



**COOPERATIVE (PIGGYBACK) PURCHASE AGREEMENT
BETWEEN OKALOOSA COUNTY, FLORIDA AND
Liquidity Services Operations, LLC dba GovDeals, Inc.**

OKALOOSA COUNTY, Florida, pursuant to Section 20 of the Okaloosa County Purchasing Manual, now desires to enter into a Cooperative Purchase Agreement (Piggyback) to provide Auctioneer Services and Related Products (the “Services”) under the same terms and conditions as the agreement Region 4 Education Service Center (ESC) and Liquidity Services Operations, LLC dba GovDeals, Inc. (“Contractor”), Contract Number R190601 (the “Agreement”), attached hereto as Exhibit “A” and incorporated by reference, with a date of expiration of January 31, 2024, which Agreement resulted from a competitive procurement.

Okaloosa County has reviewed the Agreement and proposal results and agrees to the terms and conditions and further agrees that proposed pricing is fair and reasonable. Contractor hereby agrees to provide such services and prices to Okaloosa County under the same price(s), terms and conditions as the referenced Agreement above. All references in the Agreement between the parties shall be assumed to pertain to and are binding upon Contractor and Okaloosa County. All references in the Agreement to “Region 4 Education Service (ESC)” shall be substituted with “Okaloosa County, Florida”.

The parties agree to comply with Prohibition Against Contracting with Scrutinized Companies. Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the County’s option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 shall be terminated at the County’s option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractors must submit the certification that is attached to this agreement as Attachment “B”. Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County’s determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the County’s determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

The parties agree to comply with the Federal Regulations set forth in Attachment “C”, which are incorporated herein as part of the Agreement.

The parties agree to comply with the General Insurance Requirements set forth in Attachment “D” which are incorporated herein as part of the Agreement.

The parties further agree that exclusive venue of any legal or equitable action that arises out of or relates to this Agreement shall be the appropriate state court in Okaloosa County, Florida, and in any such action, Florida law shall apply.



The County wishes to allow other Florida Governmental Agencies the authority to piggyback under the same conditions, for the same contract price, and for the same effective period.

Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 302 N. WILSON ST., CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@myokaloosa.com.

Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

1. Keep and maintain public records required by the County to perform the service.
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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The Contractor agrees to waive any and all arbitration requirements list in the Agreement.

Agreed, accepted and consented to the 3rd day of November, 2022.

Liquidity Services Operations, LLC dba GovDeals, Inc.

DocuSigned by:
Michael Price
cc819588955c4e0...
Signature

TITLE: Vice President, Revenue

Michael Price
Print Name

OKALOOSA COUNTY, FLORIDA

BY: John Hofstad Digitally signed by John Hofstad
Date: 2022.11.03 11:04:54 -05'00'
John Hofstad, County Administrator



**EXHIBIT "A"
AGREEMENT**



August 25, 2022

Mr. Steve Kranzusch
vendor@govdeals.com
Vice President and General Manager
GovDeals, Inc.
100 Capitol Commerce Blvd., Ste. 110
Montgomery, AL 36117

Re: Renewal Award of Contract #R190601

Dear Mr. Kranzusch:

Per official action taken by the Board of Directors of Region 4 Education Service Center on August 23, 2022, Region 4 ESC is pleased to announce that GovDeals, Inc. has been awarded an annual contract renewal for the following, based on the sealed proposal submitted to Region 4 on June 25, 2019, and subsequent performance thereafter:

Contract

Auctioneer Services and Related Products

The contract will expire on January 31, 2024, completing the fourth year of a five-year term contract. The contract is available through OMNIA Partners, Public Sector. Your designated OMNIA Partners, Public Sector contact is Tomek Kruszec, at (615) 431-1861 or tomek.kruszec@omniapartners.com.

The partnership between GovDeals, Inc., Region 4 and OMNIA Partners, Public Sector can be of great help to participating agencies. Please provide copies of this letter to your sales representative(s) to assist in their daily course of business.

Sincerely,

DocuSigned by:

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Robert Zingelmann
Chief Financial Officer, Finance and Operations Services



Request for Vendor Contract Update

Pursuant to the terms of your awarded vendor contract, all vendors must notify and receive approval from Region 4/OMNIA Partners, Public Sector when there is an update in the contract. No request will be officially approved without the prior authorization of Region 4. Region 4 reserves the right to accept or reject any request.

Liquidity Services Operations, LLC hereby provides notice of the following update to
(Vendor Name)

Contract number: R190601 for Auctioneer Services and Related Products on this date 3/4/2021.
Contract Title

Instructions: Vendors must check all that may apply and shall provide supporting documentation. Place your initials next to each item to confirm that documents are indeed included. Request received without supporting documentation will be returned. Be sure to sign prior to submitting your update for approval. **This form is not intended for use if there is a material change in operations, which may adversely affect members, i.e. assignment, bankruptcy, change of ownership, merger, etc. Please contact a member of the OMNIA Partners Contracting Team to request a "Notice of Material Change to Vendor Contract" form.**

Authorized Distributors/Dealers
____ Addition
____ Deletion
____ Supporting Documentation

Price Update
____ Supporting Documentation

Products/Services
____ New Addition
____ Update Only
____ Supporting Documentation

Discontinued Products/Services
____ Supporting Documentation

States/Territories
____ Supporting Documentation

Other _____
____ Supporting Documentation

Notes: Vendor may include other notes regarding the contract update here: (attach another page if necessary).
Revenue share changed: Annual Volume Discount Program will begin immediately at 1.25%, rather than 0.25% at \$1 million aggregate sales and increasing up to 1.25% at \$5 million aggregate sales.

Submitted By: Stu Kusch

Approved Date 3/11/2021 | 8:19 AM PST

Title: Vice President and General Manager

Denied Date _____

Contact Number: 334-462-3962

Email Address: skranzusch@govdeals.com

DocuSigned by:
Robert Engelmann
Region 4 ESC: _____
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Notice of Material Change to the Vendor Contract

Pursuant to the terms of your awarded vendor contract, all vendors must notify Region 4 Education Service Center ("Region 4") when any material change in operations, that may adversely affect members, (i.e. assignment, bankruptcy, change of ownership, merger, etc.) is made. No material change may be made to the contract without the prior written approval of Region 4. Region 4 reserves the right to accept or reject any new party.

GovDeals, Inc. / Liquidity Services Operations, LLC (vendor company name) hereby provides notice of the following material change to contract number: R190601 on this date 3/4/2021.

Instructions: (Vendors must check all that may apply and provide supporting documentation. Place your initials next to each item to confirm that documents are, indeed, included. Be sure to sign the signature page with all require signatures, prior to submitting your notice to Region 4 for approval).

- | | |
|---|---|
| <input type="checkbox"/> Assignment | <input type="checkbox"/> Change in ownership (<i>sale/purchase</i>) |
| <input type="checkbox"/> Indicate if you are assigning to your own subsidiary | <input type="checkbox"/> Asset Purchase Agreement |
| <input type="checkbox"/> Assumption Agreement | <input type="checkbox"/> Other supporting documentation |
| <input type="checkbox"/> Other supporting documentation | |
| <input type="checkbox"/> Bankruptcy | <input type="checkbox"/> Acquisition |
| <input type="checkbox"/> Official legal Notice of Bankruptcy Proceedings | <input type="checkbox"/> Asset Purchase Agreement |
| <input type="checkbox"/> Other supporting documentation | <input type="checkbox"/> Other supporting documentation |
| <input checked="" type="checkbox"/> Merger | <input type="checkbox"/> Other |
| <input type="checkbox"/> Share Exchange Agreement | <input type="checkbox"/> Supporting documentation |
| <input checked="" type="checkbox"/> Merger and Acquisition Agreement | |
| <input type="checkbox"/> Asset Purchase Agreement | |
| <input type="checkbox"/> Other supporting documentation | |

Notes: Vendor may include any other notes regarding the material change here: (attach another page if necessary).

GovDeals, Inc., was involved in an internal merger in 2020, resulting in our company name changing to Liquidity Services Operations, LLC. All of GovDeals' Clients' auctions will continue to be conducted at www.govdeals.com, and all business functions remain the same.

Liquidity Services Operations, LLC is a wholly owned subsidiary of Liquidity Services, Inc., as was GovDeals, Inc. before its dissolution.

Upon approval of this notice, the awarded contract holder and/or subsequent assignee agree to and understand the following principles:

- i. **Contract holder reference.** If the contract holder undergoes a merger, acquisition, or partial assignment, in which case they still maintain the contract, then all transactions made under the existing contract number (including purchase orders) must reference the name of the awarded contract holder. The exception to this requirement is if the contract holder no longer holds the contract or if the company has been acquired by another company and undergone a name change. Notice of the authorized name change, to the existing contract, must be provided and approved by Region 4.



In instances where the contract holder has acquired a separate and distinct company, and it is necessary to designate those certain purchases facilitated by the non-contract holder, then this designation may be made if, and only if, the contract holder is also referenced on the transaction.

ii. **Maintenance of records.** Both the awarded contract holder and subsequent assignee agree to remain responsible for maintaining all auditable records, including documents kept in the ordinary course of business and sales invoices, related to OMNIA Partners, Public Sector and/or contract number pursuant to the statutory requirements identified in the vendor contract.

iii. **Payments.** Both the awarded contract holder and subsequent assignee agree that all payments made by participating entities must be made directly to the contract holder, unless otherwise approved by Region 4. Accordingly, both parties acknowledge that in instances where it is necessary to designate the purchases facilitated by assignee, that the contract holder must also be referenced on the purchase order.

iv. **Handling of Proprietary and/or Confidential Information.** In accord with the terms of the contract, both awarded vendor and assignee agree that at all times it will hold in strict confidence and not disclose to any third party Confidential and/or Proprietary information of Region 4, except as approved in writing by Region 4, and will use the Confidential Information for no purpose other than providing services under the contract. Both awarded vendor and assignee shall only permit access to Confidential Information to those of its employees or authorized representatives having a need to know and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein.

This document is to be construed in strict accordance with the terms and conditions outlined in the Region 4/vendor master agreement referenced herein. Both awarded vendor and assignee agree to uphold the vendor obligations set forth in the vendor agreement. This Agreement will become effective when signed by all parties.

AGREED AND ACCEPTED AS OF THE DATE FIRST SET FORTH ABOVE:

Company name of awarded vendor
GovDeals, Inc.

Official name of assigned or added company
Liquidity Services Operations, LLC

BY: Steve Kranzusch

BY: Steve Kranzusch

NAME: Steve Kranzusch

NAME: Steve Kranzusch

TITLE: Vice President and General Manager

TITLE: Vice President and General Manager

Region 4 Education Service Center

BY: Robert Zingelmann
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NAME: Robert Zingelmann

TITLE: CFO

DATE: 3/11/2021 | 8:18 AM PST

AGREEMENT AND PLAN OF MERGER
of
GOVDEALS, INC.
(a Delaware corporation),
and
LIQUIDITY SERVICES OPERATIONS LLC
(a Delaware limited liability company)

This **AGREEMENT AND PLAN OF MERGER** (this "Agreement and Plan"), dated this 26th day of November, 2019, and effective as of December 31, 2019 at 11:59 p.m. Eastern Standard Time, is by and between **GOVDEALS, INC.**, a Delaware corporation ("GovDeals"), and **LIQUIDITY SERVICES OPERATIONS LLC**, a Delaware limited liability company ("Liquidity Services" and as the survivor of the Merger (as defined below) provided for herein called the "Surviving Company"). The parties hereinafter are sometimes collectively called "Constituent Entities."

WHEREAS, GovDeals is a corporation, duly incorporated and existing under the laws of the State of Delaware; and

WHEREAS, Liquidity Services is a limited liability company, duly formed and existing under the laws of the State of Delaware; and

WHEREAS, the sole member (the "Member") of Liquidity Services and the sole stockholder (the "Stockholder") of GovDeals, by resolutions duly adopted, have each approved this Agreement and Plan and declare it to be advisable and in the Constituent Entities' best interest that GovDeals merge with and into Liquidity Services in the manner and upon the terms and conditions set forth herein (the "Merger") pursuant to the applicable provisions of the Delaware General Corporation Law (the "DGCL") and the Delaware Limited Liability Company Act (the "Act").

NOW, THEREFORE, for the purpose of effecting such Merger and prescribing the terms and conditions thereof, and in consideration of the mutual covenants and agreements contained herein, the Constituent Entities, intending to be legally bound, hereby covenant and agree as follows:

1. Merger. Upon compliance with the applicable provisions of the Act, at the Effective Time (as defined herein), GovDeals shall be merged with and into Liquidity Services and, thereupon, the separate existence of GovDeals shall cease and Liquidity Services shall continue to exist as the Surviving Company.

2. Certificate of Formation and Operating Agreement. The terms and conditions of the Merger are as follows:

(a) At the Effective Time, the Certificate of Formation of Liquidity Services, as in effect immediately prior to the Effective Time, shall be and remain the Certificate of Formation of the Surviving Company until thereafter amended and changed in the manner prescribed by the provisions of the Act.

(b) At the Effective Time, the Operating Agreement of Liquidity Services, as in effect immediately prior to the Effective Time, shall be and remain the Operating Agreement of the Surviving Company until thereafter amended and changed as therein provided, and in the manner prescribed by the provisions of the Act.

3. Officers and Managers.

(a) At the Effective Time, the officers of Liquidity Services immediately prior to the Effective Time shall be the officers of the Surviving Company, in each case until their respective successors are duly elected or appointed and qualified.

(b) At the Effective Time, the Member of Liquidity Services immediately prior to the Effective Time shall be the Member of the Surviving Company, in each case until its respective successors are duly elected or appointed and qualified.

4. Equity of Constituent Entities.

(a) At the Effective Time, the shares of stock of GovDeals issued and outstanding immediately prior to the Effective Time shall be cancelled and retired and shall cease to exist without consideration upon the Merger and no new membership interests or other securities of the Surviving Company shall be issued with respect thereto.

(b) At the Effective Time, the membership interests of Liquidity Services issued and outstanding shall not be converted or exchanged in any manner by the Merger and shall continue to represent the membership interests of the Surviving Company.

5. Amendment of Plan. This Agreement and Plan may be amended by the mutual written agreement of the board of directors of GovDeals and the sole member of Liquidity Services at any time prior to the Effective Time.

6. Abandonment of Plan. This Agreement and Plan may be abandoned by the mutual written agreement of the board of directors of GovDeals and the Member of Liquidity Services at any time prior to the Effective Time.

7. Effective Time. The Effective Time of the Merger herein provided for shall be December 31, 2019 at 11:59 p.m. Eastern Standard Time (the "Effective Time").

8. State Filings. The proper officers of each of the Constituent Entities shall make and execute whatever certificates and documents that are required by the State of Delaware to effect the Merger, and to cause the same to be filed, in the manner provided by law, and to do all things whatsoever, whether within or without the State of Delaware, which may be necessary and proper to effect such Merger.

9. Effect of Merger. At the Effective Time:

(a) The separate existence of GovDeals shall cease and Liquidity Services shall continue to exist as the Surviving Company.

(b) The Surviving Company shall succeed to and possess all of the property (real, personal and mixed), rights, privileges, immunities, powers, purposes and franchises, and shall be subject to all of the obligations, restrictions and liabilities of each of the Constituent Entities, all without further act or deed, and all as more fully set forth under the Act.

10. Counterparts. This Agreement and Plan may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same agreement.

[Signatures appear on following page]

IN WITNESS WHEREOF, the parties hereto have duly executed this Plan of Merger on the date first set forth above.

GOVDEALS, INC., a Delaware corporation

By: 

Name: Mark A. Shaffer

Title: Vice President, General Counsel
and Corporate Secretary

LIQUIDITY SERVICES OPERATIONS LLC, a
Delaware limited liability company

By: Liquidity Services, Inc., sole Member

By: 

Name: Mark A. Shaffer

Title: Vice President, General Counsel
Corporate Secretary



Liquidity Services Operations LLC

Providing government-exclusive online auction services since 2001

100 Capitol Commerce Blvd., Suite 110, Montgomery, AL 36117
Steve Kranzusch, Vice President and General Manager
skranzusch@govdeals.com | 1-800-613-0156 Ext. 4455

Robert Zingelmann
Chief Financial Officer, Finance and Operations Services
Region 4 Education Service Center
7145 West Tidwell Road
Houston, TX 77092

March 4, 2021

Re: *Amendment to Contract Number R190601 – Auctioneer Services and Related Products*

Dear Mr. Zingelmann:

GovDeals proposes to amend our current agreement, Contract #R190601 for Auctioneer Services and Related Products. In our proposal, we offered a revenue share, starting at 0.25% when the contract reached \$1 million in aggregate annual sales; with the revenue share percentage peaking at 1.25% upon surpassing \$5 million in aggregate annual sales.

However, in order to jumpstart revenue under the contract and to level the playing field for OMNIA with our other cooperative partners, we extend an offer to begin the revenue share immediately at 1.25%, with no required annual sales threshold. To this end, we are providing an amended language below, changing the revenue share language as follows:

Original:

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.

Amended:

Region 4 and OMNIA Participants will qualify for the Annual Volume Discount Program, a rebate program based on the proportion of sales. Each selling agency will receive a 1.25% rebate of their agency's sales, paid annually.

The request form for Vendor Contract Update and the amended contract are enclosed. Please contact me with any questions.

Respectfully submitted,

Steve Kranzusch, Vice President and General Manager

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

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

GovDeals.com

A Liquidity Services Marketplace

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

Toll-Free: 1-800-613-0156 ❖ Fax: 334-387-0519

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

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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

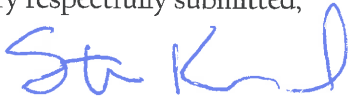
deal with each day, having a partner in GovDeals means that officials don't have to be experts at auction strategy to get the most money for their surplus assets. While our platform is designed for the efficiency of self-service, we assign 2 experienced staff members to serve each and every government 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, Nacogoches, 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

Tab 1 Contract and T&C Acceptance Forms

- **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 Service Center
("Region 4 ESC") for the purchase of _____ ("the
products and services").*

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number R_____ for _____ ("RFP"), to which Contractor provided a response ("Proposal"); and

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) Scope: 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

CONTRACT

- 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) Entire Agreement (Parol evidence). 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) Assignment of Contract. 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) Contract Alterations. 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) Cancellation for Non-Performance or Contractor Deficiency. 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) Delivery/Service Failures. 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) Standard Cancellation. 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) Licenses. 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) Survival Clause. 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) Delivery. 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) Inspection & Acceptance. 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) Payments. 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's sole cost and expense. Notwithstanding the foregoing, in the event that 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) Discontinued Products. 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) Site Cleanup. 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) Site Preparation. 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) Safety measures. 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) Smoking. 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) Funding Out Clause. 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) Certificates of Insurance. 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) Legal Obligations. 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 *Steve Kranzusch*

Accepted by Region 4 ESC:

Contract No. R190601
Initial Contract Term February 1, 2020 to January 31, 2023

Faye B. Bryant 8/27/19
Region 4 ESC Authorized Board Member Date

Faye B. Bryant
Print Name

Carmen T. Moreno 8/27/19
Region 4 ESC Authorized Board Member Date

Carmen T. Moreno
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 Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
Page 32, Exhibit A, Item 1.2	"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."	As GovDeals is a service provider, we respectfully propose an admin fee of 2% of revenue.	
Page 34, Exhibit A, Item 2.1	"(2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies,"	Although we are unable to commit to endorsing an OMNIA award as our primary contracting tool, it will be promoted 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.	

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

GovDeals withholds.....\$ 125
Net Results to Agency..... \$ 875 87.5% of proceeds to Agency

Example A3: Shared Fee – 7.5% fee to Agency; 5% fee to buyer

Winning bid\$ 1,000
 Buyer's Premium\$ 50
 Buyer pays online.....\$ 1,050
 GovDeals withholds.....\$ 125
Net results to Agency..... \$ 925 92.5% of proceeds to Agency

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

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\$ 75
 Buyer pays Agency.....\$ 1,075
 Agency invoiced for.....\$ 75
Net results to Agency..... \$ 1,000 100% of proceeds to Agency

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

Winning bid\$ 1,000
 Buyer's Premium\$ 0
 Buyer pays Agency.....\$ 1,000
 Agency invoiced for.....\$ 75
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)?**

No.

- **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.

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
 - 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		
Annual 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 1.250%, 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. Vitaly, 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.



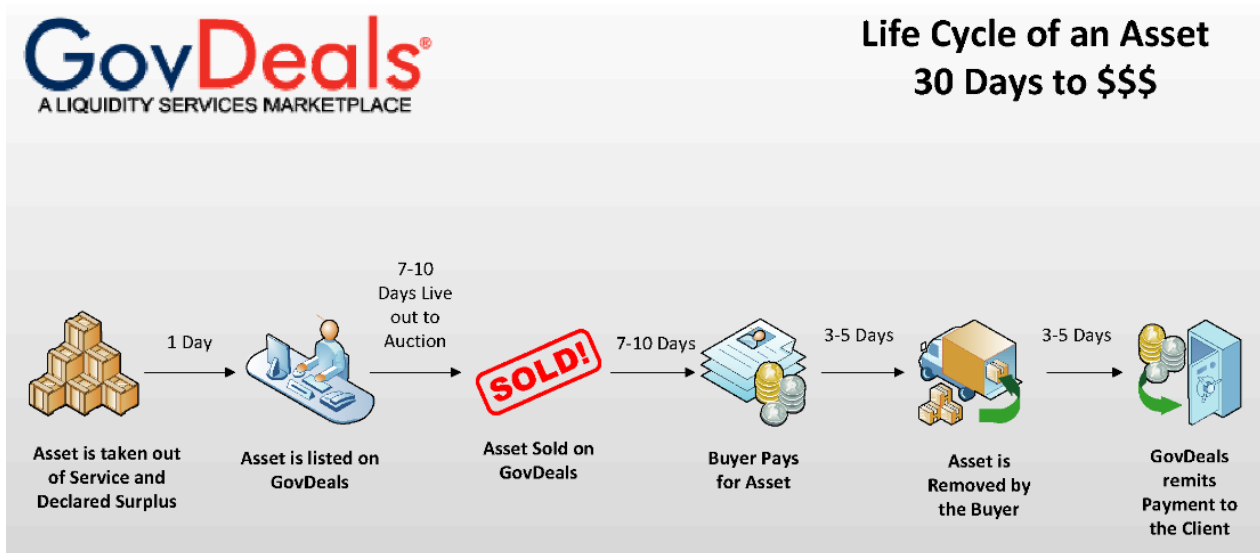
The buyer is required to pick up assets within 10 business days after auction close (this time period may also be adjusted by the Agency if desired). The winning bidder is responsible for scheduling an asset removal appointment with the Agency. At pickup/removal, the winning bidder must present photo 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.

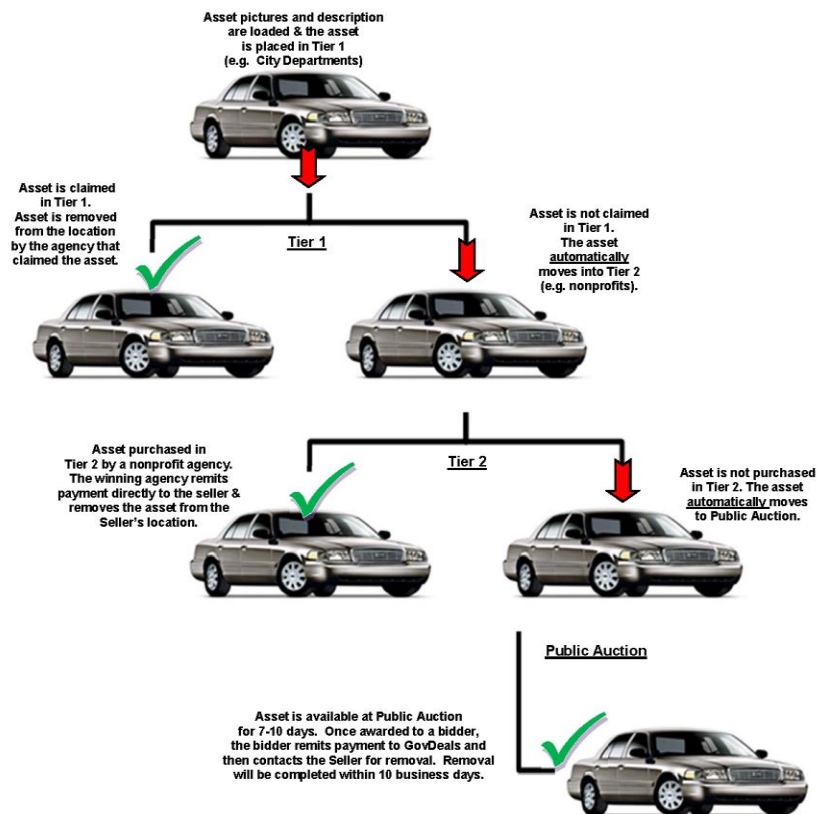
All passwords and sensitive data are stored in a well-guarded, off-premises facility that is staffed 24 hours a day, 7 days a week, providing access to the datacenter only on a need-to-know basis. Access to the datacenter is heavily regulated and requires biometric PIN and government-issued identification and is only granted to pre-approved individuals.

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

Bid History for 2016 Ford Fusion S		
Auction Start Date: 08/22/16 9:00 AM ET		
Auction End Date: 08/30/16 7:00 PM ET		
Asset ID: 305 Number of Bids: 43		
Userid	Bid Date/Time	Bid Amount
p****t	8/24/16 3:43:11 AM	\$9,975.00
r*****d	8/24/16 3:43:11 AM	\$9,950.00
r*****d	8/23/16 1:59:42 PM	\$9,725.00
j*****4	8/23/16 1:59:42 PM	\$9,700.00
r*****d	8/23/16 1:57:57 PM	\$9,575.00
j*****4	8/23/16 1:57:57 PM	\$9,550.00
r*****d	8/23/16 12:39:00 PM	\$9,525.00
l*****e	8/23/16 12:39:00 PM	\$9,500.00
r*****d	8/23/16 12:32:20 PM	\$9,325.00
s*****m	8/23/16 12:32:20 PM	\$9,300.00
s*****m	8/23/16 12:31:48 PM	\$9,275.00
r*****d	8/23/16 12:31:48 PM	\$9,250.00
s*****m	8/23/16 12:21:51 PM	\$9,025.00
r*****d	8/23/16 12:21:51 PM	\$9,000.00
s*****m	8/23/16 11:16:07 AM	\$8,025.00

- 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.
- **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

Automated Auction Calculator

Anticipated Sale Price: 5000

Add New Auction

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

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

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

Would you like to auto extend this auction? Yes

This asset requires electronic payment.

*Opening: 750 Special Tax:

*Increment: 25 Cumulative Tax: %

Reserve: 0 Asset Fees:

Strike: 0

I agree to give this asset away at no cost.

Set asset to Ready For Auction status.

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:

1. Visit www.GovDeals.com
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.

Advanced Search

Find Item
Find Vehicle

Timing: Sold ▼ 1 Year ▼

By End Date ▼ From Date: 📅 To Date: 📅

Keyword: All words, any order ▼

Category: ▼

Price: From ▼ To ▼

Location: Within Miles ▼ of Zip/Postal Code

In Country ▼ and State/Province ▼

Seller: ▼

Sort By: ▼ Results Per Page: ▼

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

Screenshot of Search Results

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Search

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June 11, 2019, 03:36 PM ET PO

Search Results for Sold within 1 year; 'international'; Buses, Transit and School; in Texas

[Return to Advanced Search](#)

1 2 >> Last
Items 1 through 10 of 20
Show Items per page

Description	Make/Brand	Model	Year	Location	End Date/Time	Current Bid	Shortcuts
2008 International 3200 Diamond Coach Bus VIP 3201 (some problems) ID: 25978	Diamond Coach	3200	2008	Dickinson, TX	5/17/2019 3:30 PM ET	\$4,000.00 Bids: 12	View by same: ▾
2007 International PB105 ID: 3507	International	PB105	2007	San Antonio, TX	5/1/2019 10:21 AM ET	\$3,920.00 Bids: 61	View by same: ▾
2001 International 3800 ID: 3392	International	3800	2001	San Antonio, TX	1/9/2019 12:39 PM ET	\$2,625.00 Bids: 60	View by same: ▾
2003 International 3000 ID: 1288185 (76)	International	3000	2003	El Paso, TX	4/25/2019 5:23 PM ET	\$2,532.00 Bids: 23	View by same: ▾
2003 International 3000 ID: 1257718 (77)	International	3000	2003	El Paso, TX	5/31/2019 10:00 PM ET	\$2,500.00 Bids: 11	View by same: ▾
2003 International 3000 ID: 1192003 (75)	International	3000	2003	El Paso, TX	5/31/2019 10:10 PM ET	\$2,500.00 Bids: 11	View by same: ▾
2000 International 3800 School Bus ID: 3391	International	3800	2000	San Antonio, TX	1/9/2019 12:00 PM ET	\$2,475.00 Bids: 31	View by same: ▾
2003 International 3000 ID: 1228733 (76)	International	3000	2003	El Paso, TX	4/25/2019 5:33 PM ET	\$2,425.00 Bids: 19	View by same: ▾
2007 International PB105 ID: 3508	International	PB105	2007	San Antonio, TX	5/1/2019 11:15 AM ET	\$2,110.00 Bids: 43	View by same: ▾
1996 International 3800 ID: #22	International	3800	1996	Mason, TX	2/18/2019 1:40 PM ET	\$2,000.00 Bids: 59	View by same: ▾

1 2 >> Last
Items 1 through 10 of 20
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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.

GovDeals
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3.3K 87 6 37K June 11, 2019, 03:42 PM ET P04

GovDeals provides services to various government agencies that allow them to sell surplus and confiscated items via the Internet. Each participating agency has its own auction rules and regulations and may be subject to government ordinances.

CATEGORIES search auctions Search for: QAL# Search

<p>A Agriculture Equip/Commodities - 42 items All Terrain Vehicles - 32 items All Vehicles (Restricted Vehicles) - 7 items Ambulance/Rescue - 33 items Animal Equipment, Cages and Feed - 28 items Arts and Crafts - 30 items Asphalt Equipment - 16 items Audio/Visual Equipment - 219 items Automobiles - 514 items Automobiles (Classic/Custom) - 10 items Aviation - 9 items</p> <p>B Bags, All Types - 13 items Barber and Beauty Shop Equipment - 14 items Barrels and Drums - 2 items Batteries, All Types - 10 items Bicycles - 183 items Boats, Marine Vessels and Supplies - 52 items Books/Manuals - 48 items Builders Supplies - 49 items Buildings - 31 items Buses, Transit and School - 164 items</p> <p>C Cafeteria and Kitchen Equipment - 364 items Chemicals, All Types - 2 items Clocks - 9 items Clothing/Linens - 69 items Collectibles - 90 items Commercial Furnaces - 2 items Commodities / General Merchandise - 83 items Communication/Electronic Equipment - 342 items Compressors - 33 items Computers, Parts and Supplies - 1004 items Confiscated/Forfeited/Personal Property - 110 items Containers - Storage/Shipping - 31 items Cranes - 3 items</p> <p>D Dental Equipment and Supplies - 15 items Displays and Exhibit Stands - 25 items Driving Simulators - 1 items</p> <p>E Educational - 27 items Election Equipment - 2 items Electrical Supplies - 64 items Engineering Equipment and Supplies - 12 items Equipment, Heavy - 103 items Exercise Equipment - 96 items</p>	<p>F Fine Art - 78 items Fire and Police Equipment - 297 items Fire Trucks - 40 items Firearm Accessories - 11 items Firearms and Live Ammunition - 137 items First Aid - 8 items Forklifts - 29 items Fueling Equipment - 14 items Furniture/Furnishings - 906 items</p> <p>G Garbage - 1 items Garbage and Refuse Containers - 7 items Garbage Trucks - 23 items Generators - 46 items Glass - 2 items Golf Course Equipment - 26 items</p> <p>H Hardware - 8 items Health and Beauty - 6 items Highway Equipment - 13 items Holiday/Seasonal Items - 6 items HVAC Equipment - 41 items</p> <p>I Industrial Equipment - 132 items</p> <p>J Janitorial Equipment - 99 items Jewelry and Watches - 86 items</p> <p>K Knives / Multi-Tools - 47 items</p> <p>L Laboratory Equipment - 154 items Laundry Equipment - 26 items Library Equipment - 14 items Lighting/Fixtures - 126 items Lost/Abandoned Property - 68 items Lumber - 6 items</p> <p>M Machinery - 136 items Mailing Equipment - 3 items Material Handling Equipment - 27 items Medical Equipment and Supplies - 202 items Metal, Scrap - 65 items Metals, Precious - 1 items Miscellaneous Vehicles - 12 items Motor Homes / Travel Trailers - 4 items Motorcycles - 63 items Mowing Equipment - 137 items Music/Musical Equipment - 152 items</p> <p>N Nursery/Horticulture/Landscaping - 39 items</p>	<p>O Office Equipment/Supplies - 746 items Oils, Waste - 2 items Outdoor Living - 26 items</p> <p>P Paper and Paper Products - 14 items Photographic Equipment - 42 items Pipe, Valves, and Fittings, Industrial - 13 items Playground / Amusement Park Equipment - 7 items Plumbing Equipment and Supplies - 20 items Pool Supplies and Equipment - 3 items Printing and Binding Equipment - 83 items Public Utility Equipment - 30 items Pump - 22 items</p> <p>R Rail Equipment and Accessories - 2 items Real Estate - 16 items Recovered Items - 251 items Recyclable Materials - 4 items Road/Highway/Bridge Supplies - 23 items</p> <p>S Scales and Weighing Apparatus - 19 items School Equipment - 158 items Security Equipment - 37 items Snow Removal Equipment - 35 items Sporting Equipment - 317 items Survey Equipment - 2 items SUV - 182 items Sweeper - Parking Lot/Warehouse - 6 items Sweeper - Street - 11 items</p> <p>T Tanks - 23 items Tires and Tubes - 96 items Tools, All Types - 328 items Towers - Water/Fire/Transmission - 1 items Tractor - Farm - 47 items Traffic Signals and Controls - 53 items Trailers - 72 items Trucks, Heavy Duty 1 ton & over - 185 items Trucks, Light Duty under 1 ton - 354 items</p> <p>V Vans - 203 items Vehicle Equipment/Parts - 183 items Vending Equipment - 7 items</p> <p>W Welding Equipment - 31 items Woodworking Equipment - 18 items</p>
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Help Desk Hours: Monday - Friday, 8 am - 7 pm ET.
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AuctionDeals Network International Government Liquidation Liquidation.com GoIndustry DoveBid machinio

Screenshot of an Auction Page

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2005 Freightliner FS65

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Year	Make/Brand	Model	VIN/Serial	Miles	Title Restriction	Condition	Category	Inventory ID
2005	Freightliner	FS65	4UZAAXDC25CU23050	161,898	No Title Restriction	Used/See Description	Buses, Transit and School	77017

2005 Freightliner FS65 THOMAS CHASSIS.
 Cat 7.2 L DIESEL ENGINE
 Allison Automatic transmission.
 Vehicle starts with a boost and runs.
 Maintained every 60 days.
 Maintenance records are available.
 Yellow, SEVENTY-SEVEN passenger bus WITH A/C.
 This bus was used to transport Students.
 Seats are grey vinyl and have minor damage.
 This vehicle was removed from service 02/2019
 Minor scratches/dents/dings.
 There are no broken windows or cracked glass.
 Tire condition low. Decals have been sprayed over.

Auction Ends: 6/12/19 10:59 AM ET
 Remaining: 19 Hrs 12 Mins
This item is subject to an auto extension of the auction end time.
 Refresh Bid & Time
 Starting Bid: \$1,000.00
 Bids: 12
 High Bidder: m*****7
 Current Bid: \$2,050.00
 Bid Increment: \$50.00
 Minimum Bid: \$2,100.00
[Terms and Conditions](#)
 Bid:
 Auto-bid:
 Email if outbid:

[Add to Bid Watch](#)
 241 visitors

» Seller Information [Ask a question](#)

Seller Name: Marble Falls Independent School District, TX [\[view seller's other assets\]](#)
 Asset Contact: [Cina Solorzano](#) (Phone: 830-798-2300)
 Asset Location: 1800 Colt Circle Dr
 Bid 12
 Marble Falls, Texas 78654

Q Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.

\$ Payment

Payment in full is due not later than 5 business days from the time and date of the Buyer's Certificate. Acceptable forms of payment are: U. S. Currency, Certified Cashiers Check, Money Order, or a Company Check (with Bank Letter guaranteeing funds – mandatory) Checks shall be made payable to: Marble Falls Independent School District

📦 Removal

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

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

📷 Media

💡 Special Instructions

If you are the winning bidder and default by failing to adhere to this sellers terms and conditions your account with GovDeals **WILL BE LOCKED**

Guaranty Waiver: All property is offered for sale "AS IS, WHERE IS." (Seller) makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. The Buyer is not entitled to any payment for loss of profit or any other money damages – special, direct, indirect, or consequential.

? Questions and Answers [Ask a question](#)

There are currently no questions posted for this asset.

Quick Asset Lookup (QAL) #: 2704-40 (GD)

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- **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.

GovDeals [®] A Liquidity Services Marketplace		Agency Contact: [REDACTED]		Invoice #: [REDACTED]		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 /	1/11/16	\$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	
<p>No money is due; this statement is for your records only. Credit will be applied in the same month they are entered in the GovDeals system. If you have any problems or questions, please contact Accounting at 1-800-613-0156 option 4. Thank you!</p> <p>* denotes fee was withheld by GovDeals</p>							<p>Total Fees: \$0.00</p> <p>Prior Sales Credits: \$0.00</p> <p>Current Credits: \$0.00</p> <p>Fees Withheld: \$0.00</p>		

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.

Partner Members										
Period Sales/Items: Start Date: 1/1/2018 End Date: 3/31/2018 Submit										
50 members returned.										
Account ID #	Name	Contract Start	Status	Total Sales	Total Items	YTD Sales	YTD Items	Period Sales	Period Items	
574	Hot Springs, AR	8/29/2005	Inactive	\$80,718.01	19	\$0.00	0	\$0.00	0	0
660	England, AR	11/8/2005	Inactive	\$9,541.00	4	\$0.00	0	\$0.00	0	0
679	Arkansas Municipal League, AR	1/30/2006	Active	\$8,410.87	37	\$2,650.00	11	\$2,330.00	8	8
823	Pea Ridge, AR	5/23/2006	Active	\$57,563.46	36	\$0.00	0	\$0.00	0	0
845	Norphlet, AR	6/20/2006	Inactive	\$0.00	0	\$0.00	0	\$0.00	0	0
860	Montrose, AR	7/10/2006	Inactive	\$0.00	0	\$0.00	0	\$0.00	0	0
890	Paris, AR	7/18/2006	Inactive	\$13,846.00	8	\$0.00	0	\$0.00	0	0
1261	Dumas, AR	6/1/2007	Inactive	\$0.00	0	\$0.00	0	\$0.00	0	0
1458	Baring, AR	10/4/2007	Inactive	\$20,480.04	16	\$0.00	0	\$0.00	0	0
1556	Cabot, AR	1/14/2008	Active	\$532,105.92	219	\$61,558.00	10	\$30,332.00	4	4
1754	Batesville, AR	5/13/2008	Active	\$365,782.18	213	\$306.00	1	\$306.00	1	1
1895	Berryville, AR	8/5/2008	Inactive	\$0.00	0	\$0.00	0	\$0.00	0	0
2062	Clinton, AR	11/17/2008	Inactive	\$47,112.01	30	\$0.00	0	\$0.00	0	0
2354	Rogers, AR	4/30/2009	Active	\$495,689.00	21	\$0.00	0	\$0.00	0	0
2477	Siloam Springs, City of, AR	6/29/2009	Inactive	\$33,348.51	19	\$0.00	0	\$0.00	0	0
2536	Arkadelphia, AR	8/3/2009	Active	\$174,430.12	92	\$17,178.00	10	\$3,773.00	6	6
2620	Beehiveville, AR	9/15/2009	Inactive	\$4,110.00	1	\$0.00	0	\$0.00	0	0
2855	Bentonville, AR	1/25/2010	Active	\$0.00	0	\$0.00	0	\$0.00	0	0
2912	Parkin, AR	2/17/2010	Inactive	\$0.00	0	\$0.00	0	\$0.00	0	0
3185	Russellville, AR	7/22/2010	Active	\$253,088.19	95	\$0.00	0	\$0.00	0	0
3294	Bryant, AR	9/20/2010	Active	\$345,426.20	82	\$9,538.00	9	\$50.00	1	1
3352	DeQueen, AR	10/26/2010	Active	\$64,727.99	91	\$4,252.00	2	\$4,252.00	2	2
3519	Hazen, AR	8/3/2011	Inactive	\$0.00	0	\$0.00	0	\$0.00	0	0
4132	Bradford, AR	8/3/2011	Active	\$8,774.87	6	\$0.00	0	\$0.00	0	0
4744	Gentry, AR	6/13/2012	Active	\$13,604.12	14	\$0.00	0	\$0.00	0	0
4755	Centerton, AR	6/15/2012	Active	\$130,056.49	19	\$5,591.00	2	\$0.00	0	0
4861	Rector, AR	7/30/2012	Inactive	\$0.00	0	\$0.00	0	\$0.00	0	0
4866	Blytheville, AR	8/1/2012	Inactive	\$4,000.00	1	\$0.00	0	\$0.00	0	0
4898	Pottsville, AR	8/3/2011	Active	\$57,466.00	20	\$0.00	0	\$0.00	0	0
4902	Hampton, AR	8/20/2012	Inactive	\$0.00	0	\$0.00	0	\$0.00	0	0
6374	Marion, AR	2/7/2014	Active	\$133,322.00	23	\$3,156.00	2	\$3,156.00	2	2
6486	North Little Rock, AR	3/19/2014	Active	\$609,328.38	538	\$99,776.16	133	\$28,031.29	39	39
6528	Cave City, AR	3/31/2014	Inactive	\$0.00	0	\$0.00	0	\$0.00	0	0
6749	Mulberry, AR	6/18/2014	Inactive	\$0.00	0	\$0.00	0	\$0.00	0	0
6821	Brookland, AR	7/16/2014	Inactive	\$0.00	0	\$0.00	0	\$0.00	0	0
6837	Maumelle, AR	7/23/2014	Active	\$124,598.00	23	\$0.00	0	\$0.00	0	0
6850	Sulphur Springs, AR	7/29/2014	Inactive	\$2,075.00	1	\$0.00	0	\$0.00	0	0
7028	Sherwood, AR	9/24/2014	Active	\$119,382.22	187	\$32,240.00	22	\$16,496.00	13	13
8243	Little Flock, AR	11/12/2015	Active	\$14,325.02	4	\$0.00	0	\$0.00	0	0
8433	McRae, AR	1/28/2016	Inactive	\$0.00	0	\$0.00	0	\$0.00	0	0
8916	Black Oak, AR	6/16/2016	Active	\$0.00	0	\$0.00	0	\$0.00	0	0
8967	Hackett, AR	7/5/2016	Active	\$25,665.00	6	\$18,490.00	4	\$0.00	0	0
9231	Lake City, AR	9/29/2016	Active	\$5,555.00	2	\$3,755.00	1	\$3,755.00	1	1
9323	McCrary, AR	10/28/2016	Active	\$0.00	0	\$0.00	0	\$0.00	0	0
9380	White Hall, AR	11/17/2016	Active	\$83,801.00	21	\$16,360.00	6	\$6,500.00	1	1
9635	Austin, AR	2/13/2017	Active	\$7,376.78	7	\$1,525.01	1	\$0.00	0	0
10351	Jasper, AR	8/14/2017	Active	\$25.00	1	\$0.00	0	\$0.00	0	0
11106	Green Forest, AR	3/8/2018	Active	\$48,784.00	8	\$48,784.00	8	\$0.00	0	0
11284	Ward, AR	4/16/2018	Active	\$0.00	0	\$0.00	0	\$0.00	0	0
11679	Benton, AR	6/27/2018	Active	\$0.00	0	\$0.00	0	\$0.00	0	0
				\$3,894,518.38	1,864	\$325,159.17	222	\$98,981.29	78	

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:

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

Sold Asset Report

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

Asset

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

Auction

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

Buyer

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

Monetary

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

Start Date: End Date:

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

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

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

Bill of Sale

A Bill of Sale will be automatically populated with the seller's information (including 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.

Pennsylvania Public Services, PA
2021 Forster St
Harrisburg, PA 17105-1728

Bill of Sale Date: 01/27/2017 Bill of Sale Number: 1272017
Asset ID: 6636 Inventory ID: 0294

Description of Property **Award Amount**
ASSORTED MONITORS ****PICK UP ONLY**** 606.00

Asset Information

	Year:	Make/Brand:	Model:	VIN/Serial:
	Meter:	Title Restriction:		

Sale Information

Actual Sold Amount:	\$606.00	Paid On:	01/27/2017 by PayPal
Other Amount:	\$0.00	Other Amount Description:	
Buyer's Premium:	\$60.60	Tax Rate:	0%
Tax Amount:	\$0.00		
Total Amount:	\$666.60		* Taxable Items

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.

Newark, NJ 07112-1128 Buyer/Agent Signature: _____
USA Print Name: _____
973-1-____@hotmail.com Date: _____

Current Bid Report

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

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

Current Bid Report

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

7 auctions returned.

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

Paid For/Picked Up Reports

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

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

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

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

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

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

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

Paid For & Picked Up Report

Filter by: Not Paid

Submit: Not Paid, Paid, Not Picked Up, Paid, Picked Up

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

Paid For & Picked Up Report

Filter by: Paid, Not Picked Up

Submit: Export to Excel

ID	Inv ID	Description	Buyer Name	End Date/Time	High Bid	Tax	Add'l Fees	Total	GovDeals Fee	Net Pay	Paid	Status	Reminder
6344	7D06 01	50 PIECES OF GUARDRAIL	Bank account	5/10/16 6:30 PM	\$2,162.00*	\$0.00		\$2,162.00	-\$162.15	\$1,999.85	5/10/16		06/20/16
6345	7D06 02	50 PIECES OF GUARDRAIL	Bank account	5/10/16 6:35 PM	\$2,203.00*	\$0.00		\$2,203.00	-\$165.22	\$2,037.78	5/10/16		06/20/16
6347	7D06 04	25 PIECES OF GUARDRAIL	Bank account	5/10/16 6:45 PM	\$1,257.00*	\$0.00		\$1,257.00	-\$94.27	\$1,162.73	5/10/16		06/20/16
6348	7D06 05	60 PIECES OF GUARDRAIL	Bank account	5/10/16 6:50 PM	\$1,304.00*	\$0.00		\$1,304.00	-\$97.80	\$1,206.20	5/10/16		06/20/16
6349	7D06 06	100 PIECES OF GUARDRAIL	Bank account	5/10/16 6:55 PM	\$2,257.00*	\$0.00		\$2,257.00	-\$199.27	\$2,057.73	5/10/16		
6375	7D47 01	5,000 GALLON ASPHALT TANK	Judy Faght	6/9/16 6:45 PM	\$9.00*	\$0.00		\$9.00	-\$5.10	\$3.90			Reminder
6376	7D47 02	10,000 GALLON ASPHALT TANK	Judy Faght	6/9/16 6:50 PM	\$9.00*	\$0.00		\$9.00	-\$5.10	\$3.90			Reminder
6377	7D47 03	15,000 GALLON ASPHALT TANK	Judy Faght	6/9/16 6:55 PM	\$7.00*	\$0.00		\$7.00	-\$5.10	\$1.90			Reminder
6378	7DGS 01	FILE CABINET - 5 DRAWER	Robert Green	6/9/16 7:00 PM	\$7.00*	\$0.00		\$7.00	-\$5.00	\$2.00	6/23/16		Reminder
6384	7D31 01	SCAG WALK BEHIND LAWN MOWER	Jenny Morgan	6/20/16 6:15 PM	\$779.00*	\$0.00		\$779.00	-\$58.42	\$720.58	6/24/16		Reminder
6385	7D31 02	SCAG WALK BEHIND LAWN MOWER	Jenny Morgan	6/20/16 6:20 PM	\$793.00*	\$0.00		\$793.00	-\$59.47	\$733.53	6/24/16		Reminder
6386	7D22 01	1,550 Gallon Tank	Joshua Bright	6/20/16 6:25 PM	\$135.01*	\$0.00		\$135.01	-\$10.13	\$124.88	6/21/16		Reminder
6387	7D22 02	10,000 Gallon Tank	Joshua Bright	6/20/16 6:30 PM	\$173.01*	\$0.00		\$173.01	-\$12.98	\$160.03	6/21/16		Reminder
6388	7D31 03	CONCRETE SAW	Chris Loney	6/20/16 6:35 PM	\$72.00*	\$0.00		\$72.00	-\$5.40	\$66.60	6/21/16		Reminder
					\$11,167.02	\$0.00	\$0.00	\$11,167.02	\$855.11	\$10,311.91			

Remind Buyers with a Single Click

Paid For & Picked Up Report

Filter by: Paid, Picked Up

Search by Payment: [] Or []

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

Submit: Export to Excel

ID	Inv ID	Description	Buyer Name	End Date/Time	High Bid	Tax	Add'l Fees	Total	GovDeals Fee	Net Pay	Picked Up	Payment #	Payment Date
Electronic Payments Received from GovDeals													
827	827	Alamo Auto Lifts	Jeremiah Smith	6/1/16 11:00 AM	\$1,275.00*	\$105.19		\$1,380.19	-\$95.62	\$1,284.57	6/20/2016	81098	6/30/16
828	828	Overhead Doors	Garry	6/1/16 11:30 AM	\$105.00*	\$8.66		\$113.66	-\$7.87	\$105.79	6/29/2016	81540	7/7/16
829	829	Exercise Station	Caesar	6/1/16 12:09 PM	\$600.00*	\$54.45		\$714.45	-\$49.50	\$664.95	6/15/2016	80687	6/22/16
830	830	Weight Rack	Justin	6/1/16 12:30 PM	\$385.00*	\$31.76		\$416.76	-\$28.87	\$387.89	6/3/2016	79809	6/9/16
831	831	Weight Lifting Equipment	Jesus	6/1/16 1:00 PM	\$290.00*	\$23.92		\$313.92	-\$21.75	\$292.17	6/9/2016	80231	6/15/16
832	832	1999 Buck Regal GS	Herbert	6/15/16 10:09 AM	\$550.00*	\$0.00		\$550.00	-\$41.25	\$508.75	6/20/2016	81098	6/30/16
833	833	1990 Nissan Stanza XE	Roberto	6/15/16 10:30 AM	\$70.00*	\$0.00		\$70.00	-\$5.25	\$64.75	6/20/2016	81098	6/30/16
834	834	1999 Ford Escort ZX2	Juan	6/15/16 11:00 AM	\$220.00*	\$0.00		\$220.00	-\$16.50	\$203.50	6/29/2016	81540	7/7/16
835	835	1999 Ford Explorer XL 2WD	cobra	6/15/16 11:36 AM	\$710.00*	\$0.00		\$710.00	-\$53.25	\$656.75	6/21/2016	81098	6/30/16
840	840	Wall Mirrors	Jason	6/29/16 12:00 PM	\$35.00*	\$2.89		\$37.89	-\$5.00	\$32.89	6/30/2016	81540	7/7/16
					\$4,300.00	\$226.87	\$0.00	\$4,526.87	\$324.86	\$4,202.01			
Total Received from GovDeals: \$4,202.01													
* Total GovDeals Fees Withheld: \$324.86													
Electronic Payments Owed by GovDeals													
ID	Inv ID	Description	Buyer Name	End Date/Time	High Bid	Tax	Add'l Fees	Total	GovDeals Fee	Net to Pay	Picked Up		
815	815	Safety Sw Ech boxes	roberto	6/1/16 10:30 AM	\$55.00*	\$4.54		\$59.54	-\$5.00	\$54.54	7/6/2016		
836	836	Exercise Station	ernesto	6/29/16 10:09 AM	\$600.00*	\$54.45		\$714.45	-\$49.50	\$664.95	7/6/2016		
					\$715.00	\$58.99	\$0.00	\$773.99	\$64.50	\$719.49			
Total Owed by GovDeals: \$719.49													
* Total GovDeals Fees to Withhold: \$64.50													

Status Report

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

Asset Statuses

Ready for Auction

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

Asset Statuses

Sent to Auction

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

Buyer's and Seller's Certificates

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

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

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

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

Payment Confirmation

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

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

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

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

The following assets are ready for pickup:


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

GovDeals Seller's Certificate: 2-0126151849-7248

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

BUYER (#716433)		SELLER (#7248)	
Name:	DAVID [REDACTED]	Agency:	Trinity County Health and Human Services, CA
Company:	na	Contact:	Dave [REDACTED]
Title To:	DAVID [REDACTED]	Phone:	530-708-2888
Phone:	530-708-2888	Fax:	530-688-1000
Email:	[REDACTED]@trinitycounty.org	Email:	[REDACTED]@trinitycounty.org
Address:	104 [REDACTED] Way Weaverville, CA 96093	Address:	51 Industrial Pk Way Weaverville, CA 96093

ITEM INFORMATION FOR ASSET ID: 2

Item: 2001 Ford Expedition XLT 4WD 

Pick Up Location: 51 Industrial Pk Way, Weaverville, CA 96093

Inventory ID:	2	Account ID:	7248
Condition:	See Description	Quantity:	1 each
Make/Brand:	Ford	Model:	Expedition
VIN/Serial:	1FMRU16W31B44912	Model Year:	2001
Meter:	132,438 Miles	Title Restrictions:	No

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

Payment Instructions:

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

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

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

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

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

Removal Instructions:

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

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

Special Instructions:

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

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

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

Description:

2001 Ford Expedition XLT 4WD SPORT UTILITY 4-DR, 4.6L V8 SOHC 16V

Vehicle Starts and Runs

Automatic Transmission, AM/FM cassette, Power windows/locks, Cruise Control, 3rd Row Seating

Regularly serviced

No other known mechanical problems.

Minor dings and dents to body consistent with normal use

Faded paint on hood and top of truck. Rust on windshield wipers.

Please see photos for more details

- 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.

Partner Members									
Period Sales/Items:		Start Date:	1/1/2018	End Date:	3/31/2018	Submit			
50 members returned.									
Account ID #	Name	Contract Start	Status	Total Sales	Total Items	YTD Sales	YTD Items	Period Sales	Period Items
574	Hot Springs, AR	8/29/2005	Inactive	\$80,718.01	19	\$0.00	0	\$0.00	0
660	England, AR	11/8/2005	Inactive	\$9,541.00	4	\$0.00	0	\$0.00	0
679	Arkansas Municipal League, AR	1/30/2006	Active	\$8,410.87	37	\$2,650.00	11	\$2,330.00	8
823	Pea Ridge, AR	5/23/2006	Active	\$57,563.46	36	\$0.00	0	\$0.00	0
845	Norphlet, AR	6/20/2006	Inactive	\$0.00	0	\$0.00	0	\$0.00	0
860	Montrose, AR	7/10/2006	Inactive	\$0.00	0	\$0.00	0	\$0.00	0
890	Paris, AR	7/18/2006	Inactive	\$13,846.00	8	\$0.00	0	\$0.00	0
1261	Dumas, AR	6/1/2007	Inactive	\$0.00	0	\$0.00	0	\$0.00	0
1458	Baring, AR	10/4/2007	Inactive	\$20,480.04	16	\$0.00	0	\$0.00	0
1556	Cabot, AR	1/14/2008	Active	\$532,105.92	219	\$61,558.00	10	\$30,332.00	4
1754	Batesville, AR	5/13/2008	Active	\$365,782.18	213	\$306.00	1	\$306.00	1
1895	Berryville, AR	8/5/2008	Inactive	\$0.00	0	\$0.00	0	\$0.00	0
2062	Clinton, AR	11/17/2008	Inactive	\$47,112.01	30	\$0.00	0	\$0.00	0
2354	Rogers, AR	4/30/2009	Active	\$495,689.00	21	\$0.00	0	\$0.00	0
2477	Siloam Springs, City of, AR	6/29/2009	Inactive	\$33,348.51	19	\$0.00	0	\$0.00	0
2536	Arkadelphia, AR	8/3/2009	Active	\$174,430.12	92	\$17,178.00	10	\$3,773.00	6
2620	Beedeville, AR	9/15/2009	Inactive	\$4,110.00	1	\$0.00	0	\$0.00	0
2855	Bentonville, AR	1/25/2010	Active	\$0.00	0	\$0.00	0	\$0.00	0
2912	Parkin, AR	2/17/2010	Inactive	\$0.00	0	\$0.00	0	\$0.00	0
3185	Russellville, AR	7/22/2010	Active	\$253,088.19	95	\$0.00	0	\$0.00	0
3294	Bryant, AR	9/20/2010	Active	\$345,426.20	82	\$9,538.00	9	\$50.00	1
3352	DeQueen, AR	10/26/2010	Active	\$64,727.99	91	\$4,252.00	2	\$4,252.00	2
3519	Hazen, AR	8/3/2011	Inactive	\$0.00	0	\$0.00	0	\$0.00	0
4132	Bradford, AR	8/3/2011	Active	\$8,774.87	6	\$0.00	0	\$0.00	0
4744	Gentry, AR	6/13/2012	Active	\$13,604.12	14	\$0.00	0	\$0.00	0
4755	Centerton, AR	6/15/2012	Active	\$130,056.49	19	\$5,591.00	2	\$0.00	0
4861	Rector, AR	7/30/2012	Inactive	\$0.00	0	\$0.00	0	\$0.00	0
4866	Blytheville, AR	8/1/2012	Inactive	\$4,000.00	1	\$0.00	0	\$0.00	0
4898	Pottsville, AR	8/3/2011	Active	\$57,466.00	20	\$0.00	0	\$0.00	0
4902	Hampton, AR	8/20/2012	Inactive	\$0.00	0	\$0.00	0	\$0.00	0
6374	Marion, AR	2/7/2014	Active	\$133,322.00	23	\$3,156.00	2	\$3,156.00	2
6486	North Little Rock, AR	3/19/2014	Active	\$609,328.38	538	\$99,776.16	133	\$28,031.29	39
6528	Cave City, AR	3/31/2014	Inactive	\$0.00	0	\$0.00	0	\$0.00	0
6749	Mulberry, AR	6/18/2014	Inactive	\$0.00	0	\$0.00	0	\$0.00	0
6821	Brookland, AR	7/16/2014	Inactive	\$0.00	0	\$0.00	0	\$0.00	0
6837	Maumelle, AR	7/23/2014	Active	\$124,598.00	23	\$0.00	0	\$0.00	0
6850	Sulphur Springs, AR	7/29/2014	Inactive	\$2,075.00	1	\$0.00	0	\$0.00	0
7028	Sherwood, AR	9/24/2014	Active	\$119,382.22	187	\$32,240.00	22	\$16,496.00	13
8243	Little Flock, AR	11/12/2015	Active	\$14,325.02	4	\$0.00	0	\$0.00	0
8433	McRae, AR	1/28/2016	Inactive	\$0.00	0	\$0.00	0	\$0.00	0
8916	Black Oak, AR	6/16/2016	Active	\$0.00	0	\$0.00	0	\$0.00	0
8967	Hackett, AR	7/5/2016	Active	\$25,665.00	6	\$18,490.00	4	\$0.00	0
9231	Lake City, AR	9/29/2016	Active	\$5,555.00	2	\$3,755.00	1	\$3,755.00	1
9323	McCrony, AR	10/28/2016	Active	\$0.00	0	\$0.00	0	\$0.00	0
9380	White Hall, AR	11/17/2016	Active	\$83,801.00	21	\$16,360.00	6	\$6,500.00	1
9635	Austin, AR	2/13/2017	Active	\$7,376.78	7	\$1,525.01	1	\$0.00	0
10351	Jasper, AR	8/14/2017	Active	\$25.00	1	\$0.00	0	\$0.00	0
11106	Green Forest, AR	3/8/2018	Active	\$48,784.00	8	\$48,784.00	8	\$0.00	0
11284	Ward, AR	4/16/2018	Active	\$0.00	0	\$0.00	0	\$0.00	0
11679	Benton, AR	6/27/2018	Active	\$0.00	0	\$0.00	0	\$0.00	0
				\$3,894,518.38	1,864	\$325,159.17	222	\$98,981.29	78

- **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 Grant Thornton 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 your 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**.

2002 International 3800



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



BusesOnline



- 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*

**Google Analytics*

GovDeals.com
Online Government Surplus Auctions

Lot of 7 Miscellaneous Band Instruments



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

GovDeals.com
Online Government Surplus Auctions

- 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

GovDeals.com
Online Government Surplus Auctions

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*

*Google Analytics

GovDeals.com
Online Government Surplus Auctions

2007 John Deere Excavator



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



**Missouri Dept. Of Transportation
Northwest District - St. Joseph, MO
\$43,051.05**

- 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*

**Google Analytics*

GovDeals.com

Online Government Surplus Auctions

2004 Freightliner M2



Kirkwood, MO
\$75,100

Auction Closed

High Bidder: b****t

Sold Amount: \$75,100.00

Total Price: \$75,100.00

[View Bid History](#)

[Terms and Conditions](#)

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*

**Google Analytics*

GovDeals.com
Online Government Surplus Auctions

2013 Ford Mustang GT Coupe



Collierville, TN
\$13,522.50

Auction Closed	
High Bidder: g*****m	
Sold Amount:	\$12,020.00
Buyer's Premium (12.50%):	\$1,502.50
Total Price:	\$13,522.50
View Bid History	
Terms and Conditions	

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*

**Google Analytics*

GovDeals.com
Online Government Surplus Auctions

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

Farms.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*

**Google Analytics*

GovDeals.com
Online Government Surplus Auctions

2015 Chevrolet Tahoe 4WD Police



Niagara County, NY
\$15,358.50

Auction Closed	
High Bidder: s*****m	
Sold Amount:	\$13,652.00
Buyer's Premium (12.50%):	\$1,706.50
Total Price:	\$15,358.50
View Bid History	
Terms and Conditions	

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*

**Google Analytics*

GovDeals.com
Online Government Surplus Auctions

2008 Ford F350 SD XL SuperCab 2WD



Auction Closed	
High Bidder:	e*****k
Sold Amount:	\$14,600.00
Buyer's Premium (10.00%):	\$1,460.00
Total Price:	\$16,060.00
View Bid History	
Terms and Conditions	

758 visitors

Advertised with



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



- 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*

**Google Analytics*

GovDeals.g

Online Government Surplus Auctions

One Lot of 1300 Used iPads 2



**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*

**Google Analytics*

GovDeals.com
Online Government Surplus Auctions

2006 Mack Roll-Off Garbage Truck



Temple, TX
\$90,755

Auction Closed	
High Bidder:	c*****t
Sold Amount:	\$82,505.00
Buyer's Premium (10.00%):	\$8,250.50
Total Price:	\$90,755.50
View Bid History	
Terms and Conditions	

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*

*Google Analytics

GovDeals.com

Online Government Surplus Auctions

Tiny Home/Hunting Cabin



Burnet Consolidated 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*

**Google Analytics*

GovDeals.com
Online Government Surplus Auctions

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

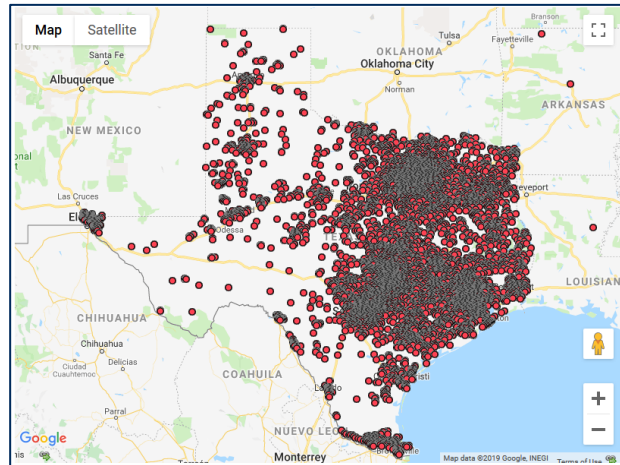
Overview of Marketing Strategies

- **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).

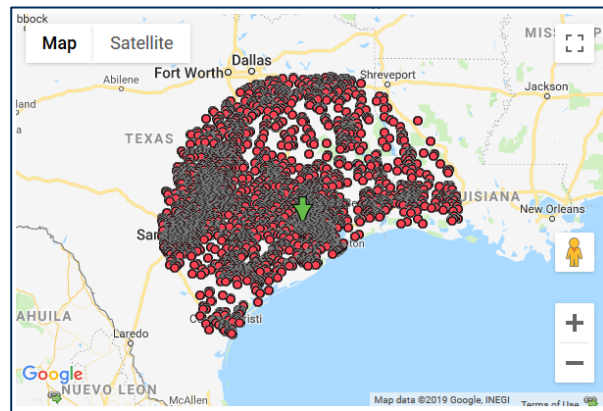
To harness the strength of this extensive bidder base for asset marketing, email blasts (e-Flyers) are sent to previous bidders and buyers of relevant categories. This has repeatedly proven one of our most successful marketing strategies.

- **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.

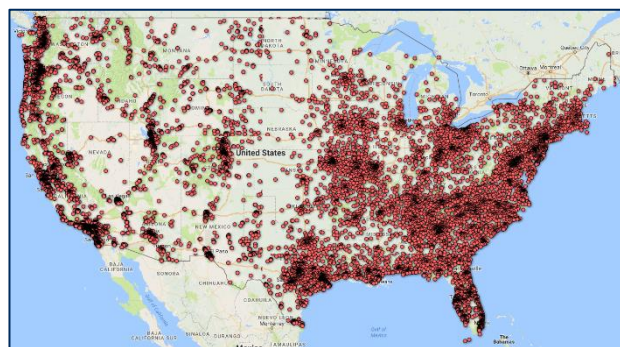
Over 33,500 Active GovDeals Bidders in Texas



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 www.CarDaddy.com.
 - Medical and laboratory items are promoted at www.LabX.com and www.EquipMatching.com.
 - Transit and school buses are advertised at www.BusesOnline.com and www.BusNut.com.
 - Garbage trucks are advertised at www.TrashTrucksOnline.com, and fire trucks, ambulances, and other rescue equipment are advertised on www.lstResponder.com.

- **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.

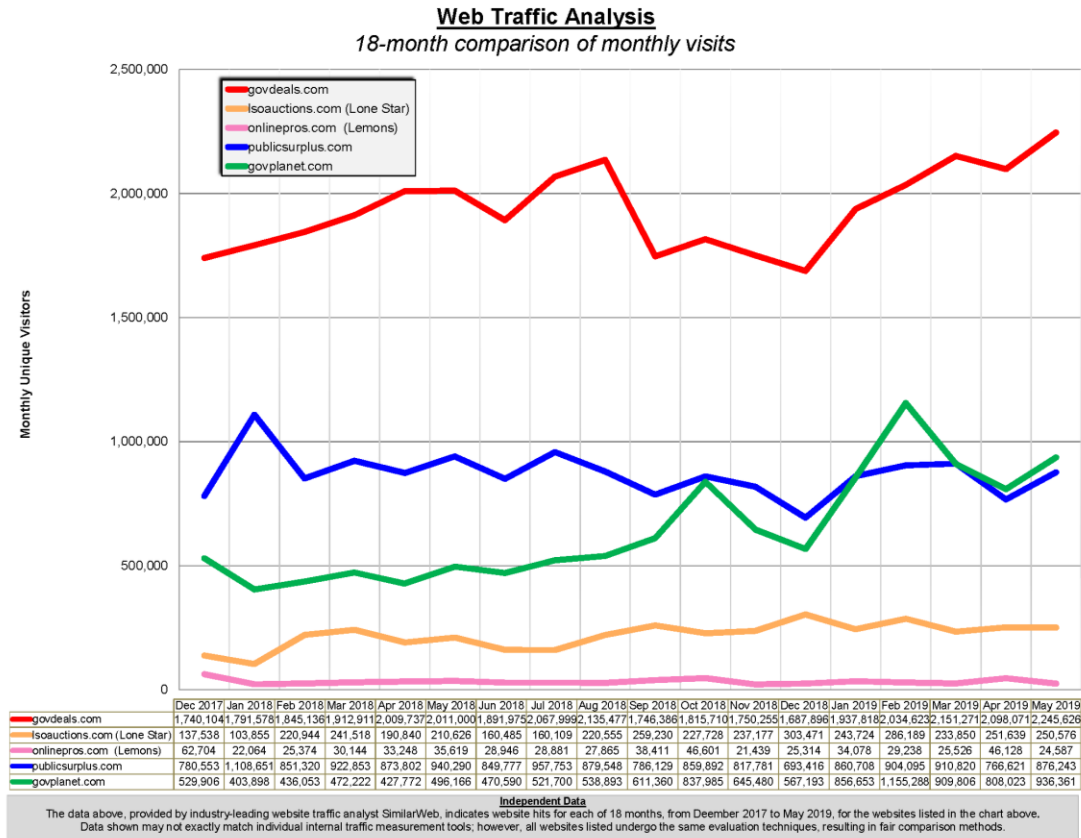
Such assets may include, but are not limited to, helicopters and aircraft; classic/custom automobiles; specialty equipment; firearms and accessories; jewelry and collectibles; real estate properties; machinery and industrial equipment; and cost avoidance/demolition projects.

- **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.**

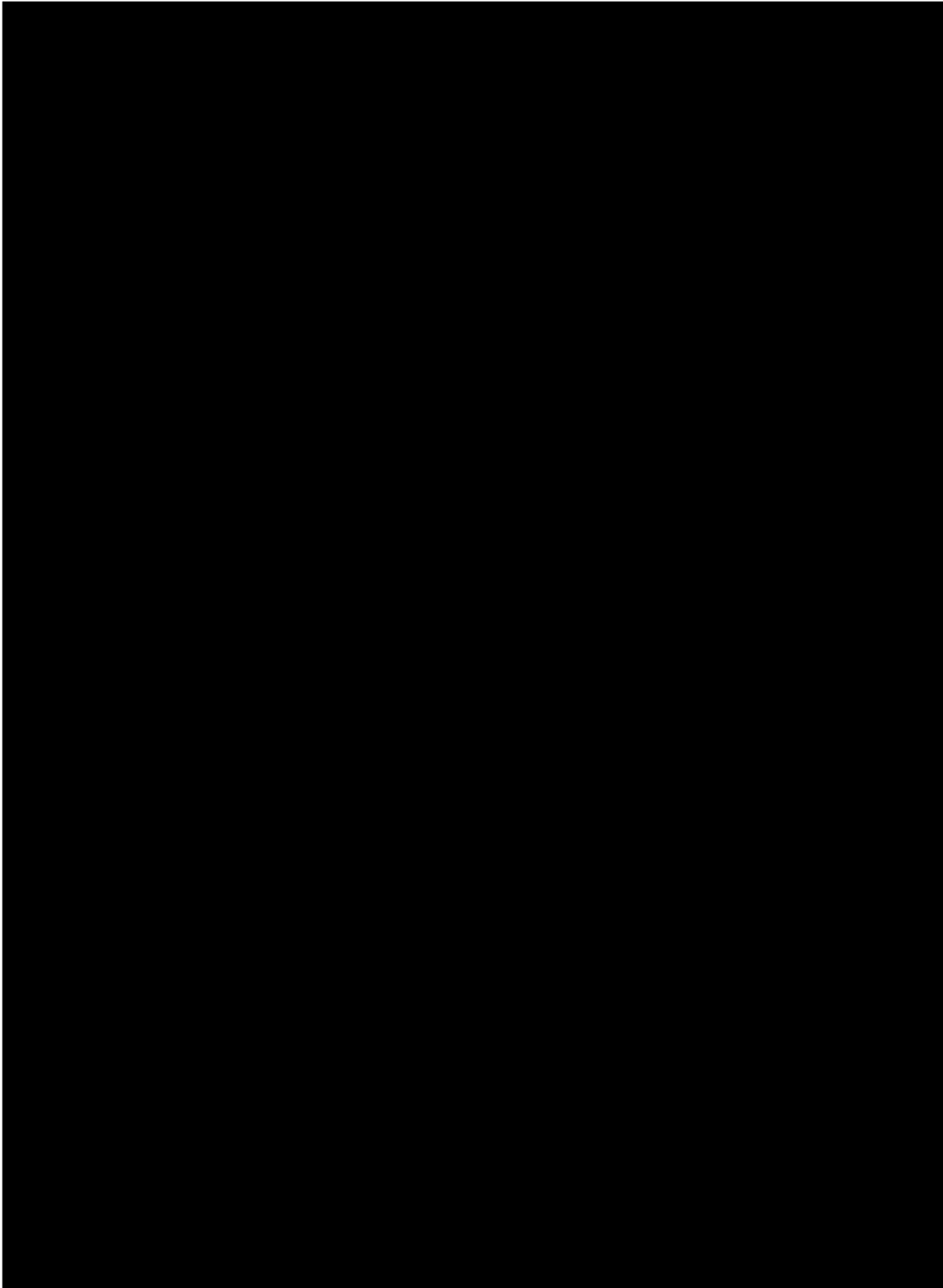
Yes, GovDeals will provide a link and logo that each contracting member agency may place on their websites to direct their website visitors to their GovDeals auctions.

I. Provide any additional services and activities the auction system can perform:

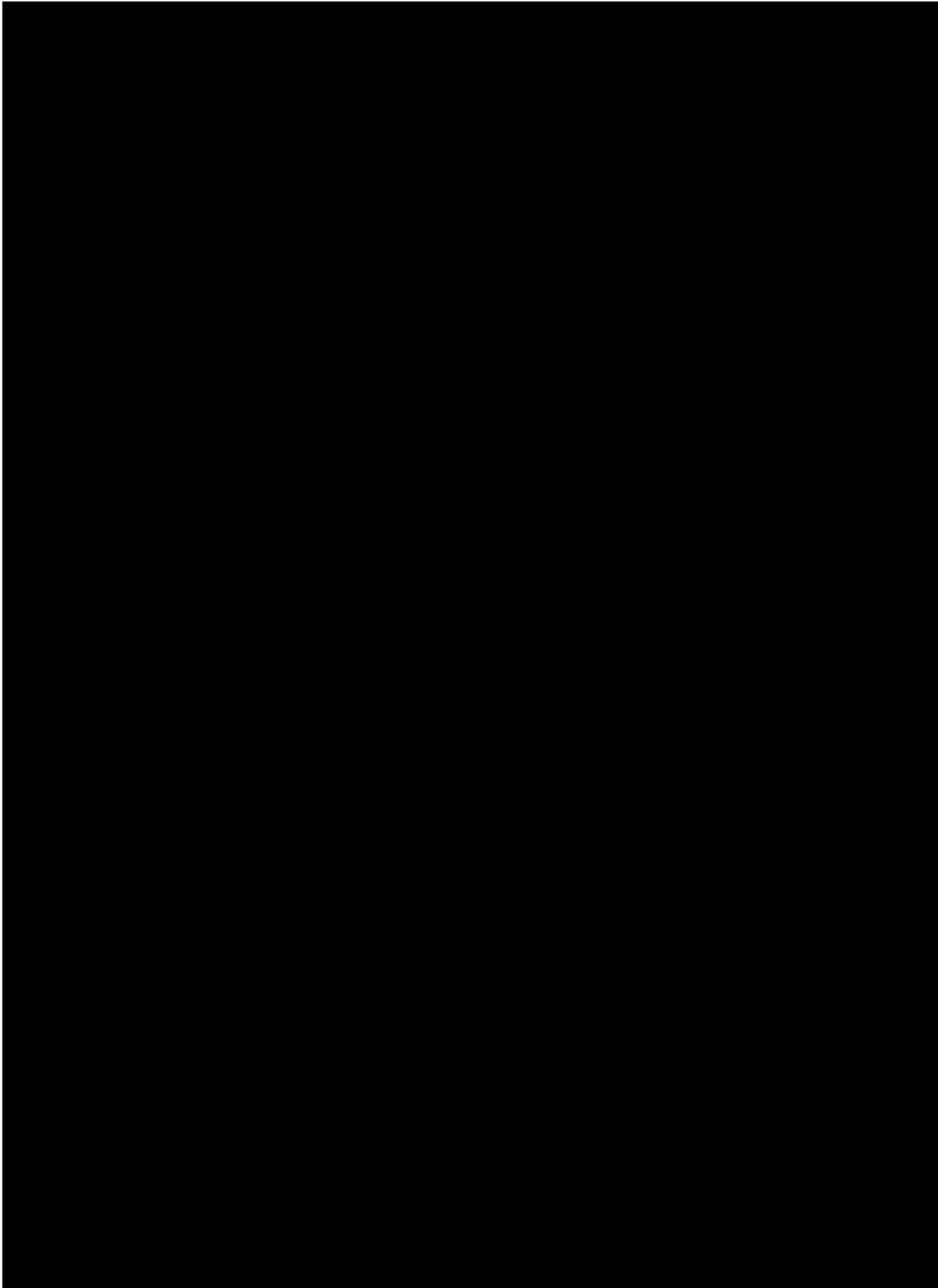
- **Provide samples of instructional documentation that is available to sellers and buyers. Indicate any distribution restrictions that may apply and how often the materials are updated.**

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.

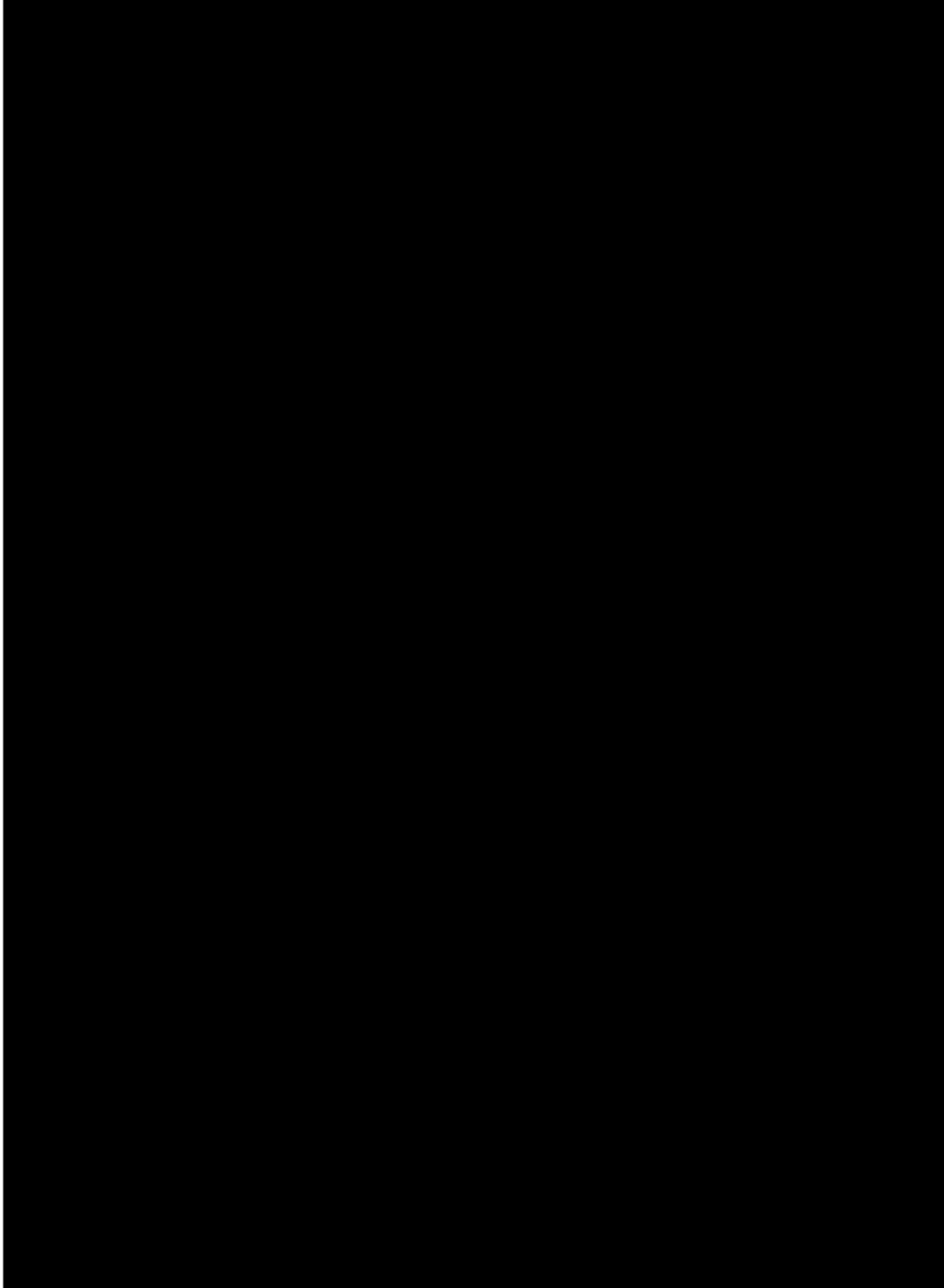
CONFIDENTIAL



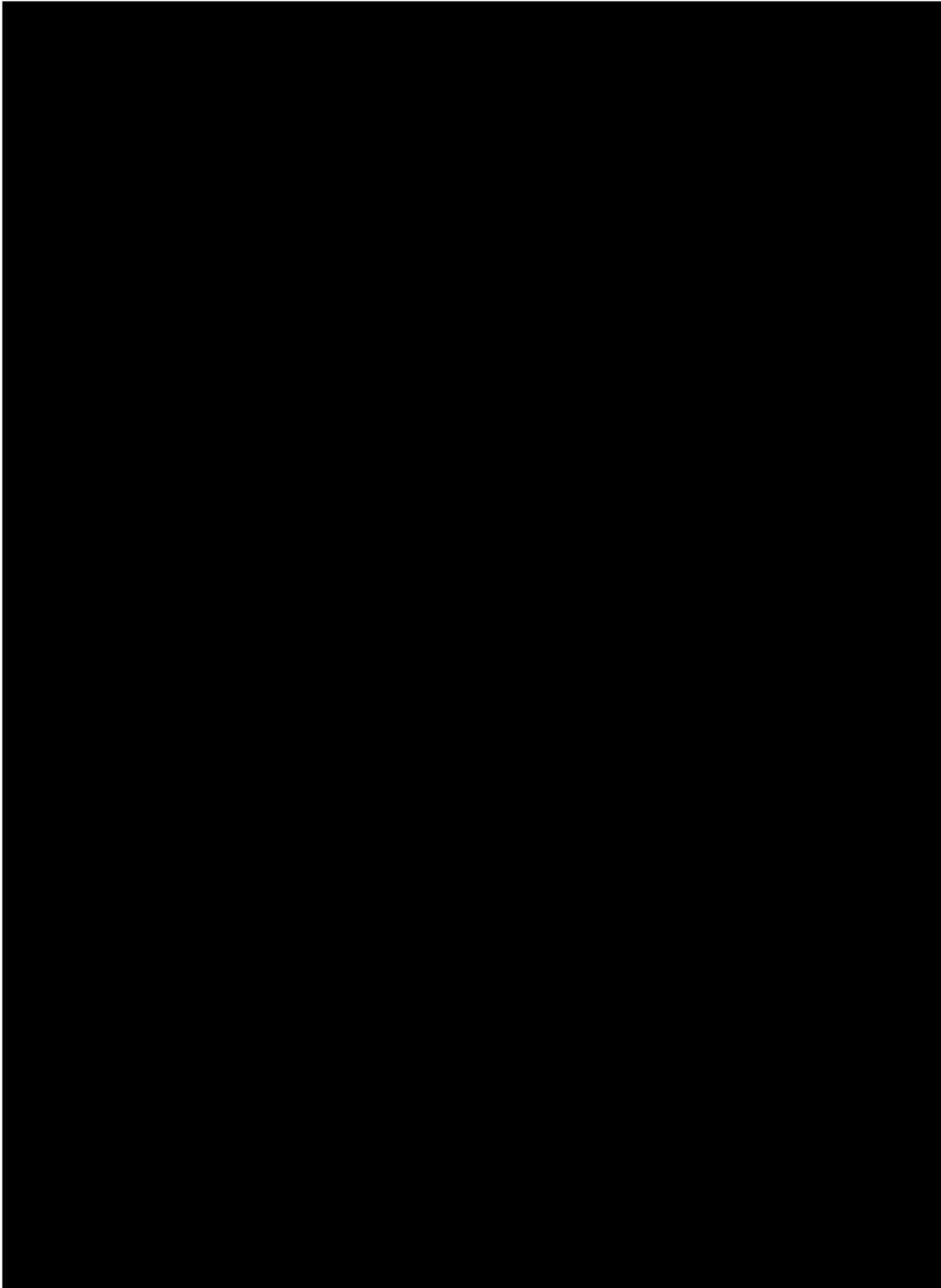
CONFIDENTIAL



CONFIDENTIAL



CONFIDENTIAL



- **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	Containers – Storage/Shipping
Aircraft & Aviation Parts, Equipment	Cranes
Alcoholic Beverages/Liquor Licenses	Dairy Equipment
All Terrain Vehicles	Displays and Exhibit Stands
All Vehicles (Restricted Vehicles)	Driving Simulators
Ambulance/Rescue	Drugs, First Aid, Veterinary
Animal Equipment, Cages and Feed	Educational
Arts & Crafts	Election Equipment
Asphalt Equipment	Electrical Supplies
Audio/Visual Equipment	Elevators, Parts and Equipment
Automobiles	Engineering Equipment and Supplies
Automobiles (Classic/Custom)	Equipment, Heavy
Bags, All Types	Exercise Equipment
Barber & Beauty Shop Equipment	Fine Art
Barrels & Drums	Fire and Police Equipment
Batteries, All Types	Fire Trucks
Bicycles	Firearm Accessories
Boats & Marine Supplies	Firearms and Live Ammunition
Books/Manuals	Food
Builders Supplies	Forklifts
Buildings	Fueling Equipment
Buses, Transit and School	Furniture/Furnishings
Cafeteria and Kitchen Equipment	Gambling Machines and Equipment
Chemicals, All Types	Garbage
Clocks and Watches	Garbage and Refuse Containers
Clothing/Linens	Garbage Trucks
Collectibles	Generators
Commercial Furnaces	Glass
Commodities/General Merchandise	Golf Course Equipment
Communication/Electronic Equipment	Hardware
Compressors	Health and Beauty
Computers, Parts and Supplies	Highway Equipment
Confiscated/Forfeited/Personal Property	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	Vehicle Equipment/Parts
Playground/ Amusement Park Equipment	Vending Equipment
Plumbing Equipment and Supplies	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.

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.

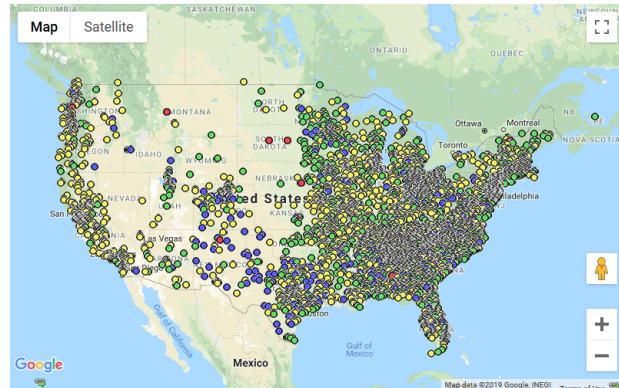
b. Describe Offeror's reputation in the marketplace. Include how many bidders are currently registered with the Offeror's website.

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.

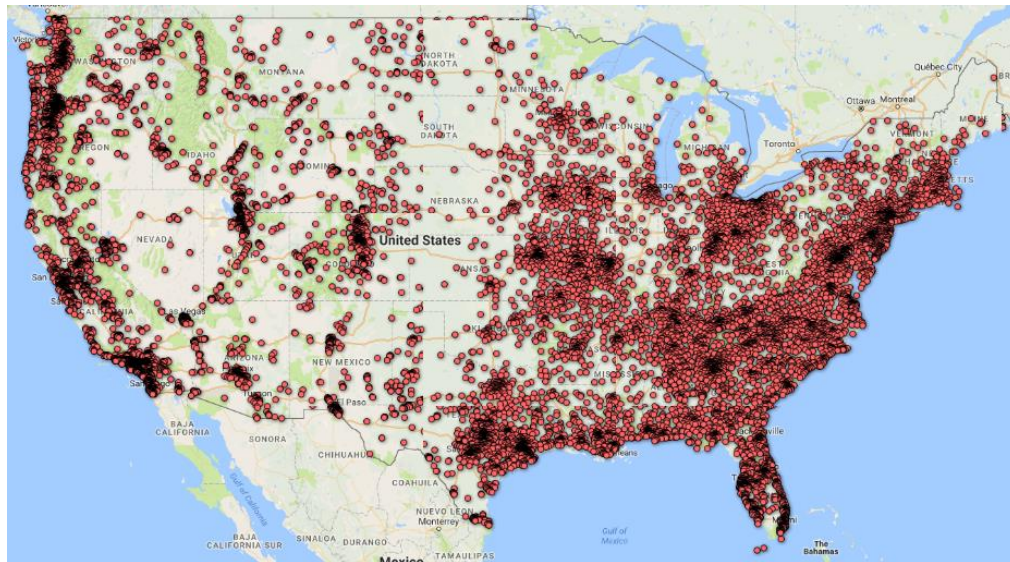
Over 12,000 Governments Nationwide Sell Surplus Assets on GovDeals.com



- 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 unequalled 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.

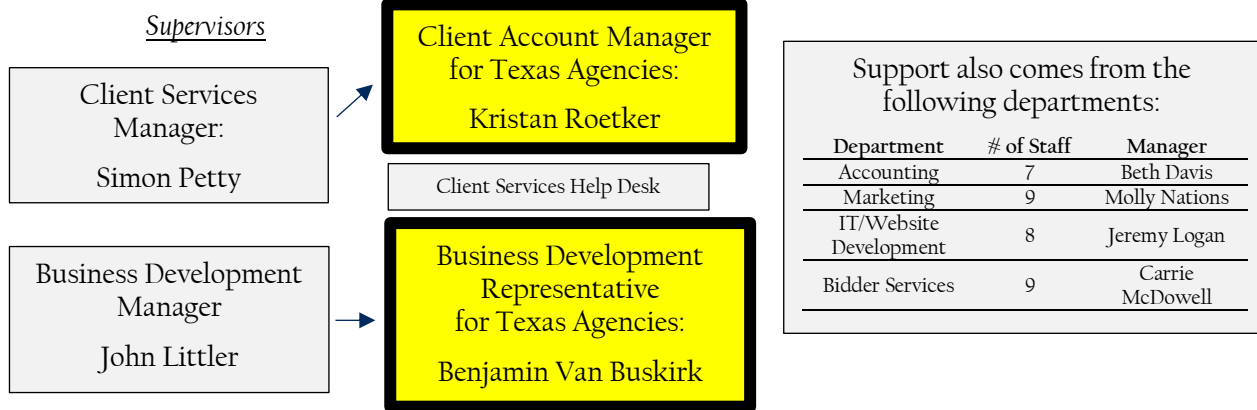
Key personnel directly serving each Agency will be a Client Account Manager and a regional Business Development Representative. Your Client Account Manager will provide initial training and ongoing service throughout the duration of the contract, including 24/7 support by phone and email.

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



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 in-depth 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 9 full-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 on-site 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 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.

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.

- **City of Austin – Fleet Services, TX**

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, 10th 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 hands-on 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,

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.

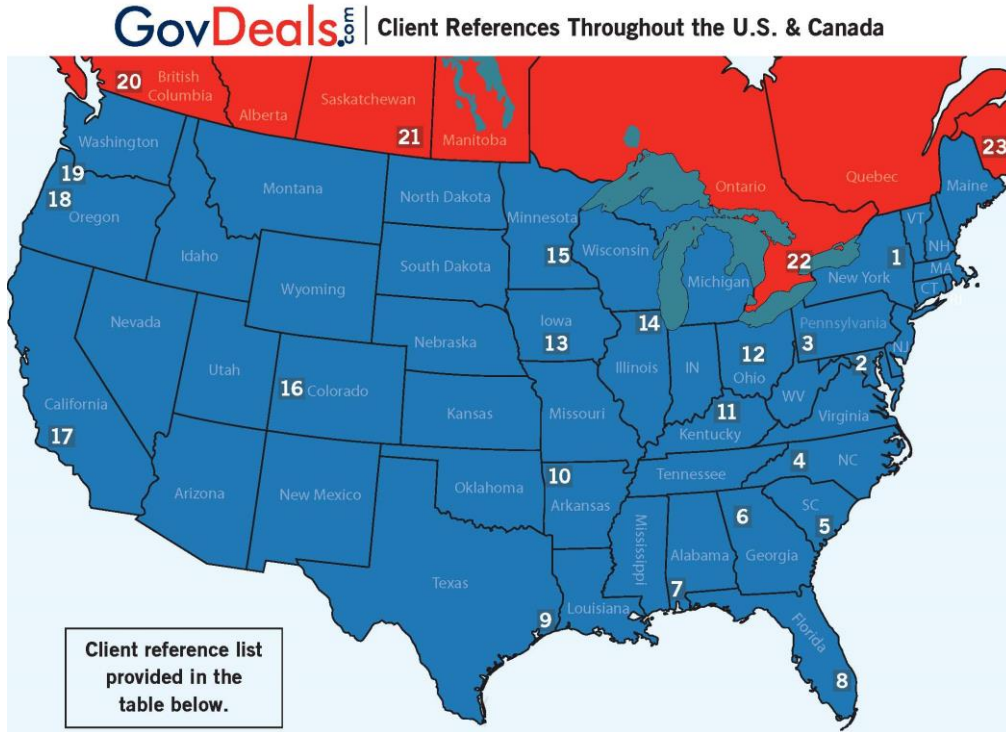
After making payment at GovDeals.com, winning bidders will be responsible for scheduling an asset removal appointment at the Agency's convenience, and GovDeals will remit payment to the Agency the week following each asset's removal from your property.

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.

Vitality, 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



1 Town of Queensbury, NY Barbara Tierney (518) 761-8240 barbarat@queensbury.net	7 Mobile, AL Anne Foley (251) 208-7408 anne@cityofmobile.org	13 Cedar Rapids, IA Luanne Carter (319)286-5021 surplus@cedar-rapids.org	19 Portland Police, OR Ty Routley (503) 823-2136 Robert.routley@portlandoregon.gov
2 State of Maryland Edwin Nunez (410) 767-4993 edwin.nunez@maryland.gov	8 South Florida Water Mgmt., FL Karen Kempf (561) 682-2113 kkempf@sfwmd.gov	14 Arlington Heights, IL Ray Salisbury (847) 368-5850 rsalisbury@vah.com	20 Dawson Creek, BC Dawn Carpenter (250) 784-3623 dcarpenter@dawsoncreek.ca
3 Pittsburgh, PA Peter McDevitt (412) 255-8924 peter.mcdevitt@pittsburghpa.gov	9 Galveston, TX David Smith (409) 797-3920 smithdav@cityofgalveston.org	15 Burnsville, MN Eric Olson (952) 895-4558 eric.olson@burnsvillemn.gov	21 Moose Jaw, SK Wade McKay (306) 694-4542 auction@moosejaw.ca
4 High Point, NC Gary Smith (336) 883-3598 gary.smith@highpointnc.gov	10 Fayetteville, AR Andrea Foren (479-595-8220 aforen@fayetteville-ar.gov	16 Montrose County, CO Richard Emerson (970) 964-2450 remerson@montrosecounty.net	22 Ontario Place, ON John Tannis (416) 314-9900 john.tannis@ontarioplace.com
5 Charleston County, SC Angela Kraft (843) 958-4602 akraft@charlestoncounty.org	11 Louisville-Jefferson Metro Gov., KY Trace McGarey (502) 817-0576 trace.mcgarey@louisvilleky.gov	17 County of Los Angeles, CA Candy Rodarte (323) 267-2339 crodarte@isd.lacounty.gov	23 New Brunswick Power, NB Gale Landry (506) 458-4948 galandry@nbpower.com
6 State of Georgia Steve Ekin (404) 656-6871 steven.ekin@doas.ga.gov	12 Ohio State University Michael Swick (614) 292-9738 swick.72@osu.edu	18 State of Oregon Sven Anderson (503) 378-6057 sven.anderson@state.or.us	

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..

Tab 6 Additional Required Documents

- **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

Date



Vice President & General Manager
Authorized Signature & Title

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2019-502511

Date Filed:
06/10/2019

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

GovDeals, Inc.
Montgomery, AL United States

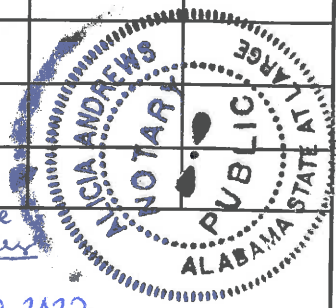
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Region 4 Education Service Center

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

19-06
Auctioneer Services and Related Projects

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary



5 Check only if there is NO Interested Party.

*Subscribed and sworn before me
June 14, 2019 Alicia Andrews
Notary Public of Alabama
Commission expires April 10, 2022*

6 UNSWORN DECLARATION

My name is Steve Kranzusch, and my date of birth is 4/8/1956

My address is 100 Capitol Commerce Blvd., Ste. 110, Montgomery, AL, 36117, 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 14th day of June, 20 19
(month) (year)

Steve Kranzusch
Signature of authorized agent of contracting business entity
(Declarant)

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 Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Steve Kranzusch, as an authorized representative of

GovDeals, Inc., a contractor engaged by

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 companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

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.



Signature of Named Authorized Company Representative

6/14/19

Date

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

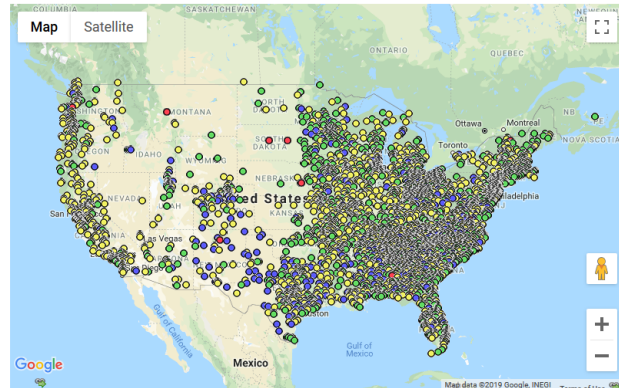
After 18 months of software development and testing, the first online auctions were conducted on GovDeals.com in early 2001.

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.

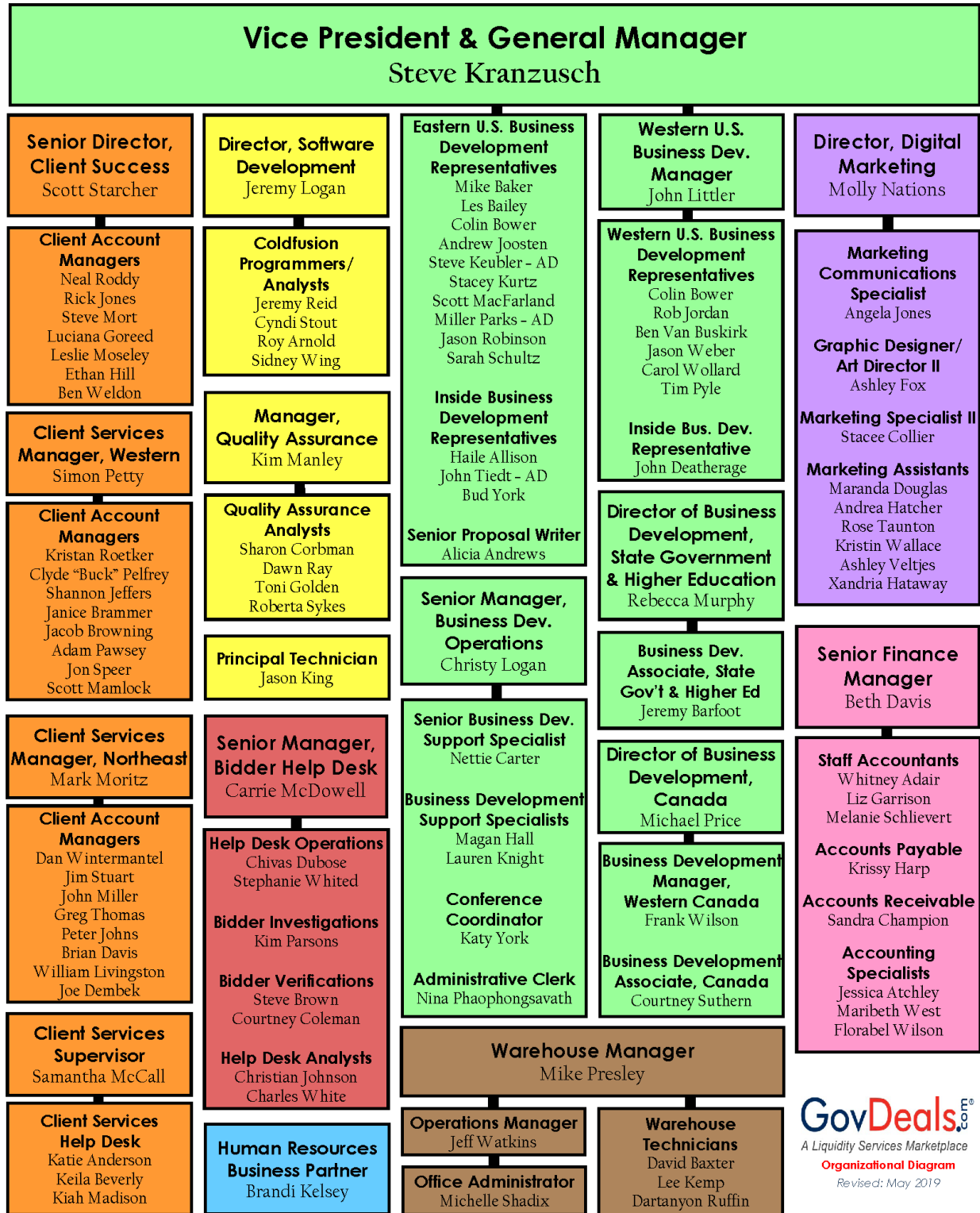
GovDeals' headquarters are in Montgomery, AL, where it was founded in 1999. GovDeals was acquired by Liquidity Services, Inc., in 2008. Headquartered in Bethesda, MD, Liquidity Services is a publicly held corporation with stock traded under the call letters LQDT on the NASDAQ stock exchange. Liquidity 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



GovDeals.co
A Liquidity Services Marketplace
Organizational Diagram
Revised: May 2019

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



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 Managers 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 on-site 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.
 - 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 (www.govdeals.com) 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.
 - 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.
 - 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.
 - Emissions are further reduced by eliminating the necessity for potential bidders to travel to an auction site.
 - According to www.fueleconomy.gov, 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. $(50/20 \times 20 \times 250)$

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:

- 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**

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:**
- 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**

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:

- i. **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
skranzusch@govdeals.com | 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
jlittler@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
clogan@govdeals.com | 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 which 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 skranzusch@govdeals.com 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 joint 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, CO	\$2.9 million	Kris Deutmeyer	720-913-8247 Kristopher.deutmeyer@denvergov.org
Virginia Beach, VA	\$2.7 million	Sharon Ratcliff	757-385-8276 sratcliff@vb.gov.com
Miami-Dade County, FL	\$2.5 million	Terrence Thompson	305-392-3752 terr@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

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").

\$ 0 .00 in year one

\$ 0 .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.

- 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.

OMNIA PARTNERS COMPANY EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

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.

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

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 OMNIA Partners. Utilization of the Master Agreement by Participating Public 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.

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

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.

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

- 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;
 - 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.
- 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

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

- 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:
- i. 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

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE 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
 - iv. 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

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

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**

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? YES SUL Initials 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? YES SUL Initials 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? YES SUL Initials 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**

Pursuant to Federal Rule (G) 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 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? YES SUL Initials 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? YES SUL Initials 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, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall 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 sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES SUL Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES SUL Initials of Authorized Representative of offeror

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

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? YES SM Initials 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? YES SM Initials 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 SM Initials of Authorized Representative of Vendor

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 SM Initials of Authorized Representative of offeror

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 SM Initials of Authorized Representative of offeror

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? YES SM Initials of Authorized Representative of offeror

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.

Offeror's Name: GovDeals, Inc.

Address, City, State, and Zip Code: 100 Capitol Commerce Blvd., Ste. 110, Montgomery, AL 36117

Phone Number: 334-274-3846 Fax Number: 334-387-0519

Printed Name and Title of Authorized Representative Steve Kranzusch, Vice President and General Manager

Email Address: vendor@govdeals.com

Signature of Authorized Representative:



Date: 6/14/19

**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

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: GovDeals, Inc.

Street: 100 Capitol Commerce Blvd., Ste. 110

City, State, Zip Code: Montgomery, AL 36117

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I Steve Kranzusch, an authorized representative of GovDeals, Inc., a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	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 further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

6/14/19
Date

Steve Kranzusch

Vice President and General Manager
Authorized Signature and Title

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

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 of Montgomery

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

the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

GovDeals, Inc.
Company Name

Steve Kranzusch Vice President & General Manager
Authorized Signature & Title

Subscribed and sworn before me

this 14th day of June, 2019

Alicia Shelton
Notary Public of State of Alabama
My commission expires April 10, 2022



OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

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

② A photo copy of their Certificate of Employee Information Report

OR

3. A complete Affirmative Action Employee Information Report (AA302) _____

Public Work – Over \$50,000 Total Project Cost:

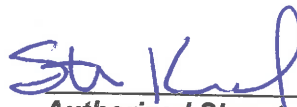
A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the

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.

6/14/19

Date



Vice President and General Manager

Authorized Signature and Title

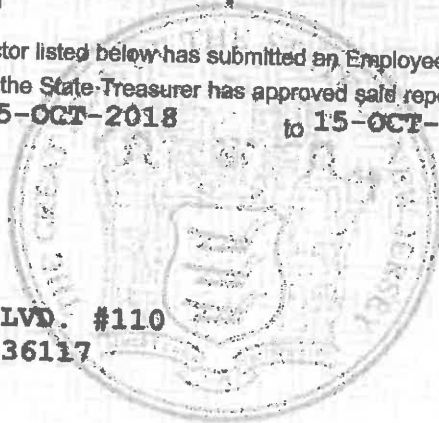
Certification 39218

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

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

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



Elizabeth Maher Muoio

**ELIZABETH MAHER MUOIO
State Treasurer**

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 Executive}

County Clerk

Surrogate

Sheriff

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.**

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

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 business organization:

Partnership Corporation Sole Proprietorship

Limited Partnership Limited Liability Corporation Limited Liability Partnership

Subchapter S Corporation

Sign and notarize the form below, and, if necessary, 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 14th day of June, 2019

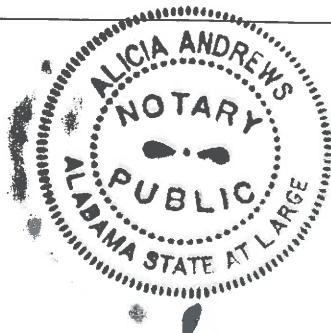
(Notary Public) Alicia Andrews

My Commission expires: April 10, 2022

Steve Kranzusch
(Affiant)

Steve Kranzusch, Vice President & General Mgr.
(Print name & title of affiant)

(Corporate Seal)



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 <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal 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

PLEASE 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 complete the Certification below.

OR

I 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.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

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

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from 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 answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this 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 my 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 unenforceable.

Full Name (Print): Steve Kranzusch

Signature: 

Title: Vice President and General Manager

Date: 6/14/19



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.

Dashboard

Company Info

Address: 100 Capitol Commerce Blvd Ste 110 Montgomery, AL 36117	Phone: (800) 613-0156	DBA's: (SUBSIDIARY OF LIQUIDITY SERVICES, INC., BETHESDA, MD)
Mailing Address:	Fax:	URL: www.liquidation.com
Location Type: Single location subsidiary		

Scores

PAYDEX®	Delinquency Predictor		Financial Stress		Credit Limit Rec.	DandB Rating
Score	Score	Class	Score	Class	Recommendation	Rating
80 ▲	575 ▲	2	1547 ▲	2	\$50K	1R2

Payments Summary

Current PAYDEX®:	80	Equal to generally within terms
Industry Median:	79	Equal to 2 DAYS BEYOND terms
Payment Trend:	↔	Unchanged, compared to payments three months ago

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

PAYDEX®

80 ▲

ON TERMS

3 Month PAYDEX®

80 ▼



Understanding My Score

Payment History

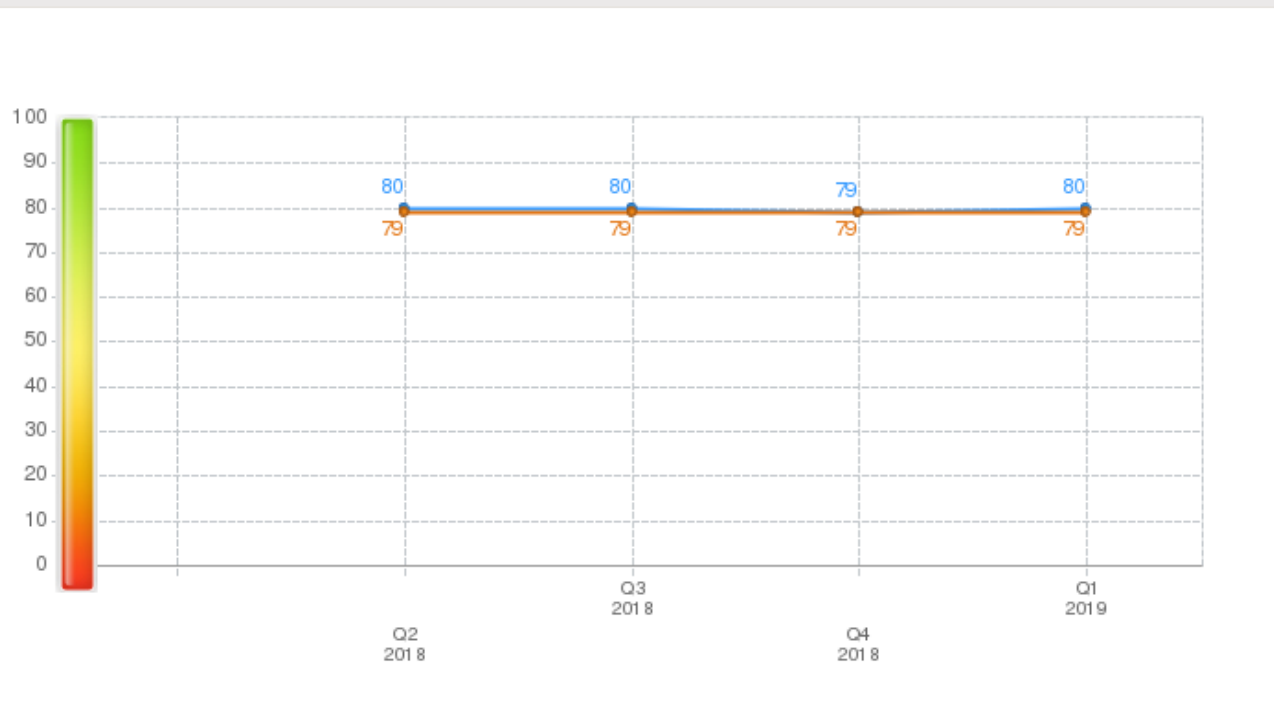
Total (Last 12 Months): 30

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.

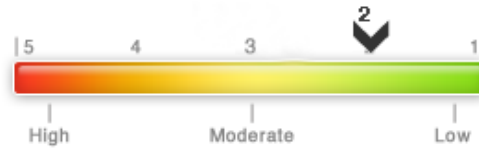
- Current PAYDEX® for this business is 80 , or equal to ON TERMS
- The 12-month high is 80 , or equal to ON TERMS terms.

- 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 **575** ▲ Class **2** Percentile **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:

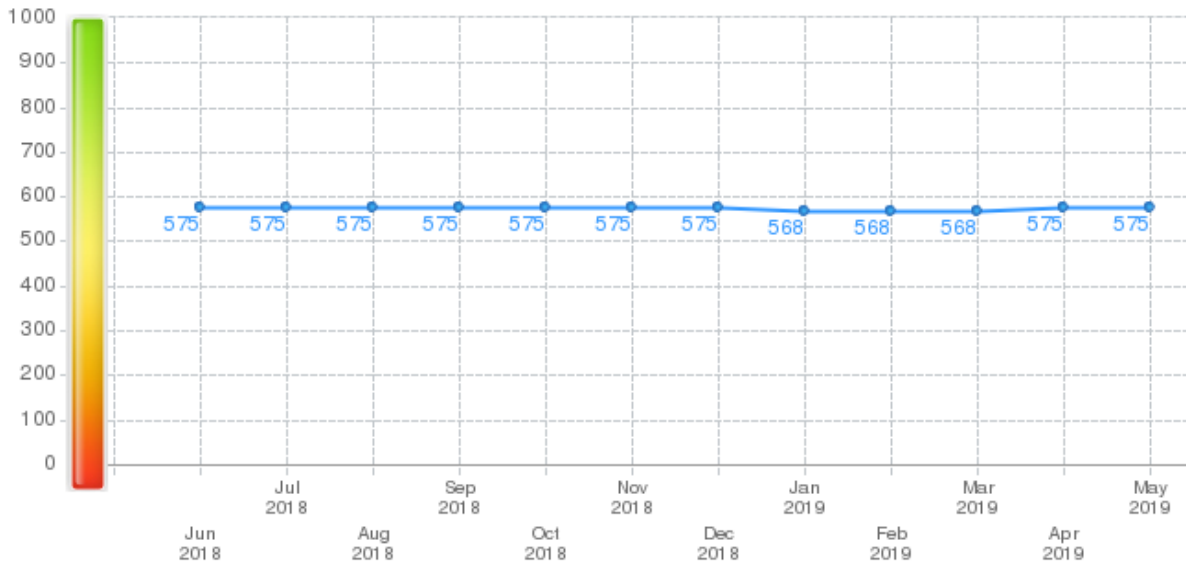
Higher risk industry based on delinquency rates for this industry

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.

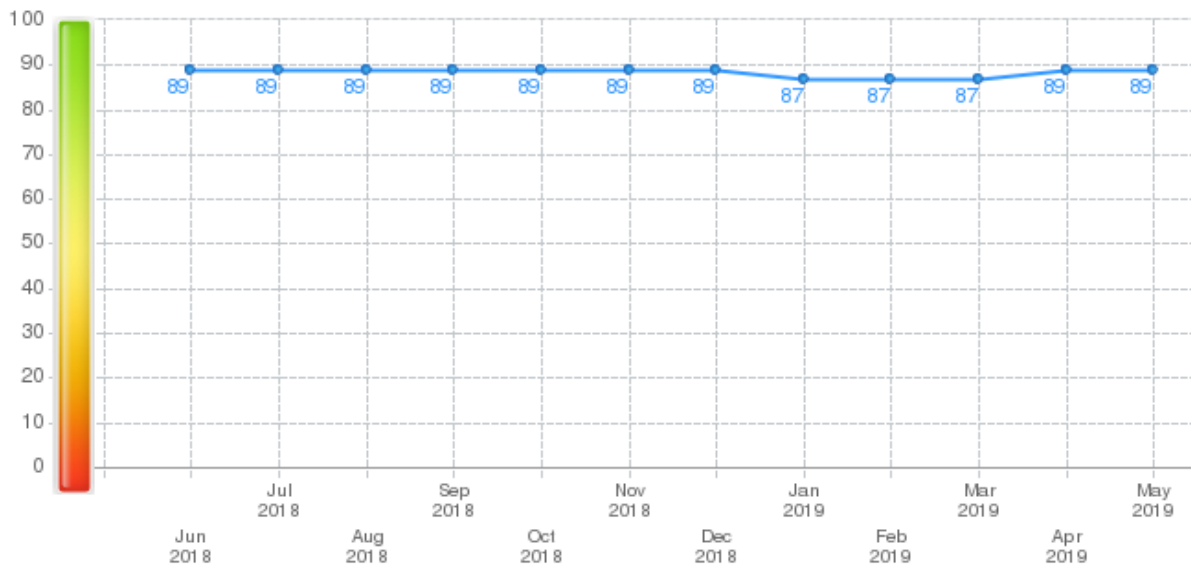
Key			
Score	Class	Percentile	Incidence of Delinquency
482 - 670	1	91 - 100	6.0%
451 - 481	2	71-90	10.6%
404-450	3	31-70	18.4%
351-403	4	11-30	31.5%
1-350	5	1-10	70.0%

Trends - Scores, 12 Month



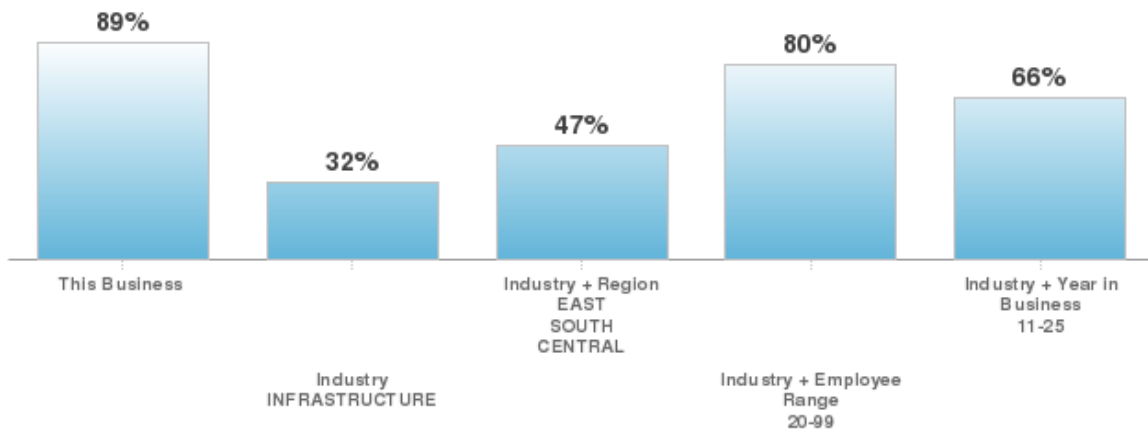
• My Company (575)

Trends - Percentile, 12 Month



• My Company (89%)

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 **1547** ▲ Class **2** Nat'l % **88%**

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



Understanding My Score

Incidence of Financial Stress:

Among Companies with this Classification: **0.09%**
 Average compared to business in D&Bs database: **0.48%**
 # 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:

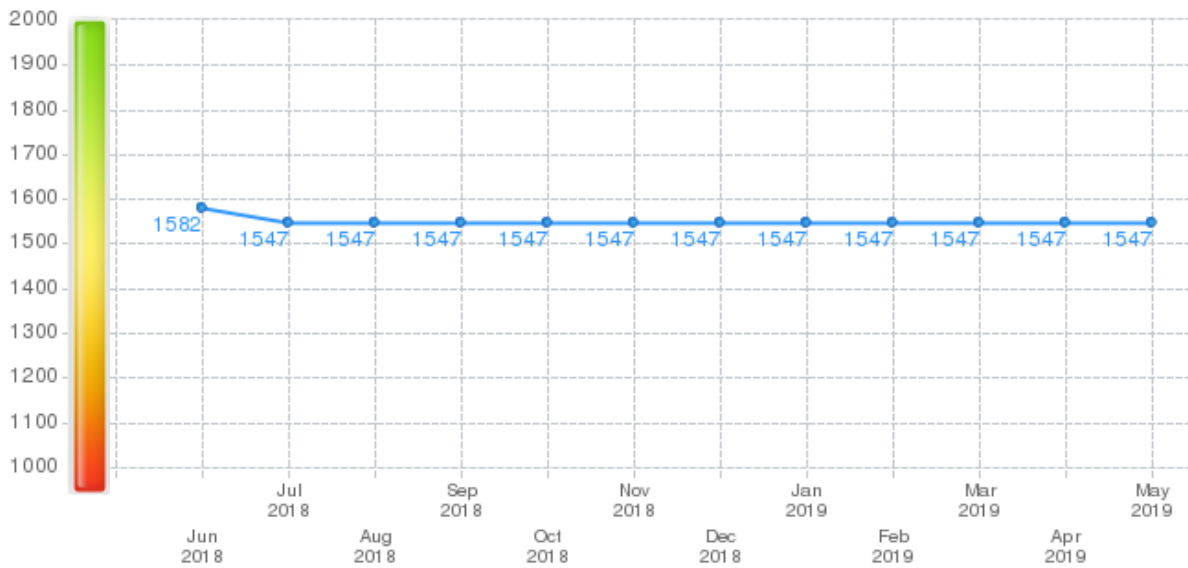
- The Financial Stress Class indicates that this firm shares some of the same business and financial characteristics of other companies with this classification. It does not mean the firm will necessarily experience financial stress.

- 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

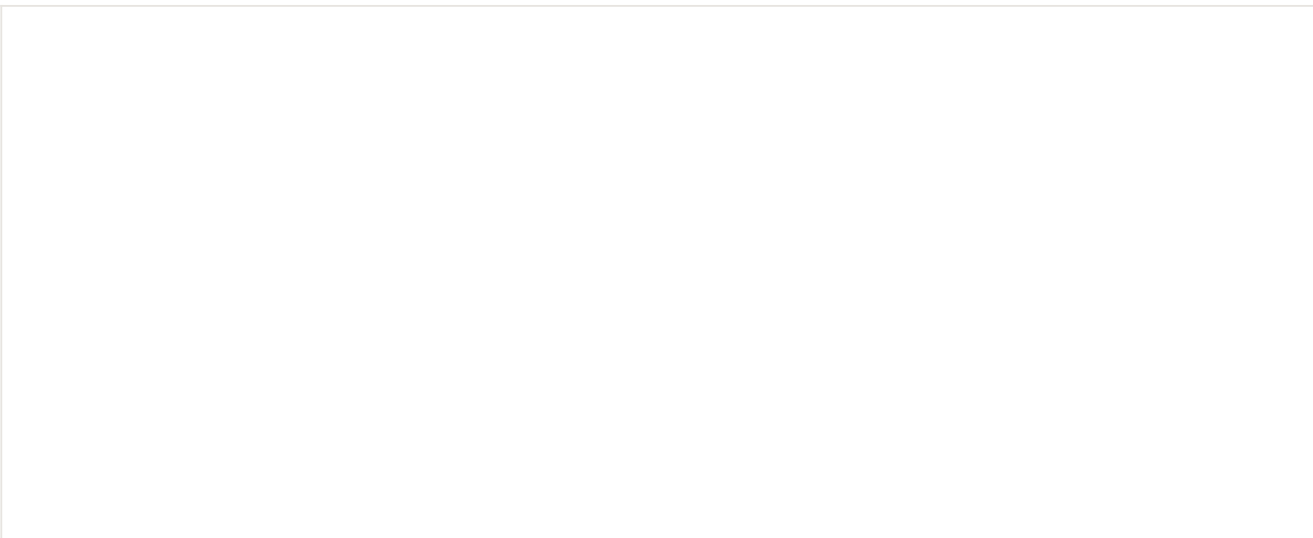
Score	Class	Percentile	Incidence of Financial Stress
1570-1875	1	95-100	0.03%
1510-1569	2	69-94	0.09%
1450-1509	3	34-68	0.24%
1340-1449	4	2-33	0.84%
1001-1339	5	1	4.70%

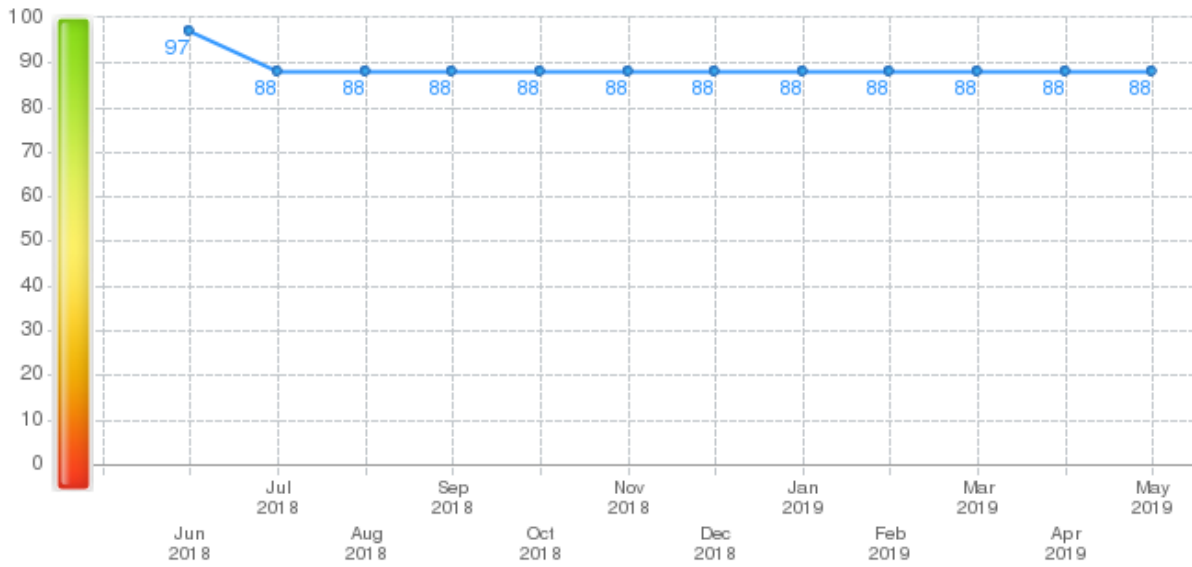
Trends - Scores, 12 Month



• My Company (1,547)

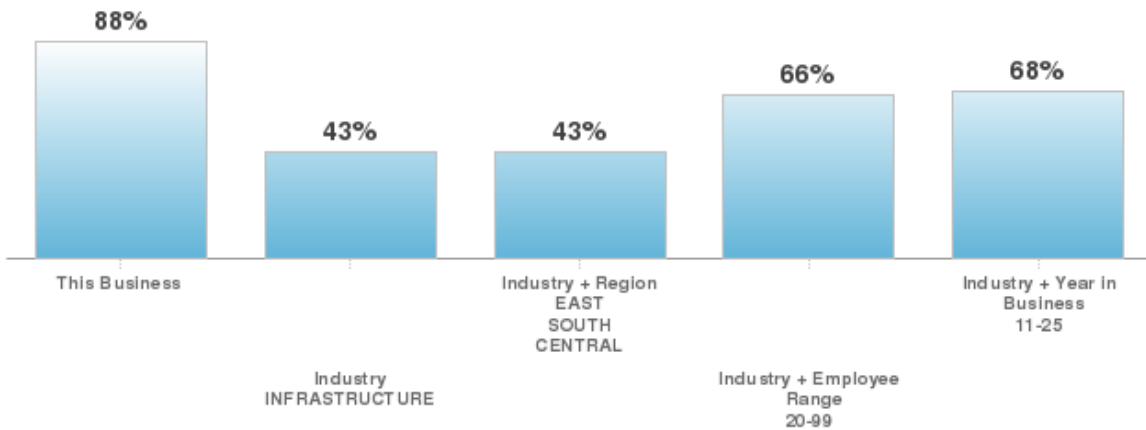
Trends - Percentile, 12 Month





- My Company (88%)

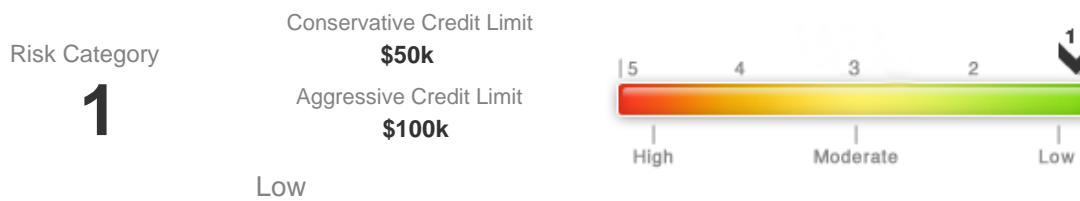
Industry - Comparison



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

Rating
1R2

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

D&B 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®:
Industry Median: 79 Equal to 2 DAYS BEYOND terms
Payment Trend:  Unchanged, compared to payments three months ago

Total payment Experiences in D&Bs File (HQ): 30
Total payment Experiences during the last 3 months: 13
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 Received	Total Dollar Amount	Largest High Credit Payment summary	Within Terms	Days Slow			
					31	30-80	81-90	90
Top Industries								
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 SERVICES, INC., BETHESDA, MD)	History:	NA
Street Address:	100 Capitol Commerce Blvd Ste 110 Montgomery, AL 36117	Operations:	NA
		Present Management Control:	11 Years
		Annual Sales:	NA
		Year Started:	1999
Mail Address:	NA	Manager:	NA
Phone:	(800) 613-0156	Gross Revenue:	NA
Line of Business:	Telephone communications	Financial Condition:	NA

History

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 Pl, 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 than 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:

No

Noteworthy special events in the company's file:

02/26/2018:

Business address has changed from 5907 Carmichael PI, 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 #	Country	City, State / Province
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 MIDLANDS
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 MIDLANDS
LIQUIDITY SERVICES UK LTD	34-637-0936	NORWAY	,



Notice of Material Change to the Vendor Contract

Pursuant to the terms of your awarded vendor contract, all vendors must notify Region 4 Education Service Center ("Region 4") when any material change in operations, that may adversely affect members, (i.e. assignment, bankruptcy, change of ownership, merger, etc.) is made. No material change may be made to the contract without the prior written approval of Region 4. Region 4 reserves the right to accept or reject any new party.

GovDeals, Inc. / Liquidity Services Operations, LLC (vendor company name) hereby provides notice of the following material change to contract number: R190601 on this date 3/4/2021.

Instructions: (Vendors must check all that may apply and provide supporting documentation. Place your initials next to each item to confirm that documents are, indeed, included. Be sure to sign the signature page with all require signatures, prior to submitting your notice to Region 4 for approval).

- | | |
|---|---|
| <input type="checkbox"/> Assignment | <input type="checkbox"/> Change in ownership (<i>sale/purchase</i>) |
| <input type="checkbox"/> Indicate if you are assigning to your own subsidiary | <input type="checkbox"/> Asset Purchase Agreement |
| <input type="checkbox"/> Assumption Agreement | <input type="checkbox"/> Other supporting documentation |
| <input type="checkbox"/> Other supporting documentation | |
| <input type="checkbox"/> Bankruptcy | <input type="checkbox"/> Acquisition |
| <input type="checkbox"/> Official legal Notice of Bankruptcy Proceedings | <input type="checkbox"/> Asset Purchase Agreement |
| <input type="checkbox"/> Other supporting documentation | <input type="checkbox"/> Other supporting documentation |
| <input checked="" type="checkbox"/> Merger | <input type="checkbox"/> Other |
| <input type="checkbox"/> Share Exchange Agreement | <input type="checkbox"/> Supporting documentation |
| <input checked="" type="checkbox"/> Merger and Acquisition Agreement | |
| <input type="checkbox"/> Asset Purchase Agreement | |
| <input type="checkbox"/> Other supporting documentation | |

Notes: Vendor may include any other notes regarding the material change here: (attach another page if necessary).

GovDeals, Inc., was involved in an internal merger in 2020, resulting in our company name changing to Liquidity Services Operations, LLC. All of GovDeals' Clients' auctions will continue to be conducted at www.govdeals.com, and all business functions remain the same.

Liquidity Services Operations, LLC is a wholly owned subsidiary of Liquidity Services, Inc., as was GovDeals, Inc. before its dissolution.

Upon approval of this notice, the awarded contract holder and/or subsequent assignee agree to and understand the following principles:

- i. **Contract holder reference.** If the contract holder undergoes a merger, acquisition, or partial assignment, in which case they still maintain the contract, then all transactions made under the existing contract number (including purchase orders) must reference the name of the awarded contract holder. The exception to this requirement is if the contract holder no longer holds the contract or if the company has been acquired by another company and undergone a name change. Notice of the authorized name change, to the existing contract, must be provided and approved by Region 4.



In instances where the contract holder has acquired a separate and distinct company, and it is necessary to designate those certain purchases facilitated by the non-contract holder, then this designation may be made if, and only if, the contract holder is also referenced on the transaction.

ii. **Maintenance of records.** Both the awarded contract holder and subsequent assignee agree to remain responsible for maintaining all auditable records, including documents kept in the ordinary course of business and sales invoices, related to OMNIA Partners, Public Sector and/or contract number pursuant to the statutory requirements identified in the vendor contract.

iii. **Payments.** Both the awarded contract holder and subsequent assignee agree that all payments made by participating entities must be made directly to the contract holder, unless otherwise approved by Region 4. Accordingly, both parties acknowledge that in instances where it is necessary to designate the purchases facilitated by assignee, that the contract holder must also be referenced on the purchase order.

iv. **Handling of Proprietary and/or Confidential Information.** In accord with the terms of the contract, both awarded vendor and assignee agree that at all times it will hold in strict confidence and not disclose to any third party Confidential and/or Proprietary information of Region 4, except as approved in writing by Region 4, and will use the Confidential Information for no purpose other than providing services under the contract. Both awarded vendor and assignee shall only permit access to Confidential Information to those of its employees or authorized representatives having a need to know and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein.

This document is to be construed in strict accordance with the terms and conditions outlined in the Region 4/vendor master agreement referenced herein. Both awarded vendor and assignee agree to uphold the vendor obligations set forth in the vendor agreement. This Agreement will become effective when signed by all parties.

AGREED AND ACCEPTED AS OF THE DATE FIRST SET FORTH ABOVE:

Company name of awarded vendor
GovDeals, Inc.

Official name of assigned or added company
Liquidity Services Operations, LLC

BY: Steve Kranzusch

BY: Steve Kranzusch

NAME: Steve Kranzusch

NAME: Steve Kranzusch

TITLE: Vice President and General Manager

TITLE: Vice President and General Manager

Region 4 Education Service Center

BY: Robert Zingelmann
0B1D33BB0130490...

NAME: Robert Zingelmann

TITLE: CFO

DATE: 3/11/2021 | 8:18 AM PST

AGREEMENT AND PLAN OF MERGER
of
GOVDEALS, INC.
(a Delaware corporation),
and
LIQUIDITY SERVICES OPERATIONS LLC
(a Delaware limited liability company)

This **AGREEMENT AND PLAN OF MERGER** (this "Agreement and Plan"), dated this 26th day of November, 2019, and effective as of December 31, 2019 at 11:59 p.m. Eastern Standard Time, is by and between **GOVDEALS, INC.**, a Delaware corporation ("GovDeals"), and **LIQUIDITY SERVICES OPERATIONS LLC**, a Delaware limited liability company ("Liquidity Services" and as the survivor of the Merger (as defined below) provided for herein called the "Surviving Company"). The parties hereinafter are sometimes collectively called "Constituent Entities."

WHEREAS, GovDeals is a corporation, duly incorporated and existing under the laws of the State of Delaware; and

WHEREAS, Liquidity Services is a limited liability company, duly formed and existing under the laws of the State of Delaware; and

WHEREAS, the sole member (the "Member") of Liquidity Services and the sole stockholder (the "Stockholder") of GovDeals, by resolutions duly adopted, have each approved this Agreement and Plan and declare it to be advisable and in the Constituent Entities' best interest that GovDeals merge with and into Liquidity Services in the manner and upon the terms and conditions set forth herein (the "Merger") pursuant to the applicable provisions of the Delaware General Corporation Law (the "DGCL") and the Delaware Limited Liability Company Act (the "Act").

NOW, THEREFORE, for the purpose of effecting such Merger and prescribing the terms and conditions thereof, and in consideration of the mutual covenants and agreements contained herein, the Constituent Entities, intending to be legally bound, hereby covenant and agree as follows:

1. Merger. Upon compliance with the applicable provisions of the Act, at the Effective Time (as defined herein), GovDeals shall be merged with and into Liquidity Services and, thereupon, the separate existence of GovDeals shall cease and Liquidity Services shall continue to exist as the Surviving Company.

2. Certificate of Formation and Operating Agreement. The terms and conditions of the Merger are as follows:

(a) At the Effective Time, the Certificate of Formation of Liquidity Services, as in effect immediately prior to the Effective Time, shall be and remain the Certificate of Formation of the Surviving Company until thereafter amended and changed in the manner prescribed by the provisions of the Act.

(b) At the Effective Time, the Operating Agreement of Liquidity Services, as in effect immediately prior to the Effective Time, shall be and remain the Operating Agreement of the Surviving Company until thereafter amended and changed as therein provided, and in the manner prescribed by the provisions of the Act.

3. Officers and Managers.

(a) At the Effective Time, the officers of Liquidity Services immediately prior to the Effective Time shall be the officers of the Surviving Company, in each case until their respective successors are duly elected or appointed and qualified.

(b) At the Effective Time, the Member of Liquidity Services immediately prior to the Effective Time shall be the Member of the Surviving Company, in each case until its respective successors are duly elected or appointed and qualified.

4. Equity of Constituent Entities.

(a) At the Effective Time, the shares of stock of GovDeals issued and outstanding immediately prior to the Effective Time shall be cancelled and retired and shall cease to exist without consideration upon the Merger and no new membership interests or other securities of the Surviving Company shall be issued with respect thereto.

(b) At the Effective Time, the membership interests of Liquidity Services issued and outstanding shall not be converted or exchanged in any manner by the Merger and shall continue to represent the membership interests of the Surviving Company.

5. Amendment of Plan. This Agreement and Plan may be amended by the mutual written agreement of the board of directors of GovDeals and the sole member of Liquidity Services at any time prior to the Effective Time.

6. Abandonment of Plan. This Agreement and Plan may be abandoned by the mutual written agreement of the board of directors of GovDeals and the Member of Liquidity Services at any time prior to the Effective Time.

7. Effective Time. The Effective Time of the Merger herein provided for shall be December 31, 2019 at 11:59 p.m. Eastern Standard Time (the "Effective Time").

8. State Filings. The proper officers of each of the Constituent Entities shall make and execute whatever certificates and documents that are required by the State of Delaware to effect the Merger, and to cause the same to be filed, in the manner provided by law, and to do all things whatsoever, whether within or without the State of Delaware, which may be necessary and proper to effect such Merger.

9. Effect of Merger. At the Effective Time:

(a) The separate existence of GovDeals shall cease and Liquidity Services shall continue to exist as the Surviving Company.

(b) The Surviving Company shall succeed to and possess all of the property (real, personal and mixed), rights, privileges, immunities, powers, purposes and franchises, and shall be subject to all of the obligations, restrictions and liabilities of each of the Constituent Entities, all without further act or deed, and all as more fully set forth under the Act.

10. Counterparts. This Agreement and Plan may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same agreement.

[Signatures appear on following page]

IN WITNESS WHEREOF, the parties hereto have duly executed this Plan of Merger on the date first set forth above.

GOVDEALS, INC., a Delaware corporation

By: 

Name: Mark A. Shaffer

Title: Vice President, General Counsel
and Corporate Secretary

LIQUIDITY SERVICES OPERATIONS LLC, a
Delaware limited liability company

By: **Liquidity Services, Inc.**, sole Member

By: 

Name: Mark A. Shaffer

Title: Vice President, General Counsel
Corporate Secretary



7145 West Tidwell Road ~ Houston, Texas 77092
(713)-462-7708
www.esc4.net

NOTICE TO OFFEROR

Solicitation Number 19-06

Request for Proposal (“RFP”)
by

Region 4 Education Service Center (“ESC”)

for

Auctioneer Services and Related Products

SUBMITTAL DEADLINE: Tuesday, June 25, 2019, 2:00 PM CENTRAL TIME

Questions regarding this RFP must be submitted in writing to Crystal Wallace, Business Operations Specialist, at questions@esc4.net or (713)-744-8189 no later than June 7, 2019. All questions and answers will be posted to <http://www.esc4.net/services/purchasing/region-4-nipa-solicitations>. Offerors are responsible for viewing the website to review all questions and answers prior to submitting proposals. Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.

Proposals must be sealed, prominently marked with the RFP solicitation number, RFP title, RFP opening time/date and name of Offeror. Submissions must be received by the Region 4 ESC office at: 7145 West Tidwell Road, Houston, TX 77092 no later than 2:00 pm CT. Proposals received prior to the submittal deadline will be time-stamped upon receipt and kept secure and unopened. At the submittal deadline, Region 4 ESC will collect all proposals received before the deadline in the room designated for the proposal opening. Proposals will be opened and recorded publicly. Any proposal received later than the specified time, whether delivered in person, courier or mailed, will not be considered. Late proposals will be returned to sender unopened.

NON-MANDATORY PRE-PROPOSAL CONFERENCE

Offerors are strongly encouraged, but not required to participate in a pre-proposal conference with the Business Operations Specialist, which will be held on June 5, 2019 at 1:00 pm in the Region 4 ESC offices located at 7145 West Tidwell Road, Houston Texas 77092. To attend the conference, potential Offeror must notify Crystal Wallace, Business Operations Specialist, at cwallace@esc4.net, by June 7, 2019. Offeror's who are unable to attend in person but would like to call in must also send an email to request call in instructions. The purpose of this conference is to clarify the contents of this RFP in order to prevent any misunderstanding of Region 4 ESC's position. Any doubt as to the requirements of this RFP or any apparent omission or discrepancy should be presented to Region 4 ESC at this conference. Region 4 ESC will then determine the appropriate action necessary, if any, and may issue a written addendum to the RFP. Oral statements or instructions will not constitute an addendum to this RFP.

Publication Date: May 22, 2019

I. SCOPE OF WORK

Region 4 Education Service Center (“Region 4 ESC”) requests proposals from qualified suppliers with the intent to enter into a Contract for auctioneer services and related products. Region 4 ESC is seeking a provider that has the depth, breadth and quality of resources necessary to complete all phases of the Contract. Awarded Offeror(s) shall deliver products and services under the terms of this agreement. While this solicitation specifically covers auctioneer services and related products, each awarded Offeror may offer their complete product and service offering, or balance of line. Region 4 ESC reserves the right to accept or reject any or all balance of line items offered.

Region 4 ESC is an education service center established by the Texas Legislature in 1967 to assist school districts and charter schools in improving efficiencies. Region 4 ESC directly serves a seven-county area comprised of 48 public school districts and 34 open-enrollment charter schools, representing more than 1.2 million students, 95,000 educators and 1,500 campuses. Through cooperative contracts Region 4 ESC extends the opportunity to operate more efficiently and economically to agencies nationwide through OMNIA Partners (see below).

The Contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other members. Although the awarded Offeror(s) may restrict sales to certain public units (for example, state agencies or local government units), any proposal that prohibits sales from being made to public school districts may not be considered. Sales without restriction are preferred. These types of contracts are commonly referred to as being “piggybackable.”

NATIONAL CONTRACT

Region 4 ESC, as the Principal Procurement Agency, defined in Appendix D, has partnered with OMNIA Partners to make the resultant contract (also known as the “Master Agreement” in materials distributed by OMNIA Partners) from this solicitation 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 Region 4 is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a “Participating Public Agency”). Appendix D contains additional information about OMNIA Partners and the cooperative purchasing agreement.

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners public sector subsidiaries, National IPA and U.S. Communities, our participants now have access to more competitively solicited and publicly awarded cooperative agreements. The lead agency contracting process continues to be the foundation on which we are founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. As a channel partner with Vizient (formally, Novation), OMNIA Partners leverages over \$100 billion in annual supply spend to command the best prices for products and services. With corporate, pricing and sales commitments from the

Contractor, OMNIA Partners provides marketing and administrative support for the Contractor that directly promotes the Contractor'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. Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Contractor benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Contractor need to respond to additional competitive solicitations. As such, the Contractor must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Contractor and respond to the OMNIA Partners documents (Appendix D, Exhibit A).

While no minimum volume is guaranteed to the Contractor, the estimated sales volume of auctioneer services under the Master Agreement through OMNIA Partners is approximately \$20 million. This projection is based on the current annual volumes among Region 4 ESC, other Participating Public Agencies 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 the Contractor and OMNIA Partners.

Customer Support

Contractor shall provide timely and accurate technical advice and sales support to Region 4 ESC staff and Participating Agencies. Contractor shall respond to such requests within one (1) working day after receipt of the request.

SERVICES SPECIFICATIONS

The awarded contractor(s) shall assist the end user with making a determination of their individual needs. It is the intent of this document to meet each state's statutory requirements for providing auctioneer services and related products in that jurisdiction.

Offeror shall provide a comprehensive web-based online and/or live auction system for disposal of surplus property and material.

Auction System:

Offeror shall use the latest Internet technologies to provide an easy to use/user friendly solution for accessing, interacting, communicating and conducting surplus disposal tasks and related activities, including but not limited to daily program administration, posting of auctions, marketing of auctions, receiving and evaluating bids, blocking bidders, invoicing awarded bidders, and receiving payments.

- o Auction system shall allow the seller to determine and enter auction dates, description of the item(s), photos images, amount of time bids may be submitted, minimum acceptable bids, bid increment amounts, reserve amounts, and terms of sale.
- o The system shall allow the seller to conduct multiple and ongoing auctions while complying with all state and local laws and requirements.
- o The auction system shall provide a seller with the ability to first offer the surplus property for reallocation within the agency is desired.
- o The auction system shall provide online real time or near real time reporting of bids and a summary of bid activity shall also be provided.
- o Auction system shall require potential bidders to register prior to submitting a bid.

- The auction system shall be updated and maintained on an ongoing basis to meet current and future needs and requirements, and to resolve system defects and problems.
- The auction system shall allow the seller to retrieve and print the documentation required to substantiate the surplus disposition and provide a complete audit trail.
- A comprehensive log must be available in printed form after each transaction. The transaction log shall include the following: Identification of the seller, description and quantity of each item auctioned, list of all bids, winning bid, summary of invoices issued, and summary of payments received.

Software Functionality:

Provide the URL for Offeror's online auction system.

Reporting:

The auction system shall provide a variety of reports detailing the system's utilization and activities. The reports shall track in-progress and completed activities.

Services:

Indicate additional services and activities the auction system can perform.

Implementation:

Describe your implementation methodology. As an example, attach a highlevel project schedule, with milestones from each implementation phase.

Training:

Offeror shall provide training to the contracting member agency. Training may be web-based. Offeror shall have and maintain a customer help desk to be accessed via telephone and/or email.

Marketing:

Offeror shall provide marketing of the web-based auction service to promote utilization of the site by potential buyers.

II. CALENDAR OF EVENTS (ALL DATES ARE TENTATIVE AND SUBJECT TO CHANGE):

<u>Event</u>	<u>Date</u>
Issue RFP	May 22, 2019
Pre-proposal Conference	June 5, 2019
Deadline for receipt of questions via email	June 7, 2019
Issue Addenda (if required)	TBD
Proposal Due Date	June 25, 2019
Approval from Region 4 ESC	August 27, 2019
Contract Effective Date	February 1, 2020

III. INSTRUCTIONS TO OFFERORS

1. Key Definitions

Contract: The legal agreement executed between Region 4 ESC and the awarded Offeror. A draft of the Contract is provided as Appendix A.

Contractor: Any provider or seller of goods or services who, as a result of the competitive solicitation process, is awarded a Contract by Region 4 ESC.

Days: calendar days

Offeror: A supplier submitting a proposal in response to a solicitation.

2. Inquiries and Discrepancies: Questions regarding this solicitation must be submitted in writing to Crystal Wallace, Business Operations Specialist, at questions@esc4.net or (713)-744-8189 no later than June 7, 2019. All questions and answers will be posted to <http://www.esc4.net/services/purchasing/region-4-nipa-solicitations>. Offerors are responsible for viewing the website to review all questions and answers prior to submitting proposals. Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.

3. Restricted and Prohibited Communications with Region 4 ESC: During the period between the date Region 4 ESC issues this RFP and the selection of the Contractor by Region 4 ESC, if any, Offerors shall restrict all contact with Region 4 ESC and direct all questions regarding this RFP, including questions regarding terms and conditions, only to the individual identified above in section "Inquiries and Discrepancies" in the specified manner. Do not contact members of the Board of Directors, other employees of Region 4 ESC or any of Region 4 ESC's agents or administrators. Contact with any of these prohibited individuals after issuance of this RFP and before selection is made, may result in disqualification of the Offeror.

The communications prohibition shall terminate when the Contract is recommended by the administration, considered by the Board of Directors at a noticed public meeting, and the Contract has been awarded. In the event the Board of Directors refers the recommendation back to staff for reconsideration, the communications prohibition shall continue. Additionally, during the time period between the award of the Contract by the Board of Directors and the execution of the Contract, Offerors shall not engage in any prohibited communications as described in this section.

Prohibited communications includes direct contact, discussion, or promotion of any Offeror's response with any member of Region 4 ESC's Board of Directors or employees except for communications with Region 4 ESC's designated representative as set forth in this RFP and only in the course of inquiries, briefings, interviews, or presentations. This prohibition is intended to create a level playing field for all potential Offerors, assure that decisions are made in public, and to protect the integrity of the RFP process. Except as provided in the above stated exceptions, the following communications regarding this RFP are prohibited:

- Communications between a potential Offeror, Offeror, their lobbyist or consultant and any member of Region 4 ESC's Board of Directors;
- Communications between any Region 4 ESC Director and any member of a selection or evaluation committee; and
- Communications between any Region 4 ESC Director and administrator or employee.

The communications prohibition shall not apply to the following:

- Communications with Region 4 ESC's purchasing staff specifically named and authorized to conduct and receive such communications under this RFP or upon the request of Region 4 ESC, with Region 4 ESC's legal counsel; and
- Presentations made to the Board of Directors during any duly noticed public meeting.

Nothing contained herein shall prohibit any person or entity from publicly addressing Region 4 ESC's Board of Directors during any duly noticed public meeting, in accordance with applicable Board policies, on a matter other than this RFP or in connection with a presentation requested by Region 4 ESC's representatives.

4. **Current products:** Proposals shall be for new materials and equipment in current production and marketed to the general public, education and government agencies at the time the proposal is submitted.
5. **Proposal Format:** Proposals must contain two (2) bound and signed original copies of the solicitation, and two (2) electronic copies on flash drives shall be provided. Offeror must also submit two (2) electronic proposals free of propriety information to be posted, if awarded a Contract.

Only sealed responses will be accepted. Faxed or electronically transmitted responses will not be accepted. Sealed responses may be submitted on any or all items, unless stated otherwise.

Responses must be provided in a three-ring binder or report cover using 8.5 x 11 paper clearly identified with the name of the Offeror's company and the solicitation name and number on both the outside front cover and vertical spine.

Tabs should be used to separate the proposal into sections. The following items identified must be included behind the tabs listed below. Each section should contain both the section of the RFP referenced and the Offeror's response to that section. Offerors failing to organize in the manner listed may be considered non-responsive and may not be evaluated.

6. **Binder Tabs:**

Tab 1 – Draft Contract and Offer and Contract Signature Form (Appendix A)

- a. Terms and Conditions Acceptance Form (Appendix B)

Tab 2 – Products/Pricing

Tab 3 – Performance Capability

- a. OMNIA Partners documents

Tab 4 – Qualification and Experience

- a. References

Tab 5 – Value Add

Tab 6 – Additional Required Documents (Appendix C)

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

Tab 7 – National IPA Response to a National Program (Appendix D, Exhibits A, F and G)

- 7. Additional Agreements: If an Offeror requires additional agreements, a copy of the proposed agreement must be included with the proposal.
- 8. Open Records Policy: Proposals submitted in response to this RFP become a matter of public record subject to release after Contracts are executed. If an Offeror believes its response, or parts of its response, may be exempt from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Offeror must provide this information on the "Acknowledgement and Acceptance of Region 4 ESC's Open Records Policy" (Appendix C, Doc #1). Any unmarked information will be considered public information and released, if requested under the Public Information Act. Price is not confidential and will not be withheld.

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 or Contractor. 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. After completion of award, these documents will be available for public inspection.

- 9. Disclosures: By signing the Offer and Contract Signature Form, Offeror affirms:
 - a) Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this proposal and any subsequent Contract.

Offerors must include a complete description of any and all relationships that might be considered a conflict of interest in doing business with Region 4 ESC.

- b) To the best of Offeror's knowledge, the proposal has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other Offerors or potential Offerors in the award of a Contract resulting from this RFP.

- c) Offeror is not currently delinquent in the payment of any franchise taxes.
- d) The individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.

10. Waiver: By submitting a proposal, Offeror expressly agrees to waive any claim it has or may have against Region 4 ESC, its directors, officers, its trustees, or agents arising out of or in connection with (1) the administration, evaluation, recommendation of any proposal; (2) any requirements under the solicitation, proposal package, or related documents; (3) the rejection of any proposal or any part of any proposal; and/or (4) the award of a Contract, if any.

Region 4 ESC shall not be responsible or liable for any costs incurred by Offerors or the successful Offeror in connection with responding to the RFP, preparing for oral presentations, preparing and submitting a proposal, entering or negotiating the terms of a Contract, or any other expenses incurred by an Offeror. The Offeror is wholly responsible for any such costs and expenses and shall not be reimbursed in any manner by Region 4 ESC.

11. Conditions of Submitting Proposal: Submission of a proposal confers no right on an Offeror to an award or Contract. Region 4 ESC, in its sole discretion and for any reason or no reason, reserves the rights to reject any or all proposals, accept only a part of any proposal, accept the proposal deemed most advantageous to Region 4 ESC, and waive any technicalities. The issuance of this RFP does not obligate Region 4 ESC to make an award or negotiate or execute a Contract. Prior to submission due date and time, Region 4 ESC reserves the right to amend the terms and provisions of the RFP, extend the deadline for submission of proposals, or withdraw the RFP entirely for any reason solely at Region 4 ESC's discretion. A proposal may be rejected if it fails to meet any requirement of this RFP.

12. Mailing of Proposals: All proposals submitted in response to the solicitation must be clearly identified as listed below with the solicitation number, title, name and address of the company responding. All packages must be clearly identified as listed below, sealed and delivered to the Region 4 ESC office no later than the submittal deadline assigned for this solicitation.

From _____

Company _____

Address _____

City, State, Zip _____

Solicitation Name and Number _____ Due Date and Time _____

13. Amendment of Proposal: A proposal may be amended prior to the time of opening by submitting a sealed letter to the location indicated on the front page of this solicitation.

14. Withdrawal of Proposals: Withdrawal of proposals prior to the opening date will be permitted by a written letter or electronic mail from the Offeror. Telephonic or oral withdrawals shall not be considered. After the opening date consideration may be given in cases where Offeror advises that it made a clerical error that is substantially lower than it intended. In such case, Offeror must provide written notice of their desire to withdraw, along with supporting documents, within 3 business days of receiving the acceptance letter or of being requested by Region 4 ESC for clarification of the proposal, whichever is later. Any Contract entered into

prior to Region 4 ESC receiving notice must be honored. No Offeror should assume their withdrawal request has been accepted unless, and until, they receive written acknowledgment and acceptance of their proposal withdrawal.

15. Offer and Acceptance Period: In order to allow for an adequate evaluation, Region 4 ESC requires a proposal in response to this RFP to be valid and irrevocable for one-hundred twenty (120) days after the proposal due date and time.
16. Non-Responsive Proposals: All proposals will be reviewed for responsiveness to the material requirements of the solicitation. A proposal that is not materially responsive shall not be eligible for further consideration for award of the Contract, and the Offeror shall receive notice of the non-award of its proposal.
17. Discussions: Region 4 ESC reserves the right to conduct discussion with Offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify a proposal and assure full understanding of, and responsiveness to, the RFP requirements.
18. Negotiations: In the event Region 4 ESC decides to conduct negotiations, exclusive or concurrent negotiations may be conducted with Offerors reasonably susceptible for award. During the course of negotiations, no Offeror's proposal, including pricing, shall be revealed to any other Offeror or to any other person who is not involved with the evaluation process. Exclusive or concurrent negotiations shall not constitute a Contract award, nor shall it confer any property rights to the successful Offeror. In the event Region 4 ESC deems negotiations are not progressing, Region 4 ESC may formally terminate these negotiations and may enter into subsequent exclusive or concurrent negotiations with the next most qualified Offeror(s).
19. Best and Final Offer: Region 4 ESC, in its sole discretion, may request Offerors reasonably susceptible for award to submit a Best and Final Offer. Offerors must submit their Best and Final Offers in writing. If an Offeror does not respond to the request for a Best and Final Offer, that Offeror's most recent prior submission will be considered its Best and Final Offer.
20. Specifications: When a solicitation contains a specification that states no substitutions, no deviation from this requirement will be permitted. Offeror must comply with the true intent of the specifications and drawings and not take advantage of any unintentional error or omission. In cases where no type and kind of product is specified, specifications have been developed to indicate minimal standards as to the usage, materials, and contents based on the needs of the members. References to manufacturer's specifications ("Design Guides"), when used by Region 4 ESC, are to be considered informative to give the Offeror information as to the general style, type and kind requested. Responses proposing goods, materials or equipment regularly produced by a reputable manufacturer shall be evaluated by Region 4 ESC which will, in its sole discretion, determine whether such proposed goods, materials or equipment are substantially equivalent to the Design Guides, considering quality, workmanship, economy of operation, and suitability for the purpose intended. Offerors should include all documentation required to evaluate whether or not their proposed goods, materials or equipment are substantially equivalent to the Design Guides.
21. Quality of Materials or Services: Offeror shall state the brand name and number of the materials being provided. If none is indicated, it is understood that the Offeror is proposing the exact brand name and number specified or mentioned in the solicitation. However, unless specifically stated otherwise, comparable substitutions will be permitted in cases where the

material is equal to that specified, considering quality, workmanship, economy of operation and suitability for the purpose intended.

22. Samples: Upon request, samples shall be furnished, free of cost, within seven (7) days after receiving notice of such request. By submitting the proposal Offeror certifies that all materials conform to all applicable requirements of this solicitation and of those required by law. Offeror agrees to bear the costs for laboratory testing, if results show the sample does not comply with solicitation requirements. Submissions may no longer be considered for failing to submit samples as requested.
23. Formation of Contract: A response to this solicitation is an offer to contract with Region 4 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a Contract until it is awarded by Region 4 ESC. A Contract is formed when Region 4 ESC's board signs the Offer and Contract Signature Form. The signed Offer and Contract Signature Form provided with the RFP response eliminates the need for a formal signing process.
24. Multiple Awards: Region 4 ESC reserves the right to award Contract(s) to multiple Offerors. The decision to award multiple Contracts, award only one Contract, or to make no awards rests solely with Region 4 ESC.
25. Non-Exclusive: Any Contract resulting from this solicitation shall be awarded with the understanding and agreement it is for the sole convenience and benefit of Region 4 ESC. Region 4 ESC reserves the right to obtain like goods and services from other sources.
26. Protest Procedure: Any protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm Central Time. No protest shall lie for a claim that the selected Offeror is not a responsible Offeror. Protests shall be filed with Robert Zingelmann, Chief Financial Officer, Finance and Operations Services, and sent to the Region 4 ESC office at: 7145 West Tidwell Road, Houston, TX 77092. Protests shall include the following:
 - a) Name, address and telephone number of protester;
 - b) Original signature of protester or its representative;
 - c) Identification of the solicitation by RFP number;
 - d) Detailed statement of legal and factual grounds including copies of relevant documents;
and
 - e) the form of relief requested.

Any protest review and action shall be considered final with no further formalities being considered.

IV. EVALUATION PROCESS AND CRITERIA

1. A committee will review and evaluate all responses and make a recommendation for award of Contract(s). The recommendation for Contract awards will be based on the predetermined criteria factors outlined in this section, where each factor is assigned a point value based on its importance. In evaluating the responses, the following predetermined criteria is considered:
 - a) Products/Pricing (40 Points)
 - b) Performance Capability (30 Points)
 - c) Qualification and Experience (20 Points)
 - d) Value Add (10 Points)
2. Offeror's proposal should, at a minimum, include the following for Region 4 ESC's evaluation:

a) 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.

- 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?
- Is there a minimum auction fee?
- Is the auction fee the same for all auctions or a scaled fee based upon size of auction or sale price?
- Is the auction fee deducted from or added to the sale price?
- Provide fees for involved marketing of the auction sale, including real estate (residential, commercial and industrial lots), commercial equipment and vehicles.
- Provide any other information applicable to the auction fee.

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.

Technical Support

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

System Upgrade & Maintenance

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

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
 - Indicate how sales tax/use tax would be tracked and paid.
 - Identify what jurisdiction(s) would be the recipient of sales tax revenue.
- 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.
- Is a fee charged for a Member to register on the system?
- Is a fee charged for a potential bidder to register on the system?
- Discuss how fees are collected from agency pay and a Buyer pay perspective
- Describe options available for collecting payment from bidders (e.g. agency collect, Contractor collect, etc.)

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

- Describe the process for creating and conducting an auction.
 - Describe the steps for a member to begin using the web-based auction system.
 - 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.
 - Describe the system's security capabilities and the privacy protection available to both sellers and buyers.
 - 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.
 - Describe the tools available to the bidder for participating in auctions, including but not limited to, email notifications, proxy bidding, identity protection, etc.
 - Provide website information to include administrative access to the site. Include instructions and screen shots for navigating the various site tools.
 - 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.*
 - 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
 - What is the typical methodology for requesting customization and typical time frame for responding to such a request?
- e. Describe how Offeror responds to emergency orders.
- f. Describe Reporting:
- Describe the reporting capabilities available to the seller. Provide sample copies of a transaction log and admin fee payment reconciliation report.
 - Offeror shall provide contracting member agency a reconciliation report with each admin fee payment to substantiate the amount of the payment.
 - Describe the accounting process and online accounting capabilities, including but not limited to documentation of invoicing, payment and non-payment by bidders.
- g. Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.
- h. Describe Offeror's invoicing process.
- 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.
- j. Describe the financial condition of Offeror.
- k. Describe your 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.
 - Describe your ability to actively market auctions to prospective bidders in order to expand Contractor's bidder list.

- Indicate the average number of “hits” per day the proposed website receives.
 - Offeror shall provide links from contracting member agency web sites to auction site.
- l. 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.
 - Describe Offeror’s plan to minimize the number of buyers who renege on a purchase and the tools available to seller if this occurs.
 - Describe the types of items commonly sold on the proposed website and any exclusion.
 - Indicate payment options accepted by bidder (e.g., Visa, MasterCard, AMEX, personal check, cashier’s check, money order, etc.).

c) Qualification and Experience

- a. Provide a brief history of the Offeror, including year it was established and corporate office location.
- b. Describe Offeror’s reputation in the marketplace. Include how many bidders are currently registered with the Offeror’s website.
- 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.
- d. Describe the experience and qualification of key employees.
- e. Describe Offeror’s experience working with the government sector.
- f. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.
- 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.
- 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.*
- i. Provide any additional information relevant to this section.

d) Value Add

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

3. Competitive Range: It may be necessary to establish a competitive range. Factors from the predetermined criteria will be used to make this determination. Responses not in the competitive range will not receive further award consideration. Region 4 ESC may determine establishing a competitive range is not necessary.
4. Past Performance: An Offeror's past performance and actions are relevant in determining whether or not the Offeror is likely to provide quality goods and services; the administrative aspects of performance; the Offeror's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Offeror's businesslike concern for the interests of the customer may be taken into consideration when evaluating proposals, although not specifically mentioned in the RFP.
5. Additional Investigations: Region 4 ESC reserves the right to make such additional investigations as it deems necessary to establish the capability of any Offeror.

APPENDIX A

DRAFT CONTRACT

This Contract ("Contract") is made as of _____, 201X by and between _____ ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of _____ ("the products and services").

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number R_____ for _____ ("RFP"), to which Contractor provided a response ("Proposal"); and

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) Scope: 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

CONTRACT

- 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) Entire Agreement (Parol evidence). 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) Assignment of Contract. 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) Contract Alterations. 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) Cancellation for Non-Performance or Contractor Deficiency. 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) Delivery/Service Failures. 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) Standard Cancellation. 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) Licenses. 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) Survival Clause. 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) Delivery. 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) Inspection & Acceptance. 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) Payments. 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's sole cost and expense. Notwithstanding the foregoing, in the event that 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) Discontinued Products. 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) Site Cleanup. 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) Site Preparation. 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) Safety measures. 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) Smoking. 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) Funding Out Clause. 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) Certificates of Insurance. 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) Legal Obligations. 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.

Appendix C
ADDITIONAL REQUIRED DOCUMENTS

- DOC #1 Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy
- DOC #2 Antitrust Certification Statements (Tex. Government Code § 2155.005)
- DOC #3 Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)
- DOC #4 Texas Government Code 2270 Verification Form

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.)

Date

Authorized Signature & Title

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Last Revision: February 16, 2016

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 Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, _____, as an authorized representative of

_____, a contractor engaged by

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 companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

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.

Signature of Named Authorized Company Representative

Date

Appendix D



Requirements for National Cooperative Contract

To be Administered by

OMNIA Partners

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

OMNIA Partners Exhibit A – RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

OMNIA Partners Exhibit B – ADMINISTRATION AGREEMENT, EXAMPLE

OMNIA Partners Exhibit C – MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

OMNIA Partners Exhibit D – PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

OMNIA Partners Exhibit E – CONTRACT SALES REPORTING TEMPLATE

OMNIA Partners Exhibit F – FEDERAL FUNDS CERTIFICATIONS

OMNIA Partners Exhibit G – NEW JERSEY BUSINESS COMPLIANCE

OMNIA Partners Exhibit H – ADVERTISING COMPLIANCE REQUIREMENT

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.

OMNIA PARTNERS COMPANY EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

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.

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

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 OMNIA Partners. Utilization of the Master Agreement by Participating Public 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.

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

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.

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

- 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;
 - 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.
- 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

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

- 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:
- i. 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

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE 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
 - iv. 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

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

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 B- ADMINISTRATION AGREEMENT, EXAMPLE



ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this "Agreement") is made this ___ day of _____ 20___, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners"), and _____ ("Supplier").

RECITALS

WHEREAS, the _____ (the "Principal Procurement Agency") has entered into a Master Agreement dated _____, Agreement No _____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "Master Agreement"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (the "Product");

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "Public Agencies"), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a "Participating Public Agency") may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners to Public Agencies;

WHEREAS, OMNIA Partners serves as the contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and

WHEREAS, OMNIA Partners and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners solely in its capacity as the contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS' PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

8. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 12 – 23, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

9. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Principal Procurement Agency to terminate the Master Agreement shall constitute a material breach of this Agreement. If such breach is not cured within thirty (30) days of written notice to Supplier, in addition to any and all remedies available at law or equity, OMNIA Partners shall have the right to terminate this Agreement, at OMNIA Partners' sole discretion. Notwithstanding anything contained herein to the contrary, this Agreement shall terminate on the date of the termination or expiration of the Master Agreement.

NATIONAL PROMOTION

10. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector), or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website. Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "Logo") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of __ percent (__%) ("Administrative Fee Percentage") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("Contract Sales Report"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

GENERAL PROVISIONS

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

18. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of

any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners:

OMNIA Partners
Attn: President
840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

B. Supplier:

[_____]
[_____]
[_____]
[_____]

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

OMNIA PARTNERS EXHIBITS
EXHIBIT C – MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT,
EXAMPLE

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this “Agreement”) is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate (“Principal Procurement Agencies”) with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“OMNIA Partners”) to be appended and made a part hereof and such other public agencies (“Participating Public Agencies”) who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the “OMNIA Partners Parties”) by either registering on the OMNIA Partners website (such as www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into “Master Agreements” (herein so called) to provide a variety of goods, products and services (“Products”) to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency’s procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies’ participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(h), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable “safe harbor” regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("GPO") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, including but not limited to Vizient Source, LLC, Provista, Inc. and other OMNIA Partners affiliates and subsidiaries; provided the purchase of Products through a OMNIA Partners Party or any other GPO shall be at the Participating Public Agency's sole discretion.

7. The Participating Public Agencies (each a "Procuring Party") that procure Products through any Master Agreement or GPO Product supply agreement (each a "GPO Contract") will make timely payments to the distributor, manufacturer or other vendor (collectively, "Supplier") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE NATIONAL IPA PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE NATIONAL IPA PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE NATIONAL IPA PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE NATIONAL IPA PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) the registration on a OMNIA Partners Party website or the execution of this Agreement by a Participating Public Agency, as applicable.

OMNIA PARTNERS EXHIBITS
EXHIBIT D – OMNIA PARTNERS PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“OMNIA Partners”), [NAME OF PPA] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as _____ of and on behalf of [NAME OF PPA] (“Principal Procurement Agency”), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [PRINCIPAL PROCUREMENT AGENCY]

Signature

Name

Title

Date

**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 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? YES _____ Initials 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 _____ Initials of Authorized Representative of offeror

(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? YES _____ Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 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? YES _____ Initials 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? YES _____ Initials 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? YES _____ Initials 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**

Pursuant to Federal Rule (G) 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 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? YES _____ Initials 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? YES _____ Initials 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, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall 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 sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

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

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? YES _____ Initials 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? YES _____ Initials 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 _____ Initials of Authorized Representative of Vendor

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 _____ Initials of Authorized Representative of offeror

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 _____ Initials of Authorized Representative of offeror

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? YES _____ Initials of Authorized Representative of offeror

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.

Offeror's Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative _____

Email Address: _____

Signature of Authorized Representative: _____ Date: _____

**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

- DOC #1 Ownership Disclosure Form
- DOC #2 Non-Collusion Affidavit
- DOC #3 Affirmative Action Affidavit
- DOC #4 Political Contribution Disclosure Form
- DOC #5 Stockholder Disclosure Certification
- DOC #6 Certification of Non-Involvement in Prohibited Activities in Iran
- DOC #7 New Jersey Business Registration Certificate

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

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: _____

Street: _____

City, State, Zip Code: _____

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I _____, an authorized representative of _____, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Date

Authorized Signature and Title

**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #2

NON-COLLUSION AFFIDAVIT

Company Name: _____

Street: _____

City, State, Zip Code: _____

State of _____

County of _____

I, _____ of the _____
Name City

in the County of _____, State of _____
of full age, being duly sworn according to law on my oath depose and say that:

I am the _____ of the firm of _____
Title Company Name

the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Company Name

Authorized Signature & Title

Subscribed and sworn before me

this _____ day of _____, 20____

Notary Public of _____
My commission expires _____, 20____

SEAL

**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #3

**AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)**

Company Name: _____

Street: _____

City, State, Zip Code: _____

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
2. A photo copy of their Certificate of Employee Information Report

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

Authorized Signature and Title

**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #3, continued

**P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE**

**PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent

**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #4

**POLITICAL CONTRIBUTION DISCLOSURE FORM
Public Agency Instructions**

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

Doc #4,
continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

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 Executive}

County Clerk
Surrogate

Sheriff

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.**

**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

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 business organization:

Partnership Corporation Sole Proprietorship

Limited Partnership Limited Liability Corporation Limited Liability Partnership

Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this ___ day of _____, 2__.	_____ (Affiant)
(Notary Public)	_____ (Print name & title of affiant)
My Commission expires:	_____ (Corporate Seal)

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #6

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury’s List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #7

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<http://www.state.nj.us/treasury/revenue/forms/njreg.pdf>

OMNIA PARTNERS EXHIBITS
EXHIBIT H- OMNIA PARTNERS ADVERTISING COMPLIANCE REQUIREMENT

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and <https://www.usa.gov/local-governments>.

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHS

INCLUDING BUT NOT LIMITED TO:

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BONANAZA, OR
CITY OF BOSSIER CITY, LA
CITY OF BROOKINGS, OR
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION
DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF DONALD, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA

CITY OF SILVERTON, OR
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITIES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT

ELK RIDGE, UT
ELMO, UT
ELSINORE, UT
ELWOOD, UT
EMERY, UT
ENOCH, UT
ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT
HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT
KANARRAVILLE, UT
KANOSH, UT
KAYSVILLE, UT
KINGSTON, UT
KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT

LAYTON, UT
LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT
LEWISTON, UT
LINDON, UT
LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNNDYL, UT
MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT
CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT
PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT

REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPPIO, UT
SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT
SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT
SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT
SYRACUSE, UT
TABIONA, UT
CITY OF TAYLORSVILLE, UT
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT

WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF
TRANSPORTATION, OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS
COMMISSION
LAFOURCHE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND
COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA

TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT
COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF Uintah, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT
COUNTY OF GRAND, UT
COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT
COUNTY OF WASHINGTON, UT

**OTHER AGENCIES INCLUDING ASSOCIATIONS,
BOARDS, DISTRICTS, COMMISSIONS,
COUNCILS, PUBLIC CORPORATIONS, PUBLIC
DEVELOPMENT AUTHORITIES, RESERVATIONS
AND UTILITIES INCLUDING BUT NOT LIMITED
TO:**

BANKS FIRE DISTRICT, OR
BATON ROUGE WATER COMPANY
BEND METRO PARK AND RECREATION
DISTRICT
BIENVILLE PARISH FIRE PROTECTION
DISTRICT 6, LA
BOARDMAN PARK AND RECREATION DISTRICT
CENTRAL CITY ECONOMIC OPPORTUNITY
CORP, LA
CENTRAL OREGON INTERGOVERNMENTAL
COUNCIL
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS RIVER WATER
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLEAN WATER SERVICES
CONFEDERATED TRIBES OF THE UMATILLA
INDIAN RESERVATION
COOS FOREST PROTECTIVE ASSOCIATION

CHEHALEM PARK AND RECREATION DISTRICT
DAVID CROCKETT STEAM FIRE COMPANY #1,
LA
EUGENE WATER AND ELECTRIC BOARD
HONOLULU INTERNATIONAL AIRPORT
HOODLAND FIRE DISTRICT #74
HOUSING AUTHORITY OF PORTLAND
ILLINOIS VALLEY FIRE DISTRICT
LAFAYETTE AIRPORT COMMISSION, LA
LAFOURCHE PARISH HEALTH UNIT – DHH-OPH
REGION 3
LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
MEDFORD WATER COMMISSION
MELHEUR COUNTY JAIL, OR
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION
COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
MULTNOMAH EDUCATION SERVICE DISTRICT
NEW ORLEANS REDEVELOPMENT AUTHORITY,
LA
NORTHEAST OREGON HOUSING AUTHORITY,
OR
PORT OF BRANDON, OR
PORT OF MORGAN CITY, LA
PORTLAND DEVELOPMENT COMMISSION, OR
PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY
SERVICES
OREGON LEGISLATIVE ADMINISTRATION
ROGUE VALLEY SEWER, OR
SAINT LANDRY PARISH TOURIST COMMISSION
SAINT MARY PARISH REC DISTRICT 2
SAINT MARY PARISH REC DISTRICT 3
SAINT TAMMANY FIRE DISTRICT 4, LA
SALEM MASS TRANSIT DISTRICT
SEWERAGE AND WATER BOARD OF NEW
ORLEANS, LA
SOUTH LAFOURCHE LEVEE DISTRICT, LA
TRI-COUNTY METROPOLITAN
TRANSPORTATION DISTRICT OF OREGON
TUALATIN HILLS PARK & RECREATION
DISTRICT
TUALATIN VALLEY FIRE & RESCUE
TUALATIN VALLEY WATER DISTRICT
WILLAMALANE PARK AND RECREATION
DISTRICT
WILLAMETTE HUMANE SOCIETY

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BOGALUSA HIGH SCHOOL, LA
BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL DISTRICT
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY

CASCADE SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
CORVALLIS SCHOOL DISTRICT 509J
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DOUGLAS EDUCATIONAL DISTRICT SERVICE
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM BARLOW JOINT SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
JUNCTION CITY SCHOOLS, OR
KLAMATH COUNTY SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
MARION COUNTY SCHOOL DISTRICT
MARION COUNTY SCHOOL DISTRICT 103
MARIST HIGH SCHOOL, OR
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MORROW COUNTY SCHOOL DIST, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY
MYRTLE PINT SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56
NEWBERG PUBLIC SCHOOLS
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH DOUGLAS SCHOOL DISTRICT
NORTH WASCO CITY SCHOOL DISTRICT 21

NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NOA
PLEASANT HILL SCHOOL DISTRICT
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SAINT TAMMANY PARISH SCHOOL BOARD, LA
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD PUBLIC SCHOOLS
SUTHERLIN SCHOOL DISTRICT
SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT
ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES) , UT
ALIANZA ACADEMY , UT
ALPINE DISTRICT , UT
AMERICAN LEADERSHIP ACADEMY , UT
AMERICAN PREPARATORY ACADEMY , UT
BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES , UT
BEAR RIVER CHARTER SCHOOL , UT
BEAVER SCHOOL DISTRICT , UT
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA) , UT
BOX ELDER SCHOOL DISTRICT , UT
CBA CENTER , UT
CACHE SCHOOL DISTRICT , UT
CANYON RIM ACADEMY , UT
CANYONS DISTRICT , UT
CARBON SCHOOL DISTRICT , UT
CHANNING HALL , UT
CHARTER SCHOOL LEWIS ACADEMY , UT
CITY ACADEMY , UT
DAGGETT SCHOOL DISTRICT , UT
DAVINCI ACADEMY , UT
DAVIS DISTRICT , UT
DUAL IMMERSION ACADEMY , UT
DUCHESNE SCHOOL DISTRICT , UT
EARLY LIGHT ACADEMY AT DAYBREAK , UT
EAST HOLLYWOOD HIGH , UT
EDITH BOWEN LABORATORY SCHOOL , UT
EMERSON ALCOTT ACADEMY , UT
EMERY SCHOOL DISTRICT , UT
ENTHEOS ACADEMY , UT

EXCELSIOR ACADEMY , UT
FAST FORWARD HIGH , UT
FREEDOM ACADEMY , UT
GARFIELD SCHOOL DISTRICT , UT
GATEWAY PREPARATORY ACADEMY , UT
GEORGE WASHINGTON ACADEMY , UT
GOOD FOUNDATION ACADEMY , UT
GRAND SCHOOL DISTRICT , UT
GRANITE DISTRICT , UT
GUADALUPE SCHOOL , UT
HAWTHORN ACADEMY , UT
INTECH COLLEGIATE HIGH SCHOOL , UT
IRON SCHOOL DISTRICT , UT
ITINERIS EARLY COLLEGE HIGH , UT
JOHN HANCOCK CHARTER SCHOOL , UT
JORDAN DISTRICT , UT
JUAB SCHOOL DISTRICT , UT
KANE SCHOOL DISTRICT , UT
KARL G MAESER PREPARATORY ACADEMY ,
UT
LAKEVIEW ACADEMY , UT
LEGACY PREPARATORY ACADEMY , UT
LIBERTY ACADEMY , UT
LINCOLN ACADEMY , UT
LOGAN SCHOOL DISTRICT , UT
MARIA MONTESSORI ACADEMY , UT
MERIT COLLEGE PREPARATORY ACADEMY ,
UT
MILLARD SCHOOL DISTRICT , UT
MOAB CHARTER SCHOOL , UT
MONTICELLO ACADEMY , UT
MORGAN SCHOOL DISTRICT , UT
MOUNTAINVILLE ACADEMY , UT
MURRAY SCHOOL DISTRICT , UT
NAVIGATOR POINTE ACADEMY , UT
NEBO SCHOOL DISTRICT , UT
NO UT ACAD FOR MATH ENGINEERING &
SCIENCE (NUAMES) , UT
NOAH WEBSTER ACADEMY , UT
NORTH DAVIS PREPARATORY ACADEMY , UT
NORTH SANPETE SCHOOL DISTRICT , UT
NORTH STAR ACADEMY , UT
NORTH SUMMIT SCHOOL DISTRICT , UT
ODYSSEY CHARTER SCHOOL , UT
OGDEN PREPARATORY ACADEMY , UT
OGDEN SCHOOL DISTRICT , UT
OPEN CLASSROOM , UT
OPEN HIGH SCHOOL OF UTAH , UT
OQUIRRH MOUNTAIN CHARTER SCHOOL , UT
PARADIGM HIGH SCHOOL , UT
PARK CITY SCHOOL DISTRICT , UT
PINNACLE CANYON ACADEMY , UT
PIUTE SCHOOL DISTRICT , UT
PROVIDENCE HALL , UT
PROVO SCHOOL DISTRICT , UT
QUAIL RUN PRIMARY SCHOOL , UT
QUEST ACADEMY , UT
RANCHES ACADEMY , UT
REAGAN ACADEMY , UT
RENAISSANCE ACADEMY , UT
RICH SCHOOL DISTRICT , UT
ROCKWELL CHARTER HIGH SCHOOL , UT
SALT LAKE ARTS ACADEMY , UT
SALT LAKE CENTER FOR SCIENCE
EDUCATION, UT

SALT LAKE SCHOOL DISTRICT , UT
SALT LAKE SCHOOL FOR THE PERFORMING
ARTS, UT
SAN JUAN SCHOOL DISTRICT , UT
SEVIER SCHOOL DISTRICT , UT
SOLDIER HOLLOW CHARTER SCHOOL , UT
SOUTH SANPETE SCHOOL DISTRICT , UT
SOUTH SUMMIT SCHOOL DISTRICT , UT
SPECTRUM ACADEMY , UT
SUCCESS ACADEMY , UT
SUCCESS SCHOOL , UT
SUMMIT ACADEMY , UT
SUMMIT ACADEMY HIGH SCHOOL , UT
SYRACUSE ARTS ACADEMY , UT
THOMAS EDISON - NORTH , UT
TIMPANOGOS ACADEMY , UT
TINTIC SCHOOL DISTRICT , UT
TOOELE SCHOOL DISTRICT , UT
TUACAHN HIGH SCHOOL FOR THE
PERFORMING ARTS , UT
UINTAH RIVER HIGH , UT
UINTAH SCHOOL DISTRICT , UT
UTAH CONNECTIONS ACADEMY , UT
UTAH COUNTY ACADEMY OF SCIENCE , UT
UTAH ELECTRONIC HIGH SCHOOL , UT
UTAH SCHOOLS FOR DEAF & BLIND , UT
UTAH STATE OFFICE OF EDUCATION , UT
UTAH VIRTUAL ACADEMY , UT
VENTURE ACADEMY , UT
VISTA AT ENTRADA SCHOOL OF PERFORMING
ARTS AND TECHNOLOGY , UT
WALDEN SCHOOL OF LIBERAL ARTS , UT
WASATCH PEAK ACADEMY , UT
WASATCH SCHOOL DISTRICT , UT
WASHINGTON SCHOOL DISTRICT , UT
WAYNE SCHOOL DISTRICT , UT
WEBER SCHOOL DISTRICT , UT
WEILENMANN SCHOOL OF DISCOVERY , UT

HIGHER EDUCATION

ARGOSY UNIVERSITY
BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE
CENTENARY COLLEGE OF LOUISIANA
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE
CONCORDIA UNIVERSITY
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
LOUISIANA COLLEGE, LA
LOUISIANA STATE UNIVERSITY
LOUISIANA STATE UNIVERSITY HEALTH
SERVICES
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE

NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON INSTITUTE OF TECHNOLOGY
OREGON STATE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE
UNIVERSITY OF HAWAII
ROGUE COMMUNITY COLLEGE
SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON
UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY
COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU
COMMUNITY COLLEGE
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER EDUCATION, UT
UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY, UT
WEBER STATE UNIVERSITY, UT
SOUTHERN UTAH UNIVERSITY, UT
SNOW COLLEGE, UT
DIXIE STATE COLLEGE, UT

COLLEGE OF EASTERN UTAH, UT
UTAH VALLEY UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES

ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT
AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT. OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE, STATE OF
HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT
ATTORNEY
STATE OF UTAH

RFP 19-07 Auctioneer

Question and Answer:

1. Thank you for the opportunity to participate in the pre-bid conference. One clarification I need to have concerns the Form 1295. I understood you to say it required a notary, but I do not see the space for the notary block or signature on the form. Did I confuse it with a different document that needed notarization?

Answer: Region 4 ESC requires the 1295 Form to be notarized. It is your discretion on where to stamp the notary block and signature on the form.



Attachment "B"
VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate _____, the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County's determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by bid proposer.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

(Typed or Printed)

ADDRESS: _____

TITLE: _____

E-MAIL: _____

PHONE NO.: _____



Attachment “C” Federal Clauses

This Attachment is hereby incorporated by reference into the main *Contract*.

FEDERAL PROVISION RELATED TO GRANT FUNDS THAT MAY BE USED TO FUND THE SERVICES AND GOODS UNDER THIS *CONTRACT*¹

This *contract* is or may become fully or partially Federally Grant funded. To the extent applicable, in accordance with Federal law, respondents shall comply with the clauses as enumerated below. *Contractor* shall adhere to all grant conditions as set forth in the requirements of grant no. [insert grant numbers] which have been provided to *Contractor*, along with any and all other applicable Federal Laws. Including, but not limited to, those set forth below, as well as those listed below, which are incorporated herein by reference:

- a. 2 CFR. 25.110
- b. 2 CFR Part 170 (including Appendix A), 180, 200 (including Appendixes), and 3000
- c. Executive Orders 12549 and 12689
- d. 41 CFR s. 60-1(a) and (d)
- e. Consolidated Appropriations Act, 2021, Public Law 116-260 related to salary limitations

These cited regulations are hereby incorporated and made part of this *Solicitation* as if fully set forth herein. As stated above, this list is not all inclusive, any other requirement of law applicable in accordance with the Federal, State or grant requirements are also applicable and hereby incorporated into this *Contract*. The provisions in this exhibit are supplemental and in addition to all other provisions within the *Contract*. In the event of any conflict between the terms and conditions of this Exhibit and the terms and conditions of the remainder of the *Contract*, the conflicting terms and conditions of this Exhibit shall prevail. However, in the event of any conflict between the terms and conditions of this Exhibit and the terms and conditions of any federal grant funding document provided specific to the funds being used to contract services or goods under this *Contract* the conflicting terms and conditions of that document shall prevail.

Drug Free Workplace Requirements (Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), 2 CFR § 182): Applicability: As required in the Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub l 100-690, Title V, Subtitle D). Requirement: to the extent applicable, *contractor* must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

Conflict of Interest (2 CFR § 200.112): Applicability: Any federal grant funded Contract or Contract that may receive federal grant funds. Requirement: The *contractor* must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy. Further, the County is required to maintain conflict of interest policies as it relates to procured contracts. In accordance with the Okaloosa County Purchasing Manual section 41.05(8), a conflict of interest exists when and of the following occur: i. Because of other activities, relationships, or contracts, a *contractor* is unable, or potentially unable, to render impartial assistance or advice; ii. A *contractor*'s objectivity in performing the contract work is or might be otherwise impaired; or iii. The *contractor* has an unfair competitive advantage.

¹ Note as of February 2022, the “Simplified Acquisition threshold” is currently set at \$250,000.00; the “Micro-purchase threshold” is currently set at \$10,000.00 – these amounts are subject to change. It is the responsibility of the [proposer/consultant/contractor] to ensure it is aware of the correct thresholds are the time of a procurement submittal and contract.



Mandatory Disclosures (31 U.S.C. §§ 3799 – 3733): Applicability: All Contracts using federal grants funds, or which may use federal grant funds. Requirement: *contractor* acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the *Contractor*'s actions pertaining to this *contract*. The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

Utilization of Minority and Women Firms (M/WBE) (2 CFR § 200.321): Applicability: All federally grant funded Contracts or Contracts which may use federal grant funds. Requirement: The *contractor* must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime *contractor* will require compliance by all sub-contractors. Prior to contract award, the *contractor* shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

Florida Department of Management Services (Office of Supplier Diversity)
Florida Department of Transportation
Minority Business Development Center in most large cities and
Local Government M/DBE programs in many large counties and cities

Equal Employment Opportunity (As per 2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR § 61-4.3; Executive Order 11246 as amended by Executive Order 11375): Applicability: except as otherwise provided under 41 CFR Part 60, applies to all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3. Requirement: During the performance of this Contract, the *contractor* agrees as follows: (1) The *Contractor* will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The *Contractor* will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause; (2) The *Contractor* will, in all solicitations or advertisements for employees placed by or on behalf of the *Contractor*, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin; (3) The *Contractor* will send to each labor union or representative of workers with which it has a collective bargaining Contract or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the *Contractor*'s commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment; (4) The *Contractor* will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor; (5) The *Contractor* will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.; (6) In the event of the *Contractors* noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and



the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.; (7) *Contractor* will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The *Contractor* will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a *Contractor* becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the *Contractor* may request the United States to enter into such litigation to protect the interests of the United States.

Additional notice and requirement for federally assisted contracts or subcontracts in excess of \$10,000.00:

Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148, as supplemented by 29 CFR Part 5):

Applicability: When required by Federal Program legislation, grant funding, and all prime construction contracts in excess of \$2,000 awarded by non-Federal entities, including Okaloosa County. Requirement: If applicable to this *contract*, the *contractor* agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). *contractor* are 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. If the grant award contains Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.

Copeland Anti Kick Back Act (40 U.S.C. § 3145 as supplemented by 29 CFR Part 3):

Applicability: When required by Federal Program legislation, grant funding, and all prime construction contracts in excess of \$2,000 awarded by non-Federal entities, including Okaloosa County. Requirement: If applicable to this *contract*, *contractor* shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated by reference to this *contract*. *Contractor* are 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.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708 as supplemented by 29 CFR Part 5):

Applicability: All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers. Requirement: All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in 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 is 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.

Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387, as amended): Applicability: Contracts and subgrants of amounts in excess of \$150,000.00. Requirement: *contractor* agrees 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).

Debarment and Suspension (2 CFR part 180, Executive Orders 12549 and 12689): Applicability: All contracts with federal grant funding or possibility of federal grant funds being used. Requirement: *contractor* certifies that it and its principals, if applicable, are not presently debarred or suspended by any Federal department or agency from participating in this transaction. *contractor* now agrees to verify, to the extent applicable that for each lower tier subcontractor that exceeds \$25,000 as a “covered transaction” under the Services to be provided is not presently disbarred or otherwise disqualified from participating in the federally assisted services. The *contractor* agrees to accomplish this verification by: (1) Checking the System for Award Management at website: <http://www.sam.gov>; (2) Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, herein; (3) Inserting a clause or condition in the covered transaction with the lower tier contract.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Applicability: Applicable to any individual/entity that applies or bids/procures an award in excess of \$100,000. Requirement: *contractor* must file the required certification, attached to the procurement. 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. The contractor shall certify compliance.

Rights to Inventions Made Under a Contract or Agreement (37 CFR Part 401): Applicability: If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 additional Standard patent rights clauses in accordance with 37 CFR § 401.14 shall apply. Requirement: Please contact the County for further information related to the applicable standard patent rights clauses.

Procurement of Recovered Materials (2 CRF 200.323 and 40 CFR Part 247): Applicability: All contractors of Okaloosa County when federal funds may be or are being used under the Contract. Requirement: *contractor* 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.



Access to Records and Reports: Applicability: All Contracts that received or may receive federal grant funding. Requirement: *contractor* will make available to the County's granting agency, the granting agency's Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, Okaloosa County, Okaloosa County Clerk of Court's Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the contractor that are pertinent to the County's grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the contractor's personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

Record Retention (2 CFR § 200.33): Applicability: All Contracts that received or may receive federal grant funding. Requirement: *contractor* will retain of all required records pertinent to this contract for a period of three years, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333.

Federal Changes: *Contractor* shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of [*the contract*].

Termination for Default (Breach or Cause): Applicability: All Contracts that may receive federal funds or that are federally funded above the micro-purchase amount. Requirement: If Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the County may terminate the contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

Termination for Convenience: Applicability: All Contracts that may receive federal funds or that are federally funded above the micro-purchase amount. Requirement: *The Contract* may be terminated by Okaloosa County in whole or in part at any time, upon ten (10) days written notice. If the Contract is terminated before performance is completed, the *Contractor* shall be paid only for that work satisfactorily performed for which costs can be substantiated.

Safeguarding Personal Identifiable Information (2 CFR § 200.82): Applicability: All Contracts receiving, or which may receive federal grant funding. Requirement: *contractor* will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

Prohibition On Utilization Of Cost Plus A Percentage Of Cost Contracts (2 CFR Part 200): Applicability: All Contracts receiving or which may receive federal grant funding. Requirement: The County will not award contracts containing Federal funding on a cost-plus percentage of cost basis.



Energy Policy and Conservation Act (43 U.S.C. § 6201 and 2 CFR Part 200 Appendix II (H)): Applicability: For any contracts except micro-purchases (\$3000 or less, except for construction contracts over \$2000). Requirement: *contractor* shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

Trafficking Victims Protection Act (2 CFR Part 175): Applicability: All federally grant funded contracts or contracts which may become federally grant funded. Requirement: *Contractor* will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits *Contractor* from (1) engaging in severe forms of trafficking in persons during the period of time that *this Contract* is in effect; (2) procuring a commercial sex act during the period of time that *this Contract* is in effect; or (3) using forced labor in the performance of the contracted services under *this contract*. *This Contract* may be unilaterally terminated immediately by County for *Contractor's* violating this provision, without penalty.

Domestic Preference For Procurements (2 CFR § 200.322): Applicability: All Contracts using federal grant funds or which may use federal grant funds. Requirement: As appropriate and to the extent consistent with law, to the greatest extent practicable when using federal funds for the services provided in *this Contract*, shall provide a preference for the purchase, acquisition, or use of goods and products or materials produced in the United States.

Buy America (Build America, Buy America Act (Public Law 117-58, 29 U.S.C. § 50101. Executive Order 14005): Applicability: Applies to purchases of iron, steel, manufactured products and construction materials permanently incorporated into infrastructure projects, where federal grant funding agency requires it or if the grant funds which may come from any federal agency, but most commonly: the U.S. Environmental Protection Agency (EPA), the U.S. Federal Transit Administration (FTA), the US Federal Highway Administration (FHWA), the U.S. Federal Railroad Administration (FRA), Amtrak and the U.S. Federal Aviation Administration (FAA). Requirement: All iron, steel, manufactured products and construction materials used under a federally grant funded project must be produced in the United States. Additional requirements may apply depending on the Federal Granting Agency provisions, please check with Okaloosa County for further details. Proposers shall be required to submit a completed Buy America Certificate with this procurement, an incomplete certificate may deem the proposers submittal non-responsive.

Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment (2 CFR § 200.216): Applicability: All Contracts using federal grant funds or which may use federal grant funds. Requirement: *Contractor* and any subcontractors are prohibited to obligate or spend grant funds to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain; or (3) enter into a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). ii. Telecommunications or video surveillance services provided by such entities or using such equipment. iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the



National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

Enhanced Whistleblower Protections (41 U.S.C. § 4712): Applicability: National Defense Authorization Act of 2013 extending whistleblower protections to *Contractor* employees may apply to the Federal grant award dollars involved with *this Contract*. Requirement: See 42 U.S. Code § 4712 for further requirements. Requirement: An employee of *Contractor* and/or its subcontractors may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 42 U.S.C. § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

Federal Funding Accountability and Transparency Act (FFATA) (2 CFR § 200.300; 2 CFR Part 170):

Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: In accordance with FFATA, the *Contractor* shall, upon request, provide Okaloosa County the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

Federal Awardee Performance and Integrity Information System (FAPIIS)(The Duncan Hunter National Defense Authorization Act of 2009 (Public Law 110-417 and 2 CFR Part 200 Appendix XII):

Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The *Contractor* shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of this contract, by posting the required information in the System for Award Management via <https://www.sam.gov>.

Never Contract With The Enemy (2 CFR Part 183):

Applicability: only to grant and cooperative agreements in excess of \$50,000 performed outside of the United States, including U.S. territories and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities. Requirement: *contractor* must exercise due diligence to ensure that none of the funds, including supplies and services, received are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR 180.300 prior to issuing a subcontract.

Federal Agency Seals, Logos and Flags:

Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The *contractor* shall not use any Federal Agency seal(s), logos, crests, or reproductions of flags or likenesses of any federal agency officials without specific federal agency pre-approval.

No Obligation by Federal Government: Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The Federal Government is not a party to this contract and



is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from *the contract*].

The _____ on behalf of _____ the *contractor* is authorized to sign below and confirm the *contractor* is fully able to comply with these requirements, federal terms and conditions and has made inquiries and further examination of the law and requirements as is necessary to comply.

DATE: _____	:	SIGNATURE _____
COMPANY: _____		NAME: _____
ADDRESS: _____		TITLE: _____

E-MAIL: _____		
PHONE NO.: _____		



Buy America Certificates

If steel, iron, or manufactured products (as defined in 49 CFR §§ 661.3 and 661.5 of this part) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in 49 CFR § 661.13(b) of this part.

Certificate of Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

TITLE: _____

Certificate of Non-Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

TITLE: _____



Attachment "D"

GENERAL SERVICES INSURANCE REQUIREMENTS – w/CYBER LIABILITY

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida and having a minimum rating of A, Class X in the Best Key Rating Guide published by A.M. Best & Co. Inc.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. With the exception of Workers' Compensation policies, the County shall be shown as an Additional Insured with a Waiver of Subrogation on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies of any insurance policies to document the insurance coverage specified in this Agreement.
7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contractor.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered a breach of contract.

WORKERS' COMPENSATION INSURANCE

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the



commencement of any and all sub-contractual Agreements which have been approved by the County.

2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.
4. A Waiver of Subrogation is required to be shown on all Workers Compensation Certificates of Insurance.

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 (One Million Dollars) combined single limit each accident. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor shall carry Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury caused by the Contractor.
2. Commercial General Liability coverage shall include the following:
 - 1.) Premises & Operations Liability
 - 2.) Bodily Injury and Property Damage Liability
 - 3.) Independent Contractors Liability
 - 4.) Contractual Liability
 - 5.) Products and Completed Operations Liability
3. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

CYBER LIABILITY

The Contractor shall carry Cyber Liability insurance coverage for third party liability. Coverage will include ID Theft Monitoring, Credit Monitoring (if necessary) & Notification. Coverage must be afforded for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.



INSURANCE LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

	<u>LIMIT</u>
1. Workers' Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident
2. Business Automobile	\$1,000,000 each accident (A combined single limit)
3. Commercial General Liability	\$1,000,000 each occurrence Bodily Injury & Property Damage \$1,000,000 each occurrence Products and completed operations
4. Personal and Advertising Injury	\$1,000,000 each occurrence
5. Cyber Liability	\$1,000,000 per claim

NOTICE OF CLAIMS OR LITIGATION

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the project name and number and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10) days' prior written notice if cancellation is for nonpayment of premium.



3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice to the County. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.
7. All deductibles or self-insured retentions (SIRs), whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its employees under all the foregoing policies of insurance.



EXCESS/UMBRELLA INSURANCE

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an EXCESS/UMBRELLA insurance policy. In all instances, the combination of primary and EXCESS/UMBRELLA liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement. An Excess liability policy must be submitted indicating which policy it applies to.