SUBJECT: Piggyback State of Minnesota Sourcewell Contract No. 012821 with Liquidity Services Operations LLC dba GovDeals for Online Auction Services

BID #: PSC-0272-22

OPEN DATE: N/A

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: PIGGYBACK CONTRACT – DATE OF CONTRACT EXECUTION THROUGH MARCH 19, 2025 WITH ONE (1) ONE (1) YEAR RENEWAL OPTION

AGENCY: PROCUREMENT DIVISION

BASIS OF AWARD: PIGGYBACK CONTRACT

NUMBER OF BIDS INVITED: N/A **NUMBER RECEIVED:** N/A **OTHER:** N/A

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to piggyback off State of Minnesota Sourcewell Contract No. 012821 with Liquidity Services Operations LLC dba GovDeals for Online Auction Services. This will be a revenue generating contract with the City of Jacksonville receiving 100% of the online sale price of surplus vehicles and miscellaneous items and also receiving an annual rebate of 1.25% of its auction sales. Period of service will be from date of contract execution through March 19, 2025 with one (1) one (1) year renewal option.

This is a revenue generating contract with no cost to the City. This award shall be executed by formal contract agreement through the Office of General Counsel.

ATTACHMENTS: Recommendation Memo; Risk Mgt. Approval, Supplier's Letter/Quote, Sourcewell Piggyback Contract

ANALYST: _____
DAVID KLAGES

RESPECTFULLY SUBMITTED: _____
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: GREGORY PEASE, CHIEF, PROCUREMENT DIVISION

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

ONE CITY. ONE JACKSONVILLE.

City of Jacksonville, Florida

Lenny Curry, Mayor

Procurement Division
Ed Ball Building
214 N. Hogan Street, Suite 800
Jacksonville, Florida 32202

To: Gregory W. Pease, Division Chief, Procurement Division

From: David Klages, Purchasing Analyst DK

Date: September 27, 2021

Subject: PSC-0272-22 Piggyback State of Minnesota Sourcewell Contract No. 012821 with Liquidity Services Operations LLC dba GovDeals for Online Auction Services.

The Procurement Division is currently utilizing COJ Contract No. 10281 to piggyback off the contract between Pinellas County, Florida and Liquidity Services Operations LLC dba GovDeals (Pinellas County #156-0227-R(RG)) for Online Auction Services. Said contract will expire on November 2, 2021.

The Procurement Division requests approval to piggyback off State of Minnesota Sourcewell Contract No. 012821 with Liquidity Services Operations LLC dba GovDeals for Online Auction Services. This will be a revenue generating contract with the City of Jacksonville receiving 100% of the online sale price of surplus vehicles and miscellaneous items and also receiving an annual rebate of 1.25% of its auction sales, which is the same pricing structure under Contract No. 10281.

Period of service will be from date of contract execution through March 19, 2025 with one (1) one (1) year renewal option.

This is a revenue generating contract with no cost to the City. This award shall be executed by formal contract agreement through the Office of General Counsel.

Thank you for your assistance and consideration in this matter.

CC: Dustin Freeman
Manager of Purchasing Services
Procurement Division

Klages, David

From:	Verdejo Magras, Wanda on behalf of RiskReview
Sent:	Monday, September 27, 2021 10:18 AM
To:	Klages, David
Subject:	RE: Online Auction Services-GovDeals- piggyback Sourcewell
Attachments:	RISK ADDED THE INDEM. & INS. REQ for Online Auction Services.docx; PSC-0272-22 Request for Service - Online Auction Services.docx; Sourecwell Contract Award to GoveDeals Inc.pdf; Supplier Letter & Quote.pdf

Greetings,

Thank you for allowing Risk Management an opportunity to review your request.

Risk Management added the Indemnification & Insurance Requirements to the contract for Online Auction Services-GovDeals- piggyback Sourcewell.

Summary:

- Risk Management has been implementing slowly for all bids, contracts, and agreements to have a uniform format for the Indemnification, Insurance Requirements and Provisions; therefore, the changes are subtle but necessary.
- Risk Management attached the Indemnification & Insurance Requirements with Provisions separately to incorporate into the contract.
- All the insurance requirements from the Piggyback contract are incorporated, except for the coverages that I thought was not needed since its an Online Auction Services

Risk Management concludes the review.

Any further questions, please feel free to contact me.

NOTE: All emails sent to Wverdejo@coj.net **&** RiskReview@coj.net

Any further questions, please feel free to contact me.

Cordially,

Wanda Verdejo
Property and Casualty Compliance Administrator
for Risk Management Division
City of Jacksonville
117 West Duval Street, Suite 335
Jacksonville, FL 32202-3381
Phone : 904-255-5314

GovDeals.com
A Liquidity Services Marketplace

Liquidity Services Operations LLC
Providing government-exclusive online auction services since 2001
100 Capitol Commerce Blvd., Suite 110, Montgomery, AL 36117
Steve Kranzusch, Vice President and General Manager
skranzusch@govdeals.com | 1-800-613-0156 Ext. 4455

Proposal to City of Jacksonville

Contract Services

City of Jacksonville is invited to participate in GovDeals' Sourcewell Contract Number 012821 for Auction Services with Related Services. A copy of this contract is available upon request.

The contracted services include utilization of the GovDeals auction platform for the City's auction sales needs, as well as direct service to develop auction and marketing strategies, and provide training and support of the City's staff members.

GovDeals offers a comprehensive, turnkey, live web-based auction platform for the City's auction 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 the City's auctions.

The auction platform can be used on an ongoing, as-needed basis, and assets are auctioned as-is, where-is, and without warranty.

Pricing – No Fees to the City

Fee to the City of Jacksonville:	0%
Buyer's Premium:	12.5%

The City will receive 100% of its auction proceeds, and there will be no fee to the City for use of GovDeals' services and support. Further, there will be no fees to the City for marketing, 24/7 support, training, software upgrades, assistance loading assets, on-site consultations, etc.

GovDeals will withhold the buyer's premium (paid by winning bidders) and will remit 100% of your auction proceeds to the City. A monthly statement will be provided within your GovDeals account, but the City will have no bill to pay.

Annual Rebate of 1.25%

By participating in GovDeals' cooperative contract with Sourcewell, the City will be eligible for an annual rebate of 1.25% of its auction sales. For example, if the City sells $100,000 in auction sales on GovDeals.com during a contract year, the City would receive an annual check from GovDeals in the amount of $1,250.

No Financial Risk

GovDeals will shoulder liability for chargebacks and buyer fraud that may occur. GovDeals does not withhold payment during the 30-day chargeback window; payments will be remitted electronically the week following pickup by the buyer.

DocuSign Envelope ID: 62F4E395-B369-4A76-82D4-D832F8298FEF

Sourcewell

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.

Sourcewell 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 Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell 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 Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell 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 Entitles 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 Sourcewell 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 Sourcewell 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;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell 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 Sourcewell, the Vendor will pay an administrative fee to Sourcewell 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 Sourcewell 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 Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell'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 theTrademark(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

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Director of Operations & Procurement/CPO

Date: 3/17/2021 | 11:32 AM CDT

Approved:

DocuSigned by:
Chad Coauette
7E42B8F817A64CC...
By: _____
Chad Coauette
Title: Executive Director/CEO

Date: 3/17/2021 | 6:22 PM CDT

Liquidity Services Operations, LLC,
dba GovDeals

DocuSigned by:
Steve Kranzusch
EA5DF17F85ED4C4...
By: _____
Steve Kranzusch
Title: Vice President and General Manager

Date: 3/17/2021 | 4:21 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
HST#:	52-2293687

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 *

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.	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). 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 on of the LSI's flagship marketplaces - and one of its most successful. 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. 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. What our clients like most about GovDeals: • 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?	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.
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.	Our parent company's most recent Audited Financial Statement has been provided as an attachment.
10	What is your US market share for the solutions that you are proposing?	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%.
11	What is your Canadian market share for the solutions that you are proposing?	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%.
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No

13	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. 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? 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?	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. 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. 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. 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 o 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. 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.
14	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.	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.
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A

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?	Cooperatives: Sourcewell - $21.9 million (2019-2020); $24.6 million (2018-2019); $16.8 million (2017-2018) NASPO ValuePoint - $25.2 million (2019-2020); $25.8 million (2018-2019); $25.3 million (2017-2018) Omnia Partners - $92,000 (2020-2021) BuyBoard - $5.1 million (2019-2020); $4 million (2018-2019); $3.2 million (2017-2018) Pinellas County, FL - $8.8 million (2019-2020); $6.6 million (2018-2019); $6 million (2017-2018) State/Provincial Contracts: State of Alabama - $1.1 million (2020); $1.6 million (2019); $1.4 million (2018) State of Arizona - $1,700 (2020); $2800 (2019); $66,000 (2018) State of Colorado - $766,000 (2020) State of Georgia - $4.8 million (2020); $3.3 million (2019); $4.2 million (2018) State of Indiana - $1.6 million (2020); $913,000 (2019) State of Louisiana - $3.9 million (2020); $2.3 million (2019); $1.8 million (2018) State of Missouri - $3.7 million (2020); $4 million (2019); $3.8 million (2018) State of Ohio - $2.6 million (2020); $809,000 (2019); $587,000 (2018) State of Oregon - 1.7 million (2020); $2.2 million (2019); $2.2 million (2018) State of South Carolina - $9.3 million (2020); $5.4 million (2019); $6.3 million (2018) State of Tennessee - $6.4 million (2020); $4.6 million (2019); $2.8 million (2018)
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 Sourcewell participating entities in the United States.	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 Sourcewell 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. GovDeals will provide easily accessible, highly responsive technical support and customer service to all Sourcewell 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. 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. We have 46 Client Account Managers and Business Development Representatives based strategically throughout the U.S. to provide direct service to participating entities nationwide.
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	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. 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. Canadian Sourcewell participating agencies will receive the same level of service and support that agencies in the United States receive. Importantly, www.GovDeals.ca transacts in Canadian dollars.
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	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.
30	Identify any Sourcewell 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?	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. GovDeals does not serve commercial or private not-for-profit entities that are not affiliated with a government entity. If any Sourcewell 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.
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no specific contract requirements or restrictions that would apply to Sourcewell 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.

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: • 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 Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	The Sourcewell 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 Sourcewell'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 Sourcewell.
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. Sourcewell Members may sign up online to utilize our service, including the ability to indicate their desire to ride the Sourcewell contract.

Table 8: Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell 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 Sourcewell Members realize untapped revenues. The GovDeals system and service offers Sourcewell 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: • 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 Sourcewell 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.	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. 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." 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. 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.
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?	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. 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. 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. 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!

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 Sourcewell 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 Sourcewell 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 Sourcewell and its Members are guaranteed through a $10,000,000 insurance policy. When a Sourcewell 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 Sourcewell Member. This may include service such as creating auction listings and managing the auction process. More information is available to Sourcewell 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 Sourcewell'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 Sourcewell 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 Sourcewell participating entities' purchase orders.	To access GovDeals' services, a Sourcewell participating entity can fill out the "Become a Seller" information form on our website and enter "Sourcewell" 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 Sourcewell 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 Sourcewell 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 desribed in the RFP, the template Contract, and the Sourcewell 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 Sourcewell discounted price) on all of the items that you want Sourcewell 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.	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. 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). 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. 'A' Pricing (Available in AK, AZ, CA, CO, ID, MT, NV, NM, OR, UT, WA & WY) • 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 'B' Pricing (All other US states not eligible for 'A' Pricing; and all Canadian entities) • 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. '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.	*
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 Sourcewell 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 Sourcewell 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 Sourcewell 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 Sourcewell 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 Sourcewell. This process includes ensuring that Sourcewell 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 Sourcewell.	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 Sourcewell members for their contract sales during the current contract period.	*
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell 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 Sourcewell 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 Sourcewell 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.	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: • 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. 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. 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. 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. Additional details on GovDeals' service model and system are provided in the the uploaded documentation.
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	• 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	◉ Yes ○ 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	○ Yes ◉ 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	○ Yes ◉ 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	◉ Yes ○ No	GovDeals' online auction platform and service includes, at no additional cost: • 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: - 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. hey 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 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 Sourcewell 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 Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell 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 Sourcewell 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	☑	3
Addendum_8_Auction_Services_RFP_012821 Thu January 14 2021 08:57 AM	☑	1
Addendum_7_Auction_Services_RFP_012821 Fri January 8 2021 08:58 AM	☑	1
Addendum_6_Auction_Services_RFP_012821 Wed January 6 2021 04:22 PM	☑	1
Addendum_5_Auction_Services_RFP_012821 Wed January 6 2021 02:02 PM	☑	1
Addendum_4_Auction_Services_RFP_012821 Wed January 6 2021 02:01 PM	☑	1
Addendum_3_Auction_Services_RFP_012821 Tue January 5 2021 01:35 PM	☑	1
Addendum_2_Auction_Services_RFP_012821 Mon January 4 2021 04:23 PM	☑	1
Addendum_1_ Auction_Services_RFP_012821 Mon December 28 2020 11:21 AM	☑	2