfer of Bill of Sale

system. Sourcewell Members' Client Account Manager will also monitor auctions for quality assurance.



After the auction has ended, Sourcewell Members will automatically be emailed a Seller's Certificate with details of the sale and contact information for the winning bidder; and the winning bidder will automatically be emailed a Buyer's Certificate with sale and payment details.



The winning bidder is responsible for making payment on GovDeals.com within 5 business days after auction close (this time period may be shortened or lengthened by Sourcewell Members if desired). Upon the buyer's successful payment by credit/debit card (Visa, MasterCard, Discover, and American Express are accepted), PayPal, or wire transfer, Sourcewell Members will receive notification that payment has been made, along with the Bill of Sale.



The buyer is required to pick up assets within 10 business days after auction close (this time period may also be adjusted by Sourcewell Members if desired). The winning bidder is responsible for scheduling an asset removal appointment with Sourcewell Members. At pickup/removal, the winning bidder must present photo ID and their GovDeals Buyer's Certificate, and Sourcewell Members should verify the bidder's documentation. After both the buyer and Sourcewell Members representative sign the GovDeals Bill of Sale, the asset may be released to the winning bidder. The signed Bill of Sale, and any other documentation as desired, may be uploaded to the closed auction for recordkeeping purposes.



When Sourcewell Members marks the asset "Picked Up" in the GovDeals system, GovDeals will remit payment for the asset. Assets marked "Picked Up" by Friday will be included in the next week's payment cycle. GovDeals will withhold the agreed-upon fee and will electronically remit the balance to Sourcewell Members. GovDeals will also remit applicable taxes to the appropriate taxing authorities.



Sourcewell Members' remittance payment may be sent to multiple accounts as desired, such as individual selling departments. Even if sent to a general fund, data can easily be separated out for auditing purposes using a department code, and all reports are exportable to Excel.



GovDeals accepts responsibility for chargebacks and fraud that may occur, so Sourcewell Members will not be liable for any payment disputes. GovDeals may request a copy of the signed Bill of Sale from Sourcewell Members in the case of a payment dispute after an asset has been removed by the buyer.



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RFP 012821 - Contract Award Notification



rfp@sourcewell-mn.gov

To Vendor



Follow up.

If there are problems with how this message is displayed, click here to view it in a web browser.

Reply Reply All Forward

Wed 3/17/2021 11:01 AM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Alicia,

Congratulations! You have been awarded a Sourcewell contract for procurement of Auction Services with Related Solutions. Your proposal was accepted, deemed responsive, evaluated, and recommended for award by Sourcewell's evaluation committee as a solution to meet our participating entities' needs. Sourcewell's Chief Procurement Officer has approved a contract award to Liquidity Services Operations, LLC and this award will be effective on the date stated in the contract.

This award means that Liquidity Services Operations, LLC is now a "Sourcewell Awarded Contract" supplier and is part of a select group. The authorized representative of Liquidity Services Operations, LLC will be receiving an email sent through our electronic signature provider, DocuSign, with the contract document attached. Please have that authorized representative digitally sign the document in the DocuSign platform as soon as you are able.

Your organization will be assigned a Sourcewell supplier development administrator. He or she will be contacting you soon to discuss plans to make this contract a success for you and our participating entities.

Sincerely,

Chris Robinson
Procurement Manager

Sourcewell

State Agency Volume-Based Pricing Schedule

In recognition that State Agency surplus programs/operations are often self-funded, GovDeals offers our state agency clients upfront discounted pricing rather than a rebate based on their sales volume. To ensure fairness, each State Agency’s GovDeals pricing is based on the documented, aggregated sales of all state-level agencies within a client state. The Aggregation Calculation Guidelines display the sliding scale according to annual volume and service level.

Annual Volume	Non-FSS Fee	FSS Fee
< \$1 Million (MM)	7.5%	10.0%
\$1 MM to < \$2 MM	7.0%	10.0%
\$2 MM to < \$3 MM	6.5%	9.5%
\$3 MM to < \$4 MM	6.0%	9.0%
\$4 MM to < \$5 MM	5.5%	8.5%
\$5 MM or more	5.0%	8.0%

\$5 minimum fee on all successful auctions. Minimum fee does not apply if entire fee is paid by the buyers (Buyer’s Premium).

Aggregation Calculation Guidelines to Determine Fee

- ❖ All participating state agencies qualify and aggregate for volume-based pricing.
- ❖ The State’s fee basis will be re-evaluated annually. Year-over-year (YOY) fee basis changes may include the following scenarios:
 - If the qualifying sales volume *increases* YOY, then the new rate is based on the higher annual sales volume.
 - If the qualifying sales volume *decreases* YOY and would, therefore, indicate an increase in the GovDeals fee, then an average of the previous two-year’s sales volume will be considered when establishing next year’s fee.
 - When a state-level client’s sales do not reach the sales goal used to establish their Annual Volume-Based Fee, GovDeals may take the initial sales goal used, add it to their first year of actual sales volume, and use a two-year average to establish their fee.

Example:

Client indicates they expect surplus sales of \$6MM but actualizes \$3MM in year one. GovDeals will calculate the year two fee as follows:
 $6 + 3 = 9; 9 / 2 = \$4.5\text{MM}$ fee basis.

- As an alternative, the client’s year two fee may be based on their commitment to transition after a trial period to exclusive use of GovDeals or to reaching an obtainable sales volume. GovDeals will establish a new Annual Volume-Based Fee start date when this state-level client has completed their transition to GovDeals.
- ❖ **Eligibility qualifications for this and other fee programs:**
 - Institutions of Higher Education (public and private) remain at GovDeals’ standard pricing.
 - Local cooperative state contract users at GovDeals’ standard pricing qualify for the applicable Annual Volume Discount Program (AVDP) program with the aggregated sales volume basis inclusive of all contract participants’ sales (state and local).
 - State-level clients using the State Volume-Based Pricing Schedule receive upfront discounting therefore they are not eligible for rebates in AVDP.
 - Should special pricing be offered for individual specialty or high-value assets, the proceeds earned for these already discounted assets will not count towards the basis for determining the Annual Volume-Based Fee.