## **Region 4 Education Service Center (ESC)**

**Contract # R190601** 

for

Auctioneer Services and Related Products with

GovDeals, Inc.

Effective: February 1, 2020

The following documents comprise the executed contract between the Region 4 Education Service Center and GovDeals, Inc., effective February 1, 2020:

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the RFP, incorporated by reference



# Auctioneer Services and Related Products

## Region 4 Education Service Center and OMNIA Partners

This proposal is offered in response to the following solicitation:

Request for Proposals #19-06 June 25, 2019

Point of Contact:

Alicia Andrews, Senior Proposal Writer

Office: 334-274-3846 Email: vendor@govdeals.com

Toll-Free: 1-800-613-0156 Ext. 4470

#### GovDeals, Inc.

Providing government-exclusive online auction services since 2001

www.GovDeals.com

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#### GovDeals, Inc.

Providing government-exclusive online auction services since 2001

100 Capitol Commerce Blvd., Suite 110, Montgomery, AL 36117 Roger Gravley, President rgravley@govdeals.com | 1-800-613-0156 Ext. 4460

Crystal Wallace, Business Operations Specialist Region 4 Education Service Center 7145 West Tidwell Rd. Houston, TX 77092 June 14, 2019

Reference: Request for Proposals for Auctioneer Services and Related Products

Dear Ms. Wallace & Evaluation Committee:

GovDeals, Inc., is pleased to have this opportunity to submit a proposal for Online Auction Services to Region 4 Education Service Center and OMNIA Partners. Having thoroughly read your RFP for Auctioneer Services and Related Products, we commend the ESC and OMNIA for understanding the most important aspects of choosing an auction service to dispose of government entities' out-of-service assets: proven experience and knowledge resulting in delivering quality service.

All too often, we see government agencies large and small that are all too eager to hand over the reins of their surplus liquidation programs to whichever vendor quotes the lowest fee. While evaluating fee structure is always an important element when choosing any service vendor, focusing on fee alone will likely result in contracting with a vendor that isn't willing to invest the time and effort into your surplus program to ensure successful operation and deliver the transparency required in government asset disposition.

More than 12,000 government agencies have found GovDeals to be the most efficient, effective way to dispose of surplus assets. In Texas, 546 public agencies have sold over 62,200 surplus assets on GovDeals.com for total sales exceeding \$88 million. This includes 16,000 vehicles and nearly 3,500 pieces of heavy equipment, as well as computers, furnishings, machinery, specialty equipment, etc.

After 18 years in the government-exclusive online auction business, the staff at GovDeals knows from experience that the vital elements of a thriving surplus disposition program include transparency, efficiency, and reliability. While a basic spreadsheet or invoice may be enough recordkeeping for private businesses selling a few assets here and there, governments such as Texas school districts require more thorough reporting that adds visibility throughout the auction cycle. In the management of your auction program, your team will at times need a simple way to see a list of the current bids for all assets you currently have at auction, or a real-time list of which winning bidders have paid and which have not paid. You may have a weekly, monthly, or quarterly need to export a detailed list of all assets sold. Your accounting department may have a reason to look back several months to find the date an asset was paid for. All of this data is easily accessible through the GovDeals platform – because we understand the requirements and inquiries that governments face.

Over a dozen real-time reports are built into the GovDeals seller portal, including the robust, customizable Sold Assets Report, which can detail 45+ data fields during any date range and can be exported to Microsoft Excel. The built-in perpetual audit trail makes accessing sales data a breeze. A government agency can easily pull up a report that shows which auctions have been paid for but not yet removed by the buyers, and if past the removal deadline, you can send a reminder from the same screen. You also have the capability and the right to cancel the sale and block the bidder immediately if desired. Details and examples of reporting capabilities are showcased on **Pages 32-40**.

We also understand that managing a school district's or other government agency's surplus asset disposal is probably not their top priority every day. Most of the 12,000 government entities with whom we've worked would likely say the same thing. Since government agencies have more pressing matters to

deal with each day, having a partner in GovDeals means that officials don't have to be experts at auction strategy to get the most money for their surplus assets. While our platform is designed for the efficiency of self-service, we assign 2 experienced staff members to serve each and every government agency client through on-site consultations, 24/7 on-call support by phone and email, hands-on training, and dedicated service.

GovDeals is committed to sharing our strategy knowledge with Region 4 and OMNIA Partners through very interactive and hands-on service. GovDeals will be a true partner with each selling agency to enable effective management of their surplus assets. A local Client Account Manager will be on-call 24/7, and our Accounting team, Marketing Department, and Client Services Help Desk stand ready to answer questions or provide solutions whenever an issue arises.

GovDeals' online auctions have proven successful for over 546 government agencies in Texas, including Round Rock ISD, City of Austin, Comal County, Lewisville ISD, City of El Paso, Nacoghoches, Galveston County, and El Paso ISD, among many others. As Vice President and General Manager of GovDeals, I know I speak for the entire GovDeals team when I express how much we value the opportunity to also potentially serve the members of Region 4 ESC and OMNIA Partners participants.

Your local GovDeals team is eager for an opportunity to provide the evaluation committee with an on-site demonstration of the GovDeals system. Our entire organization will work hard to exceed Region 4's expectations, and to be individually and collectively accountable for making this happen if we are awarded as your Auctioneer Services and Related Products provider.

Very respectfully submitted,

Steve Kranzusch, Vice President and General Manager

skranzusch@govdeals.com | Cell: 334-462-3962 | Office: 1-800-613-0156 Ext. 4455



#### Contract and T&C Acceptance Forms Tab 1

- Draft Contract and Offer and Contract Signature Form (Appendix A)
- Terms and Conditions Acceptance Form (Appendix B)



#### APPENDIX A

#### **DRAFT CONTRACT**

This Contract ("Contract") is made as of, 201X by and between	
("Contractor") and Region 4 Education Sel	rvice Cente
("Region 4 ESC") for the purchase ofproducts and services").	("th
RECITALS	
WHEREAS, Region 4 ESC issued Request for Proposals Number R for to which Contractor provided a response ("Proposal"); and	("RFP")

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the **public benefit ("Public Agencies")** may purchase products and services at prices indicated in the Contract upon the **Public Agency's** registration with OMNIA Partners.

- 1) Term of agreement. The Contract is for a period of three (3) years. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' notice to Region 4 ESC.
- 2) <u>Scope</u>: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.
- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).
- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
  - i. This Contract
  - ii. Offeror's Best and Final Offer

- iii. Offeror's proposal
- iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) <u>Entire Agreement (Parol evidence)</u>. The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) <u>Assignment of Contract</u>. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) <u>Contract Alterations</u>. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

#### 11) TERMINATION OF CONTRACT

- a) <u>Cancellation for Non-Performance or Contractor Deficiency</u>. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
  - i. Providing material that does not meet the specifications of the Contract;
  - ii. Providing work or material was not awarded under the Contract;
  - iii. Failing to adequately perform the services set forth in the scope of work and specifications;
  - iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
  - v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
  - vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) <u>Delivery/Service Failures</u>. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
  - The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.
- e) <u>Standard Cancellation</u>. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.
- 12) <u>Licenses</u>. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

- 13) <u>Survival Clause</u>. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) <u>Delivery</u>. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) <u>Inspection & Acceptance</u>. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) <u>Payments</u>. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

- 19) <u>Discontinued Products</u>. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 23) <u>Site Cleanup</u>. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) <u>Site Preparation.</u> Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 26) <u>Safety measures.</u> Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 27) <u>Smoking</u>. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) <u>Funding Out Clause</u>. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 32) <u>Certificates of Insurance</u>. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 33) <u>Legal Obligations</u>. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

#### OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name	GovDeals, Inc.	
Address	100 Capitol Commerce Blvd., Ste. 110	
City/State/Zip	Montgomery, AL 36117	
Telephone No.	334-274-3846	
Email Address	vendor@govdeals.com	
Printed Name	Steve Kranzusch	
Title	Vice President and General Manager	
Authorized signature	Stikal	
Accepted by Region 4 ESC:		
Contract No. <u>R 190601</u>	_	
Initial Contract Term Febru	ary 1,2020 to January 31,2023	
Faye B. Bryant	8/27/19	
Region 4 ESC Authorized Boa	ard Member Date	
Faxe B. Bryant		
Print Name		
Carmen J. M.	8/27/19	
Region 4 ESC Authorized Board Member Date		
Curmen T. Moi	reno	
Print Name		

#### Appendix B

#### **TERMS & CONDITIONS ACCEPTANCE FORM**

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

#### Check one of the following responses:

Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.
(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.)

Section/Page Term, Condition, or Exception/Proposed Modification		Accontact	
ago	Specification	Exception/Fioposed Modification	Accepted
	Specification		(For Region 4
D 22	11C 11	A ( ) D 1 i i i i i i i i i i i i i i i i i i	ESC's use)
Page 32,	"Suppliers are required to	As GovDeals is a service provider, we respectfully	
Exhibit A.	pay an administrative fee of	propose an admin fee of 2% of revenue.	
Item 1.2	10% of the greater of the		
	Contract Sales under the		
	Master Agreement and		
	Guaranteed Contract Sales		
	under this Request for		
·	Proposal."		
Page 34,	"(2) the Master Agreement	Although we are unable to commit to endorsing an	
Exhibit A.	is Supplier's primary "go to	OMNIA award as our primary contracting tool, it	
Item 2.1	market" strategy for Public	will be promoted with our other two principal	
	Agencies,"	awards. Our extensive cooperative award	
		experience and knowledgeable teams are already	
		in place throughout the U.S. and Canada to enable	
		GovDeals to immediately leverage this award	
		J Total Garage	

#### Tab 2

## **Products/Pricing**

Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable.

#### **Auction Fee**

Indicate the fee or fees to be charged for use of the web-based online auction system. Provide a complete fee schedule for this service. At a minimum, address each of the following items listed below. Proposers should clearly spell out and itemize or delineate all fees, fee structures, discounts and rebate structures, additional costs and/or add-ons, what party is responsible for paying credit card fees, if any, etc.

GovDeals proposes a success-based fee structure, charged only on successful auctions – with 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 Region 4 or OMNIA Participants for any marketing efforts, training, software upgrades, or on-site consultation and support. There are no charges for credit card fees.

GovDeals' fee, calculated in percentage of each auction's winning bid, may be shared between the selling agency and winning bidders, or may be paid entirely withheld from the selling agency's auction proceeds or wholly incurred by buyers. The most popular option is to pass the entire fee as a buyer's premium (Options A1 or B1).

Each selling agency may choose to utilize GovDeals' system and service with our payment collection and remittance services included (**Option A**), or may elect to collect its own payments (**Option B**). Examples of available fee structures are provided below, illustrating how this fee may be divided under each option.

### Option A: Online auction services with payment collection

Fee: 12.5%

GovDeals collects auction payments online from winning bidders Proceeds remitted to selling agency weekly GovDeals shoulders liability for any fraudulent payments and chargebacks

#### Example A1: No Fee to Agency; 12.5% fee to buyer

Winning bid:\$	1,000
Buyer's Premium\$	125
Buyer pays online\$	1,125
GovDeals withholds\$	125

Net Results to Agency....... \$ 1,000 100% of proceeds to Agency

#### Example A2: No Buyer's Premium; 12.5% fee to Agency

Winning bid\$	1,000
Buyer's Premium\$	0
Buyer pays online\$	1,000



	Net Results to Agency \$	875	87.5% of proceeds to Agency
Example A3:	Shared Fee – 7.5% fee to Age		% fee to buyer
	Winning bid\$	1,000	
	Buyer's Premium\$	50	
	Buyer pays online\$		
	GovDeals withholds\$		
	Net results to Agency \$	925	92.5% of proceeds to Agency

#### Example A4: Shared Fee – 5% fee to Agency; 7.5% fee to buyer

GovDeals withholds....\$

Winning bid\$	1,000
Buyer's Premium\$	75
Buyer pays online\$	1,075
GovDeals withholds\$	125

Net results to Agency....... \$ 950 95% of proceeds to Agency

## Option B: Online auction services without payment collection

Fee: 7.5%

Selling Agency collects auction payments GovDeals invoices Agency monthly for fee amount (net 30 days) Agency will be liable for fraudulent payments and chargebacks that may occur

#### Example B1: No Fee to Agency; 7.5% fee to buyer

Winning bid\$	1,000
Buyer's Premium\$	
Buyer pays Agency\$	
Agency invoiced for\$	

Net results to Agency....... \$ 1,000 100% of proceeds to Agency

#### Example B2: No Buyer's Premium; 7.5% fee to Agency

Madanas III. A second	005	00 50
Agency invoiced for	\$ 75	
Buyer pays Agency	\$ 1,000	
Buyer's Premium	\$ 0	
Winning bid	\$ 1,000	

Net results to Agency....... \$ 925 92.5% of proceeds to Agency

#### Annual Volume Discount Program (AVDP)

Region 4 and OMNIA Participants may qualify for the Annual Volume Discount Program. When eligible aggregate sales under the contract surpass \$1 million in a 12-month period, all qualifying clients may be eligible for a rebate based on the proportion of sales. When the contract surpasses \$1 million in auction sales within a 12-month period, each selling agency will receive a 0.250% rebate of their agency's sales. The rebate percentage tops out at 1.250% of sales when the contract's annual sales exceed \$5 million. (See **Page 18** for more details.)



- Is a fee charged if the auction is not successful (items are not sold)?
- Is the auction fee a percentage of sale price or flat fee?
   Percentage of sale price.
- Is there a minimum auction fee?

There is a \$5.00 minimum fee for all successful auctions. This fee is waived if entire fee is paid in the form of a buyer's premium.

 Is the auction fee the same for all auctions or a scaled fee based upon size of auction or sale price?

The percentage fee is the same for all auctions up to \$100,000. For items selling for more than \$100,000, the fee becomes tiered for the sale amount that exceeds \$100,000. For example, the fee decreases by 2 percentage points for the sale amount between \$100,000 and \$500,000; and lowers another 2 percentage points for the sale amount between \$500,000 and \$1,000,000; and finally lowers an additional 1 percentage point for the sale amount over \$1,000,000.

Is the auction fee deducted from or added to the sale price?

Each selling agency may choose whether to deduct the fee from or add it to the sale price, or a combination of the two. Most of our clients choose to have the fee added to the sale price, to be paid for by winning bidders in the form of a buyer's premium.

 Provide fees for involved marketing of the auction sale, including real estate (residential, commercial and industrial lots), commercial equipment and vehicles.

The selling agencies will not be charged a fee for any marketing efforts provided by GovDeals. We expend significant effort and funding to maximize competitive bidding for our clients' assets, since competition for surplus assets is directly tied to the revenue the selling governments obtain for these assets. Last year, GovDeals placed more than 42,000 online and print ads for our clients' assets at no additional charge.

Provide any other information applicable to the auction fee.

Region 4 and OMNIA Participants may qualify for GovDeals' Annual Volume Discount Program. When eligible aggregate sales under the contract surpass \$1 million in a 12-month period, all qualifying clients may be eligible for a rebate based on the proportion of sales. When the contract surpasses \$1 million in auction sales within a 12-month period, each selling agency will receive a 0.250% rebate of their agency's sales. The rebate percentage tops out at 1.250% of sales when the contract's annual sales exceed \$5 million.



#### <u>Auctioneer Services and Related Products</u>

#### **Implementation and Training**

Indicate the fee or fees to be charged for use of the web-based online auction system. Provide a complete fee schedule for this service. At a minimum, address each of the following items:

- Describe the types of costs, if any, applicable to implementation of the web-based auction program for a contracting member.
- Describe and provide the costs, if any, applicable to providing training for a contracting member.
- Types of costs may include implementation fee, training fee, customization fee, travel, per diem, materials, etc.
- Provide other information applicable to implementation and training fees.

There will be no fees for implementation and training, whether at contract start or on demand throughout the contract, such as to train new hires or provide refresher training.

#### **Technical Support**

- Describe and provide fees for technical support services, if any.
- Provide any other information applicable to technical support fees.

There will be no fees for technical support. A local Client Account Manager will be on-call 24/7, and our Accounting team, Marketing Department, and Client Services Help Desk stand ready to answer questions or provide solutions whenever an issue arises. We also provide a Bidder Services Help Desk to assist prospective buyers at no cost to sellers or buyers.

#### System Upgrade & Maintenance

- Describe and provide fees system upgrade and maintenance, if any.
- Provide any other information applicable to system upgrade and maintenance fees.

All enhancements, maintenance, and upgrades to the GovDeals online auction system will be provided at no additional cost. GovDeals will provide all software and hardware to maintain and upgrade the auction system as needed. GovDeals performs scheduled system releases on a monthly basis, typically the last Thursday of the month. The releases begin at 4 a.m. CT and normally take an hour or less. Major upgrades to the application or infrastructure are performed, on average, twice a year depending on current requirements, backlog, and infrastructure needs. No hardware or software will need to be installed on Region 4's or OMNIA Participants' computers.

#### **Other Costs**

Describe and provide any other fees or costs applicable to the contract. Provide a complete fee schedule for this service. At a minimum, address each of the following items:

- Sales Tax
  - o Indicate how sales tax/use tax would be tracked and paid.

Sales tax can be added at Region 4 and each OMNIA Participant's discretion. If payment collection (FSS) is elected, GovDeals will collect sales tax and will remit these funds to the selling agency along with its auction proceeds. Along with this remittance, GovDeals

will provide real-time accounting reports detailing sales tax amounts for each individual auction and overall monthly/yearly data.

 Identify what jurisdiction(s) would be the recipient of sales tax revenue.

Sales tax jurisdiction will be determined by each selling agency.

#### **Revenue Share**

- Discuss possible revenue share arrangements.
- Offerors should state proposed percentages, how revenue share will be calculated and how and when they will be paid.

Region 4 and OMNIA Participants may qualify for GovDeals' Annual Volume Discount Program. When eligible aggregate sales under the contract surpass \$1 million in a 12-month period, all qualifying clients may be eligible for a rebate based on the proportion of sales. When the contract surpasses \$1 million in auction sales within a 12-month period, each selling agency will receive a 0.250% rebate of their agency's sales. The rebate percentage tops out at 1.250% of sales when the contract's annual sales exceed \$5 million.

Annual Volume Discount Schedule		
A n n u a l Gross Sales Net of Credits	Annual Payment % is applied to eligible volume	
\$ 0	0.000%	
\$1,000,000	0.250%	
\$1,499,999	0.250%	
\$1,500,000	0.375%	
\$1,999,999	0.375%	
\$2,000,000	0.500%	
\$2,499,999	0.500%	
\$2,500,000	0.625%	
\$2,999,999	0.625%	
\$3,000,000	0.750%	
\$3,499,999	0.750%	
\$3,500,000	0.875%	
\$3,999,999	0.875%	
\$4,000,000	1.000%	
\$4,999,999	1.000%	
\$5,000,000	*1.250%	
\$5,499,999	*1.250%	
\$5,500,000	*1.250%	
\$5,999,999	*1.250%	
*Annual Discount is capped at 1.2509 Eligible Sales Volume is not capped		

Eligible Sales Volume is not capped.

- Is a fee charged for a Member to register on the system?
  - No, there are no fees charged to become a GovDeals seller.
- Is a fee charged for a potential bidder to register on the system? No, bidder registration is free.
- Discuss how fees are collected from agency pay and a Buyer pay perspective

If an Agency elects the FSS program in which GovDeals collects payments from winning bidders and remits proceeds to the Agency the week following pickup, the Agency has the following options:

- Agency Pay: Payment can be either deducted from proceeds (most common), or Agency can choose to be invoiced for total fee amount with terms of net 30 days.
- Buyer Pay: Buyer will pay their winning bid plus fee amount; GovDeals will withhold the fee amount and will remit 100% of winning bid to Agency.

If an Agency elects to collect their own payments (not utilizing GovDeals' FSS program), the Agency will be invoiced for the total fee amount with terms of net 30 days.

Describe options available for collecting payment from bidders (e.g. agency collect, Contractor collect, etc.)

Each Agency may choose to utilize GovDeals' system with our payment collection and remittance services included (Financial Settlement Services, or FSS), or may elect to collect its own proceeds (non-FSS).

Most sellers elect to utilize FSS, which lessens Agency duties and eliminates liability. Under FSS, GovDeals will collect payment from winning bidders in the form of credit card, PayPal, or wire transfer, and proceeds will be remitted to the Selling Agency each week. Vitally, GovDeals will shoulder liability for any fraudulent payments and chargebacks.



#### Tab 3

## **Performance Capability**

a. Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.

Supplier response provided in Tab 7.

b. The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.

GovDeals agrees to sign the OMNIA Partners Administration Agreement aside from the exceptions taken on Appendix B, Terms and Conditions Acceptance Form.

c. Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.

Completed Exhibits F and G are provided in Tab 7.

d. Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and inquiries. Include a response to the following:

Link: www.govdeals.com

• Describe the process for creating and conducting an auction.

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



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



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



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



The auction(s) will be open for bidding for 7-10 days, in most cases. While the auction is live, the Agency can monitor progress of its auctions at www.GovDeals.com. The Agency should

answer any bidder questions that may be posted via the GovDeals Q&A system. The Agency's Client Account Manager will also monitor auctions for quality assurance.



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



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



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



[If the Agency elects GovDeals to collect payments from winning bidders] When the Agency marks the asset "Picked Up" in the GovDeals system, GovDeals will remit payment for the asset. Assets marked "Picked Up" by Friday will be included in the next week's payment cycle. GovDeals will withhold the agreed-upon fee and will electronically (or by paper check if preferred) remit the balance to the Agency.



[If the Agency elects GovDeals to collect payments from winning bidders] GovDeals accepts responsibility for chargebacks and fraud that may occur, so the Agency will not be liable for any payment disputes. GovDeals may request a copy of the signed Bill of Sale from the Agency in the case of a payment dispute after an asset has been removed by the buyer.





#### Describe the steps for a member to begin using the web-based auction system.

- At time of account creation, GovDeals' Client Account Manager and Regional Rep will immediately meet with the Agency to discuss particulars for account establishment
- After the Agency's account is set up, training will be held at a time and place agreed upon by the Agency. The Agency's personnel will be thoroughly trained through the full auction cycle, including an overview of the bidder-facing website and the seller-facing auction creation platform. Training will be held within the Agency's live GovDeals account to provide your team with hands-on experience interacting with the system.
- New user training can be completed in about an hour and includes an overview of the GovDeals system from the seller's and the buyer's perspective. The Agency's users will be shown how to access real-time, interactive, exportable reporting tools, how to load and manage auctions, and how to harness GovDeals' industry knowledge and marketing strategies to obtain the highest possible return on each of the Agency's surplus assets. Training will be held within the Agency's live account to provide your team with hands-on experience interacting with the system.
- During training, the Agency's first auctions may be posted. During the 7-10 days these auctions are live, GovDeals' Client Account Manager will communicate with the Agency's team regularly to keep track of how the auctions are performing, answering questions the Agency may have, and guiding the team through the auction cycle, including auction close and property removal.
- The Agency's Client Account Manager will be available for on-site and web-based support and training at no additional cost. Your Client Account Manager will visit periodically to promote best practices and provide training for new employees or existing users. GovDeals' representatives will meet with the Agency's management upon request to review GovDeals' performance.
- Describe the capabilities and functionality of Offeror's web-based online auction system. Indicate how often upgrades are made to the system, including the testing processes used before implementation of an upgrade.

The GovDeals auction website is available 24 hours a day, 7 days a week, and 365 days a year. GovDeals strives to limit downtime as to have zero impact on our clients' auctions. GovDeals performs scheduled system releases on a monthly basis, typically the last Thursday of the month. The releases begin at 4 a.m. CT and normally take an hour or less. Major upgrades to the application or infrastructure are performed, on average, twice a year depending on current requirements, backlog, and infrastructure needs.

Since its launch, the GovDeals auction system has maintained system uptime of 99.99%, and extensive provisions are in place to prevent a service outage.

GovDeals is a fully redundant suite of applications that exists on the Microsoft Azure cloud infrastructure. Each application has multiple servers load balanced along with redundant database servers performing real-time replication. The model allows the sites to handle traffic to the pages as well as failover/disaster recovery.



In addition to redundant servers within the live application, these are also backed up within the cloud for simply recovery within minutes if needed. The database performs log shipping backups to a physical machine as well as a cloud copy of the server backed up daily, and a backup rotation via MSSQL with differentials is performed on a routine basis for recovery also.

GovDeals utilizes a third-party image caching service to increase productivity and page delivery times without constant server retrieves that could cost delivery time delays. GovDeals also has internal and external monitoring on all segments of the hardware to ensure the appropriate individuals/teams are notified immediately in the event of an issue. There are rules within the system to automatically remove troubled hardware as not to impact the site or users.

In the case of a database failure, the site would go offline for approximately 15 minutes to cutover to the backup, during which time decisions are being made about any possible data loss depending on the nature of the failure.

In the rare event of unscheduled downtime, GovDeals will ensure all client auctions are restored and procedure is followed through by the GovDeals system. GovDeals contacts affected clients within 1 hour of detection and works directly with the clients to resolve any issue that may arise from system downtime.

In addition, GovDeals' Bidder Services Help Desk receives all bidder calls, including regarding system availability or technical issues. If the influx of bidder calls causes the Bidder Services Help Desk phone lines to be busy, calls are automatically redirected to our Client Services Help Desk, which is trained to support bidders in these cases, as well. Therefore, in no instance should bidders be required to contact clients due to website disruptions, should such an event occur.

#### Describe the system's security capabilities and the privacy protection available to both sellers and buyers.

GovDeals provides security, antivirus, and firewalls to prevent hacking of any auction information from the servers. All traffic is encrypted via verified certificate authority (CA) certificate providing HTTP/S tunnels and guarding all customer data in transmission. Additionally, GovDeals is PCI-compliant and does not store buyers' payment information. GovDeals' system is designed to mask bidders' user IDs and/or email addresses from other bidders and sellers (see screenshot at right). This eliminates the risk of any bidder from learning the identity of another bidder.

All passwords and sensitive data are stored in a well-guarded, off-premises facility that is staffed 24 hours a day, 7 days a week, providing access to the datacenter only on a need-to-know basis. Access to the

Screenshot of Bid History Display
User IDs masked to protect privacy & security

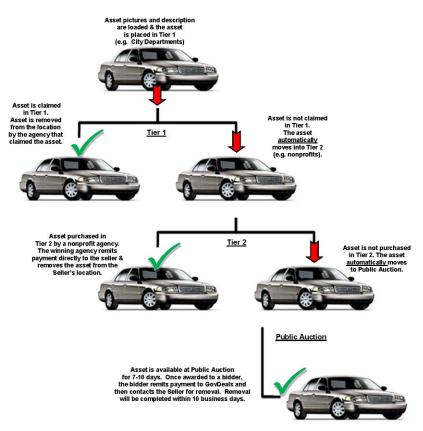
	D: 1	305 Number of Bids: 43	3
Userid		Bid Date/Time	Bid Amou
p****t		8/24/16 3:43:11 AM	\$9,975.
r******d		8/24/16 3:43:11 AM	\$9,950.
r******d	1	8/23/16 1:59:42 PM	\$9,725.
j******4	1	8/23/16 1:59:42 PM	\$9,700.
r******d	١	8/23/16 1:57:57 PM	\$9,575.
j*****4		8/23/16 1:57:57 PM	\$9,550.
r******d		8/23/16 12:39:00 PM	\$9,525.
l******e		8/23/16 12:39:00 PM	\$9,500.
r******d		8/23/16 12:32:20 PM	\$9,325.
s******m		8/23/16 12:32:20 PM	\$9,300.
s******m	7	8/23/16 12:31:48 PM	\$9,275.
r******d	/	8/23/16 12:31:48 PM	\$9,250.
s******m		8/23/16 12:21:51 PM	\$9,025.
r******d		8/23/16 12:21:51 PM	\$9,000.
s*******************m	T	8/23/16 11:16:07 AM	\$8,025.

datacenter is heavily regulated and requires biometric PIN and government-issued identification and is only granted to pre-approved individuals.



- Describe the tools and customizations available to the seller for creating auctions, including but not limited to, internal reallocation, dutch or split auctions, reserve prices, minimum bid requirements, bidder deposit requirements, ability to copy previous auctions, ability to repost previous auctions, etc.
  - Internal Reallocation: GovDeals' patented Tier Redistribution System allows the Agency to offer its surplus assets between departments, to area schools, to other government entities, or to nonprofit organizations before sending the assets to our regular public auction. Assets not claimed during the reallocation process may automatically be moved to public auction if desired. No fee is charged for our clients' use of our reallocation system.

## Example of GovDeals' Asset Reallocation Process (Tier Redistribution System)



No fee is assessed for items that are claimed/purchased within GovDeals' Reallocation Tiers. Fee and/or buyer's premium only applies to assets that are successfully auctioned to the public.

- Dutch Auctions: GovDeals does not host dutch auctions.
- Reserve Pricing: The Agency will have full control to determine reserve pricing; we recommend only using this feature when the Agency is required to get a certain amount for a particular asset. If desired, your Client Account Manager can give advice based on past successes with similar government-owned assets.



- Minimum Bid Requirements: The Agency will have full control to determine minimum bids. If desired, your Client Account Manager can give advice based on past successes with similar government-owned assets.
- Bidder Deposit: The Agency may require bidders to make a deposit for certain assets if desired. The Agency will have the authority to determine the bid deposit amount, and prospective buyers must make this deposit before placing a bid on the designated auctions. Once GovDeals receives the bidder's deposit, his/her account will be approved to bid on the asset. The winning bidder's deposit may be applied to the final amount due; unsuccessful bidders will have their deposit returned in full.
- Ability to Copy Previous Auctions: The Agency will have the ability to copy any
  previous auction to create a new auction. Your Client Account Manager can also create
  templates for asset types you auction frequently
- Ability to Repost Previous Auctions: The Agency will have the ability to easily repost previous auctions.
- Automated Auction Calculator: This unique, time-saving feature assists the Agency's staff members in automatically setting the starting price, bid increment, and auction start date and time, as well as the ending date, for each auction. If the Agency
  - doesn't agree with some of the automatically entered data, the employee may override any populated field. The Agency may also simply bypass the automated calculator and enter the data manually.
- Extension of Bid: This extends auctions by a few minutes when a bid is placed in the final minutes of an auction's end time.
   This feature is optional.

#### Anticipated Sale Price: 5000 Calculate Auction Add New Auction \*Tier: General Public Anticipated Sale Price: \$5,000.00 Would you like to auto extend this auction? Yes ▼ This asset requires electronic payment. Special Tax: \*Opening: 750 Cumulative Tax: \*Increment: 25 Asset Fees: Strike: 0 I agree to give this asset away at no cost. Set asset to Ready For Auction status. Add New Auction

**Automated Auction Calculator** 

- Question & Answer: The Q&A functionality within the Agency's GovDeals account
  will allow prospective bidders to submit questions via the auction page, allowing the
  Agency to answer either privately by email or publicly on the auction page for all
  bidders to view.
- Security Levels: Access to the GovDeals system can be tailored to the job duties of your employees. Your Client Account Manager will discuss ways to best utilize these 5 security levels to fit into the Agency's existing or desired processes. Security levels include the ability to require approval from a supervisor before auctions may go live, as well as a "view only" setting that is useful for accounting purposes.
- Second-Chance Offer: The Agency may offer an asset to the second-highest bidder with a single click if the highest bidder defaults on completing a sale. This feature is also useful if a reserve price is not met but the Agency wishes to offer the asset to the highest bidder.
- Departmental Billing: The Agency's remittance payment may be sent to individual selling departments or to a general fund. Even if sent to a general fund, data can easily



- be separated out for auditing purposes using a department code, and all reports are exportable to Excel.
- Bidder Restrictions: The Agency may limit the types of bidders who are allowed to
  place bids on certain assets, but these assets may still be viewed by the general public
  to maximize the marketing exposure of the auctions. Information on types of
  restrictions is available upon request.
- Describe the tools available to the bidder for participating in auctions, including but not limited to, email notifications, proxy bidding, identity protection, etc.

Since launching the GovDeals online auction service 18 years ago, our bidder database has grown to more than 750,000 people throughout the United States as well as foreign countries. We have incorporated an array of bidder-friendly features that keep our buyers returning to GovDeals again and again.

- Email Notifications: GovDeals' bidders may elect to receive email notifications when they have been outbid on an auction, as well as when an asset is posted matching the bidder's selected "favorites" (described below). Winning bidders will always receive automatic email notification of auction award (Buyer's Certificate).
- Auto Bid: The GovDeals system includes an optional proxy bidding feature, which
  allows the system to automatically bid on the bidder's behalf. The auto bid feature
  stops bidding anytime the bidder is the high bid, or until it reaches the maximum bid
  entered if bidding continues beyond the proxy bid amount.
- Identity Protection: GovDeals provides security, antivirus, and firewalls to prevent hacking of any auction information from the servers, and to prevent any bidder from learning the identity of another bidder. Also, GovDeals is PCI-compliant and does not store buyers' payment information.
- Favorites: GovDeals' "favorites" feature allows bidders to be notified by email when new items from any selected category or search criteria are sent to auction. Examples of favorites could include heavy equipment auctioned in Texas; Ford trucks within 50 miles of Houston; or all assets auctioned by Galveston ISD.
- Bidder Support: GovDeals provides bidder support from a dedicated service center staffed by 8 experienced GovDeals employees. Bidder support is available by live chat, email, and toll-free phone, as well as Frequently Asked Questions (FAQ) available on GovDeals.com. The Bidder Services Help Desk is staffed with 8 full-time employees who are dedicated solely to bidder support. The Bidder Services Help Desk receives more than 200 calls, emails, and live chats daily, and this team has a stellar 97% first-call resolution rate. The Bidder Services team endeavors to respond to bidder inquiries immediately, or as quickly as possible (in no more than one business day for non-urgent matters). The Bidder Services Help Desk has employees who are fluent in Spanish, and we have a language service available if we need assistance communicating with a prospective bidder who does not speak English or Spanish.

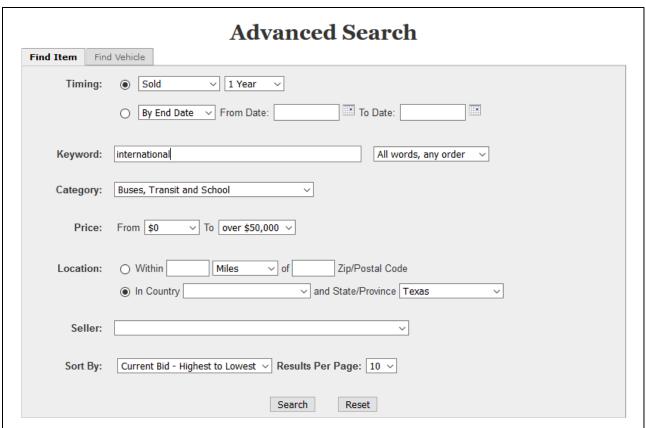


 Provide website information to include administrative access to the site. Include instructions and screen shots for navigating the various site tools.

The Evaluation Committee may browse GovDeals' website without need to login or gain access. This includes the ability to review all completed public auctions from the past 12 months.

To view all assets sold on the GovDeals website during the past 12 months:

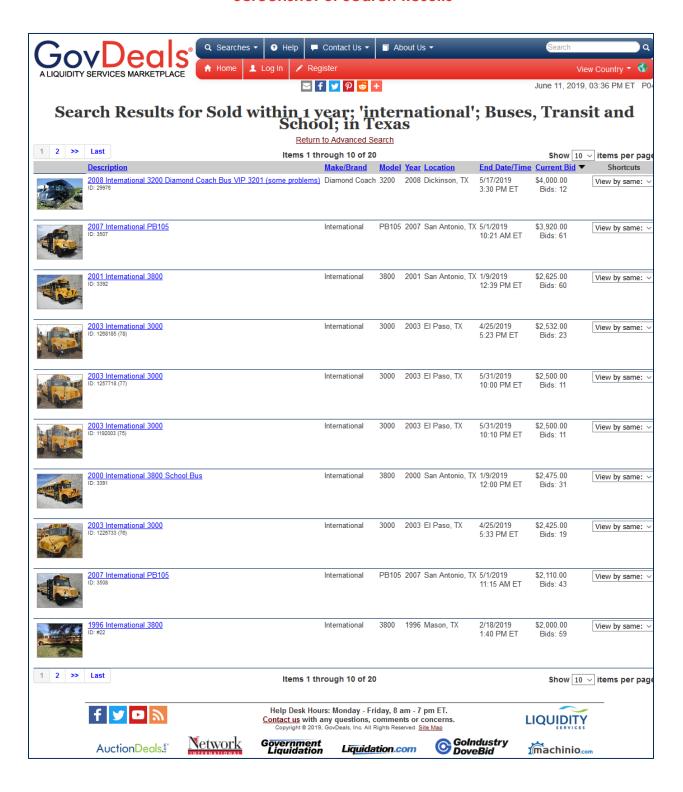
- Visit <u>www.GovDeals.com</u>
- 2. Click on the "Advanced Search" menu button. (See screenshot below.)
- 3. Under "Timing," select "Sold," then in the dropdown menu to the right, select the time period desired ranging from 14 days to 1 year. Alternatively, you may select a specific date range.
- 4. Enter keywords, or search by state, seller, category, zip code, etc., and click "Search." If all of these advanced search fields are left blank, clicking the "Search" button will show all completed auctions within the date range selected.
- 5. The search results will be displayed, including the number of auctions found meeting the search criteria.



Results from this search are provided in the screenshot on the following page.



#### Screenshot of Search Results

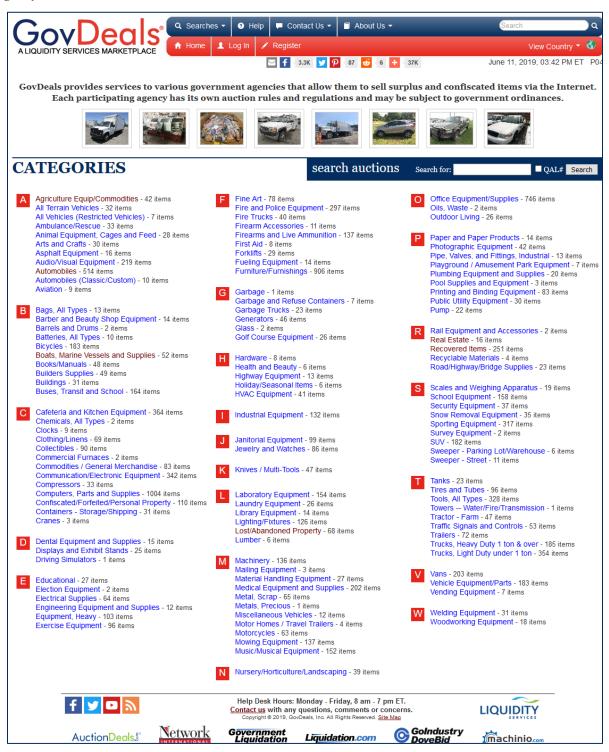




#### Screenshot of GovDeals Home Page

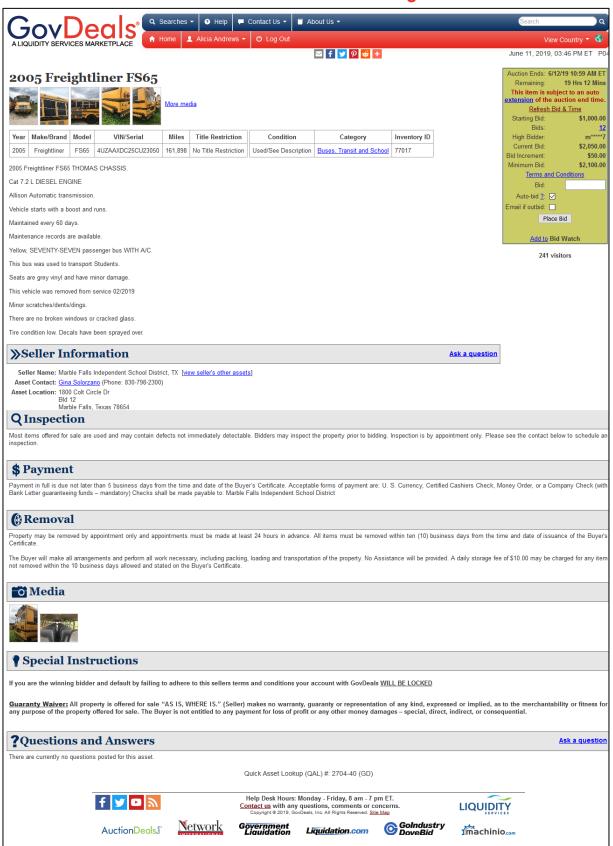
Users can click on any category link to see current auctions in that category. In order to minimize confusion, categories without any current listings are automatically removed from the home page to prevent needless clicking on empty categories.

The GovDeals team is eager to provide a demonstration of our website, including back-end system, at the Agency's convenience.





#### Screenshot of an Auction Page





 Indicate how long auction records are maintained for download by the seller. All activities and transactions processed through the web-based auction system must be fully auditable for a period of five (5) years after the transaction.

GovDeals will provide Region 4 and each OMNIA Participant with an array of real-time sales reports that will be available throughout the auction process and in perpetuity. These reports will never expire or be otherwise removed from within each Agency's GovDeals account.

 Describe Offeror's system of technical support. What are the hours and days technical support is available? Do you provide upgrade packages? Distinguish between seller and buyer support

#### Commitment to Personal Service to each Agency

Properly managing the sale of government assets and ensuring maximum ROI requires a great deal of knowledge and expertise. At GovDeals, we understand that managing surplus asset disposal is probably not your top priority every day. Most of the 12,000 government entities with whom we've worked would likely say the same thing. Since you have more pressing matters to deal with each day, having a partner in GovDeals means that you don't have to be an expert at auction strategy to yield the highest prices for your surplus assets.

GovDeals will provide easily accessible, highly responsive training, customer service, and technical support to each Agency, including 24/7 on-call support by phone and email, as well as scheduled on-site support. Each Agency will be given direct phone numbers and email addresses for each person on the account team. This team is comprised of the following:

- An experienced Client Account Manager who will be the Agency's primary point of
  contact for training, technical questions, advice, assistance loading auctions, etc.,
  throughout the duration of the business relationship. Your 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 needed.
- A customer support help desk team to provide additional service and support. GovDeals' Client Help Desk is staffed by fully trained Client Service Representatives who are available for technical support, questions, and training. The Client Help Desk is available by toll-free phone, live chat, and email Monday through Friday, 7 a.m. to 6 p.m. CT.
- A sales/account/contract representative to verify that the service provided by GovDeals meets each Agency's specific needs and requirements and to ensure contract compliance. This representative is easily accessible by cell phone and email. He is available to meet with each Agency on a regularly scheduled or as-needed basis.
- A marketing support team to promote each Agency's high-value assets to targeted bidders to maximize competition and return on investment.
- A bidder help desk team to ensure bidders comply with the terms and conditions of each Agency's auctions.
- An accounting team to ensure bidder payments are properly recorded and seller proceeds are properly remitted to each Agency.



#### **Customer Support to Bidders**

GovDeals provides bidder support from a dedicated service center staffed by 8 experienced GovDeals employees. The Bidder Services Help Desk intakes more than 200 calls, emails, and live chats daily, and this team has a stellar 97% first-call resolution rate. The Bidder Services Help Desk has employees who are fluent in Spanish, and we have a language service available if we need assistance communicating with a prospective bidder who does not speak English or Spanish.

#### **Upgrade Packages**

In certain situations GovDeals may be positioned to provide scheduled on-site service appointments to help Agencies take photographs and create auction listings. Region 4 and OMNIA Participants are encouraged to contact their Client Account Manager or Regional Representative to discuss potential upgraded service.

#### What is the typical methodology for requesting customization and typical time frame for responding to such a request?

Many elements of the GovDeals platform – including auction templates and sales reports – can be easily customized for an Agency's specific needs. We recommend discussing possible customizations with your Client Account Manager to determine if the feature is already available.

At GovDeals, we highly value input and feedback from our client sellers. Much of what we have learned over the years has come from direct interactions with our various points of contact within the government entities we serve and, because we do our best to listen, we are a much better company after 18 years of hard-earned growth and commitment to selling government surplus online. We strive to solve any client problems immediately if possible, and customizations can be provided in a few days to a few months, depending on the depth of the changes requested.

#### e. Describe how Offeror responds to emergency orders.

In our industry, the most common urgent requests occur when an Agency encounters a large amount of vehicles or equipment that must be liquidated quickly. In most circumstances, GovDeals is positioned to be able to provide on-site assistance to help take photographs and create auction listings, ensuring the urgent need can be resolved within 2-4 weeks.

#### f. Describe Reporting:

 Describe the reporting capabilities available to the seller. Provide sample copies of a transaction log and admin fee payment reconciliation report.

#### Detailed Reporting to Ensure Compliance with Each Agency's Surplus Policy

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

Through GovDeals' robust online platform, your procurement department and end users will have full transparency through secure auditable reporting of surplus sale items, the number of bids received, date



and time of each bid, and the names of winning bidders, as well as cumulative data in any date range chosen. These real-time reports will provide purchasing officials with peace of mind that their processes are indeed compliant with their surplus disposition policies. Additionally, the most recent 12 months of GovDeals' online auction results may be viewed by anyone searching at GovDeals.com, providing transparency to the general public.

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

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

#### Sample Reports

#### **Invoicing Report**

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

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

GoyDeals* A Liquidity Services Marketplace	Taylord, 17 (Bibl. 700)			Agency Contact: ( Invoice #: [ Invoice Date: 1/1/2017-1/31/2017 Due Date: 3/2/2017		
Asset Description	Inventory ID	Date Sold	Sold \$ Fee %	Fee \$ Certificate ID	Credit Date	Credit \$
Street Broom-Pull Behind / Used / DS16-0251-1	DS16-0251-15 / WKCC /	11/14/16	\$27.00 0	\$0.00* 199-1114161930-6897	Credit	Reversal
Hunter Wheel Balance Machine / Used / DS17-00	DS17-0088-1 / Bullitt	1/16/17	\$152.00 MIN	\$0.00* 215-0116171930-6897		
2006 EX GO Golf Cart / Usable / Unit 15 / DS1	Unit 15 / DS17-0085-1	1/16/17	\$2,130.00 MIN	\$0.00* 217-0116171954-6897		
Cushman 5th Wheel Top Dresser / Used But Read	DS16-0259-2/ Top Dre	1/19/17	\$750.00 MIN	\$0.00* 214-0119172000-6897		
2004 EZ GO Golf Cart / Usable / Unit 5 / DS17	DS17-0085-2/ Unit 5	1/23/17	\$1,527.00 MIN	\$0.00* 218-0123171939-6897		
Snap-On Tire Changer / Used / Works / DS17-00	DS17-0088-2/ Tire Ch	1/23/17	\$877.00 MIN	\$0.00* 216-0123172000-6897		
2004 EZ GO Golf Cart / Usable / Good / DS17-0	DS17-0085-5 / Unit 38	1/30/17	\$2,070.00 MIN	\$0.00* 219-0130171954-6897		
			\$7,506.00	\$0.00		\$0.00
No money is due; this statement is for you if you have any problems or questions, pl. Thank you!  * denotes fee was withheld by GovDeals			nth they are entered in	Prior Sale Curre	otal Fees: \$0. es Credits: \$0. ht Credits: \$0. Withheld: \$0.	00 00

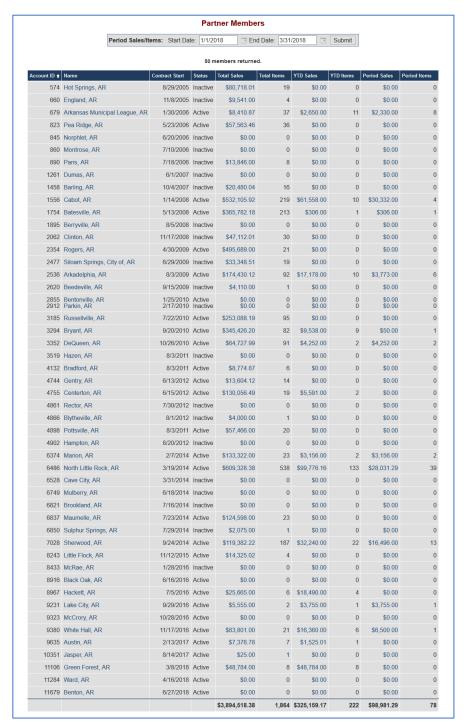


#### Auctioneer Services and Related Products

#### Partner Report (Admin Fee Reconciliation Report)

GovDeals' Partner Report tracks and reports sales. This report will be available in Region 4/OMNIA's administrative account for auditing and management purposes. Detailed on the Partner Report are each applicable account's contract start date, status, total sales, total assets sold, year-to-date sales and number of assets sold, and period sales and number of assets sold. Also displayed are totals for each sales category (total/YTD/period). This report may be run for any designated date range.

Each account name is linked to provide account POC and sales information. Each sales figure in the main partner report, when clicked, will take the auditor to a detailed breakdown of the account's sales data, including auction description (linked to the auction listing), category, starting bid, sold amount, number of bids, end date and time, number of hits, and number of visitors. This report may be run for any designated date range, and it includes the total sales amount and starting bid sums for the period selected.





### **Sold Assets Report (Transaction Log)**

Ad hoc reporting options and example report shown

Our clients' most-utilized tool, the Sold Assets Report provides detailed data of all assets sold within any selected date range. With the ability to export to Microsoft Excel with a single click, this report can be

easily imported into the seller's other recordkeeping systems, merged with additional inventory data, or filtered by department, category, etc.

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

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



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



#### Bill of Sale

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

The Bill of Sale contains a disclaimer: "Asset is sold as is, where is, and without warranty. Once the asset is removed from



the seller's premises, there is no refund of monies previously paid." This language may be customized. The Agency is encouraged to obtain a Bill of Sale for every item picked up in order to retain a document the buyer has signed agreeing that no money will be refunded. The signed Bill of Sale may be uploaded to the completed auction.

# **Current Bid Report**

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

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





### Paid For/Picked Up Reports

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

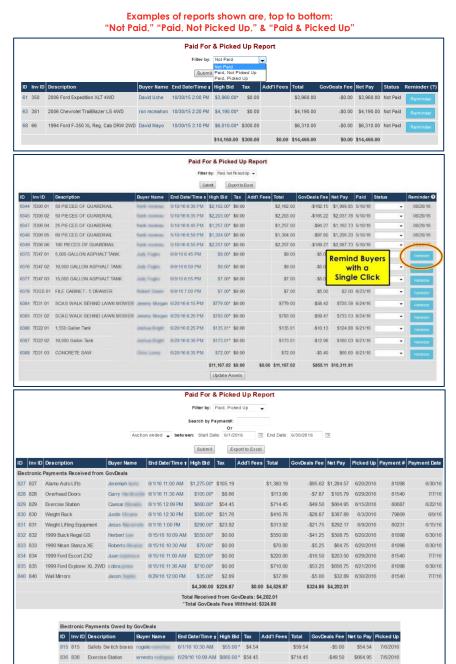
This three-part "PPU Report" provides real-time status lists of items that have not been paid for; those that have been paid for but have not yet been picked up; and those that have been paid for and have been picked up.

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

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

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

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



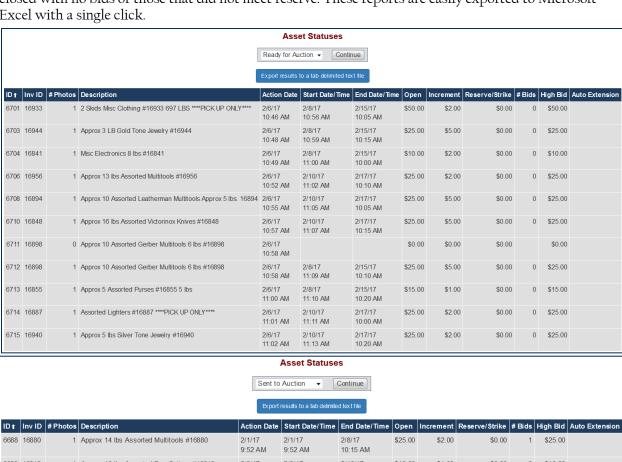
836 836 Exercise Station ernesto 1 g 6/29/16 10:09 AM \$660.00 \* \$54.45

\$715.00 \$58.99 \$0.00 \$773.99 \$54.50 \$719.49



### **Status Report**

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



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



# **Buyer's and Seller's Certificates**

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

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

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

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

### **Payment Confirmation**

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

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

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

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

The following assets are ready for pickup:

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

Additional Fees: \$0.00 Subtotal: \$2,931.25 Total: \$2,931.25





 Offeror shall provide contracting member agency a reconciliation report with each admin fee payment to substantiate the amount of the payment.

GovDeals' Partner Report tracks and reports sales. This report will be available in Region 4/OMNIA's administrative account for auditing and management purposes. Detailed on the Partner Report are each applicable account's contract start date, status, total sales, total assets sold, year-to-date sales and number of assets sold, and period sales and number of assets sold. Also displayed are totals for each sales category (total/YTD/period). This report may be run for any designated date

range.

Each account name is linked to provide account POC and sales information. Each sales figure in the main partner report, when clicked, will take the auditor to a detailed breakdown of the account's sales data, including auction description (linked to the auction listing), category, starting bid, sold amount, number of bids, end date and time, number of hits. and number of visitors. This report may be run for any designated date range, and it includes the total sales amount and starting bid sums for the period selected.

	Period Sales/It	ems: Start Dat	ie: 1/1/20	018 End D	ate: 3/31/	2018	Submit		
			50 m	nembers returned.					
ount ID 🛊	Name	Contract Start	Status		tal Items	YTD Sales	YTD Items	Period Sales Pe	riod Items
	Hot Springs, AR	8/29/2005		\$80,718.01	19	\$0.00	0	\$0.00	Trod Roma
		11/8/2005	Inactive	\$9,541.00	4	\$0.00	0	\$0.00	
679	Arkansas Municipal League, AR	1/30/2006	Active	\$8,410.87	37	\$2,650.00	11	\$2,330.00	
823	Pea Ridge, AR	5/23/2006		\$57,563.46	36	\$0.00	0	\$0.00	
	Norphlet, AR	6/20/2006		\$0.00	0	\$0.00	0	\$0.00	
860	Montrose, AR	7/10/2006		\$0.00	0	\$0.00	0	\$0.00	
		7/18/2006		\$13,846.00	8	\$0.00	0	\$0.00	
1261	Dumas, AR	6/1/2007	Inactive	\$0.00	0	\$0.00	0	\$0.00	
	Barling, AR	10/4/2007		\$20,480.04	16	\$0.00	0	\$0.00	
	Cabot, AR	1/14/2008		\$532,105.92	219	\$61,558.00	10	\$30,332.00	
	Batesville, AR	5/13/2008		\$365,782.18	213	\$306.00	1	\$306.00	
	Berryville, AR	8/5/2008		\$0.00	0	\$0.00	0	\$0.00	
2062	Clinton, AR	11/17/2008		\$47,112.01	30	\$0.00	0	\$0.00	
	Rogers, AR	4/30/2009		\$495,689.00	21	\$0.00	0	\$0.00	
2477	Siloam Springs, City of, AR	6/29/2009		\$33,348.51	19	\$0.00	0	\$0.00	
2536	Arkadelphia, AR	8/3/2009		\$174,430.12	92	\$17,178.00	10	\$3,773.00	
2620		9/15/2009		\$4,110.00	1	\$0.00	0	\$0.00	
2855 2912	Bentonville, AR Parkin, AR	1/25/2010 2/17/2010		\$0.00 \$0.00	0	\$0.00 \$0.00	0	\$0.00 \$0.00	
3185	Russellville, AR	7/22/2010	Active	\$253,088.19	95	\$0.00	0	\$0.00	
3294	Bryant, AR	9/20/2010	Active	\$345,426.20	82	\$9,538.00	9	\$50.00	
3352	DeQueen, AR	10/26/2010	Active	\$64,727.99	91	\$4,252.00	2	\$4,252.00	
	Hazen, AR	8/3/2011		\$0.00	0	\$0.00	0	\$0.00	
	Bradford, AR	8/3/2011	Active	\$8,774.87	6	\$0.00	0	\$0.00	
4744		6/13/2012		\$13,604.12	14	\$0.00	0	\$0.00	
	Centerton, AR	6/15/2012		\$130,056.49	19	\$5,591.00	2	\$0.00	
	Rector, AR	7/30/2012		\$0.00	0	\$0.00	0	\$0.00	
		8/1/2012		\$4,000.00	1	\$0.00	0	\$0.00	
4898	Pottsville, AR	8/3/2011		\$57,466.00	20	\$0.00	0	\$0.00	
	Hampton, AR	8/20/2012		\$0.00	0	\$0.00	0	\$0.00	
	Marion, AR	2/7/2014		\$133,322.00	23	\$3,156.00	2	\$3,156.00	
6486		3/19/2014		\$609,328.38	538	\$99,776.16	133	\$28,031.29	3
6528	Cave City, AR	3/31/2014		\$0.00	0	\$0.00	0	\$0.00	
6749	Mulberry, AR	6/18/2014		\$0.00	0	\$0.00	0	\$0.00	
	Brookland, AR	7/16/2014		\$0.00	0	\$0.00	0	\$0.00	
		7/23/2014		\$124,598.00	23	\$0.00	0	\$0.00	
6850	Sulphur Springs, AR	7/29/2014		\$2,075.00	1	\$0.00	0	\$0.00	
7028	Sherwood, AR	9/24/2014		\$119,382.22	187	\$32,240.00	22	\$16,496.00	1
	Little Flock, AR	11/12/2015		\$14,325.02	4	\$0.00	0	\$0.00	
	McRae, AR	1/28/2016	Inactive	\$0.00	0	\$0.00	0	\$0.00	
8916	Black Oak, AR	6/16/2016	Active	\$0.00	0	\$0.00	0	\$0.00	
8967	Hackett, AR	7/5/2016	Active	\$25,665.00	6	\$18,490.00	4	\$0.00	
9231	Lake City, AR	9/29/2016	Active	\$5,555.00	2	\$3,755.00	1	\$3,755.00	
9323	McCrory, AR	10/28/2016	Active	\$0.00	0	\$0.00	0	\$0.00	
9380	White Hall, AR	11/17/2016	Active	\$83,801.00	21	\$16,360.00	6	\$6,500.00	
9635	Austin, AR	2/13/2017	Active	\$7,376.78	7	\$1,525.01	1	\$0.00	
10351	Jasper, AR	8/14/2017	Active	\$25.00	1	\$0.00	0	\$0.00	
11106	Green Forest, AR	3/8/2018	Active	\$48,784.00	8	\$48,784.00	8	\$0.00	
11284	Ward, AR	4/16/2018	Active	\$0.00	0	\$0.00	0	\$0.00	
11679	Benton, AR	6/27/2018	Active	\$0.00	0	\$0.00	0	\$0.00	
				\$3,894,518.38	4.004	\$325,159.17	222	\$98,981.29	7



# Describe the accounting process and online accounting capabilities, including but not limited to documentation of invoicing, payment and non-payment by bidders.

Bidder Invoicing: At close of auction, winning bidders will automatically be sent a Buyer's Certificate (example shown on Page 39). To make payment, the bidder should go to their "My Bids" page, select the applicable auction(s), and select "Create Invoice." This will enable the bidder to pay via credit card or PayPal. This function will also provide instructions for wire transfer if applicable.

Bidder Payment: After a successful transaction, buyers will receive an email receipt confirming their online payment has been received by GovDeals. (Example shown at right.) Notification will also be sent to the seller regarding the payment receipt, and the seller may release the asset to the buyer.

Non-Payment: In addition to reporting functions within each seller's account (such as the Paid/Not Paid/Picked Up report), GovDeals' Bidder Services Department locks the accounts of bidders who have not paid after 30 days. This process serves as an effective check-and-balance with sellers that may not be keeping a close eye on payment deadlines.

See also: Paid/Picked Up Report on Page 37.

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

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

The following assets are ready for pickup:

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

Total: \$2,931.25

# g. Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.

Customer Service/Problem Resolution for Sellers: GovDeals will assign an experienced Client Account Manager who will be the Agency's primary point of contact for training, technical questions, advice, assistance loading auctions, etc., throughout the duration of the business relationship. Your 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 needed.

In case of an urgent support need, each Agency will have access to our Client Help Desk, staffed by fully trained Client Service Representatives who are available for technical support, questions, and training. The Client Help Desk is available by toll-free phone, live chat, and email Monday through Friday, 7 a.m. to 6 p.m. CT.

Additionally, each Agency will have a sales/account/contract representative to verify that the service provided by GovDeals meets each Agency's specific needs and requirements and to ensure contract compliance. This representative is easily accessible by cell phone and email. He is available to meet with each Agency on a regularly scheduled or as-needed basis.

GovDeals' management team believes in developing skills throughout our organization and not to be reliant on managers alone to resolve time-sensitive questions or infrequent issues. Therefore, your Client Account Manager is armed with the knowledge and the authority to make most decisions, preventing a delay in service as management is consulted. However, our senior managers are available to each Agency at any time by phone and email, and we will provide on-site meetings for problem solving and strategy development as needed.



Customer Service/Problem Resolution for Bidders: GovDeals provides bidder support from a dedicated service center staffed by 8 experienced GovDeals employees. The Bidder Services Help Desk receives more than 200 calls, emails, and live chats daily, and this team has a stellar 97% first-call resolution rate. The Bidder Services team endeavors to respond to bidder inquiries immediately, or as quickly as possible (in no more than one business day for non-urgent matters).

Bidder support is available by live chat, email, and toll-free phone, as well as Frequently Asked Questions (FAQ) available on GovDeals.com. The Bidder Services Help Desk has employees who are fluent in Spanish, and we have a language service available if we need assistance communicating with a prospective bidder who does not speak English or Spanish.

The Bidder Services Help Desk is available by phone, email, and live chat Monday through Friday, 7 a.m. to 6 p.m. CT. This team also provides support by live chat 6 a.m. to 3 p.m. CT on Saturdays and Sundays.

### h. Describe Offeror's invoicing process.

Bidder Invoicing: At close of auction, winning bidders will automatically be sent a Buyer's Certificate (example shown on Page 39). To make payment, the bidder should go to their "My Bids" page, select the applicable auction(s), and select "Create Invoice." This will enable the bidder to pay via credit card or PayPal. This function will also provide instructions for wire transfer if applicable.

Seller Invoicing: The Invoicing Report, also referred to as the reconciliation statement, details all assets sold each month. This statement is sent to the seller to summarize the month's financial transactions. The report, available in PDF and hard copy, displays item description, inventory ID number, date sold, sold amount, fee percentage and amount, seller/buyer certificate ID number, and credit details if any. See example Invoice on Page 33.

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

i. Describe Offeror's contract implementation/customer transition plan. As an example, attach a high-level project schedule, with milestones from each implementation phase. Include training that customer will receive as part of the transition.

At time of account creation, GovDeals' Client Account Manager and Regional Rep will immediately meet with each Agency to discuss particulars for account establishment.

After the Agency's account is set up, training will be held at a time and place agreed upon by the Agency. The Agency's personnel will be thoroughly trained through the full auction cycle, including an overview of the bidder-facing website and the seller-facing auction creation platform. Training will be held within the Agency's live GovDeals account to provide your team with hands-on experience interacting with the system.

New user training can be completed in about an hour and includes an overview of the GovDeals system from the seller's and the buyer's perspective. The Agency's users will be shown how to access real-time, interactive, exportable reporting tools, how to load and manage auctions, and how to harness GovDeals' industry knowledge and marketing strategies to obtain the highest possible return on each of the Agency's surplus assets. Training will be held within the Agency's live account to provide your team with hands-on experience interacting with the system.



During training, the Agency's first auctions may be posted. During the 7-10 days these auctions are live, GovDeals' Client Account Manager will communicate with the Agency's team regularly to keep track of how the auctions are performing, answering questions the Agency may have, and guiding the team through the auction cycle, including auction close and property removal.

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

#### j. Describe the financial condition of Offeror.

Over the past 18 years, GovDeals has transacted over \$2 billion through our auction website (www.GovDeals.com) without a single claim filed against it by a bidder or a seller. This sales figure includes over \$1.2 billion transacted through GovDeals' payment collection and remittance program (Financial Settlement Services, or FSS).

Since 2009, GovDeals has offered its clients full integration of their online auctions with robust financial tools to enable GovDeals to collect bidder payments on their behalf. GovDeals' Financial Settlement Services completes the surplus liquidation cycle while ensuring secure payment processing and providing a seamless audit trail for each auctioned asset. Of our 12,000+ total government clients, GovDeals collects, protects, and remits payments for nearly 10,500 government agencies.

A major benefit of electing GovDeals to collect and remit proceeds is that GovDeals accepts all liability for fraud and chargebacks that may occur. This means that GovDeals guarantees that our Clients will never lose any money or assets using our payment collection services, and Buyers receive the benefit of easily making payment online (via credit/debit card, PayPal, or wire transfer) for assets won at auction. GovDeals' clients are able to manage their auctions from beginning to end within the secure GovDeals system, significantly reducing the work and risks involved in handling and managing these payments on their own.

#### Insurance and Liability

All payment disputes after pickup of an asset are handled by GovDeals, eliminating liability on part of the Agency. Additionally, GovDeals does not withhold payment of an Agency's auction proceeds during the 30-day chargeback liability window.

GovDeals is covered by a \$25MM insurance policy that protects each of our Clients against any loss of funds. GovDeals' insurance policy covers all of our clients, and we will have the Agency named as Additional Insured upon request. GovDeals holds an A+ rating with the Better Business Bureau, as does our parent company, Liquidity Services Inc. (LSI). Additionally, Dun and Bradstreet rates GovDeals "Low Risk," determining that GovDeals only has a "0.09% Risk of Severe Financial Stress." Dun and Bradstreet is the world's leading source of commercial information and insight on businesses.

GovDeals will obtain a surety or performance bond upon request of the Client.

#### Ownership and Management

GovDeals' organizational structure emphasizes our programmatic, technical, managerial, and financial capability to provide government surplus auction services, including trustworthy payment collection and remittance. There is proper hierarchy with an experienced management and process structure in place, responsible for the necessary teams to provide financial/accounting services, field



support, marketing, bidder services, and account/contract management. GovDeals has more than 90 direct full-time employees, including a 10-person accounting and finance department at GovDeals' headquarters. In addition to this direct staffing, additional support and substantial resources come from our parent company, LSI, a debt-free and financially strong corporation that operates several other reverse supply chain online marketplaces in addition to GovDeals.

Our parent company, LSI, is a publicly held corporation with stock traded on the NASDAQ stock exchange under the call letters LQDT. As a publicly traded company, LSI and GovDeals are bound by strict federal procedures that regulate our business's financial matters. The corporation's SOX (Sarbanes-Oxley) controls are audited by GrantThornton LLP, and the company's financial statements are audited by independent registered public accounting firm Ernst and Young LLP.

All of LSI's corporate filings, including annual financial statements and other periodic SEC filings dating back to 2003, are available to the general public and are easily accessible via LSI's website, www.LiquidityServices.com (click on Investors > Financial Information).

# k. Describe you marketing to promote utilization of the site by potential buyers

 Describe how Offeror proposes to market the program to potential bidders. Provide samples of marketing efforts that have effectively worked.

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

Types of marketing include:

- Vertical marketing in niche publications/media
- Email marketing to previous bidders
- Local marketing via banners, public access TV, and flyers
- News coverage
- Notifying each Agency's previous bidders
- Custom marketing

Our time-tested and proven approach to marketing government surplus goods for online auction is unparalleled. We know from research and experience how to develop and implement customized marketing plans for our government clients, and our 10-person Marketing Department has the expertise to create effective ads, press releases, mailings, etc., and utilize the right combination of these in order to consistently bring a steady stream of targeted website traffic to our government clients' surplus assets.

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

Examples of previous marketing efforts are provided on the following pages, **Pages 45-56**.





San Benito Consolidated ISD, TX \$4.097.50

**Auction Closed** High Bidder: m\*\*\*\*\*t Sold Amount: \$3,725.00 Buyer's Premium (10.00%): \$372,50 Total Price: \$4,097.50 View Bid History Terms and Conditions

430 visitors

Advertised with





- Auction Dates: February 23rd March 9th, 2018
- Auction began with an opening bid of \$500 and no reserve
- 10 participants placed 51 bids
- Auction page had 430 visitors
- 23 site visitors came from BusesOnline.com and two came from ClassifiedAds.com\*





Lewisville ISD, TX \$2,450.25

Auction Closed High Bidder: e\*\*\*\*\*\*\*1 Sold Amount: \$2,178.00 Buyer's Premium (12.50%): \$272.25 Total Price: \$2,450.25 View Bid History Terms and Conditions

1,027 visitors

Advertised with



- Auction Dates: November 1st 13th, 2018
- Auction began with an opening bid of \$25 and no reserve
- Eight participants placed 31 bids
- Auction page had 1,027 visitors
- Auction was promoted with an E-Flyer sent to 8,042 previous bidders and buyers of Musical Equipment and School Equipment



# 2006 Caterpillar Crawler Tractor



Tennessee Valley Authority \$79,121.07

# Auction Closed High Bidder: c\*\*\*\*\*\*n Sold Amount: \$73,601.00 Admin Fee ( 7.50% ): \$5,520.07 Total Price: \$79,121.07 View Bid History Terms and Conditions

3.611 visitors

#### Advertised with







- Auction Dates: February 28th March 25th, 2019
- Auction began with an opening bid of \$15,000 and a reserve of \$35,000
- 13 participants placed 108 bids
- Auction page had 3,611 visitors
- 79 site visitors came from RockandDirt.com, one came from EquipMatching.com,
   and 87 came from ClassifiedAds.com\*







Missouri Dept. Of Transportation Northwest District - St. Joseph, MO \$43.051.05

Auction Closed High Bidder: L\*\*\*\*H Sold Amount: \$41,001.00 Buyer's Premium (5.00%): \$2,050.05 Total Price: \$43,051.05 View Bid History **Terms and Conditions** 

2,468 visitors

Advertised with





- Auction Dates: November 13th 29th, 2018
- Auction began with an opening bid of \$15,000 and a reserve of \$37,000
- Five participants placed 15 bids
- Auction page had 2,468 visitors
- Two site visitors came from EquipMatching.com and 47 came from ClassifiedAds.com\*





Kirkwood, MO \$75,100



1,481 visitors

Advertised with





- Auction Dates: September 10th October 1st, 2018
- Auction began with an opening bid of \$10,000 and a reserve of \$20,000
- 10 participants placed 65 bids
- Auction page had 1,481 visitors
- 11 site visitors came from RockandDirt.com and two came from NextTruckOnline.com\*



# 2013 Ford Mustang GT Coupe



Collierville, TN \$13,522.50

3,943 visitors

Advertised with





- Auction Dates: November 29th December 6th, 2018
- Auction began with an opening bid of \$100 and no reserve
- 20 participants placed 75 bids
- Auction page had 3,943 visitors
- 24 site visitors came from CarDaddy.com and 10 came from ClassifiedAds.com\*



# 2010 Great Plains Seed Drill



Anderson County Soil Conservation District, TN \$12,740.62 Auction Closed

High Bidder: n\*\*1

Sold Amount: \$11,325.00

Buyer's Premium (12.50%): \$1,415.62

Total Price: \$12,740.62

View Bid History

Terms and Conditions

2.027 visitors

Advertised with

**BestFarmBuys.com** 



- Auction Dates: April 10th 25th, 2018
- Auction began with an opening bid of \$850 and a reserve of \$8,500
- 10 participants placed 37 bids
- Auction page had 2,027 visitors
- Three site visitors came from Farms.com\*



# 2015 Chevrolet Tahoe 4WD Police



Niagara County, NY \$15,358.50

2,069 visitors

Advertised with



- Auction Dates: August 2nd 16th, 2018
- Auction began with an opening bid of \$1,300 and no reserve
- 16 participants placed 48 bids
- Auction page had 2,069 visitors
- 186 site visitors came from CarDaddy.com\*



# 2008 Ford F350 SD XL SuperCab 2WD



San Bernadino County - Offsite, CA \$16,060

758 visitors

# Advertised with





- Auction Dates: January 15th 24th, 2019
- Auction began with an opening bid of \$500 and no reserve
- 11 participants placed 158 bids
- Auction page had 758 visitors
- 81 site visitors came from ClassifiedAds.com, and one came from RockandDirt.com\*





Old Bridge Township Public Schools, NJ \$76,755

**Auction Closed** High Bidder: b\*\*\*\*\*5 Sold Amount: \$73,100.00 Buyer's Premium (5.00%): \$3,655.00 Total Price: \$76,755.00 View Bid History Terms and Conditions

2,044 visitors

Advertised with





- Auction Dates: July 5th 19th, 2018
- Auction began with an opening bid of \$30,000 and no reserve
- Nine participants placed 110 bids
- Auction page had 2,044 visitors
- 34 site visitors came from ClassifiedAds.com and one came from EquipMatching.com\*



# 2006 Mack Roll-Off Garbage Truck



Temple, TX \$90,755

1,252 visitors

Advertised with





- Auction Dates: April 9th 17th, 2018
- Auction began with an opening bid of \$2,500 and a \$22,000 reserve
- 19 participants placed 119 bids
- Auction page had 1,252 visitors
- Four site visitors came from TrashTrucksOnline.com and nine came from RockandDirt.com\*







**Burnet Consolidted ISD, TX** \$7,340.62

**Auction Closed** High Bidder: d\*\*\*\*\*\*d Sold Amount: \$6,525.00 Buyer's Premium (12.50%): \$815.62 Total Price: \$7,340.62 View Bid History Terms and Conditions

3,649 visitors

#### Advertised with





- Auction Dates: November 16th 30th, 2018
- Auction began with an opening bid of \$1,500 a \$5,000 reserve
- Eight participants placed 15 bids
- Auction page had 3,649 visitors
- Two site visitors came from RockandDirt.com and 91 came from ClassifiedAds.com\*



 Describe your ability to actively market auctions to prospective bidders in order to expand Contractor's bidder list.

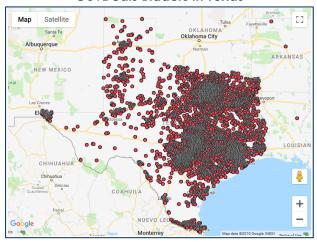
# Overview of Marketing Strategies

• Email Marketing to Targeted Bidders: GovDeals has bidders in all 50 states for a total of 750,000 registered and verified bidders in the U.S., as well as 25,000 more in 160 foreign countries. We have over 33,500 active bidders in Texas, and over 19,000 within 200 miles of Houston (see maps at right).

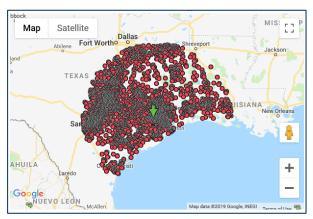
To harness the strength of this extensive bidder base for asset marketing, email blasts (e-Flyers) are sent to previous bidders and buyers of relevant categories. This has repeatedly proven one of our most successful marketing strategies.

Local Marketing: As shown on the maps on this page, GovDeals already has a large and active bidder base in Texas and nationwide. In order to further make local residents aware of the Agency's auctions. GovDeals' Marketing Department will implement strategies to inform the public of the Agency's GovDeals auctions, including preparing press releases and placing ads as needed. Strategic marketing efforts, such as outdoor signage and public access TV ads, may be utilized as needed. GovDeals can also provide outdoor banners for high-traffic areas, as well as flyers for bulletin boards and to pass out to local businesses and residents.

Over 33,500 Active
GovDeals Bidders in Texas



Over 19,000 Active GovDeals Bidders within 200 Miles of Houston



Over 725,000 Active
GovDeals Bidders Nationwide

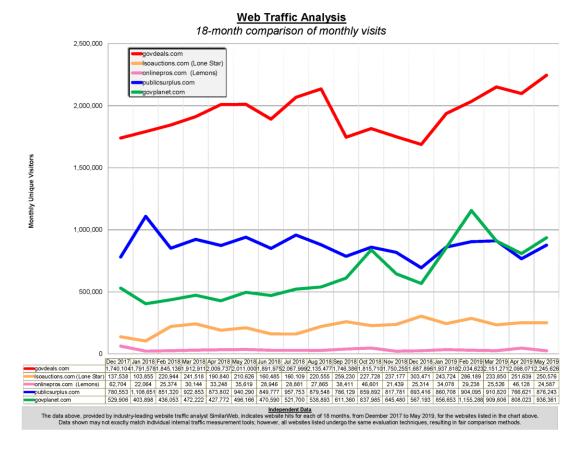


- Niche Marketing: All vehicles, heavy equipment, unique, and high-value assets that an Agency wishes to sell on the GovDeals auction website will be advertised or listed on niche websites that will expose your assets to targeted buyers. For example:
  - Heavy trucks and highway equipment are advertised in *Rock and Dirt* and *Contractor's Hotline*, as well as other trade publications.
  - Cars, trucks, and vans are advertised at <a href="www.CarDaddy.com">www.CarDaddy.com</a>.
  - Medical and laboratory items are promoted at <a href="www.LabX.com">www.LabX.com</a> and <a href="www.LabX.com">www.LabX.com</a> and <a href="www.LabX.com">www.LabX.com</a>
  - Transit and school buses are advertised at <a href="www.BusesOnline.com">www.BusesOnline.com</a> and <a href="www.BusesOnline.com">www.BusesOnline.com</a>
  - Garbage trucks are advertised at <a href="www.TrashTrucksOnline.com">www.TrashTrucksOnline.com</a>, and fire trucks, ambulances, and other rescue equipment are advertised on <a href="www.lstResponder.com">www.lstResponder.com</a>.
- Custom Marketing Plans: When the Agency has specialty assets to auction, GovDeals' Marketing Department will develop custom promotion and advertising strategies designed to bring the highest dollar amount possible for each asset. Various types of assets considered unique, high-value, or specialty may be considered for this custom marketing, which involves identification of target audiences and niche media.
  - Such assets may include, but are not limited to, helicopters and aircraft; classic/custom automobiles; specialty equipment; firearms and accessories; jewelry and collectibles; real estate properties; machinery and industrial equipment; and cost avoidance/demolition projects.
- Notifying Your Previous Bidders: If desired by the Agency, GovDeals will notify the Agency's previous auction and/or sealed bid participants that the Agency is now selling surplus on GovDeals.com. This can be accomplished by postcard or email blast, depending on the Agency's wishes and the contact methods available to reach past participants.
- News Coverage: GovDeals periodically receives local, regional, and national broadcast, online, and print media coverage. This not only results in promotion for specific assets, but also drives bidder sign-up. For example, a news report by MSN Money resulted in a 250% increase in daily registrations.



Indicate the average number of "hits" per day the proposed website receives.

According to independent web traffic analysis company SimilarWeb, GovDeals.com had over 2.2 million hits in the month of May 2019, averaging to about 73,000 hits per day. As shown in the chart below, GovDeals has the highest traffic of any regional or national government auction vendor.



 Offeror shall provide links from contracting member agency web sites to auction site.

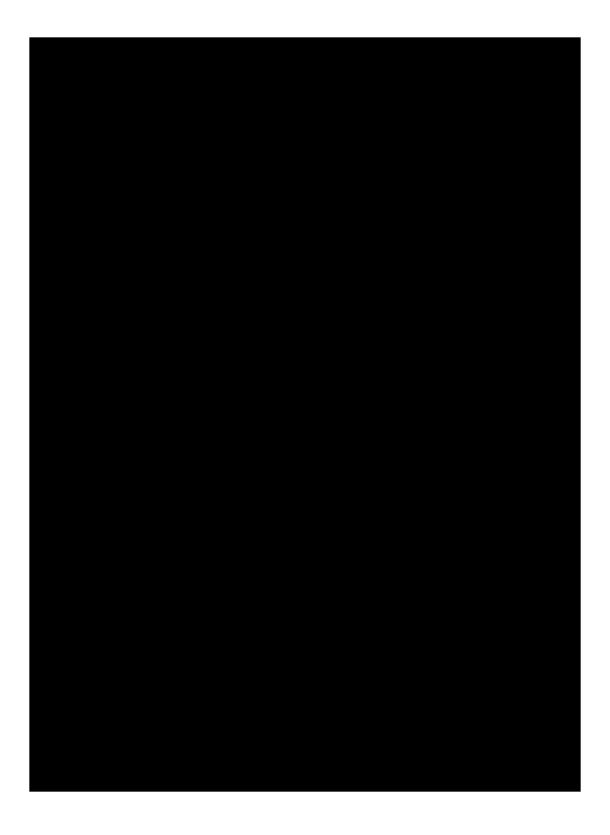
Yes, GovDeals will provide a link and logo that each contracting member agency may place on their websites to direct their website visitors to their GovDeals auctions.

- I. Provide any additional services and activities the auction system can perform:
  - Provide samples of instructional documentation that is available to sellers and buyers. Indicate any distribution restrictions that may apply and how often the materials are updated.

GovDeals' Quick Reference Guide is included on the following pages. A more robust, 55-page guide will also be provided to clients at implementation. GovDeals requests that this Quick Reference Guide be considered **confidential** and not disclosed publicly.



# Region 4 ESC/OMNIA Auctioneer Services and Related Products June 25, 2019













# Region 4 ESC/OMNIA Auctioneer Services and Related Products June 25, 2019





# Describe Offeror's plan to minimize the number of buyers who renege on a purchase and the tools available to seller if this occurs.

Bidder default prevention has always been a priority at GovDeals, and we use real-time metrics to closely monitor default rates. Given the remarkably dynamic prevalence of credit card fraud and general climate of fraudulent behavior on the Internet and in society, GovDeals continues to innovate and maintain the industry standard regarding a low percentage of defaults. GovDeals' bidder default rate is consistently between 4% and 5%, a figure we have reason to believe to be the lowest in the industry. Our low number of defaults is accomplished through a combination of our Bidder Verification process and enforcement of our stringent default policy, described below.

**Terms and Conditions for Default:** Before a bidder can place his or her initial bid on an asset being auctioned by the Agency, the bidder will be required to agree to your Terms and Conditions, which will explain payment and pickup terms, as well as the penalty for not paying and picking up on time. After the allotted payment deadline has passed (typically 5 business days from close of auction), if payment has not been made, the winning bidder will be deemed in default. This user's account may be locked so that he or she will not be able to partake in future auctions.

GovDeals suggests that, if a bidder does not pay or pick up on time, the Agency should immediately offer the asset to the second-highest bidder, or repost the asset for auction. Both of these options are built-in functions of the GovDeals platform and can be accomplished in a single click. As soon as a bidder defaults, the Agency will have the capability to lock the bidder from participating in any future auctions, not only from the Agency's account but all GovDeals auctions.

Defaulting bidders are responsible for 40% of their winning bid, and when this fee is recovered, GovDeals will split the funds evenly with the Agency to cover administrative costs.

**Bidder Verification:** GovDeals' dedicated 8-member Bidder Services Department verifies every user who registers to our website, ensuring that the registration information matches a real person to a valid phone number and address. The GovDeals proprietary bidder registration process identifies bidders who have defaulted on previous auctions and locked from our system, preventing them from re-registering to become a bidder. This effectively prevents them from submitting bids on any subsequent GovDeals auctions. This verification function is key to maintaining our low default rate.

**Bidder Probation:** GovDeals' bidder probation program was implemented in 2013 to limit new buyers during their first 90 days. During the first 30 days of probation, a bidder may only have three transactions open at any one time. As soon as a transaction has been completed, another transaction may be opened. Our bidder probation program has been a great success and reduced the number of defaulting buyers by 20% in the first 12 months of the program. If needed, there is a process to allow highly qualified bidders to bypass some or all of the probation process, such as by submitting an appropriate bid deposit. If desired, the Agency can request that the bidder probation program not be enforced for its auctions.

# Describe the types of items commonly sold on the proposed website and any exclusion.

Nearly everything owned by governments can be and has been sold on the GovDeals auction platform. A list of GovDeals categories are provided on the following pages. The only items that cannot be sold on GovDeals are animals/livestock, pornography, and illegal items.



GovDeals Category list:

Agriculture Equip/Commodities

Aircraft & Aviation Parts, Equipment

Alcoholic Beverages/Liquor Licenses

**All Terrain Vehicles** 

All Vehicles (Restricted Vehicles)

Ambulance/Rescue

Animal Equipment, Cages and Feed

Arts & Crafts

**Asphalt Equipment** 

Audio/Visual Equipment

**Automobiles** 

Automobiles (Classic/Custom)

Bags, All Types

**Barber & Beauty Shop Equipment** 

Barrels & Drums

Batteries, All Types

**Bicycles** 

**Boats & Marine Supplies** 

Books/Manuals

Builders Supplies

**Buildings** 

**Buses, Transit and School** 

Cafeteria and Kitchen Equipment

Chemicals, All Types Clocks and Watches Clothing/Linens

Collectibles

**Commercial Furnaces** 

Commodities/General Merchandise

Communication/Electronic Equipment

Compressors

Computers, Parts and Supplies

Confiscated/Forfeited/Personal Property

Containers - Storage/Shipping

Cranes

**Dairy Equipment** 

**Displays and Exhibit Stands** 

**Driving Simulators** 

Drugs, First Aid, Veterinary

Educational

Election Equipment
Electrical Supplies

Liectrical Oupplies

**Engineering Equipment and Supplies** 

Elevators, Parts and Equipment

Equipment, Heavy

Exercise Equipment

Fine Art

Fire and Police Equipment

Fire Trucks

Firearm Accessories

Firearms and Live Ammunition

Food Forklifts

Fueling Equipment

Furniture/Furnishings

**Gambling Machines and Equipment** 

Garbage

**Garbage and Refuse Containers** 

Garbage Trucks
Generators

Golf Course Equipment

Hardware

Glass

Health and Beauty
Highway Equipment
Holiday/Seasonal Items
HVAC Equipment



Industrial Equipment Public Utility Equipment

Janitorial Equipment Pumps - Fuel, Water, Etc.

Jewelry Rags

Laboratory Equipment Rail Equipment and Accessories

 Laundry Equipment
 Real Estate

 Library Equipment
 Recovered Items

 Licenses/Permits
 Recyclable Materials

 Lighting/Fixtures
 Remediation Equipment

 Lost/ Abandoned Property
 Road/Highway/Bridge

Lumber Scales and Weighing Apparatus

Machinery School Equipment

Mailing Equipment Security Equipment

 Material Handling Equipment
 Snow Removal Equipment

 Medical/Dental Equipment
 Sponsorships/Promotions

 Metal, Scrap
 Sporting Equipment

 Metals, Precious
 Survey Equipment

Miscellaneous Vehicles SUV

Mortuary Items Sweeper - Parking Lot/Warehouse

Motor Homes/Travel Trailers Sweeper - Street

Motorcycles Tanks - Water, Fuel, Oil, etc.

Mowing Equipment Tires and Tubes
Music/Musical Equipment Tools, All Types

Nursery/Horticulture/Landscaping Towers - Water/Fire/Transmission

Office Equipment/Supplies Tractor - Farm

Oils, Waste Traffic Signals and Controls

Outdoor Living Trailers

Paper and Paper Products Trucks, Heavy Duty 1 Ton and over
Parking Meters Trucks, Light Duty under 1 Ton

Photographic Equipment Vans

Pipe, Valves and Fittings

Playground/ Amusement Park Equipment

Plumbing Equipment and Supplies

Vehicle Equipment/Parts

Vending Equipment

Welding Equipment

Pool Supplies and Equipment Woodworking Equipment

**Printing and Binding Equipment** 



 Indicate payment options accepted by bidder (e.g., Visa, MasterCard, AMEX, personal check, cashier's check, money order, etc.).

GovDeals accepts payments from winning bidders in the form of credit card (Visa, MasterCard, Discover, and American Express), PayPal, and wire transfer. All payments over \$4,999 must be made by wire transfer.

### • OMNIA Partners documents

Please see Tab 7.



# Tab 4

# **Qualification and Experience**

# a. Provide a brief history of the Offeror, including year it was established and corporate office location.

With the rise of the internet and e-commerce in the late 1990s, government entities began to sell surplus assets on early online auction websites. But these auction resources were designed for peer-to-peer consumer sales, and government entities soon found out that their auctions lacked the transparency and recordkeeping required of public institutions. Limited information about each sale was available, reports were not available for days or even a month, and sellers were expected to ship items to winning bidders.

Procurement officials were frustrated that these factors prevented their government entities from efficiently conducting their surplus sales process in compliance with their disposition policies. This led many government entities to conclude that they had no option but to return to the cumbersome, time-consuming process of live auction events. The online auction idea was a bust.

But a handful of innovative procurement officials and consultants weren't willing to give up so easily. The internet was growing exponentially, and they were convinced that there had to be a better way. These officials teamed up with a group of trusted software developers to explore a concept – an online auction platform built for government, with a full audit trail and real-time sales reports.

The software developers spent a year and a half creating a web-based online auction platform that centered on the procurement officials' needs, including following these basic tenets:

- Provide government sellers with a full audit trail of their auctioned assets, including each stage of the sales process
- Each government seller must be able to put its own Terms and Conditions in place
- Assets must be sold "as is, where is, and without warranty"
- ➤ All reports must be available in real-time
- Current and past auction sales must be viewable by the general public
- The auction platform must excel at keeping bidder defaults to a minimum
- ➤ Government sellers must be able to require buyers to pick up assets won at auction on a time frame chosen by the seller

After 18 months of software development and testing, the first online auctions were conducted on GovDeals.com in early 2001.

The company's earliest client sellers were pleased that GovDeals satisfied all of their agencies' internal compliance needs, and now the company had to prove that it could achieve equal or better sales results compared to traditional auctioneers.

GovDeals implemented innovative marketing techniques to reach targeted bidders specifically interested in purchasing government surplus assets. To this day, a major part of GovDeals' service and ultimate success is the promotion of assets through advertising and marketing. Every day, we spend significant effort and funding to maximize competitive bidding for our clients' assets, since competition for surplus assets is directly tied to the revenue the selling governments



obtain for these assets. GovDeals' buyer audience has grown to over 750,000 registered and verified active bidders, and our 9-person Marketing Department continues to expand this reach through targeted advertisements, press releases, and other promotion tools.

Through the technological innovations of the GovDeals platform and our robust marketing outreach, GovDeals is able to consistently achieve higher net sales results for our clients when compared to any online or live auction vendor, while also helping clients ensure transparency and compliance with surplus disposition policies every step of the way.

# Over 12,000 Governments Nationwide Sell Surplus Assets on GovDeals.com



GovDeals' headquarters are in Montgomery, AL, where it was founded in 1999. GovDeals was acquired by Liquidity Services, Inc., in 2008. Headquartered in Bethesda, MD, Liquidity Services is a publicly held corporation with stock traded under the call letters LQDT on the NASDAQ stock exchange. Liquidity Services is a debt-free and financially strong corporation that operates several other reverse supply chain online marketplaces in addition to GovDeals. Upon the acquisition, GovDeals quickly became one of Liquidity Services' flagship marketplaces and also one of its most successful.

With our original management team continuing to run the business, GovDeals now has 96 direct full-time employees, with more than half working remotely from the field in order to best serve clients in their local areas. This includes 3 representatives in Texas. In addition to this direct staffing, additional support and substantial resources come from our parent company.

Today, more than 12,000 state and local governments have transitioned some or all of their surplus auctions to GovDeals.com, and our company has facilitated the sale of over 1.7 million government-owned assets/lots for total auction sales surpassing \$2 billion. In Texas alone, 546 government entities have successfully sold over 62,000 surplus assets/lots for total auction sales exceeding \$88 million.

# b. Describe Offeror's reputation in the marketplace. Include how many bidders are currently registered with the Offeror's website.

GovDeals' capability and capacity as an organization to successfully provide our auction platform, personal service, and payment collection and remittance services to Region 4 and OMNIA Participants is underscored and demonstrated daily, as we provide these very services to more than 12,000 government entities as our only business. These state and local government agencies (including over 546 in Texas) have found GovDeals to be the most lucrative, efficient, and transparent online surplus solution.

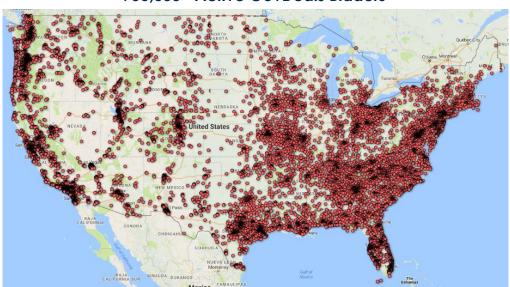
GovDeals is the largest online government auction resource in the nation because we focus on what matters to the government agencies we serve, including:

- 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 to training in use of online auction practices and to auction strategies that have been developed and fine-tuned during GovDeals' 17 years in the government-exclusive online auction business.
- GovDeals is a financially strong vendor that remits payments to clients weekly, and when utilizing our auction services with payment collection, GovDeals shoulders liability for chargebacks or fraud that may occur, and disputes after asset removal are handled by GovDeals. We remit auction proceeds to our clients on a weekly basis despite these risk factors, eliminating financial risk for our clients.
- Extensive marketing outreach will be provided to reach targeted bidders at GovDeals' expense. This drives competitive bidding, increasing the final selling price of your auctioned assets. Marketing efforts provided by GovDeals include niche print and online publications, email marketing, local advertising, press releases, and more.

GovDeals has bidders in all 50 U.S. states and in 160 foreign countries for a total of more than 750,000 registered and verified bidders. This includes over 33,500 active bidders in Texas.



750.000+ Active GovDeals Bidders

c. Describe Offeror's reputation of products and services in the marketplace. Indicate the number of years Offeror's web-based online auction and/or live auction program has been in place and include the number of auctions posted on the Offeror's website in the last two (2) years. Indicate the number of successful auctions (items were sold), and the number of auctions where the buyer defaulted on the purchase.

Providing online auction services to government agencies is the only business we are in and have been solely focused on building, providing, and continuously improving since the company's incorporation in 1999. Our intimate knowledge of government processes and challenges contributed to our original platform design and processes, and the lessons we have learned from interactions with government clients throughout the U.S. and Canada have helped us fine-tune our platform and services.

Properly managing the sale of government assets and ensuring maximum return on investment (ROI) requires a great deal of knowledge and expertise. GovDeals operates a knowledge-based business, and we will share this industry and market knowledge with each Agency through very interactive and hands-on service. We combine a robust, easy-to-use auction website, a large and targeted bidder audience, strategy expertise for online government auctions, versatile marketing strategies, and a history of compliance with government requirements and regulations to offer a service that is unequaled by other vendors.

## Auction Statistics, Past 2 Years (June 2017-May 2019)

Number of Auctions Posted	687,453
Number of Successful Auctions (Sold)	646,206
Number of Bidder Defaults	14,769

## d. Describe the experience and qualification of key employees.

Key personnel directly serving each Agency will be a Client Account Manager and a regional Business Development Representative. Your Client Account Manager will provide initial training and ongoing service throughout the duration of the contract, including 24/7 support by phone and email.

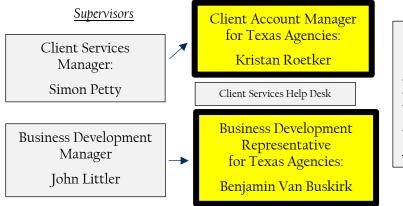
In addition to the project team dedicated to Agencies, we back up this hands-on, local relationship with robust and experienced staffing in all functional departments located at GovDeals' corporate offices. Agencies will have direct access to our accounting, marketing, and bidder support teams, as well as to our Client Help Desk and executive management. GovDeals will support the Agencies by phone, email, live chat, webinars, and in-person meetings.

GovDeals' organizational chart identifying key personnel who will be assigned to deliver the services required is provided below, along with professional summaries for each member of an Agency's account team, as well as other key personnel that will make an impact on the overall success of the Agencies' surplus auctions. Please note: Since Region 4 is in Texas, we have listed our Texas representatives. GovDeals has employees based throughout the country to support clients in each region.



## Organization Chart for an Agency's Account

Key Personnel Identified by Highlighted Boxes



Support also comes from the following departments:			
Department	# of Staff	Manager	
Accounting	7	Beth Davis	
Marketing	9	Molly Nations	
IT/Website Development	8	Jeremy Logan	
Bidder Services	9	Carrie McDowell	
		,	

## Kristan Roetker, Client Account Manager

Cell: 303-532-7335 | Email: kroetker@govdeals.com

As the Client Account Manager for Texas Agencies, Kristan Roetker will be the primary contact for day-to-day auction operation needs. Kristan may be reached by cell phone or email 24 hours a day, 7 days a week. She will be responsible for training and ongoing consultation, as well as monitoring the Agencies' auctions for quality assurance. Your Client Account Manager will also work closely with GovDeals' marketing representatives to curate promotion strategies to ensure competitive bidding for the Agencies' surplus assets. Kristan is armed with in-depth knowledge of the GovDeals online auction system and how to maximize return of value for all asset types, particularly school furnishings, office equipment, and specialty equipment. She will be readily available to the Agencies for support by phone, email, and on-site meetings for coordination of auction strategies and surplus asset removal.

## Benjamin Van Buskirk, Business Development Representative

Cell: 512-560-6240 | Email: bvanbuskirk@govdeals.com

Committed to the overall success of each Agency's liquidation goals, Ben Van Buskirk is able to examine an Agency's processes and evaluate its needs to recommend strategies to ensure GovDeals meets the demands of its government sellers throughout Texas. Ben has served Texas clients since 2015, working together with the region's Client Account Manager to reach the goals of each client, while also promoting our service to other government entities, which expands the local bidder database. Ben strives to see all of his clients succeed, continuously going to extra mile to ensure contract terms are met. After 4 years with GovDeals, Ben has indepth knowledge of the state and region's surplus market. He will be a valuable resource for consultation, data-driven analysis, and specific local knowledge.

#### Molly Nations, Marketing Manager

Office: 334-387-0475 | Email: mnations@govdeals.com

Responsible for all advertising and promotion of assets being auctioned on GovDeals, Molly Nations supervises a team of 9full-time marketing specialists and graphic designers. This team places ads, writes press releases, and designs custom marketing plans for our clients' specialty assets. You are encouraged to contact your Client Account Manager or the Marketing Department when high-value, specialty, or unique assets will be auctioned so that Molly and her team can develop and execute marketing campaigns designed to drive targeted bidders to your auctions and increase the selling price of assets.

## **Christy Logan, Senior Manager Business Development Operations**

Cell: 334-462-0414 | Email: clogan@govdeals.com

GovDeals recognizes the importance and value of cooperative contracts and partner relationships. Christy Logan oversees these partnerships to ensure contract compliance through quarterly and monthly reports detailing participating agencies' contract activity, as well as timely payment of applicable cooperative fees or revenue sharing. GovDeals' system functionality includes a simple way for Region 4/OMNIA to review the cooperative usage of its contract, and each cooperative agency's sales amount is included on this report.



## Simon Petty, Client Services Manager - Western

Cell: 512-971-9299 | Email: spetty@govdeals.com

Simon Petty provides oversight and management of 8 regionally based Client Account Managers throughout the Western U.S. Hired in 2008 as the Client Services Representative for Texas and Louisiana, Simon has worked closely with more than 600 government clients to implement and operate the GovDeals platform and increase Return on Investment through surplus sales. In his role as a Client Account Manager, Simon provided excellent on-site service, auction strategy advice, and on-call consultations for his clients, and this dedication to service resulted in his 2019 promotion to one of two Client Service Manager positions, with the goal of guiding his team of Client Account Managers to provide excellent service to their clients. Simon works with his team daily to help the Client Account Managers handle current projects and challenges, as well as to develop methods to continually improve the service provided to clients.

## Scott Starcher, Senior Director of Client Success

Cell: 919-802-6800 | Office: 1-800-613-0156 Ext. 4511 | Email: sstarcher@govdeals.com
Scott Starcher has provided management and oversight of GovDeals' Client Services team since 2011. In his current role as Senior Director of Client Success, Scott is responsible for a 30-person team based remotely throughout the U.S. and Canada, including Client Account Managers, Client Services Managers, and the Client Help Desk. Scott aims to visit as many clients as possible on a regular basis, ensuring each agency's GovDeals representation is providing the highest level of service possible. Whether providing clients with onsite service, email correspondence, or behind-the-scenes upgrades, Scott is continually looking for ways to advance the GovDeals platform, service, support, and performance to better serve our government clients. Originally hired in 2006 as GovDeals' Client Services Representative serving the Mid-Atlantic region, Scott Starcher worked closely with his clients to implement best practices strategies and to innovate ways he and the GovDeals team could best support our client agency staff members. This included hands-on training, "elbow grease" customer service, and developing and implementing efficiency tools within the GovDeals system to provide a more user-friendly platform to government clients nationwide. Scott's interdepartmental improvement efforts have been invaluable to the GovDeals team, resulting in promotions to Client Services Supervisor in 2011, Director of Client Services in 2014, and Senior Director of Client Success in 2019.

## Steve Kranzusch, Vice President and General Manager

Cell: 334-462-3962 | Office: 1-800-613-0156 Ext. 4455 | Email: skranzusch@govdeals.com
Since Steve Kranzusch joined GovDeals in 2004 as Vice President of Business Development, he has led the
company's growth in number of clients from less than 200 government agencies to more than 12,000 today.
Steve's Business Development team partners with state and local government entities, delivering experienced
insight into selling surplus and end-of-life assets, giving the government sellers complete control of their
surplus process through a vitally transparent platform. Under his leadership, the Business Development team
expanded nationwide and throughout Canada, working with public agencies at all levels of government and of
all sizes. Appointed Vice President and General Manager in 2019, Steve is currently leading the company
through a new era of innovation in the logistics and reverse supply chain industry. Steve's primary goal is that
GovDeals continues to deliver efficient online auction solutions and proven results in fiscal transparency of
government liquidation to each of the company's government clients, evolving with technology and industry
trends to develop strategies that foster success for all government agencies.



## e. Describe Offeror's experience working with the government sector.

GovDeals has been providing online auction services exclusively to government entities for 17 years. Our clients include over 12,000 state and local government agencies of all sizes and in all states. We also provide auction services to 27 state governments, including Louisiana, Arkansas, and New Mexico.

Services provided to these entities are wholly similar to the services offered to Region 4 and OMNIA Participants. Each agency is assigned a dedicated local team to provide initial and ongoing training, strategy sessions, technical support, and contract management to these agencies, as well as marketing outreach, bidder support, and financial reconciliation. These entities have utilized GovDeals' platform to successfully auction surplus vehicles, furnishings, equipment, tools, and miscellaneous assets.

## f. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

GovDeals, Inc., and Liquidity Services, Inc. have faced no bankruptcy, reorganization, or state investigations of either company or current officers and directors. Information regarding our parent company's ongoing litigation is provided below, excerpted from Liquidity Services, Inc.'s most recent annual 10-K filing with the Securities and Exchange Commission:

From time to time, we may become involved in litigation relating to claims arising in the ordinary course of our business.

## Howard v. Liquidity Services, Inc., et al., Civ. No. 14-1183 (D. D. C. 2014).

On July 14, 2014, Leonard Howard filed a putative class action complaint in the United States District Court for the District of Columbia (the "District Court") against us and our chief executive officer, chief financial officer, and chief accounting officer, on behalf of stockholders who purchased our common stock between February 1, 2012, and May 7, 2014. The complaint alleged that the defendants violated Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 by, among other things, misrepresenting the Company's growth initiative, growth potential and financial and operating conditions, thereby artificially inflating its stock price, and sought unspecified compensatory damages and costs and expenses, including attorneys' and experts' fees. On October 14, 2014, the Court appointed Caisse de Dépôt et Placement du Québec and the Newport News Employees' Retirement Fund as co-lead plaintiffs. The plaintiffs filed an amended complaint on December 15, 2014, which alleged substantially similar claims, but which did not name the chief accounting officer as a defendant. On March 2, 2015, we moved to dismiss the amended complaint for failure to state a claim or plead fraud with the requisite particularity. On March 31, 2016, the Court granted that motion in part and denied it in part. Only the claims related to our retail supply chain group were not dismissed. On May 16, 2016, we answered the amended complaint. Plaintiffs' class certification was granted on September 6, 2017. On June 19, 2018, the parties agreed to settle this action, including to dismiss and release all claims against all defendants, in exchange for the payment by our insurance carriers of \$17 million to plaintiffs and the class. The agreement was submitted to the District Court and preliminarily approved on June 20, 2018. The District Courtprovided final approval of the settlement on October 5, 2018.

## *In re Liquidity Services, Inc. Derivative Litigation, Civ. No. 2017-0080-JTL (Del. Ch. 2017).*

On February 2, 2017, plaintiff David Girardi filed a putative derivative complaint in the Court of Chancery of the State of Delaware (the "Court of Chancery"), and on February 7, 2017, plaintiff Harold Slingerland filed a putative derivative complaint in the Court of Chancery. On March 9, 2017, plaintiffs Girardi and Slingerland filed a putative consolidated derivative complaint in the Court of Chancery, purportedly on the Company's behalf. The consolidated complaint named as defendants our Chief Executive Officer and Chief Financial Officer, as well as certain other individuals who served on our Board of Directors between 2012 and 2014, and sought recovery



June 25, 2019

from those individuals, not the Company. The complaint asserted that, among other things, the defendants breached their fiduciary duties to the Company and its stockholders by causing or allowing the Company to make the same misstatements that were alleged in the amended complaint in the Howard action, and for alleged trading in our securities while in possession of material non-public information. The Court of Chancery dismissed the case in November 2017.

Following the dismissal of the putative derivative action discussed above, former plaintiffs Girardi and Slingerland sent us a letter dated January 5, 2018 (the "Shareholder Demand") demanding that the Board of Directors take action to remedy purported breaches of fiduciary duties allegedly related to the claims asserted in the above-discussed securities class action and derivative actions. We acknowledged receipt of the Shareholder Demand on January 22, 2018. Our Board of Directors delegated to a special committee of the Board, comprised of independent directors who are not named in the letter, the tasks of evaluating and formulating recommendations to the Board with respect to, the Shareholder Demand. The special committee retained counsel to assist and advise it in connection with its work. On November 19, 2018, the special committee delivered a report in which it found no basis to assert claims, and recommended that the Board not assert claims against any of the individuals named in the Shareholder Demand. Our Board of Directors met on November 27, 2019 to discuss the findings of the special committee, accepted the recommendation of the special committee and determined to reject the demand.

g. Provide a minimum of 5 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services, number of auctions conducted, and online auction dollar volume.

## North East Independent School District, TX

8961 Tesoro Dr., Ste. 317, San Antonio, TX 78217 Contact Person: Art Suarez, CRMS Manager

210-805-5218 | asuare6@neisd.net

Client since: 2010 Number of assets sold: 1,919 Total sales: \$1 million

Types of assets sold: School buses, HVAC equipment, computers and parts, cafeteria and

kitchen equipment, tools, vans, heavy-duty trucks, light-duty trucks,

trailers, sporting equipment, etc.

## Oklahoma City, OK

100 N. Walker Ave., Oklahoma City, OK 73102 Contact Person: Amy Simpson, Purchasing Agent 405-297-3959 | amy.simpson@okc.gov

Client since: 2012 Number of assets sold: 2.597 Total sales: \$6.2 million

Types of assets sold: Aviation, heavy-duty trucks, light-duty trucks, automobiles, asphalt

equipment, heavy equipment, fire trucks, garbage trucks, farm tractors,

trailers, etc.



## • <u>City of Austin – Fleet Services, TX</u>

1190 Hargrave St., Austin, TX 78702

Contact Person: Sam Rivera, Fleet Vehicle Coordinator

512-974-3385 | samuael.rivera@austintexas.gov

Client since: 2008 Number of assets sold: 3,967 Total sales: \$14 million

Types of assets sold: Heavy-duty trucks, automobiles, heavy equipment, light-duty trucks,

garbage trucks, SUVs, highway equipment, fire trucks, street sweepers,

ambulance/rescue, etc.

## • Lewisville Independent School District, TX

601 E. Purnell Rd., Lewisville, TX 75057

Contact Person: Carlos Moreno 972-350-2694 | auction@lisd.net

Client since: 2009 Number of assets sold: 2,492 Total sales: \$1 million

Types of assets sold: Cafeteria and kitchen equipment, janitorial equipment, computers and

parts, generators, music/musical instruments, vans, heavy-duty trucks,

exercise equipment, school equipment, tools, etc.

## • Bernalillo County, NM

1 Civic Plz NW, 10<sup>th</sup> Floor, Room 10010, Albuquerque, NM 87102

Contact Person: Martin Gallegos, Fixed Assets Manager

505-224-1636 | mgallaegos@bernco.gov

Client since: 2015 Number of assets sold: 11,606 Total sales: \$755,000

Types of assets sold: Computers and parts, heavy equipment, automobiles, SUVs, heavy-duty

trucks, fire and police equipment, farm tractors, light-duty trucks,

industrial equipment, communication equipment, etc.



## h. Provide a listing of Auctioneer Licenses and Auctioneer Associates Licenses. List relevant state, current and expiration dates. Upon request, Awarded Offeror(s) will provide all relevant documentation ensuring state licenses. Awardee(s) shall be licensed and in good standing.

As an online auction provider, GovDeals is not required by the Texas Department of Licensing and Regulation to hold a Texas Auctioneer's License. This clarification was determined by House Bill 2481, which took effect on September 1, 2015. GovDeals will gladly speak to this issue and provide documentation of this exemption upon request.

## i. Provide any additional information relevant to this section.

GovDeals' capability and capacity as an organization to successfully provide our auction platform, personal service, and payment collection and remittance services to government agencies large and small is underscored and demonstrated daily, as we provide these very services to more than 12,000 government agencies throughout the U.S. and Canada (over 546 in Texas) as our only business.

These thousands of government agencies have found GovDeals to be the most efficient, lucrative, and transparent online surplus solution available to governments. 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 Agency personnel.

GovDeals successfully completed over 239,000 auctions during the past 12 months for total sales surpassing \$301 million. This includes over 49,000 vehicles and 8,400 pieces of heavy equipment. Over 6,100 government entities sold surplus on GovDeals during this 12-month timeframe, and over 118,000 unique bidders participated in the auctions, placing over 4.5 million bids.

The auction services described in the Region 4 ESC's solicitation are a wonderful reflection of the only business we are in and have been continuously building, providing, and improving since 1999. GovDeals is thoroughly prepared to immediately provide our online auction system and handson customer service to the Region 4 and OMNIA Participants to meet their goals of reducing administrative strain and to attain maximum liquidation value from sales of out-of-service vehicles, equipment, and other surplus assets.

We understand that the Participating Agencies generally expect to auction an assortment of vehicles and equipment, including surplus vehicles, miscellaneous equipment, furniture, supplies, etc. GovDeals specializes in the online auction of government-owned vehicles and heavy equipment and all other government-owned items.

In contracting with an auction vendor, Region 4 and OMNIA prioritize the ability to maximize sale value of surplus assets through marketing, presentation, and outreach. We commend the organization for recognizing the importance of contracting with a vendor that places a high level of emphasis on these factors, as we have learned over the past 18 years in the government-specific online auction industry that bidder outreach is one of the keys to maximizing Return on Investment (ROI).

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

Although the GovDeals system is built for the efficiency of self-service, GovDeals is committed to sharing our strategy knowledge with Region 4 and OMNIA Participants through very interactive and hands-on service. GovDeals will provide on-site training, as well as easily accessible,



Auctioneer Services and Related Products

highly responsive technical support and customer service to each Agency throughout the contract. Typical response time is under an hour, and we commit to always respond within 24 hours. Your Client Account Manager may be reached by cell phone or email 24 hours a day, 7 days a week. If for any reason, your Client Account Manager is not immediately available, you 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.

After making payment at GovDeals.com, winning bidders will be responsible for scheduling an asset removal appointment at the Agency's convenience, and GovDeals will remit payment to the Agency the week following each asset's removal from your property.

Used effectively, the GovDeals online platform is the most cost effective, conscientious, fully transparent and risk-averse disposition method for government agencies, their personnel and their surplus assets. All control of the entire process remains right where it should be, within each agency.

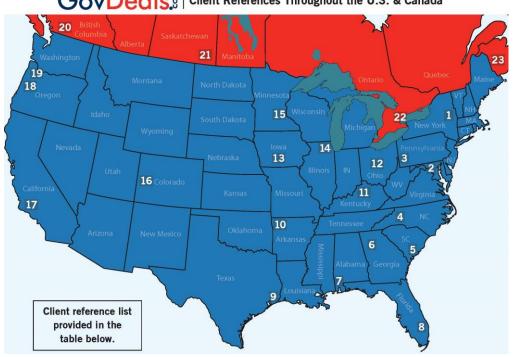
Vitally, GovDeals is built to provide personal, hands-on service to each government client locally through an assigned Client Account Manager and Regional Business Development Representative, as well as a deep commitment to support from our corporate offices. We back up our hands-on, local relationship with a large and experienced staff in all functional areas located at GovDeals' headquarters. Each Agency will have direct access to our accounting, marketing, and bidder support teams, as well as to our Client Help Desk and executive management. GovDeals will support each Agency by on-site appointments upon request, as well as phone calls, emails, live chat, and webinars as needed, and we will also provide on-site meetings for problem solving and strategy development as needed.



#### References

#### Additional References





- Town of Queensbury, NY Barbara Tierney (518) 761-8240 barbarat@queensbury.net
- State of Maryland **Edwin Nunez**

(410) 767-4993 edwin.nunez@maryland.gov

- Pittsburgh, PA Peter McDevitt (412) 255-8924 peter.mcdevitt@pittsburghpa.gov
- High Point, NC **Gary Smith** (336) 883-3598 gary.smith@highpointnc.gov
- Charleston County, SC Angela Kraft (843) 958-4602 akraft@charlestoncounty.org
- State of Georgia Steve Ekin (404) 656-6871 steven.ekin@doas.ga.gov

- Mobile, AL Anne Foley (251) 208-7408 anne@cityofmobile.org
- South Florida Water Mgmt., FL Karen Kemnf (561) 682-2113 kkempf@sfwmd.gov
- 9 Galveston, TX **David Smith** (409) 797-3920 smithdav@cityofgalveston.org
- 10 Fayetteville, AR Andrea Foren (479-595-8220 aforen@fayetteville-ar.gov
- 11 Louisville-Jefferson Metro Gov., KY Trace McGarey (502) 817-0576 trace.mcgarey@louisvilleky.gov
- 12 Ohio State University Michael Swick (614) 292-9738 swick.72@osu.edu

- 13 Cedar Rapids, IA Luanne Carter (319)286-5021 surplus@cedar-rapids.org
- 14 Arlington Heights, IL Ray Salisbury (847) 368-5850 rsalisbury@vah.com
- 15 Burnsville, MN Eric Olson (952) 895-4558 eric.olson@burnsvillemn.gov
- 16 Montrose County, CO Richard Emerson (970) 964-2450 remerson@montrosecounty.net
- 17 County of Los Angeles, CA Candy Rodarte (323) 267-2339 crodarte@isd.lacounty.gov
- **State of Oregon Sven Anderson** (503) 378-6057 sven.anderson@state.or.us

- Portland Police, OR Ty Routley (503) 823-2136 Robert.routley@portlandoregon.gov
- Dawson Creek, BC **Dawn Carpenter** (250) 784-3623 dcarpenter@dawsoncreek.ca
- Moose Jaw, SK Wade McKay (306) 694-4542 auction@moosejaw.ca
- Ontario Place, ON John Tannis (416) 314-9900 john.tannis@ontarioplace.com
- New Brunswick Power, NB Gale Landry (506) 458-4948 galandry@nbpower.com



## Tab 5 Value Add

a. Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.

Included with the service outlined within our proposal, the GovDeals system and service adds value in the following ways:

- 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 to training in use of online auction practices and to auction strategies that have been developed and fine-tuned during GovDeals' 17 years in the government-exclusive online auction business.
- GovDeals is a financially strong vendor that remits payments to clients weekly, and when utilizing our auction services with payment collection, GovDeals shoulders liability for chargebacks or fraud that may occur, and disputes after asset removal are handled by GovDeals. We remit auction proceeds to our clients on a weekly basis despite these risk factors, eliminating financial risk for our clients.
- Extensive marketing outreach will be provided to reach targeted bidders at GovDeals' expense. This drives competitive bidding, increasing the final selling price of your auctioned assets. Marketing efforts provided by GovDeals include niche print and online publications, email marketing, local advertising, press releases, and more..



## Auctioneer Services and Related Products

## <u>Tab 6 Additional Required Documents</u>

- Additional Required Documents (Appendix C)
  - Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy (Appendix C, Doc #1)
  - Antitrust Certification Statement (Tex. Government Code § 2155.005)
     Appendix C, Doc #2)
  - Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295) (Appendix C, Doc #3)
  - Texas Government Code 2270 Verification Form (Appendix C, Doc #4)
  - Any additional agreements Offeror will require Participating Agencies to sign

The above-referenced documents are provided on the following pages.



## ACKNOWLEDGMENT AND ACCEPTANCE OF REGION 4 ESC'S OPEN RECORDS POLICY

### **OPEN RECORDS POLICY**

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

- We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.
- We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confident and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

6/14/19	Vice President & General Manage
Date	Authorized Signature & Title

## **ANTITRUST CERTIFICATION STATEMENTS** (Tex. Government Code § 2155.005)

**Attorney General Form** 

I affirm under penalty of perjury of the laws of the State of Texas that:

- 1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- 2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- 3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
- 4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company	<i>'</i>	Contact	0
	GovDeals, Inc.		Alicia Indrews
			Signature
			Alicia Andrews
			Printed Name
A			Senior Proposal Writer
Address			Position with Company
	100 Capitol Commerce Blvd.	_	
		Official	
	Ste. 110	Authorizing Proposal	Stall
			Signature
	Montgomery, AL 36117	_	Steve Kranzusch
			Printed Name
Phone	334-274-3846	_	Vice President and General Manager
			Position with Company
Fax	334-387-0519		

## **CERTIFICATE OF INTERESTED PARTIES**

FORM **1295** 

1 of 1

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Complete Nos. 1 - 4 and 6 if there are interested parties.  Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.  CERTIFICATION O				
1	of business.		Certificate Number: 2019-502511	
	GovDeals, Inc.	ľ		
2	Montgomery, AL United States		Date Filed:	
2	Name of governmental entity or state agency that is a party to the contract for which the being filed.	e form is	06/10/2019	
	Region 4 Education Service Center		Date Acknowledged:	
3		ack or identify t	he contract, and pro	vide a
	description of the services, goods, or other property to be provided under the contract.		,	
	19-06 Auctioneer Services and Related Projects			
4				f interest
	Name of Interested Party City, State, Country (p	lace of busines		oplicable)
_			Controlling	Intermediary
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5	Check only if there is NO Interested Party.    June 14, 2019   War Notary Public of Ala	Lama	The state of the s	ALAB ANATORIST
_	Concerns expire	s April 11	0 2622	00000444
•	UNSWORN DECLARATION	'	•	
	My name is Steve Kranzusch an	nd my date of bird	th is 4/8/1956	
				·
	My address is100 Capitol Commerce Blvd., Ste. 110,Montgomer			_USA
	(street) (city)	(state	) (zip code)	(country)
I declare under penalty of perjury that the foregoing is true and correct.				
	Executed in Montgomery County, State of Alabama	on the 1/I	th day of I	. 20 19
	Ounty, State of	, on the <u>14</u>	(month)	, 20 <u>_13</u> (year)
			, <u>-</u> ,,	()-0.7
	Str K.			
	Signature of authorized		cting business entity	
_		eclarant)		

## **Texas Government Code 2270 Verification Form**

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Texas Government Code to add Subchapter F, prohibits contracting with a business with Iran, Sudan or a foreign terrorist organization identified on a Texas Comptroller.	com	npany	engaged in
I, Steve Kranzusch . a	S	an	authorized
representative of	•	GI I	4411011204
GovDeals, Inc.		а	contractor
engaged by	—'	G	00111140101
Insert Name of Company			
Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.			
Also, our company is not listed on and we do not do business with compared the compared to the the compared	anies Org	s that anizat	are on the tions found
I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.			
I swear and affirm that the above is true and correct.			
Star Kand		C/1 //	10
Signature of Named Authorized Company Representative		6/14/	Date
• • • •			

Form Revised 10/27/201

## Tab 7 National IPA Response to a National Program

 National IPA Response to a National Program (Appendix D, Exhibits A, F and G)

### SUPPLIER RESPONSE

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

## 3.1 Company

## A. Brief history and description of Supplier.

With the rise of the internet and e-commerce in the late 1990s, government entities began to sell surplus assets on early online auction websites. But these auction resources were designed for peer-to-peer consumer sales, and government entities soon found out that their auctions lacked the transparency and recordkeeping required of public institutions. Limited information about each sale was available, reports were not available for days or even a month, and sellers were expected to ship items to winning bidders.

Procurement officials were frustrated that these factors prevented their government entities from efficiently conducting their surplus sales process in compliance with their disposition policies. This led many government entities to conclude that they had no option but to return to the cumbersome, time-consuming process of live auction events. The online auction idea was a bust.

But a handful of innovative procurement officials and consultants weren't willing to give up so easily. The internet was growing exponentially, and they were convinced that there had to be a better way. These officials teamed up with a group of trusted software developers to explore a concept – an online auction platform built for government, with a full audit trail and real-time sales reports.

The software developers spent a year and a half creating a web-based online auction platform that centered on the procurement officials' needs, including following these basic tenets:

- Provide government sellers with a full audit trail of their auctioned assets, including each stage of the sales process
- Each government seller must be able to put its own Terms and Conditions in place
- Assets must be sold "as is, where is, and without warranty"
- ➤ All reports must be available in real-time
- Current and past auction sales must be viewable by the general public
- > The auction platform must excel at keeping bidder defaults to a minimum
- ➤ Government sellers must be able to require buyers to pick up assets won at auction on a time frame chosen by the seller

After 18 months of software development and testing, the first online auctions were conducted on GovDeals.com in early 2001.

The company's earliest client sellers were pleased that GovDeals satisfied all of their agencies' internal compliance needs, and now the company had to prove that it could achieve equal or better sales results compared to traditional auctioneers.

GovDeals implemented innovative marketing techniques to reach targeted bidders specifically interested in purchasing government surplus assets. To this day, a major part of



GovDeals' service and ultimate success is the promotion of assets through advertising and marketing. Every day, we spend significant effort and funding to maximize competitive bidding for our clients' assets, since competition for surplus assets is directly tied to the revenue the selling governments obtain for these assets. GovDeals' buyer audience has grown to over 750,000 registered and verified active bidders, and our 9-person Marketing Department continues to expand this reach through targeted advertisements, press releases, and other promotion tools.

## Over 12,000 Governments Nationwide Sell Surplus Assets on GovDeals.com



Through the technological innovations of the GovDeals platform and our robust marketing outreach, GovDeals is able to consistently achieve higher net sales results for our clients when compared to any online or live auction vendor, while also helping clients ensure transparency and compliance with surplus disposition policies every step of the way.

GovDeals' headquarters are in Montgomery, AL, where it was founded in 1999. GovDeals was acquired by Liquidity Services, Inc., in 2008. Headquartered in Bethesda, MD, Liquidity Services is a publicly held corporation with stock traded under the call letters LQDT on the NASDAQ stock exchange. Liquidity Services is a debt-free and financially strong corporation that operates several other reverse supply chain online marketplaces in addition to GovDeals. Upon the acquisition, GovDeals quickly became one of Liquidity Services' flagship marketplaces and also one of its most successful.

With our original management team continuing to run the business, GovDeals now has 96 direct full-time employees, with more than half working remotely from the field in order to best serve clients in their local areas. This includes 3 representatives in Texas. In addition to this direct staffing, additional support and substantial resources come from our parent company.

## ① GovDeals' organizational chart is provided on the following page.

Today, more than 12,000 state and local governments have transitioned some or all of their surplus auctions to GovDeals.com, and our company has facilitated the sale of more than 1.7 million government-owned assets/lots for total auction sales surpassing \$2 billion. In Texas alone, over 546 government entities have successfully sold over 62,000 surplus assets/lots for total auction sales exceeding \$88 million.



#### The GovDeals Team

## **Vice President & General Manager**

Steve Kranzusch

Eastern U.S. Business

**Development** 

Mike Baker

Les Bailey

Senior Director, **Client Success** 

Scott Starcher

Development Jeremy Logan

Director, Software

Analysts

Cyndi Stout

Roy Arnold

Sidney Wing

Manager,

**Quality Assurance** 

Kim Manley

**Quality Assurance** 

**Analysts** 

Sharon Corbman

Dawn Rav

Toni Golden

Roberta Sykes

Principal Technician

Jason King

Representatives Colin Bower Coldfusion Andrew Joosten Steve Keubler - AD Programmers/ Stacey Kurtz Scott MacFarland Jeremy Reid

> Sarah Schultz **Inside Business** Development **Representatives** Haile Allison

Miller Parks - AD

Jason Robinson

Bud York Senior Proposal Writer Alicia Andrews

John Tiedt - AD

Senior Manager, **Business Dev. Operations** Christy Logan

Senior Business Dev. Support Specialist Nettie Carter

**Business Development Support Specialists** Magan Hall Lauren Knight

> Conference Coordinator Katy York

Administrative Clerk Nina Phaophongsavath

Western U.S. Business Dev. Manager John Littler

Western U.S. Business Development Representatives

Colin Bower Rob Jordan Ben Van Buskirk Jason Weber Čarol Wollard Tim Pyle

Inside Bus. Dev. Representative John Deatherage

**Director of Business** Development, **State Government** & Higher Education Rebecca Murphy

**Business Dev.** Associate, State Gov't & Higher Ed Jeremy Barfoot

Director of Business Development, Canada Michael Price

**Business Development** Manager, Western Canada Frank Wilson

**Business Development** Associate, Canada Courtney Suthern

Warehouse Manager Mike Presley

Operations Manager Jeff Watkins

Warehouse **Technicians** 

David Baxter Lee Kemp Dartanyon Ruffin Director, Digital Marketing Molly Nations

Marketina Communications **Specialist** Angela Jones

Graphic Designer/ Art Director II Ashley Fox

Marketing Specialist II Stacee Collier

**Marketing Assistants** Maranda Douglas Andrea Hatcher

Rose Taunton Kristin Wallace Ashley Veltjes Xandria Hataway

Senior Finance Manager Beth Davis

**Staff Accountants** 

Whitney Adair Liz Garrison Melanie Schlievert

Accounts Payable Krissy Harp

Accounts Receivable Sandra Champion

> Accounting **Specialists** Jessica Atchley Maribeth West Florabel Wilson



## Client Account **Managers**

Neal Roddy Rick Jones Steve Mort Luciana Goreed Leslie Moseley Ethan Hill Ben Weldon

**Client Services** Manager, Western Simon Petty

## Client Account **Managers**

Kristan Roetker Clyde "Buck" Pelfrey Shannon Jeffers Janice Brammer Jacob Browning Adam Pawsey Jon Speer Scott Mamlock

**Client Services** 

Manager, Northeast

Mark Moritz

Client Account

**Managers** 

Dan Wintermantel

Jim Stuart

John Miller

Greg Thomas

Peter Johns

Brian Davis

William Livingston

Joe Dembek

**Client Services** 

Supervisor

Samantha McCall

**Client Services** 

Help Desk

Katie Anderson

Keila Beverly

Kiah Madison

## Senior Manager, Bidder Help Desk

## Carrie McDowell

**Help Desk Operations** Chivas Dubose Stephanie Whited

**Bidder Investigations** 

Kim Parsons

**Bidder Verifications** Steve Brown Courtney Coleman

**Help Desk Analysts** Christian Johnson Charles White

**Human Resources Business Partner** Brandi Kelsey

Office Administrator Michelle Shadix

## B. Total number and location of sales persons employed by Supplier.

GovDeals currently has 96 direct, full-time employees, including 34 Client Account Managers and Business Development Representatives working remotely from across the United States and Canada to serve government agencies in their respective regions. This includes a nationwide network of sales representatives across 13 U.S. regions and 2 in Canada. Therefore, GovDeals is currently prepared to immediately serve Region 4 and OMNIA Participants, regardless of the agencies' locations or sizes.

GovDeals has 23 salespeople on its Business Development team. Please refer to the map below for their specific locations. Our sales team includes:

- 13 U.S. field-based Regional Business Development Representatives
- 5 Inside Business Development Associates
- 1 National Director of Business Development, State Government and Higher Education
- 1 Director and 1 Manager of Business Development in Canada
- 1 Vice President and 1 Regional Manager of Business Development





## C. Number and location of support centers (if applicable) and location of corporate office.

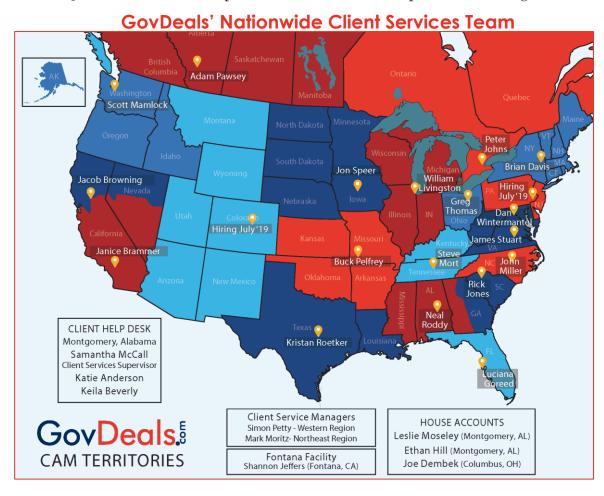
## Client Support

GovDeals will provide personal, hands-on service to each Region 4 and OMNIA Participant locally through a dedicated Client Account Manager and Regional Business Development Representative, as well as a deep commitment to support from our corporate offices in the form of bidder help desk, extensive marketing of assets, accounting, and system upgrades. 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.

GovDeals employs 20 Client Services Representatives as shown on the map below.

- 23 field-based Client Account Managers
- 2 HQ-based Client Account Managers
- 1 Senior Director of Client Success and 2 Regional Client Services Managers
- 2 HQ-based Client Services Representatives on the Client Help Desk and 1 Manager



This large and experienced Client Services team led by Scott Starcher, Senior Director of Client Success, handles support. Their primary mission is initial and ongoing training and implementation, auction monitoring, client support, and promotion of best practices, as well as



ongoing collaboration with the Business Development team and other support teams to create a very engaged client relationship.

Each Region 4/OMNIA participant 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 Mangers will help OMNIA Members manage auction operations on an ongoing basis. Each participant's dedicated Client Account Manager will endeavor to respond within one hour (typically much faster) to all inquiries by the Participant, and will always respond within 24 hours.

When scheduled or as needed, the Client Account Manager will be available for on-site or web-based training and support at no additional cost. The Client Account Manager will visit periodically at the Participant's convenience to promote best practices, provide hands-on service, and to provide training for new employees or existing users.

GovDeals' Client Account Managers may be reached 24/7 via direct cell phone and email. We back up this hands-on, local relationship with robust and experienced staffing in all functional departments at GovDeals' corporate offices. Each Agency will have direct access to our accounting, marketing, and bidder support teams, as well as to GovDeals executive management. Support will be available to the Agencies via phone, email, in-person meetings, webinars, and live chat.

If for any reason, an Agency's assigned Client Account Manager is not immediately available by cell phone or email, the Agency may contact GovDeals' Client Help Desk, staffed by fully trained Client Services Representatives who are available for technical questions, support, and training. The Client Help Desk is available by live chat, toll-free phone, and email, and may provide onsite support when necessary. Live chat and toll-free phone to the Client Help Desk is available Monday through Friday. There is absolutely no additional cost for any technical support or for use of the Help Desk.

## Bidder Support

GovDeals provides bidder support seven days a week from a dedicated service center staffed by 8 experienced GovDeals employees. The Bidder Services Help Desk intakes more than 200 calls, emails, and live chats daily, and this team has a stellar 97% first-call resolution rate. This team endeavors to respond within one hour (typically much faster) to all inquiries by bidders, and they will always respond within one business day.

The Bidder Services Help Desk has employees who are fluent in Spanish, and we have a language service available if we need assistance communicating with a prospective bidder who does not speak English or Spanish.

## D. Annual sales for the three previous fiscal years.

	Total Sales	# of Successful Auctions
FY2018	\$290 million	223,599
FY2017	\$255 million	204,702
FY2016	\$220 million	180,040

## E. Submit FEIN and Dunn & Bradstreet report.

GovDeals' FEIN: 63-1241096 | Liquidity Services, Inc.'s FEIN: 52-2209244 The latest Dun & Bradstreet report for Liquidity Services, Inc., is provided in **Exhibit A**.



## F. Describe any green or environmental initiatives or policies.

GovDeals promotes waste minimization by our 12,000 state and local government clients who utilize our online auction program, which enables out-of-service assets to be reallocated or resold instead of ending up in waste facilities. Since our platform can be used whenever an asset is declared surplus, surplus vehicles no longer must be stored long-term, which decreases the likelihood that oil and other fluids might leak from vehicles and seep into the ground. Additionally, since assets can be sold from where they sit today, emissions produced by transporting and staging vehicles and equipment at auction sites are eliminated. Emissions are further reduced by eliminating the necessity for potential bidders to travel to an auction site. GovDeals' core business is teaching government agencies throughout the United States and Canada about the efficient, sustainable surplus liquidation platform that promotes reallocation and resale to avoid disposing of equipment in landfills.

In our daily operations, GovDeals participates in recycling efforts, double-sided printing, and electronic communication. GovDeals' offices are equipped with motion-sensor lighting in public spaces and traffic areas to minimize electricity overuse. Additionally, all appliances are Energy Star-rated. To minimize use of wasteful individual water bottles, GovDeals provides water coolers and water fountains for employees' use.

## Green Benefits of GovDeals Compared to Live Auctions

- Surplus vehicles no longer must be stored long-term, which decreases the likelihood that oil and other fluids might leak from vehicles and seep into the ground.
- Many assets that may have been considered unsellable via conventional auction methods can now be successfully sold online, thereby reducing landfill loads and increasing revenue.
  - O According to a study by the City of Tampa, FL, 8% to 10% of vehicles that have been sold in the last year via online auction site GovDeals (<u>www.govdeals.com</u>) would have had to be taken to a landfill, as there have typically been no buyers for these types of assets at local auctions and no way to transport them. These assets included wrecked or burned vehicles or vehicles that would have not been sellable via conventional local auctions.
  - o Prior to GovDeals, the City of Tampa would have incurred labor and fuel costs to move these vehicles, as well as landfill charges.
  - There was also the environmental impact of putting these vehicles in a landfill to consider.
  - o Stated Tony McGee with City of Tampa Fleet Management, "These vehicles used to be destined for the landfill. Now we can sell them for parts on GovDeals at prices I would not have imagined. Bottom line is that we are now better stewards for our taxpayers' money, and are good stewards of the environment as well."
- Emissions produced by transporting and staging vehicles and equipment at auction sites are eliminated as assets can be sold as-is from where they are located.
  - o Emissions are further reduced by eliminating the necessity for potential bidders to travel to an auction site.
  - O According to <a href="www.fueleconomy.gov">www.fueleconomy.gov</a>, a gallon of gasoline, when burned, produces 20 lbs. of carbon dioxide. Diesel fuel produces 22 lbs. per gallon when burned.
  - Example: If 250 vehicles averaging 20 miles per gallon traveled an average of 50 miles round-trip to attend a live traditional auction, the carbon footprint impact would be estimated at 12,500 lbs. (50/20 x 20 x 250)/



G. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program.

All work is performed by GovDeals' full-time employees. GovDeals has no need to utilize subcontractors.

H. Describe any historically underutilized business certifications supplier holds and the certifying agency. This may include business enterprises such as minority and women owned, small or disadvantaged, disable veterans, etc.

Not applicable.

I. Describe how supplier differentiates itself from its competitors.

GovDeals.com exists for two primary purposes: to provide a secure platform that fosters the best possible return for government agencies' surplus assets; and to keep control of the auctions where it belongs – right within each government agency. With an easy-to-use seller portal, automatic audit trail, and proactive bidder outreach, GovDeals provides over 12,000 governments with everything needed to conduct auctions and get the most possible value out of the sale, backed up with seamless reporting that follows each asset all the way through the auction cycle, including payment collection and item pickup.

The self-service functionality of the GovDeals platform gives each Agency the ability to conduct auctions at your own pace, depending on the volume of surplus you have at any given time and what else is going on in your schedule. Assets will be auctioned under each Agency's Terms and Conditions, and buyers are responsible for asset removal at the Agency's convenience.

At GovDeals, "self-service" doesn't mean you're on your own. GovDeals will be a true partner with each Agency to enable effective management of each Agency's surplus assets to be liquidated. Each Agency's Client Account Manager will provide on-site training at implementation, but personal service doesn't stop there. Throughout the duration of the contract, the Client Account Manager will be available by direct cell phone and email 24/7 to answer questions, walk users through processes, and provide support. Can't remember a step? Unsure how to set a reserve price? Looking for a report that shows who hasn't yet paid? Wondering if there's a certain day of the week that's best for auction closing? (There is!) Just call or email your Account Manager, and he will get you the answers you need.

We understand that managing surplus asset disposal is probably not an Agency's top priority every day. Most of the 12,000 government entities with whom we've worked would likely say the same thing. Since you have more pressing matters to deal with each day, having a partner in GovDeals means that you don't have to be an expert at auction strategy to get the most money for your surplus assets. And the built-in perpetual audit trail makes accessing sales data a breeze.



## J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

GovDeals, Inc., and Liquidity Services, Inc. have faced no bankruptcy, reorganization, or state investigations of either company or current officers and directors. Information regarding our parent company's ongoing litigation is provided below, excerpted from Liquidity Services, Inc.'s most recent annual 10-K filing with the Securities and Exchange Commission:

From time to time, we may become involved in litigation relating to claims arising in the ordinary course of our business.

## Howard v. Liquidity Services, Inc., et al., Civ. No. 14-1183 (D. D. C. 2014).

On July 14, 2014, Leonard Howard filed a putative class action complaint in the United States District Court for the District of Columbia (the "District Court") against us and our chief executive officer, chief financial officer, and chief accounting officer, on behalf of stockholders who purchased our common stock between February 1, 2012, and May 7, 2014. The complaint alleged that the defendants violated Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 by, among other things, misrepresenting the Company's growth initiative, growth potential and financial and operating conditions, thereby artificially inflating its stock price, and sought unspecified compensatory damages and costs and expenses, including attorneys' and experts' fees. On October 14, 2014, the Court appointed Caisse de Dépôt et Placement du Québec and the Newport News Employees' Retirement Fund as co-lead plaintiffs. The plaintiffs filed an amended complaint on December 15, 2014, which alleged substantially similar claims, but which did not name the chief accounting officer as a defendant. On March 2, 2015, we moved to dismiss the amended complaint for failure to state a claim or plead fraud with the requisite particularity. On March 31, 2016, the Court granted that motion in part and denied it in part. Only the claims related to our retail supply chain group were not dismissed. On May 16, 2016, we answered the amended complaint. Plaintiffs' class certification was granted on September 6, 2017. On June 19, 2018, the parties agreed to settle this action, including to dismiss and release all claims against all defendants, in exchange for the payment by our insurance carriers of \$17 million to plaintiffs and the class. The agreement was submitted to the District Court and preliminarily approved on June 20, 2018. The District Court provided final approval of the settlement on October 5, 2018.

## In re Liquidity Services, Inc. Derivative Litigation, Civ. No. 2017-0080-JTL (Del. Ch. 2017).

On February 2, 2017, plaintiff David Girardi filed a putative derivative complaint in the Court of Chancery of the State of Delaware (the "Court of Chancery"), and on February 7, 2017, plaintiff Harold Slingerland filed a putative derivative complaint in the Court of Chancery. On March 9, 2017, plaintiffs Girardi and Slingerland filed a putative consolidated derivative complaint in the Court of Chancery, purportedly on the Company's behalf. The consolidated complaint named as defendants our Chief Executive Officer and Chief Financial Officer, as well as certain other individuals who served on our Board of Directors between 2012 and 2014, and sought recovery from those individuals, not the Company. The complaint asserted that, among other things, the defendants breached their fiduciary duties to the Company and its stockholders by causing or allowing the Company to make the same misstatements that were alleged in the amended complaint in the Howard action, and for alleged trading in our securities while in possession of material non-public information. The Court of Chancery dismissed the case in November 2017.



Following the dismissal of the putative derivative action discussed above, former plaintiffs Girardi and Slingerland sent us a letter dated January 5, 2018 (the "Shareholder Demand") demanding that the Board of Directors take action to remedy purported breaches of fiduciary duties allegedly related to the claims asserted in the above-discussed securities class action and derivative actions. We acknowledged receipt of the Shareholder Demand on January 22, 2018. Our Board of Directors delegated to a special committee of the Board, comprised of independent directors who are not named in the letter, the tasks of evaluating and formulating recommendations to the Board with respect to, the Shareholder Demand. The special committee retained counsel to assist and advise it in connection with its work. On November 19, 2018, the special committee delivered a report in which it found no basis to assert claims, and recommended that the Board not assert claims against any of the individuals named in the Shareholder Demand. Our Board of Directors met on November 27, 2019 to discuss the findings of the special committee, accepted the recommendation of the special committee and determined to reject the demand.

## K. Felony Conviction Notice: Indicate if the supplier

- a. is a publicly held corporation and this reporting requirement is not applicable;
- b. is not owned or operated by anyone who has been convicted of a felony; or
- c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.
- (a) GovDeals, Inc., is wholly owned by a publicly held corporation.

## L. Describe any debarment or suspension actions taken against supplier

None

## 3.2 Distribution, Logistics

## A. Describe the full line of products and services offered by supplier.

The online auction services solicited by Region 4 and OMNIA are a wonderful reflection of the only business we are in and have been continuously building, providing, and improving since 1999. GovDeals is thoroughly prepared to immediately provide our online auction system and hands-on customer service to OMNIA Participating Agencies. Dedicated GovDeals staff members will serve Participating Agencies on a regular and ongoing basis through on-site service, consultations, marketing planning, and payment collection.

GovDeals will provide Participating Agencies with a turnkey approach to selling government surplus assets via our web-based auction system, www.GovDeals.com, to include self-service ability to post auctions, respond to inquiries, and creating/accessing detailed reports of auction activities and revenue. Participating Agencies may have unlimited user accounts, and access to the GovDeals system can be tailored to the job duties of Agency employees through the use of five security levels, including the ability to require approval from a supervisor before auctions may go live, as well as a "view only" setting that is useful for accounting staff to access sales and reconciliation reports.

Our specialized auction website allows prospective buyers to view unlimited photographs, videos, and thorough descriptions, ask questions, and enter bids for Participating Agencies'



surplus property. The items will be auctioned under each Agency's Terms and Conditions, including Agency-dictated time frames for payment and pickup.

GovDeals' online auction platform and service includes, at no additional cost:

- Robust auction functionality with unlimited user accounts
- Real-time reporting tools within secure account
- 750,000 active GovDeals bidders verified through GovDeals' multi-layer registration process that includes vetting against the anti-terrorist watch list by Amber Road's global trade management software
- Extensive marketing outreach to targeted bidders at GovDeals' expense drives competitive bidding, increasing the final selling price of Participating Agencies' auctioned assets!
- Hands-on training for as many employees as desired; initial and ongoing training and updates
- Personal service by each Participating Agency's locally based Client Account Managers with 24/7 on-call availability; on-site and remote support will be provided on demand
- B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

GovDeals currently has 96 direct, full-time employees, including over 35 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 currently prepared to immediately serve OMNIA Participating Agencies, regardless of the agencies' locations or sizes.

While we don't currently have teams serving U.S. Territories and Outlying Areas, we are amenable to supporting agencies in these locations through remote training and service.

C. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

All services will be provided by GovDeals, Inc., and our parent company, Liquidity Services, Inc.

D. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

GovDeals does not provide commodities; therefore, distribution facilities, warehouses, and retail network is not applicable. Please see **Items 3.1. (B) and 3.1. (C)** for an overview of our company's client support network.

## 3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the



Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

- Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
- ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

GovDeals is uniquely positioned to serve Region 4 and OMNIA Participating Agencies with an experienced staff and robust service that matches OMNIA's public sector space and government agencies' needs. As GovDeals and OMNIA grow, our company is immediately scalable to serve Participating Agencies in all 50 U.S. states and across Canada without any compromise in service.

The executive management team at GovDeals, led by its Vice President and General Manager, Steve Kranzusch, will enthusiastically endorse and sponsor the Region 4/OMNIA contract if awarded. Although we are unable to commit to endorsing an OMNIA award as our *primary* contracting tool, it will be promoted equally with our other two principal awards. Our extensive cooperative award experience and knowledgeable teams are already in place throughout the U.S. and Canada to enable GovDeals to immediately leverage this award with the following highlighted activities:

- Email from Steve Kranzusch to all GovDeals employees announcing the award, the management team's commitment to successfully leveraging it, and an outline and timeline to aggressively implement and go-to-market with renewed business development strategies; Review the contract deliverables with the appropriate GovDeals teams (i.e. Marketing, IT, Client Services, Business Development, Accounting, etc.)
- Set up Region 4/OMNIA's GovDeals account, including operation of our partner functionality within the GovDeals Help Desk Utility that provides tracking and documentation for all aspects of a cooperative award. This effort is led by a dedicated management team member, Christy Logan Senior Manager Business Development Operations. Christy also leads the Business Development Support team that will onboard all new OMNIA members using the award.
- For 18 years, GovDeals' only business has been delivering a remarkable online surplus disposition system to state and local governments in the U.S. and Canada. Therefore, there is no confusion or competing priorities relative to selling to private businesses. This allows a single focus for the management, business development, and functional support teams; as well as no bundling or use of third-party service providers to create distractions or shifting priorities due to market conditions such as the economy. GovDeals' entire success is dependent upon one service deliverable, and our employees are dedicated to ensuring our Clients' goals are reached.
- GovDeals currently has 96 direct, full-time employees, including over 35 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 currently prepared to immediately serve OMNIA Participating Agencies, regardless of the agencies' locations or sizes.



- GovDeals' Business Development and Client Account Manager teams meet in the spring and the fall each year, and we would welcome the opportunity to invite the OMNIA team for a vendor training session.
- The experienced GovDeals management and functional teams are already in place nationally, and sales and service to OMNIA's Participating Agencies will be direct and seamless.
- Rather than outlining plans for growth and expansion if awarded, GovDeals already
  has the national teams and resources in place to serve OMNIA's entire Participating
  Agency public entities.
- The partnership with the OMNIA team will be enthusiastically embraced at GovDeals.
- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
  - Creation and distribution of a co-branded press release to trade publications
  - ii. Announcement, contract details and contact information published on the Supplier's website within first 90 days
  - iii. Design, publication and distribution of co-branded marketing materials within first 90 days
  - iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
  - v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
  - vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
  - vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
  - viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
    - OMNIA Partners standard logo:
    - Copy of original Request for Proposal;



- Copy of contract and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners' website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners

For 18 years, GovDeals' only business has been delivering a remarkable online surplus disposition product to state and local governments in the US and Canada. There is no confusion or competing priorities relative to selling to private businesses. This allows a single focus for the management, business development and functional support teams; as well as no bundling or use of third-party service providers to create distractions or shifting priorities due to market conditions such as the economy. GovDeals' entire success is dependent on this service deliverable.

- A conference call will be scheduled within 1 week of award to review the key elements of the award and reiterate our commitment and strategy with the Business Development team led by Vice President and General Manager Steve Kranzusch.
- The Senior Director of Client Success will be included on this call, and he will then conduct a parallel conference call focusing on the working processes of onboarding new OMNIA clients.
- As there are no changes to the pricing or service offered by GovDeals, we expect no delay in actively selling the contract nationwide and in Canada.
- Of note, the next opportunity to meet face-to-face with the Business Development and Client Services teams is in October/November when both teams have annual meetings.

GovDeals will market this contract as follows:

- Promotion by the 30+ field-based sales and Client Account Managers
- Promotion at the 140+ national, regional and local trade shows and seminars we attend annually
- Encouraging cooperative contract utilization when responding to solicitations
- Promotion through our formal consulting representation by Government Sourcing Solutions (GSS)
- C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.



Within 2 weeks of contract signing (or as otherwise directed), GovDeals will contact each agency utilizing Region 4's current contract to facilitate transition to the new OMNIA cooperative contract. The first step of this process will be developing communication and informational material to deliver to Region 4's current cooperative agencies outlining the benefits and the simplicity of this transition. Soon after delivery of this contract marketing material, GovDeals' 17-member Business Development team will provide personal follow-up with these entities to answer any questions they may have.

The transition process will include thorough training at each agency's convenience, documentation, and strategy development as outlined in various sections of this proposal. Implementation and training for Region 4 and each of its cooperative agencies will be performed independently by their dedicated Client Account Managers and will be customized according to each entity's unique needs.

Although we hold several cooperative purchasing contracts, these agreements do not limit our promotion of other contracts. Our national and regional cooperatives include:

- Sourcewell
- NASPO ValuePoint
- BuyBoard (Texas Association of School Boards)
- TIPS USA
- NPPGov
- Kinetic GPO (Canada)
- Sourcewell Canada
- Chesterfield County, VA
- Knox County, TN
- Pinellas County, FL
- D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

Yes, GovDeals consents to providing its logo to OMNIA Partners and will provide permission for reproduction of the logo for marketing and promotional purposes. GovDeals further agrees to only utilize OMNIA Partners' logo with permission.

- E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:
  - Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
  - ii. Best government pricing
  - iii. No cost to participate
  - iv. Non-exclusive contract

Agreed.



- F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:
  - i. Key features of Master Agreement
  - ii. Working knowledge of the solicitation process
  - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
  - iv. Knowledge of benefits of the use of cooperative contracts

Agreed, as this will be a very seamless transition for a state and local government-only focused team with years of experience leveraging cooperative procurement.

## G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

i. Executive Support

Steve Kranzusch | Vice President and General Manager <a href="mailto:skranzusch@govdeals.com">skranzusch@govdeals.com</a> | 334-462-3962

## ii. Marketing

Molly Nations | Director of Digital Marketing mnations@govdeals.com | 334-387-0475

#### iii. Sales

John Littler | Western U.S. Business Development Manager ilittler@govdeals.com | 503-278-6254

## iv. Sales Support

Christy Logan | Senior Manager Business Development Operations clogan@govdeals.com | 334-462-0414

## v. Financial Reporting

Christy Logan | Senior Manager Business Development Operations <u>clogan@govdeals.com</u> | 334-462-0414

## vi. Accounts Payable

Beth Davis | Senior Finance Manager bdavis@govdeals.com | 800-613-0156 Ext. 4457

## vii. Contracts

Alicia Andrews | Senior Proposal Writer vendor@govdeals.com | 334-274-3846



# H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Referring to previous *Item 3.1 b.* (above), the heart of GovDeals' Business Development team is a field-based group of experienced regional reps responsible for local government entity business development in exclusive regions. Each is responsible for meeting budgeted goals with include new client adoption, sales and expense/travel budgeting. Regional reps leverage face-to-face, email and telephone sales communication, trade shows, local/regional sponsorships and other functional GovDeals teams such as marketing, sales support, and accounting to deliver the GovDeals service. Their most significant day-to-day company relationship is with their field-based Client Account Managers in support of our clients.

Understanding that any client that does not sell all of their surplus on GovDeals.com is a "prospect" for those items, the working relationship needed to drive utilization of what is typically an at-will service rests squarely with the Sales/Service teams in the field.

Overlaying the regional rep strategy is our go-to-market program for state government level and higher education clients and prospects. This space is the responsibility of our National Director – State Government and Higher Ed working exclusively with these entities. An Inside Business Development Associate, responsible for research, presentation development, outreach and other responsibilities to increase the Director's effectiveness, directly supports this national role.

All direct, field-based sales reps (and Client Account Managers) are compensated by salary and commission, have company-provided transportation and travel/expense budgets that allow for extensive strategic travel.

Philosophically, the company provides extensive support at the home office level with experienced and properly scaled Sales Support, Marketing, Accounting, Bidder Services, Conference Planning and Proposal Writing staffs to allow business development to be their priority.

The business development, sales support, conference planning and proposal writing teams report to Steve Kranzusch, Vice President and General Manager. He is the highest-level executive in charge of the sales team. Steve joined GovDeals in August 2004 when we had 342 clients and \$10MM annual sales.

Steve can be reached by email at <a href="mailto:skranzusch@govdeals.com">skranzusch@govdeals.com</a> or by phone at 334-462-3962.

## I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

It is our impression the OMNIA and GovDeals teams are very well aligned in both size and scope. We would certainly defer to OMNIA's experience and timing relative to onboarding a new contract, but generally would offer the following points:

- Provide training to OMNIA teams about the GovDeals service and value proposition, to include talking points and strategies;
- Create awareness of team alignment and make introductions;
- Look for quick opportunities to connect in the field and make join sales visits;
- Look for opportunities for OMNIA staff to attend an implementation/new client training;



- Share a well-documented and proven process/policy designed to facilitate support and communication in a joint/dual team sales approach;
- Work to develop trusting, professional and proactive relationships within the teams.
- J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

Based on several years' experience working with other cooperatives and external relationships, GovDeals has developed documented processes supported by internal system functionality to establish, support, track, manage and report all activities relative to contract success.

Accounts will be set up the same day pertinent information is received, and the onboarding begins immediately through documented processes led by an experienced Sales Support and Client Account team. There will be very little, if any, learning curve beyond getting to know counterparts across companies. We really enjoy what we do and have a servant's mentality. This should make for a remarkable partnership.

K. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

In fiscal year 2018, GovDeals experienced Public Agency GMV (gross merchandise volume) exceeding \$290 million. Our top 10 public agency clients during FY2018 were:

Public Agency Client	FY18 GMV	Contact	Phone & Email
State of Washington	\$8.9 million	Mimi Limmeroth	360-407-1926
			mimi.limmeroth@des.wa.gov
USPS	\$6.8 million	Shannon Howell	202-268-2226
			shannon.g.howell@usps.gov
State of South Carolina	\$6.6 million	Randall Nine	803-896-6891
			randall.nine@admin.sc.gov
State of Georgia	\$4.9 million	Steve Ekin	404-656-6871
			steven.ekin@doas.ga.gov
Denver City and County,	\$2.9 million	Kris Deutmeyer	720-913-8247
CO			Kristopher.deutmeyer@denvergov.org
Virginia Beach, VA	\$2.7 million	Sharon Ratcliff	757-385-8276
			sratcliff@vbgov.com
Miami-Dade County, FL	\$2.5 million	Terrence Thompson	305-392-3752
			terrt@miamidade.gov
State of Missouri	\$2.4 million	Lee Ann Braun	573-751-3415
			leeann.braun@oa.mo.gov
City of Jacksonville, FL	\$2.3 million	Rodney T. Booker	904-387-8849
			rbooker@coj.net
State of Tennessee	\$2.2 million	Billy Farmer	615-532-9077
			property.utilization@tn.gov

L. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including



## <u>Auctioneer Services and Re</u>lated Products

## description of multiple platforms that may be used for any of these functions.

GovDeals averages 9,000 active auctions on our website each day. GovDeals is designed to be utilized on an as-needed basis to facilitate the efficient and fast turnover of surplus assets large and small, preventing a backlog of items from sitting in storage or – literally and figuratively – getting in the way of your staff's productivity. The GovDeals system is built to routinely host thousands upon thousands of auction listings at any given time, as well as to accept and record financial transactions 24 hours per day.

Multiple security procedures are in place to provide data security and website reliability for GovDeals' clients. All traffic is encrypted via verified certificate authority (CA) certificate providing HTTP/S tunnels and guarding all customer data in transmission. In addition, all passwords and sensitive data are stored in a well-guarded facility that is staffed 24 hours a day, 7 days a week, providing access to the datacenter only with prior approval, biometric PIN and government-issued identification.

GovDeals employs many systems to ensure that its operations are secure from hacking or other disruption. These security systems include:

- LANDesk integrated with Kaspersky Anti-Virus, providing system patching and antivirus protection
- AlertLogic Log Manager and Threat Manager, providing daily analysis of infrastructure data and intrusion-detection systems backed up by a 24/7 Security Operations Center for constant monitoring
- Nessus and Qualys, providing internal weekly and monthly scans

The GovDeals system and website exist in a fully redundant environment. The site is load-balanced across multiple servers and is a true four-tier architecture. The infrastructure is hosted on the Microsoft Azure cloud platform, ensuring all data is replicated 3 times and there are no single points of failure in the underlying infrastructure. Application and infrastructure testing are done prior to releases in development, test, and stage environments to ensure the stability of the site and the infrastructure.

GovDeals utilizes multiple internal and external notification systems to ensure that the appropriate people are notified if there are any warnings, critical issues, or other matters that need immediate attention 24 hours a day, 7 days a week, and 365 days a year.

- M. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").
  - \$<u>0</u>.00 in year one
  - \$<u>0</u>.00 in year two
  - \$\_\_\_0\_\_\_.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

Agreed. GovDeals does not commit to any guaranteed contract sales amount.



## Auctioneer Services and Related Products

- N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.
  - i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
  - iii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
  - iv. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
  - v. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Agreed.



#### **OMNIA PARTNERS EXHIBITS**

#### EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

## 1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

### 1.1 Requirement

Region 4 ESC (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners"), is requesting proposals for auctioneer services and related products. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal ("Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners' cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners' requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

#### 1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies

through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

Suppliers are required to pay an administrative fee of 10% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B).

#### 1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$20 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

#### 1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through Utilization of the Master Agreement by Participating Public OMNIA Partners. Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and OMNIA Partners shall agree. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses. historically underutilized business, governing law, etc.). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Contract if the purchase order is issued prior to the expiration of the Contract. Supplier is responsible for reporting all sales and paying the applicable administrative fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

#### 1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies:
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

#### 2.0 Representations and Covenants

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

#### 2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

#### 2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

#### 2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

#### 3.0 SUPPLIER RESPONSE

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

#### 3.1 Company

- A. Brief history and description of Supplier.
- B. Total number and location of sales persons employed by Supplier.
- C. Number and location of support centers (if applicable) and location of corporate office.

- D. Annual sales for the three previous fiscal years.
- E. Submit FEIN and Dunn & Bradstreet report.
- F. Describe any green or environmental initiatives or policies.
- G. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program.
- H. Describe any historically underutilized business certifications supplier holds and the certifying agency. This may include business enterprises such as minority and women owned, small or disadvantaged, disable veterans, etc.
- I. Describe how supplier differentiates itself from its competitors.
- J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.
- K. Felony Conviction Notice: Indicate if the supplier
  - a. is a publicly held corporation and this reporting requirement is not applicable;
  - is not owned or operated by anyone who has been convicted of a felony;
     or
  - c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.
- L. Describe any debarment or suspension actions taken against supplier

#### 3.2 Distribution, Logistics

- A. Describe the full line of products and services offered by supplier.
- B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.
- C. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
- D. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

#### 3.3 Marketing and Sales

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:
  - i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
  - ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days
- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
  - i. Creation and distribution of a co-branded press release to trade publications
  - ii. Announcement, contract details and contact information published on the Supplier's website within first 90 days

- iii. Design, publication and distribution of co-branded marketing materials within first 90 days
- iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
- v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
- vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
- vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
- viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
  - OMNIA Partners standard logo;
  - Copy of original Request for Proposal;
  - Copy of contract and amendments between Principal Procurement Agency and Supplier;
  - Summary of Products and pricing;
  - Marketing Materials
  - Electronic link to OMNIA Partners' website including the online registration page;
  - A dedicated toll-free number and email address for OMNIA Partners
- C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.
- D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.
- E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:
  - Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
  - ii. Best government pricing
  - iii. No cost to participate
  - iv. Non-exclusive contract

- F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:
  - i. Key features of Master Agreement
  - ii. Working knowledge of the solicitation process
  - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
  - v. Knowledge of benefits of the use of cooperative contracts
- G. Provide the name, title, email and phone number for the person(s), who will be responsible for:
  - i. Executive Support
  - ii. Marketing
  - iii. Sales
  - iv. Sales Support
  - v. Financial Reporting
  - vi. Accounts Payable
  - vii. Contracts
- H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.
- I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.
- J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.
- K. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.
- L. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.
- M. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

\$ 00 in year one
\$ 00 in year two
\$ 00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances

where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
- ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

#### **OMNIA PARTNERS EXHIBITS EXHIBIT F- FEDERAL FUNDS CERTIFICATIONS**

#### FEDERAL CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned with proposal.

The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for of

any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.
APPENDIX II TO 2 CFR PART 200
(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.
Does offeror agree? YESInitials of Authorized Representative of offeror
(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)
Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participating Agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if Participating Agency believes, in its sole discretion that it is in the best interest of Participating Agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by Participating Agency as of the termination date if the contract is terminated for convenience of Participating Agency. Any award under this procurement process is not exclusive and Participating Agency reserves the right to purchase goods and services from other offerors when it is in Participating Agency's best interest.  Does offeror agree? YES
(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 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 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.
Does offeror agree to abide by the above? YESInitials of Authorized Representative of offeror
(D) Davis-Bacon Act, as amended (40 IISC 3141-3148). When required by Fodors I

J.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 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted

# OMNIA PARTNERS EXHIBITS EXHIBIT F- FEDERAL FUNDS CERTIFICATIONS

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 CFR Part 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.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.
Does offeror agree? YESInitials of Authorized Representative of offeror
(E) 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 CFR Part 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.
Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.
Does offeror agree? YESInitials of Authorized Representative of offeror
(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §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 CFR Part 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.
Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.
Does offeror agree? YESInitials of Authorized Representative of offeror
(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires 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).

# OMNIA PARTNERS EXHIBITS EXHIBIT F- FEDERAL FUNDS CERTIFICATIONS

	the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.
	Does offeror agree? YESInitials of Authorized Representative of offeror
	(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 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 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 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.
	Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.
	Does offeror agree? YESInitials of Authorized Representative of offeror
	(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not 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. Each tier must also 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.
()	Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:  (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.  (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.  3) The undersigned shall require that the language of this certification be included in the award documents for all covered auchoracy and second shall require that the language of this certification be included in the award documents for all covered accordingly.  Initials of Authorized Representative of offeror second solutions.
_	RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS
0	When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror ertifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that fferor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees ubmit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
D	oes offeror agree? YESInitials of Authorized Representative of offeror

# OMNIA PARTNERS EXHIBITS EXHIBIT F- FEDERAL FUNDS CERTIFICATIONS

CERTIFICATION OF COMPLIANCE WITH THE TAXES
CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT
When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will 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 (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).
Does offeror agree? YESInitials of Authorized Representative of offeror
CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS
To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.
Does offeror agree? YESInitials of Authorized Representative of offeror
PROCUREMENT OF RECOVERED MATERIALS REQUIREMENTS FOR - 2 C.F.R. §200.322
Participating Agency 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 CFR part 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  Does Vendor agree? YES
CERTIFICATION OF ACCESS TO RECORDS - 2 C.F.R. § 200.336
Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any books, documents, papers and records of offeror that are directly pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.  Does offeror agree? YES
CERTIFICATION OF AFFORDABLE CARE ACT
Offeror understands and agrees that it shall be solely responsible for compliance with the patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care and Education Reconciliation Act 111-152 (collectively the Affordable Care Act "ACA"). The Offeror shall bear sole responsibility for providing health care benefits for its employees who provide services as required by Federal law.  Does offeror agree? YES
CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS
Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.
Does offeror agree? YESInitials of Authorized Representative of offeror

Offeror's Name: GovDeals, Inc.	
Address, City, State, and Zip Code: 100 Capitol Comm	erce Blvd., Ste. 110, Montgomery, AL 36117
Phone Number: 334-274-3846	Fax Number: 334-387-0519
Printed Name and Title of Authorized Representative Stev	
Email Address: _vendor@govdeals.com	
Signature of Authorized Representative:	Date: 6/14/19

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as

specifically noted above.

DOC #1

# OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: GovDe	als, Inc.	
Street: 100 Capitol Commer	rce Blvd., Ste. 110	
City, State, Zip Code: _M	Iontgomery, AL 36117	
Complete as appropriate	:	
	that there are no next are	owner of
incorporated, and the prov	, that there are no partners and isions of N.J.S. 52:25-24.2 do not apply.	the business is not
	OP.	
/	a nartner	
in	, do hereby certify that the following is a	list of all individual
partners who own a 10% o	, a partner, do hereby certify that the following is a larger attention of partnership, there is also set for the the	e (1) or more of the
THE STOCKHOIDERS HORDING TO	J% Of MOTE Of that comoration's stock or the indivi	dual partners
owning 10% or greater inte	rest in that partnership.	and partitory
I Store Vacant	OR:	
CovDools Inc	, an authorized representa , a corporation, do hereby certify that the following	tive of
names and addresses of a	, a corporation, do hereby certify that the following	g is a list of the
partnership that there is all	nat if one (1) or more of such stockholders is itself	a corporation or
10% or more of the corpora	so set forth the names and addresses of the stock tion's stock or the individual partners owning a 10	holders holding
interest in that partnership.	mon's stock of the individual partners owning a 10	% or greater
•		
(Note: If there are no partn	ers or stockholders owning 10% or more intere	et indicata nama \
Name	Address	Interest
		Interest
Liquidity Services, Inc. (LSI)	6931 Arlington Rd., Ste. 200, Bethesda, MD 20814	100%
William P. Angrick III	6931 Arlington Rd., Ste. 200, Bethesda, MD 20814	16.6% of LSI
BlackRock, Inc.	55 East 52nd St., New York, NY 10055	11.6% of LSI
I from a market the state of		36
the hest of my knowledge a	ments and information contained herein, are comp	plete and correct to
the best of my knowledge a	na belier.	
6/14/19	- L	
Date	Vice Preside	nt and General Manager
- M 0 M	Authorized Sig	nature and Title

DOC #2

## **NON-COLLUSION AFFIDAVIT**

Company Name: GovDeals, Inc.	
Street: 100 Capitol Commerce Blvd., Ste. 110	
City, State, Zip Code: Montgomery, AL 36117	
State of Alabama	
County ofMontgomery	
I, Steve Kranzusch of the	City of Montgomery
Name	City
in the County of Montgomery	State of Alabama
of full age, being duly sworn according to law on my	oath depose and say that:
I am the Vice President and General Manager of the firm of	GovDeals, Inc.
Title	Company Name
entered into any agreement, participated in any collucompetitive bidding in connection with the above propand in this affidavit are true and correct, and made	es or public work specified under the attached proposal, ty to do so; that said Offeror has not directly or indirectly usion, or otherwise taken any action in restraint of free, posal, and that all statements contained in said proposal with full knowledge that relies upon the truth of the ments contained in this affidavit in awarding the contract
I further warrant that no person or selling agency ha contract upon an agreement or understanding for a except bona fide employees or bona fide established	as been employed or retained to solicit or secure such commission, percentage, brokerage or contingent fee, commercial or selling agencies maintained by
GovDeals, Inc. Company Name	Vice President & General Manager Authorized Signature & Title
Subscribed and sworn before me	
this 14th day of June, 20 19  Notary Public of State of Alabama	Service Control of the service of th
My commission expires April 10 , 20 22	3 2 1 3 4

DOC #3

### **AFFIRMATIVE ACTION AFFIDAVIT**

(P.L. 1975, C.127)

(112.1010)
Company Name: _GovDeals, Inc.
Street: 100 Capitol Commerce Blvd., Ste. 110
City, State, Zip Code: Montgomery, AL 36117
Proposal Certification:
Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.
Required Affirmative Action Evidence:
Procurement, Professional & Service Contracts (Exhibit A)  Vendors must submit with proposal:
1. A photo copy of their Federal Letter of Affirmative Action Plan Approval
OR
A photo copy of their <u>Certificate of Employee Information Report</u> OR
3. A complete Affirmative Action Employee Information Report (AA302)
Public Work - Over \$50,000 Total Project Cost:
A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form
AA201-A upon receipt from the
B. Approved Federal or New Jersey Plan – certificate enclosed
I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.
Date Vice President and General Manager  Authorized Signature and Title
Tation Loa dignature and Title

Certification

39218

## CERTIFICATE OF EMPLOYEE INFORMATION REPORT

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to 1. N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved sale report. This approval will remain in effect for the period of 15-0CT-2018 to 15-0CT-2021

GOV DEALS, INC. 100 CAPITOL COMMERCE BLVD. #110 MONTGOMERY AL 36117

ELIZABETH MAHER MUOIO State Treasurer Doc #4, continued

# OMNIA PARTNERS EXHIBITS EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.						
	Part I – Vendor Information					
	Vendor Name: GovDeals, Inc.					
	Commerce Blvd., Ste. 110					
City: Montgomery	State: AL	Zip: 36117				
The undersigned being auth compliance with the provision this form.	norized to certify, hereby certons of N.J.S.A. 19:44A-20.26	ifies that the submission and as represented b	on provided herein re y the Instructions acc	presents companying		
	Steve Kranzusch		d General Manager			
Signature	Printed Name	Title				
Part II – Contribution Disclosure  Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.						
Check here if disclosure	e is provided in electronic for	m		7100 7100 7100 7100 7100 7100 7100 7100		
Contributor Name	Treospicit traile   Date   Dollar Amolini					
None			\$			
				_		
				-		
				-		

	Check here if the	information is	continued	on s	subsequent	page(s)
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Requirements for National Cooperative Contract Page 46 of 74 Doc #4, continued

# OMNIA PARTNERS EXHIBITS EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

# List of Agencies with Elected Officials Required for Political Contribution Disclosure N.J.S.A. 19:44A-20.26

**County Name:** 

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

DOC #5

### STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:					
I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.  OR					
I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.					
Check the box that represents the type of bu	siness organization:				
	Sole Proprietorship				
Limited Partnership Limited Liability Co	prporation Limited Liability Partnership				
Subchapter S Corporation					
Sign and notarize the form below, and, if neces	sary, complete the stockholder list below.				
Stockholders:					
Name: Liquidity Services, Inc.	Name: William P. Angrick III				
Home Address: 6931 Arlington Rd. Bethesda, MD 20814	Home Address: 6931 Arlington Rd. Bethesda, MD 20814				
Name: BlackRock, Inc.	Name:				
Home Address: 55 East 52nd St. New York, NY 10055	Home Address:				
Name:	Name:				
Home Address:	Home Address:				
Subscribed and sworn before me this <u>14th</u> day of					
	(Affiant)				
(Notary Public) Hrea Shew	Steve Kranzusch, Vice President & General Mgr.				
My Commission expires: April 10, 2022	(Print name & title of affiant)				
A A CO	(Corporate Seal)				

NOTAR STATE ATTACHMENT

Requirements for National Cooperative Contract Page 48 of 74

### STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Quote Number: 19-06

Bidder/Offeror: GovDeals, Inc.

# PART 1: CERTIFICATION

	BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.								
	FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.								
	Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <a href="http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf">http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf</a> . Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposa non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party								
	EASE CHECK THE APPROPRIATE BOX:								
	I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury"s list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and								
	<u>OR</u>								
	l am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.								
	You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.  EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.								
	Name Relationship to Bidder/Offeror								
	Description of Activities								
	Duration of Engagement Anticipated Cessation Date								
	Bidder/Offeror Contact Name Contact Phone Number								
	ADD AN ADDITIONAL, ACTIVITIES ENTRY								
ai ai th m	iffication: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity, astion from the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing of the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and inforceable.								
F	Name (Print): Steve Kranzusch Signature:								
T	Vice President and General Manager Date: 6/14/19								

DPP Standard Forms Packet 11/2013



# STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:

**GOVDEALS INC** 

**Trade Name:** 

Address:

5907 CARMICHAEL PLACE

MONTGOMERY, AL 36117-2346

**Certificate Number:** 

1274267

**Effective Date:** 

October 23, 2006

Date of Issuance:

May 03, 2019

For Office Use Only:

20190503155315414

### **Exhibit A**

# **Dun & Bradstreet Report**

Our company's most recent Dun & Bradstreet Report is attached.





### GOVDEALS, INC. DUNS: 16-787-4309

#### Dashboard

Address:

100 Capitol Commerce Blvd Ste 110
Montgomery, AL 36117

Mailing Address:

Fax:

Phone:
(800) 613-0156

CSUBSIDIARY OF LIQUIDITY
SERVICES, INC., BETHESDA, MD)

Fax:

URL:
www.liquidation.com

Location Type:
Single location subsidiary

Scores						
PAYDEX®	Delinquency Predictor		Financia Stress		Credit Limit Rec.	DandB Rating
Score	Score 575	Class 2	Score 1547 ▲	Class	Recommendation \$50K	Rating 1R2

#### **Payments Summary**

**Current** 80 Equal to generally within terms

PAYDEX®:

Industry Median: 79 Equal to 2 DAYS BEYOND terms

Total payment Experiences in D&Bs File (HQ): 30
Payments Within Terms (not dollar weighted): 100%
Average Highest Credit: 2,031
Largest High Credit: 7,500
Highest Now Owing: 5,000
Highest Past Due: 250

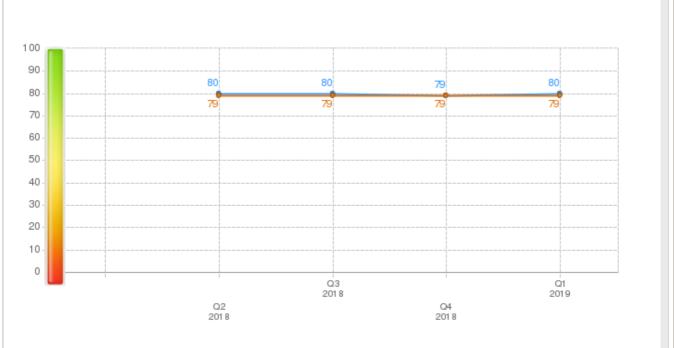
#### **Scores**



Total (Last 12 Months): 30								
Date ▼	Paying Record	High Credit	Now Owes	Past Due	Selling Terms	Last sale w/f (Mo.)		
05/2019	Ppt	\$7,500	\$5,000	\$0		1 mo		
05/2019	Ppt	\$2,500	\$2,500	\$250		1 mo		
05/2019	Ppt	\$1,000	\$1,000	\$0		1 mo		
05/2019	Ppt	\$1,000	\$0	\$0		1 mo		
05/2019	Ppt	\$1,000	\$1,000	\$0		1 mo		

Key								
PAYDEX®	Payment Practices	PAYDEX®	Payment Practices					
100	Anticipate	40	60 Days Beyond Terms					
90	Discount	30	90 Days Beyond Terms					
80	Prompt	20	120 Days Beyond Terms					
70	15 Days Beyond	1-19	Over 120 Days Beyond Terms					
60	22 Days Beyond Terms	UN	Unavailable					
50	30 Days Beyond Terms							

#### Trending & Industry Comparison



#### • This Company (80) • Industry Median: (79)

	Jun 2018	Jul 2018	Aug 2018	Sep 2018	Oct 2018	Nov 2018	Dec 2018	Jan 2019	Feb 2019	Mar 2019	Apr 2019	May 2019
This Company	80	80	80	80	80	80	79	79	79	79	80	80
Industry Quartiles												
Upper	80			80			80			80		
Medium	79			79			79			79		
Lower	71			72			71			71		

Based on payments collected over the last 4 quarters.

- Current PAYDEX® for this business is 80 , or equal to ON TERMS
- The 12-month high is 80 , or equal to ON TERMS terms.

- The 12-month low is 79, or equal to 2 days beyond terms.
- The present industry median score is 79, or equal to 2 days beyond terms.
- Industry upper quartile represents the performance of the payers in the 75th percentile
- Industry lower quartile represents the performance of the payers in the 25th percentile

#### **Delinquency Predictor Score**

Score

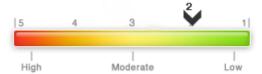
Class

Percentile

**575** 

89%

Moderate risk of severe payment delinquency over next 12 months



#### **Understanding My Score**

#### **Incidence of Delinquent Payment:**

Among Companies with this Classification:

2.50%

Average compared to business in D&Bs database:

10.20%

# of Trade experiences exist for this company:

30

#### **Factors Affecting Your Score:**

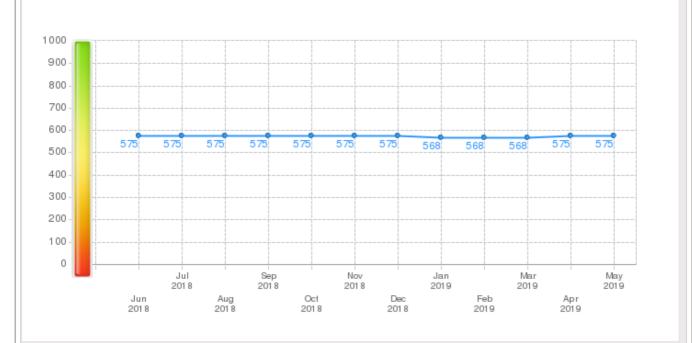
Higher risk industry based on delinquency rates for this industry

#### Notes:

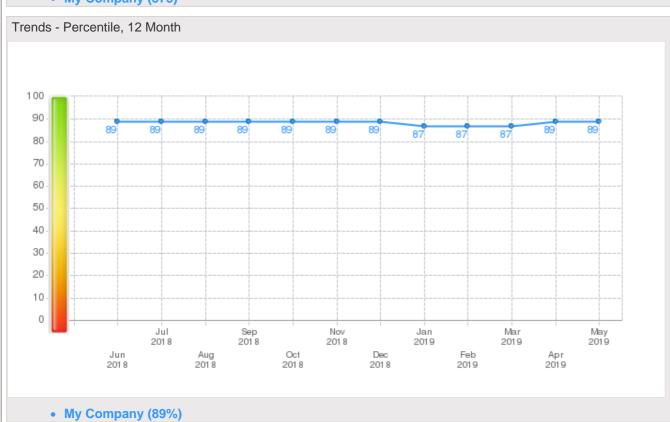
- The Delinquency Predictor Score Risk Class indicates that this firm shares some of the same business and financial characteristics of other companies with this classification. It does not mean the firm will necessarily experience severe delinquency.
- The probability of delinquency shows the percentage of firms in a given percentile that are likely to pay creditors in a severely delinquent manner. The average probability of delinquency is based on businesses in D&B's database and is provided for comparative purposes.
- The Delinquency Predictor Score percentile reflects the relative ranking of a firm among all scorable companies in D&B's file.
- The Delinquency Predictor Score offers a more precise measure of the level of risk than the Risk Class and Percentile. It is especially helpful to customers using a scorecard approach to determining overall business performance.

Key			
Score	Class	Percentile	Incidence of Delinquency
482 - 670	1	91 - 100	6.0%
451 - 481	2	71-90	10.6%
404-450	3	31-70	18.4%
351-403	4	11-30	31.5%
1-350	5	1-10	70.0%

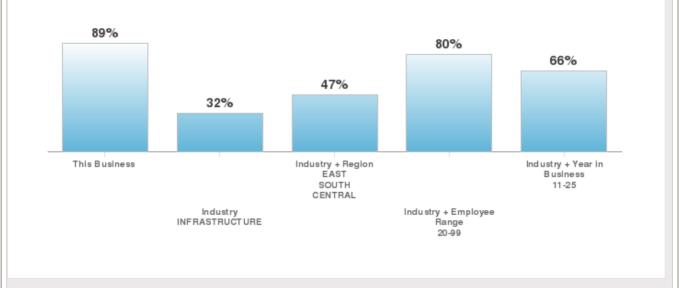
Trends - Scores, 12 Month



#### • My Company (575)



**Industry Comparison** 



This business has a Credit Score Percentile that shows:

- Lower risk than other companies in the same region.
- Lower risk than other companies in the same industry.
- Lower risk than other companies in the same employee size range.
- Lower risk than other companies with a comparable number of years in business.

#### Financial Stress Score

Score

Class

Nat'l %

**1547** 

88%

Moderate risk of severe financial stress, such as a bankruptcy, over the next 12 months



#### Understanding My Score

#### **Incidence of Financial Stress:**

0.09% Among Companies with this Classification:

0.48% Average compared to business in D&Bs database:

# of Trade experiences exist for this company: 30

#### **Factors Affecting This Company's Score:**

Low proportion of satisfactory payment experiences to total payment experiences.

Business does not own facilities.

Higher risk legal structure.

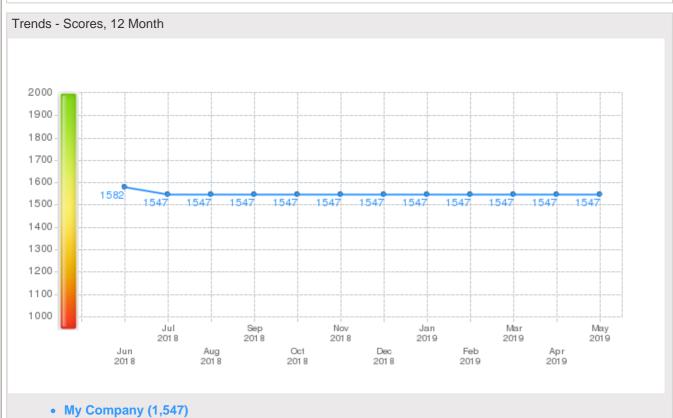
• The Financial Stress Class Summary Model predicts the likelihood of a firm ceasing business without paying all creditors in full, or reorganization or obtaining relief from creditors under state/federal law over the next 12 months. Scores were calculated using a statistically valid model derived from D&B's extensive data files.

#### Notes:

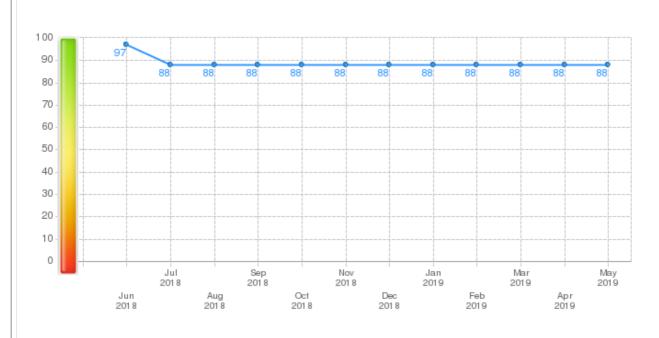
• The Financial Stress Class indicates that this firm shares some of the same business and financial characteristics of other companies with this classification. It does not mean the firm will necessarily experience financial stress.

- The Incidence of Financial Stress shows the percentage of firms in a given Class that discontinued operations over the past year with loss to creditors. The Incidence of Financial Stress National Average represents the national failure rate and is provided for comparative purposes.
- The Financial Stress National Percentile reflects the relative ranking of a company among all scorable companies in D&B's file.
- The Financial Stress Score offers a more precise measure of the level of risk than the Class and Percentile. It is especially helpful to customers using a scorecard approach to determining overall business performance.
- All Financial Stress Class, Percentile, Score and Incidence statistics are based on sample data from

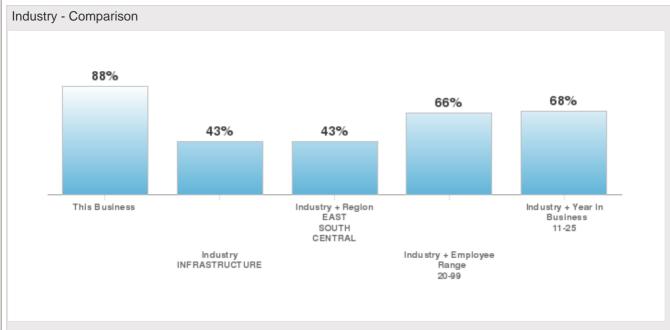
Key			
Score	Class	Percentile	Incidence of Financial Stress
1570-1875	1	95-100	0.03%
1510-1569	2	69-94	0.09%
1450-1509	3	34-68	0.24%
1340-1449	4	2-33	0.84%
1001-1339	5	1	4.70%



Trends - Percentile, 12 Month



#### • My Company (88%)



This Business has a Financial Stress Percentile that shows:

- Lower risk than other companies in the same region.
- Lower risk than other companies in the same industry.
- Lower risk than other companies in the same employee size range.
- Lower risk than other companies with a comparable number of years in business.

#### Credit Limit Recommendation



### Understanding My Score

D&B's Credit Limit Recommendation is intended to help you more easily manage your credit decisions. It provides two recommended dollar guidelines:

A conservative limit, which suggests a dollar benchmark if your policy is to extend less credit to minimize risk.

An aggressive limit, which suggests a dollar benchmark if your policy is to extend more credit with potentially more risk

The dollar guideline amounts are based on a historical analysis of credit demand of customers in D&B's U.S. payments database which have a similar profile to your business.

#### **D&B** Rating

1R2

Number of employees: 1R indicates 10 or more employees Composite Credit Appraisal: 2 is good

D&E	3 Rating	Date Applied
1R2		2018-02-26
1R3		2009-12-07

#### **Understanding My Score**

#### **Factors Affecting Your Score**

# of Employees Total: 60

Payment Activity (based on 30 experiences):

Average High Credit: \$2,031
Highest Credit: \$7,500
Total Highest Credit: \$21,750

Note: The Worth amount in this section may have been adjusted by D&B to reflect

typical deductions, such as certain intangible assets.

#### **Payments**

### Timeliness of Historical Payments

Current 80 Equal to ON TERMS

PAYDEX®:

Equal to 2 DAYS BEYOND terms

Unchanged, compared to payments three months ago

13

Total payment Experiences in D&Bs File (HQ): 30

Total payment Experiences during the last 3 months:

months:
Payments Within Terms (not dollar weighted):
100
Total Placed For Collection:
NA
Average Highest Credit:
2,031
Largest High Credit:
7,500
Highest Now Owing:
5,000

Highest Past Due: 250

#### **Payment Summary**

Total (Last 12 Months): 30

	Total	Total Dollar	Largest High Credit	Within		Days	Slow	
	Received	Amount	Payment summary	Terms	31	30-80	81-90	90
Top Industries					I		ı	
Telephone communictns	2	\$1,250	\$1,000	100%	0	0	0	0
Ret misc merchandise	1	\$7,500	\$7,500	100%	0	0	0	0
Employment agency	1	\$2,500	\$2,500	100%	0	0	0	0
Air courier service	1	\$2,500	\$2,500	100%	0	0	0	0
Whol service paper	1	\$1,000	\$1,000	100%	0	0	0	0
Misc business service	1	\$1,000	\$1,000	100%	0	0	0	0
Help supply service	1	\$500	\$500	100%	0	0	0	0
Other Categories								
Cash experiences	20	\$2,950	\$1,000					
Unknown	2	\$2,550	\$2,500					
Unfavorable comments	0	\$0	\$0					
Placed for collections with D&B:	0	\$0	\$0					
Other	0	N/A	\$0					
Total in D&B's file	30	\$21,750	\$7,500					

## Payments Beyond Terms

You have no payments beyond terms in the last 12 months.

### All Payments

Total (Last 12 Months): 30

Date	Paying Record	High Credit	Now Owes	Past Due	Selling Terms	Last sale w/f (Mo.)
05/2019	Ppt	\$7,500	\$5,000	\$0		1 mo
05/2019	Ppt	\$2,500	\$2,500	\$250		1 mo
05/2019	Ppt	\$1,000	\$1,000	\$0		1 mo
05/2019	Ppt	\$1,000	\$0	\$0		1 mo
05/2019	Ppt	\$1,000	\$1,000	\$0		1 mo
05/2019	Ppt	\$250	\$250	\$0		1 mo
05/2019	(007)	\$2,500	\$2,500	\$0		1 mo
05/2019	(008)	\$50			Cash account	2-3 mos
05/2019	(009)	\$50			Cash account	1 mo
04/2019	Ppt	\$2,500	\$500	\$0	N30	1 mo
04/2019	(011)	\$100			Cash account	1 mo
04/2019	(012)	\$50			Cash account	1 mo
04/2019	(013)	\$50			Cash account	1 mo
03/2019	(014)	\$100			Cash account	1 mo
12/2018	(015)	\$50			Cash account	1 mo
11/2018	(016)	\$100			Cash account	1 mo
11/2018	(017)	\$50			Cash account	6-12 mos
10/2018	(018)	\$250			Cash account	6-12 mos
10/2018	(019)	\$250			Cash account	1 mo
10/2018	(020)	\$50				1 mo
10/2018	(021)	\$50			Cash account	6-12 mos
09/2018	(022)	\$100			Cash account	6-12 mos
07/2018	(023)	\$1,000			Cash account	1 mo
07/2018	(024)	\$250			Cash account	1 mo
06/2018	(025)	\$50			Cash account	1 mo
05/2018	(026)	\$50			Cash account	1 mo
03/2018	(027)	\$50			Cash account	1 mo
10/2017	(028)	\$50			Cash account	1 mo
09/2017	(029)	\$250			Cash account	2-3 mos
06/2017	Ppt	\$500	\$0	\$0		6-12 mos

Indications of slowness can be the result of disputes over merchandise, skipped invoices, etc. Accounts are sometimes placed in collection even though the existence or amount of debt is disputed.

The public record items contained in this report may have been paid, terminated, vacated or released prior to the date this report was printed.

#### **History & Operations**

Currency: Shown in USD unless otherwise indicated

Company Overview								
Company Name:	GOVDEALS, INC.	URL:	www.liquidation.com					
Doing Business As:	(SUBSIDIARY OF	Stock Symbol:	NA					

LIQUIDITY History: NA SERVICES, INC., Operations: NA

BETHESDA, MD) Present Management Control: 11 Years

100 CapitolAnnual Sales:NACommerce Blvd SteYear Started:1999110Manager:NA

Montgomery, AL Gross Revenue: NA 36117 Financial Condition: NA

Mail Address: NA

Phone: (800) 613-0156
Line of Business: Telephone communications

#### History

Street Address:

The following information was reported: 02/26/2018

#### Officer(s):

ROBERT L DE BARDELABEN, PRES

#### DIRECTOR(S):

THE OFFICER(S)

The Delaware Secretary of State's business registrations file showed that Govdeals, Inc. was registered as a Corporation on December 20, 1999.

Business started 1999. Present control succeeded Jan 2008. 100% of capital stock is owned by parent company.

#### **RECENT EVENT:**

On January 22, 2008, James E Williams, Vice President-legal counsel for Liquidity Services, Inc., Washington, DC confirmed that effective January 1, 2008, the company has acquired Information Management Specialists, Inc, Montgomery, AL and its subsidiary, GovDeals Inc. Information Management Specialists, Inc will continue to operate as a subsidiary of Liquidity Services, Inc. GovDeals Inc will continue to operate as a subsidiary of Information Management Specialists, Inc. The employees of both companies have been retained.

ROBERT L DE BARDELABEN. 1999-present active here.

Business address has changed from 5913 Carmichael Place, Montgomery, AL, 36117 to 5907 Carmichael Pl, Montgomery, AL, 36117.

Business address has changed from 5907 Carmichael PI, Montgomery, AL, 36117 to 100 Capitol Commerce Blvd Ste 110, Montgomery, AL, 36117.

#### **Business Registration**

CORPORATE AND BUSINESS REGISTRATIONS REPORTED BY THE SECRETARY OF STATE OR OTHER OFFICIAL SOURCE AS OF JULY 06 2013

Registered Name: GOVDEALS, INC.

Business Type: CORPORATION

Corporation Type: NOT AVAILABLE

Date Incorporated: Dec 20 1999

State of Incorporation: DELAWARE

Filing Date: Dec 20 1999

Registration ID: 3146265

Status: STATUS NOT AVAILABLE

Where Filed: SECRETARY OF STATE/CORPORATIONS DIVISION, DOVER, DE Registered Agent: THE CORPORATION TRUST COMPANY, CORPORATION TRUST

CENTER 1209 ORANGE ST, WILMINGTON, DE, 198010000

#### Operations

02/26/2018

Description:

Subsidiary of LIQUIDITY SERVICES, INC., BETHESDA, MD.

As noted, this company is a subsidiary of Information Management Specialists, Inc, Duns #93-335-1611, and reference is made to that report for background information on the parent company and its management.

Operates as a provider of telephone communications, specializing in Internet connectivity services (100%).

Terms are undetermined. Sells to undetermined.

**Employees:** 60 which includes officer(s). **Facilities:** Occupies premises in a building.

#### SIC & NAICS

#### SIC:

Based on information in our file, D&B has assigned this company an extended 8-digit SIC. D&B's use of 8-digit SICs enables us to be more specific to a company's operations that if we use the standard 4-digit code. The 4-digit SIC numbers link to the description on the Occupational Safety & Health Administration (OSHA) Web site. Links open in a new browser window.

4813 0201 Internet connectivity services

#### NAICS:

517311 Wired Telecommunications Carriers

#### **Public Filings**

Currency: Shown in USD unless otherwise indicated

#### Summary

The following data includes both open and closed filings found in D&B's database on this company.

Record Type	# of Records	Most Recent Filing Date
Bankruptcy Proceedings	0	-
Judgments	0	-
Liens	0	-
Suits	0	-
UCCs	0	-

Evidence of bankruptcy, fraud, or criminal proceedings in the history of business or its management:

Nο

Noteworthy special events in the company's file:

#### 02/26/2018:

Business address has changed from 5907 Carmichael Pl, Montgomery, AL, 36117 to 100 Capitol Commerce Blvd Ste 110, Montgomery, AL, 36117.

Value of Open suits, liens and judgments for the company:

 Suits
 0

 Liens
 0

 Judgments
 NA

The following Public Filing data is for information purposes only and is not the official record.

Certified copies can only be obtained from the official source.

#### **Judgments**

We currently don't have enough data to display this section.

#### Liens

We currently don't have enough data to display this section.

#### Suits

We currently don't have enough data to display this section.

#### **UCC** Filings

We currently don't have enough data to display this section

#### **Government Activity**

#### Summary

Borrower (Dir/Guar): NO
Administrative Debt: NO
Contractor: NO
Grantee: NO

Party excluded

from federal program(s): NO

Possible Candidate:

Labor Surplus Area: N/A
Small Business: N/A
8(A) Firm: N/A

The public record items contained herein may have been paid, terminated, vacated, or released prior to today's date

The public record items contained herein may have been paid, terminated, vacated or released prior to today's date.

#### **Financials**

Key Business Ratios from D&B

We currently do not have enough information to generate the graphs for the selected Key Business Ratio.

This Company

Key Financial Comparisons

	(\$)	(\$)	(\$)
This Company's Operating Results Year Over Year			
Net Sales	NA	NA	NA
Gross Profit	NA	NA	NA
Net Profit	NA	NA	NA
Dividends / Withdrawals	NA	NA	NA
Working Capital	NA	NA	NA
This Company's Assets Year Over Year			
Cash	NA	NA	NA
Accounts Receivable	NA	NA	NA
Notes Receivable	NA	NA	NA
Inventories	NA	NA	NA
Other Current	NA	NA	NA
Total Current	NA	NA	NA
Fixed Assets	NA	NA	NA
Other Non Current	NA	NA	NA
Total Assets	NA	NA	NA
This Company's Liabilities Year Over Year			
Accounts Payable	NA	NA	NA
Bank Loan	NA	NA	NA
Notes Payable	NA	NA	NA
Other Current Liabilities	NA	NA	NA
Total Current Liabilities	NA	NA	NA
Other Long Term and Short Term Liabilities	NA	NA	NA
Defferred Credit	NA	NA	NA
Net Worth	NA	NA	NA
Total Liabilities and Net Worth	NA	NA	NA

We currently do not have any recent financial statements on file for your business. Submitting financial statements can help improve your D&B scores. To submit a financial statement, please call customer service at 800-333-0505.

Key Business Ratios

	This Company	Industry Median	Industry Quartile	
Solvency				
Quick Ratio	NA	NA	NA	
Current Ratio	NA	NA	NA	
Current Liabilities to Net Worth	NA	NA	NA	
Current Liabilities to Inventory	NA	NA	NA	
Total Current	NA	NA	NA	
Fixed Assets to Net Worth	NA	NA	NA	
Efficiency				
Collection Period	NA	NA	NA	
Inventory Turn Over	NA	NA	NA	
Sales to NWC	NA	NA	NA	
Acct Pay to Sales	NA	NA	NA	
Profitability				
Return on Sales	NA	NA	NA	
Return on Assets	NA	NA	NA	
Return on NetWorth	NA	NA	NA	

### Corporate Linkage

Parent		
Company Name	DUNS #	City, State
LIQUIDITY SERVICES, INC.	93-335-1611	BETHESDA, MARYLAND

Headquarters (US)		
Company Name	DUNS #	City, State
LIQUIDITY SERVICES, INC.	93-335-1611	BETHESDA, MARYLAND
MACHINIO CORP.	06-947-5491	CHICAGO, ILLINOIS
GOVERNMENT LIQUIDATION, LLC	02-650-0814	SCOTTSDALE, ARIZONA

### US Linkages

Company Name	DUNS#	City, State
Subsidiaries		
GOVERNMENT LIQUIDATION	00-608-5174	LAKEWAY, TEXAS
ASSET RECOVERY DIVISION LLC	07-934-8409	WASHINGTON, DISTRICT OF COLUMBIA
NETWORK INTERNATIONAL, INC.	11-086-3003	HOUSTON, TEXAS
DOD SURPLUS, LLC	60-321-3633	SCOTTSDALE, ARIZONA
DOVEBID VALUATION SERVICES INC	13-611-8200	IRVING, TEXAS
GOVDEALS, INC.	16-787-4309	MONTGOMERY, ALABAMA
Branches		
GOVERNMENT LIQUIDATION, LLC	11-114-4726	MEMPHIS, TENNESSEE
LIQUIDITY SERVICES, INC.	06-421-1250	GROVEPORT, OHIO
LIQUIDITY SERVICES, INC.	83-630-0108	ATLANTA, GEORGIA
LIQUIDITY SERVICES, INC.	78-885-4169	ANAHEIM, CALIFORNIA
LIQUIDITY SERVICES, INC.	04-341-0673	OWINGS MILLS, MARYLAND
LIQUIDITY SERVICES, INC.	19-838-6927	GARLAND, TEXAS
LIQUIDITY SERVICES, INC.	05-891-2230	NORTH WILKESBORO, NORTH CAROLINA
LIQUIDITY SERVICES, INC.	78-730-4349	PLAINFIELD, INDIANA
GOVERNMENT LIQUIDATION, LLC	12-148-3759	LEESVILLE, LOUISIANA
LIQUIDITY SERVICES, INC.	06-547-5420	LOCKBOURNE, OHIO
LIQUIDITY SERVICES, INC.	02-187-0216	NORTH LAS VEGAS, NEVADA
LIQUIDITY SERVICES, INC.	08-006-4479	GARLAND, TEXAS
GOVERNMENT LIQUIDATION, LLC	02-751-5340	FRENCH CAMP, CALIFORNIA
GOVERNMENT LIQUIDATION, LLC	12-360-7397	HUNTSVILLE, ALABAMA
GOVERNMENT LIQUIDATION, LLC	12-750-8559	FORT CAMPBELL, KENTUCKY
LIQUIDITY SERVICES, INC.	19-784-8877	HOOKS, TEXAS
LIQUIDITY SERVICES, INC.	06-744-8129	NEW CASTLE, DELAWARE
LIQUIDITY SERVICES, INC.	11-129-0859	SACRAMENTO, CALIFORNIA

#### International Linkages

Company Name	D0110 #	Country	Oity, Gtate / 1 Tovilloc
Headquarters			
GOINDUSTRY-DOVEBID LIMITED	34-573-7444	ENGLAND	LONDON, LONDON
GOINDUSTRY-DOVEBID (H.K.) LIMITED	66-215-7031	HONG KONG	CAUSEWAY BAY, HONG KONG
LIQUIDITY SERVICES LIMITED	73-581-4811	ENGLAND	CHIPPENHAM, WILTSHIRE
LIQUIDITY SERVICES UK LTD	22-090-6759	ENGLAND	LONDON, LONDON
Subsidiaries			
GOINDUSTRY DOVEBID SL.	46-422-9077	SPAIN	MADRID, MADRID
LIQUIDITY SERVICES GLOBAL SOLUTIONS PTY LTD	75-451-4508	AUSTRALIA	ESSENDON FIELDS, VICTORIA
GOINDUSTRY DOVEBID	67-204-1435	THAILAND	BANGKOK, BANGKOK
MACHINIO GMBH	31-426-1997	GERMANY	HAMBURG, HAMBURG
GOINDUSTRY DOVEBID MEXICO S.A. DE C.V.	81-319-9130	MEXICO	QUERETARO, QUERETARO
Branches			
GOINDUSTRY-DOVEBID LIMITED	36-513-1619	ENGLAND	BIRMINGHAM, WEST MIDLAND
GOINDUSTRY-DOVEBID LIMITED	36-513-1676	ENGLAND	BRISTOL, AVON
GOINDUSTRY-DOVEBID LIMITED	36-513-1734	ENGLAND	LEEDS, WEST YORKSHIRE
LIQUIDITY SERVICES LIMITED	21-685-6810	ENGLAND	BIRMINGHAM, WEST MIDLAND
LIQUIDITY SERVICES UK LTD	34-637-0936	NORWAY	,

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