

**FAUQUIER COUNTY GOVERNMENT**

Contract # 25-120-C-R

Riding Omnia (Contract # R240602) **Liquidity Services Operations, LLC dba GovDeals**

This Agreement is made and entered into this 18th day of April 2025, by the Fauquier County Government, a political subdivision of the Commonwealth of Virginia, referred to as "Owner" and **GovDeals**, having its principal place of business at **6931 Arlington Rd, Ste 460, Bethesda, MD 20814** hereinafter referred to as "**Contractor**".

WITNESSETH that the Contractor and the Owner, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES: The Contractor shall provide Auctioneer Services and Related Products and Services

COMPENSATION: The Owner will pay, and the Contractor will accept in full consideration for performance during the contract term pricing as negotiated and attached.

CONTRACT PERIOD: Date of execution through December 31, 2027, with the option to renew for an additional two (2) years, at the mutual agreement of both parties

The contract documents shall consist of and in the event of conflict or ambiguity, shall be interpreted in the following order of priority:

1. This signed form;
2. Fauquier County General Terms & Conditions;
3. RFP 24-06 dated June 21, 2024, including all addenda and attachments; and
4. Contract R240602 dated 12/17/24, including vendor response dated 8/5/24 and all attachments or documents incorporated by reference all of which are incorporated herein;

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

| | | | |
|---------------|--|---------------|--|
| | Liquidity Services Operations, LLC dba GovDeals | | Fauquier County Government, a political subdivision of the Commonwealth of Virginia |
| | <small>DocuSigned by:</small> | | |
| By: | <i>Michael Price</i> | By: | <i>[Signature]</i> |
| Title: | <small>CCB19588953C4C0...</small> Vice President of Revenue | Title: | Procurement Manager |
| Date: | 3/31/2025 | Date: | 4/1/2025 |

GENERAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS/OFFERORS

Revised 08/05/2021

Vendor: These general rules and conditions shall apply to all purchases and be a part of each solicitation and every contract awarded by the Procurement Division, unless otherwise specified. The Procurement Division is responsible for the purchasing activity of Fauquier County, which is comprised of the Fauquier County Board of Supervisors, a body politic and political subdivision of the Commonwealth of Virginia, and the Constitutional Officers of Fauquier County, Virginia, and the Fauquier County School Board, a body corporate. The term "Owner" as used herein refers to the contracting entity which is the signatory on the contract and may be either Fauquier County or the Fauquier County School Board, or both. Bidder/Offeror or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids/proposals: failure to do so will be at the bidder's/Offeror's own risk and except as provided by law, relief cannot be secured on the plea of error.

Subject to all Federal, State and local laws, policies, resolutions, regulations, rules, limitations and legislation, bids/proposals on all solicitations issued by the Procurement Division will bind bidders/Offerors to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

1. **AUTHORITY**-Except as delegated in the Procurement Procedures Manual, the Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order issued by the Owner. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned buyers. Unless specifically delegated by the Purchasing Agent, no other Owner officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the Owner for an indebtedness. Any purchase order or contract made which is contrary to these provisions and authorities shall be of no effect and void and the Owner shall not be bound thereby.
2. **COMPETITION INTENDED:** It is the Owner's intent that this solicitation permit competition. It shall be the Bidder's/Offeror's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in this solicitation to a single source. The Purchasing Agent must receive such notification not later than five (5) business days prior to the deadline set for acceptance of the bids/proposals.

CONDITIONS OF BIDDING

3. **CLARIFICATION OF TERMS:** Unless otherwise specified, if any Bidder/Offeror has questions about the specifications or other solicitation documents, the prospective Bidder/Offeror should contact the buyer whose name appears on the face of the solicitation no later than five (5) business days prior to the date set for the opening of bids or receipt of proposals. Any revisions to the solicitation will be made only by addendum issued by the Buyer. Notifications regarding specifications may not be considered if received in less than five (5) business days of the date set for opening of bids/receipt of proposals.
4. **MANDATORY USE OF OWNER FORMS AND TERMS AND CONDITIONS:** Failure to submit a bid/proposal on the official Owner forms provided for that purpose shall be a cause for rejection of the bid/proposal. Unauthorized modification of or additions to any portion of the Invitation to Bid or Request for Proposal may be cause for rejection of the bid/proposal. However, the Owner reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject any bid or proposal which has been modified.
5. **LATE BIDS/PROPOSALS & MODIFICATION OF BIDS/PROPOSALS:**
Any bid/proposal/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/proposal/modification is considered a late bid/proposal/modification. The Owner is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Bidder/Offeror to ensure their bid/proposal reaches the Procurement Division by the designated date and hour.
 - a. The official time used in the receipt of bids/proposals is that time stamp within the Bonfire Portal.
 - b. Late bids/proposals/modifications will be returned to the Bidder/Offeror UNOPENED, if solicitation number, acceptance date and Bidder/Offeror's return address is shown on the container.
 - c. If the Owner closes its offices due to inclement weather or other unforeseen emergency scheduled bid openings or receipt of proposals will be extended to the next business day, same time.
6. **WITHDRAWAL OF BIDS/PROPOSALS:**
A Bidder/Offeror for a contract other than for public construction may request withdrawal of his or her bid/proposal under the following circumstances:
 - a. Bids/Proposals may be withdrawn on written request from the Bidder/Offeror received at the address shown in the solicitation prior to the time of acceptance.
 - b. Requests for withdrawal of bids/proposals after opening of such bids/proposals but prior to award shall be transmitted to the Purchasing Agent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the Owner may exercise its right of collection.

No Bid/Proposal may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid/Proposal of the same bidder/Offeror or of another bidder/Offeror in which the ownership of the withdrawing bidder/Offeror is more than five percent. In the case of Invitation for Bids, if a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid. No bidder/Offeror that is permitted to withdraw a bid/proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid/proposal was submitted.
7. **ERRORS IN BIDS/PROPOSALS** – When an error is made in extending total prices, the unit bid price will govern. Erasures in bids/proposals must be initialed by the bidder/Offeror. Carelessness in quoting prices, or in preparation of bid/proposal otherwise, will not relieve the Bidder/Offeror. Bidders/Offeror's are cautioned to recheck their bids/proposals for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his or her bid is accepted.
8. **IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** The signed bid/proposal and requested copies should be returned in a separate envelope or package, sealed and identified with the following information:

ADDRESSED AS INDICATED ON PAGE 1

IFB/RFP NUMBER
TITLE
BID/PROPOSAL DUE DATE AND TIME
VENDOR NAME AND COMPLETE MAILING ADDRESS (RETURN ADDRESS)

If a bid/proposal is not addressed with the information as shown above, the Bidder/Offeree takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the bid/proposal to be disqualified. Bids/Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

9. **ACCEPTANCE OF BIDS/PROPOSALS:** Unless otherwise specified, all formal bids/proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for acceptance. At the end of the one hundred twenty (120) calendar days the bid/proposal may be withdrawn at the written request of the Bidder/Offeree. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
10. **CONDITIONAL BIDS:** Conditional bids are subject to rejection in whole or in part.
11. **BIDDERS PRESENT:** At the time fixed for the opening of responses to a bid, bid contents will be made public for the information of bidders and other interested parties who may be present either in person or by representative. All bids will be opened at the time and place specified and read publicly. Bid tabulations are posted on the Procurement Division's Bulletin Board for a minimum of 10 days from award date. At the time fixed for the receipt of responses for Request for Proposals, only the names of the Offerors will be read and made available to the public.
12. **RESPONSE TO SOLICITATIONS:** In the event a vendor cannot submit a bid on a solicitation, the vendor is requested to return the solicitation cover sheet with an explanation as to why the vendor is unable to bid on these requirements. Because of the large number of firms listed on the Owner's Bidders List, it may be necessary to delete from this list the names of those persons, firms or corporations who fail to respond after having been invited to bid for three (3) successive solicitations. Such deletion will be made only after formal notification of the intent to remove the firm from the Owner's Bidders List.
13. **BIDDER INTERESTED IN MORE THAN ONE BID:** If more than one bid is offered by any one party, either directly or by or in the name of his or her clerk, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.
14. **TAX EXEMPTION:** The Owner is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. Tax exemption certificates will be furnished if requested by the Bidder/Offeree.
15. **DEBARMENT STATUS:** By submitting their bids/proposals, Bidders/Offerees certify that they are not currently debarred from submitting bids/proposals on contracts by the Owner, nor are they an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by the Owner or any agency, public entity/locality or authority of the Commonwealth of Virginia.
16. **ETHICS IN PUBLIC CONTRACTING:** The provisions contained in *Code of Virginia* §§ 2.2-4367 through 2.2-4377 (the Virginia Public Procurement Act), as amended from time to time, shall be applicable to all contracts solicited or entered into by the Owner. By submitting their bids/proposals, all Bidders/Offerees certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, Offeror, supplier, manufacturer or subcontractor in connection with their bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
17. **NO CONTACT POLICY:** No Bidder/Offeree shall initiate or otherwise have contact related to the solicitation with any Owner representative or employee, other than the Procurement Division, after the date and time established for receipt of bids/proposals. Any contact initiated by a Bidder/Offeree with any Owner representative, other than the Procurement Division, concerning this solicitation is prohibited and may cause the disqualification of the Bidder/Offeree from this procurement process.
18. **VIRGINIA FREEDOM OF INFORMATION ACT:** All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act (*Code of Virginia* § 2.2-3700 *et. seq.*) and § 2.2-4342 of the Virginia Public Procurement Act except as provided below:
 - a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
 - b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of bids but prior to award, except in the event that the Owner decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation Offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the Owner decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
 - c. Trade secrets or proprietary information submitted by a bidder, Offeror or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information and Virginia Public Procurement Acts; however, the bidder, Offeror or contractor must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.
 - d. Nothing contained in this section shall be construed to require the Owner, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of reasons why a particular proposal was not deemed to be the most advantageous to the Owner.
19. **CONFLICT OF INTEREST:** Contractor certifies by signing bid to the Owner that no conflict of interest exists between Contractor and Owner that interferes with fair competition and no conflict of interest exists between Contractor and any other person or organization that constitutes a conflict of interest with respect to the contract with the Owner.

SPECIFICATIONS

20. **BRAND NAME OR EQUAL ITEMS:** Unless otherwise provided in the solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the Owner

in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Owner to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding, only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive. Unless the Bidder clearly indicates in its bid/proposal that the product offered is "equal" product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.

21. **FORMAL SPECIFICATIONS:** When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.
22. **OMISSIONS & DISCREPANCIES:** Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications.

The Bidder/Offeree shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

23. **CONDITION OF ITEMS:** Unless otherwise specified in the solicitation, all items shall be new, in first class condition.

AWARD

24. **AWARD OR REJECTION OF BIDS:** The Purchasing Agent shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the Owner to accept it. Awards made in response to a RFP will be made to the highest qualified Offeror whose proposal is determined, in writing, to be the most advantageous to the Owner taking into consideration the evaluation factors set forth in the RFP. The Purchasing Agent reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids/proposals and to waive any informality in bids/proposals received whenever such rejection or waiver is in the best interest of the Owner. Award may be made to as many bidders/Offeror's as deemed necessary to fulfill the anticipated requirements of the Owner. The Purchasing Agent also reserves the right to reject the bid if a bidder is deemed to be a non-responsive bidder.
25. **ANNOUNCEMENT OF AWARD:** Upon the award or announcement of the decision to award a contract as a result of this solicitation, the Procurement Division will publicly post such notice on the Procurement Website at <http://www.fauquiercounty.gov/government/departments-h-z/procurement>
26. **QUALIFICATIONS OF BIDDERS OR OFFERORS:** The Owner may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder/Offeree to perform the work/furnish the item(s) and the Bidder/Offeree shall furnish to the Owner all such information and data for this purpose as may be requested. The Owner reserves the right to inspect Bidder's/Offeror's physical facilities prior to award to satisfy questions regarding the Bidder's/Offeror's capabilities. The Owner further reserves the right to reject any bid or proposal if the evidence submitted by or investigations of, such Bidder/Offeree fails to satisfy the Owner that such Bidder/Offeree is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.
27. **TIE BIDS:** In the case of a tie bid, the Owner may give preference to goods, services and construction produced in Fauquier County or provided by persons, firms or corporations having principal places of business in the County. If such choice is not available, preference shall then be given to goods and services produced in the Commonwealth pursuant to *Code of Virginia* § 2.2-4324. If no County or Commonwealth choice is available, the tie shall be decided by lot.

CONTRACT PROVISIONS

28. **APPLICABLE LAW AND COURTS:** Any contract resulting from this solicitation shall be governed and construed in all respects by the laws of Virginia, and any litigation with respect thereto shall only be brought in the appropriate General District or Circuit Court of Fauquier County, Virginia. The Contractor shall comply with all applicable federal, state and local laws and regulations.
29. **ANTITRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Owner all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Owner under said contract. This includes, but is not limited to, overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations that arise under United States' or the Commonwealth's antitrust laws. Consistent and continued tie bidding could cause rejection of bids by the Purchasing Agent and/or investigation for antitrust violations.
30. **INVOICING AND PAYMENT TERMS:** Unless otherwise provided in the solicitation payment will be made forty-five (45) days after receipt of a proper invoice, or forty-five (45) days after receipt of all goods or acceptance of work, whichever is the latter.
 - a. Invoices for items/services ordered, delivered/performed and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number, purchase order number, and any federal employer identification number.
 - b. Any payment terms requiring payment in less than 45 days will be regarded as requiring payment 45 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 45 days, however.
 - c. The date of payment shall be deemed the date of postmark in all cases where payment is made by mail.
 - d. The Owner's fiscal year is July 1 - June 30. Contractors must submit invoices, especially for goods and/or services provided in the month of JUNE, for the entire month i.e. June 1 - June 30, so that expenses are recognized in the appropriate fiscal year.
 - e. Any payment made by the Contractor to the Owner shall only be made in U.S. Dollars. If payment is received in foreign currency the Owner may, in its sole discretion, reject such payment and require immediate compensation in U.S. Dollars.
31. **PAYMENT TO SUBCONTRACTORS:** A contractor awarded a contract under this solicitation is hereby obligated:
 - a. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Owner for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - b. To notify the Owner and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month compounded monthly (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Owner, except for amounts withheld as stated in 2 above. The date of mailing of any payment by postage prepaid U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Owner.

32. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Purchasing Agent.
33. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to another remedies which the Owner may have.
34. **ANTI-DISCRIMINATION:** By submitting their bids/proposals, Bidders/Offeror's certify to the Owner that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act, the Virginia Human Rights Act (*Code of Virginia* § 2.2-3900 *et seq.*) and § 2.2-4311 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1(E)).

In every contract over \$10,000 the provisions in A and B below apply:

- a. 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, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - 3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 - b. The Contractor will include the provisions of a. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
35. **CHANGES TO THE CONTRACT:** Changes can only be made to the contract in one of the following ways:
- a. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 - b. The Owner may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Owner a credit for any savings. Said compensation shall be determined by one of the following methods.
 - 1) By mutual agreement between the parties in writing; or
 - 2) By agreeing in writing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Owner's right to audit the Contractor's records and/or determine the correct number of units independently; or
 - 3) By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Owner with all vouchers and records of expenses incurred and savings realized. The Owner shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Procurement Division within thirty (30) days from the date of receipt of the written order from the Procurement Division. If the parties fail to agree on an amount of adjustment, the questions of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for relieving disputes provided by the Disputes Clause of this contract. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the Owner or with the performance of the contract generally.
 - c. No modification for a fixed price contract may be increased by more than 25% or \$50,000, whichever is greater without the advanced written approval of the Board of Supervisors or the School Board, as applicable.
36. **INDEMNIFICATION:** Contractor shall indemnify, keep and save harmless the Owner, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the Owner in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the Owner in any such action, the Contractor shall, at his or her own expenses, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Owner as herein provided.
37. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

38. **TERMINATION:** Subject to the provisions below, the contract may be terminated by the Owner upon thirty (30) days advance written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
 - a. **Termination for Convenience:** In the event that the contract is terminated upon request and for the convenience of the Owner, without the required thirty (30) days advance notice, then the Owner shall be responsible for payment of services up to the termination date.
 - b. **Termination for Cause:** Termination by the Owner for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any shall not apply. However, pursuant to the Default provision of these General Conditions, the Owner may hold the contractor responsible for any resulting additional purchase and administrative costs. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.
 - c. **Termination Due to Unavailability of Funds in Succeeding Fiscal Years:** When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled without any liability or penalty to Owner.

39. USE OF CONTRACT BY OTHER PUBLIC BODIES: Except as prohibited by the current *Code of Virginia*, all resultant contracts will be extended, with the authorization of the Contractor, to other public bodies of the Commonwealth of Virginia and all currently active members of the Metropolitan-Washington Council of Governments (MWCOG) or, Mid-Atlantic Purchasing Team, to permit their ordering of supplies and/or services at the prices and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor must deal directly with that public body concerning the placement or orders, issuance of the purchase order, contractual disputes, invoicing and payment. Fauquier County acts only as the “Contracting Agent” for these public bodies. Any resulting contract with other public bodies shall be governed by the laws of that specific entity. It is the Contractor’s responsibility to notify the public bodies of the availability of the contract. Fauquier County shall not be held liable for any costs or damage incurred by another public body as a result of any award extended to that public body by the Contractor.

40. **AUDIT:** The Contractor hereby agrees to retain all books, records and other documents relative to this contract for five years after final payment, or until audited by the Owner, whichever is sooner. The agency, its authorized agents, and/or Owner auditors shall have full access to and right to examine any of said materials during said period.
41. **SEX OFFENDER REGISTRY NOTIFICATION:** The Contractor shall not employ on school property any employee who is a registered sex offender and shall enforce the same restriction upon all sub-contractors and agents of Contractor. Prior to starting work and quarterly during performance of the work, the Contractor shall check the Virginia State Police Sex Offender Registry to verify sex offender status of all employees and agents of Contractor and Sub-Contractors who are employed on school property by the Contractor or Sub-Contractor. The Contractor shall furnish the Owner with evidence verifying compliance with the services.

Prior to starting work on-site, the Contractor shall submit a completed Fauquier County Public Schools “CERTIFICATION OF NO CRIMES AGAINST CHILDREN” form, a copy of which is included in this solicitation.

42. **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS AND FEDERAL IMMIGRATION LAW:** During the term of any contract, the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth of Virginia, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.
43. **ASBESTOS NOTIFICATION:** As required by the Environmental Protection Agency Asbestos Hazard Emergency Response Act 40 CFR, subpart E, 763.93, information regarding asbestos inspections, response actions, and post response activities is on file in a full asbestos report located in the main office of each school. Contractors bear full responsibility to review this material prior to commencing any activity at a school site.
44. **VIRGINIA STATE CORPORATION COMMISSION:** If required by law, the Contractor shall maintain a valid certificate of authority or registration to transact business in Virginia with the Virginia State Corporation Commission as required by Title 13.1 of the *Code of Virginia*, during the term of the Contract or any Contract renewal. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at any time during the terms of the contract. If the Contractor fails to remain in compliance with the provisions of this section, the contract is voidable at the option of Owner.
45. **ADA WEBSITE-RELATED ACCESSIBILITY:** Any Contractor who performs services, designs, develops content, maintains or otherwise bears responsibility for the content and format of Owner’s website(s) or third-party programs accessed through Owner’s website(s), acknowledges receipt of, and responsibility to implement the accessibility standards found in the U.S. Department of Justice publication entitled “Accessibility of State and Local Government Websites to People with Disabilities,” available at www.ada.gov/websites2.htm or, as attached directly to the solicitation. Contractor services as noted, shall conform to § 508 of Title III of the Americans with Disabilities Act (ADA) and the World Wide Web Consortium’s (W3C) Web Content Accessibility Guidelines (WCAG 2.0 AA), most current versions, in addition to the Owner’s web accessibility policy.

DELIVERY PROVISION

46. **SHIPPING INSTRUCTIONS-CONSIGNMENT:** Unless otherwise specified in the solicitation each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor’s name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 a.m. – 2:30 p.m. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the designated individual at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays unless previous arrangements have been made. It shall be the responsibility of the contractor to insure compliance with these instructions for items that are drop-shipped.
47. **RESPONSIBILITY FOR SUPPLIES TENDERED:** The Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the Owner may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.

48. **INSPECTIONS:** The Owner reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specification. Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the Owner will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the Owner for such materials or supplies as are not in accordance with the specifications.
49. **COMPLIANCE:** Delivery must be made as ordered and in accordance with the solicitation or as directed by the Procurement Division when not in conflict with the bid/contract. The decision as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Procurement Division, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the Owner, there shall be added to the time of completion a time equal to the period of such delay caused by the Owner. However, the contractor shall not be entitled to claim damages of extra compensation for such delay or suspension. These conditions may vary for construction contracts.
50. **POINT OF DESTINATION:** All materials shipped to the Owner must be shipped F.O.B. DESTINATION unless otherwise stated in the contract. The materials must be delivered to the "Ship To" address indicated on the purchase order.
51. **REPLACEMENT:** Materials or components that have been rejected by the Procurement Division, in accordance with the terms of the contract, shall be replaced by the Contractor at no cost to the Owner.
52. **PACKING SLIPS OR DELIVERY TICKETS:** All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:
 - Purchase Order Number,
 - Name of Article and Stock Number,
 - Quantity Ordered,
 - Quantity Shipped,
 - Quantity Back Ordered,
 - The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

BIDDER/CONTRACTOR REMEDIES

53. **PROTEST OF AWARD OR DECISION TO AWARD:** Any Bidder/Offeree who desires to protest the award or decision to award a contract, by either Fauquier County or the Fauquier County School Board, shall submit such protest in writing to the County Administrator (if the award or decision to award was made by Fauquier County) or the Superintendent of Schools (if the award or decision to award was made by the Fauquier County School Board), no later than ten (10) days after public notice of the award or announcement of the decision to award, whichever comes first. No protest shall lie for a claim that the selected bidder/Offeree is not a responsible bidder/Offeree. The written protest shall include the basis for the protest and the relief sought. The County Administrator or the Superintendent of Schools, as the case may be, shall issue a decision in writing within ten (10) days stating the reasons for the action taken. This decision shall be final unless the bidder/Offeree appeals within ten (10) days of the written decision by instituting legal action as provided in § VIII.H.3 of the County's Procurement Policy. Nothing in this paragraph shall be construed to permit an Offeree to challenge the validity of the terms or conditions of the solicitation.
- 54.. **DISPUTES:** Contractual claims, whether for money or other relief, shall be submitted in writing to the Superintendent of Schools (if the claim is against the Fauquier County School Board) or the County Administrator (if the claim is against Fauquier County) no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amount agreed due in the final payment. A written decision upon any such claims will be made by the School Board (if the claim is against the Fauquier County School Board) or the County Board of Supervisors (if the claim is against Fauquier County) within sixty (60) days after submittal of the claim. The Contractor may not institute legal action prior to receipt of the School Board or Board of Supervisors (whichever is applicable) decision on the claim unless the applicable party fails to render such decision within sixty (60) days. The decision of the School Board or Board of Supervisors (as applicable) shall be final and conclusive unless the Contractor within six (6) months of the date of the final decision on a claim, initiates legal action as provided in *Code of Virginia* § 2.2-4364. Failure of the School Board or Board of Supervisors to render a decision within sixty (60) days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. Should the School Board or Board of Supervisors (as applicable) fail to render a decision within sixty (60) days after submittal of the claim, the Contractor may institute legal action within six (6) months after such 60-day period shall have expired, or the claim shall be deemed finally resolved. No administrative appeals procedure pursuant to *Code of Virginia* § 2.2-4365 has been established for contractual claims under this contract.



7145 West Tidwell Road ~ Houston, Texas 77092
(713)-462-7708

www.esc4.net

NOTICE TO OFFEROR

Solicitation Number 24-06

Request for Proposal ("RFP")

by

Region 4 Education Service Center ("ESC")

for

Auctioneer Services and Related Products and Services

SUBMITTAL DEADLINE: Monday, August 5th, 2024, 2:00 PM CENTRAL TIME

Only online proposals will be accepted. Proposals must be submitted via Region 4 ESC's online procurement system Ion Wave Technologies, Inc. at region4esc.ionwave.net. No hardcopies, email, or fax responses will be accepted.

Questions regarding this RFP must be submitted electronically using region4esc.ionwave.net no later than July 19th, 2024. All questions and answers will be available at region4esc.ionwave.net. Offerors are responsible for viewing Ion Wave Technologies, Inc. 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.

VIRTUAL NON-MANDATORY PRE-PROPOSAL CONFERENCE

Offerors are strongly encouraged, but not required to participate in a pre-proposal conference with the Procurement and Operations Specialist, which will be held on July 9th, 2024 at 10:00am CST via Zoom <https://esc4.zoom.us/j/93958976658> ; or (346) 248-7799; Meeting ID: 939 5897 6658.

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: June 21st, 2024

Version April 24, 2024

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 and Services. 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 and Services, 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 serves a seven-county area comprised of 47 public school districts and 40 open-enrollment charter schools, representing more than 1.2 million students, 105,000 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, Public Sector, Inc., a Delaware corporation ("**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. Region 4 ESC 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**") and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on Appendix D, or as otherwise agreed to. Appendix D contains additional information about OMNIA Partners and the cooperative purchasing program.

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 and affiliates, our participants have access to competitively solicited and publicly awarded cooperative agreements. For all public sector contracts, the lead agency contracting process continues to be the foundation on which we were established. 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. With corporate, pricing and sales commitments from the Offeror OMNIA Partners provides marketing and administrative support for the Offeror that directly promotes the Offeror'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. Participating Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Offeror benefits from a contract that generally allows Participating Public Agencies to directly purchase goods and services without the Offeror's need to respond to additional competitive solicitations. As such, the Offeror must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Offeror and respond to the OMNIA Partners documents (Appendix D).

While no minimum volume is guaranteed to the Contractor, the estimated annual volume of Auctioneer Services and Related Products and Services purchased 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.

PRODUCT / 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.

- 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.
- The system shall allow the seller to conduct multiple and ongoing auctions while complying with all state and local laws and requirements.
- The auction system shall provide a seller with the ability to first offer the surplus property for reallocation within the agency is desired.
- 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.
- 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.

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.

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 | 6/21/2024 |
| Pre-proposal Conference | 7/9/2024 |
| Deadline for receipt of questio | 7/19/2024 |
| Issue Addenda (if required) | 7/26/2024 |
| Proposal Due Date | 8/5/2024 |
| Approval from Region 4 ESC | 10/22/2024 |
| Contract Effective Date | 11/1/2024 |

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. 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.

3. 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.
4. Additional Agreements: If an Offeror requires additional agreements. i.e. master service agreement, end user licensing agreement, etc. a copy of the proposed agreement must be included with proposal. Any additional agreements provided by the Offeror are complimentary to the terms and conditions stated herein are for the use of Participating Agencies and shall not replace Appendix A
5. 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.

6. 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.

7. 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.

8. 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.
9. 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.
10. 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.
11. 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.
12. 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.
13. 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.

14. 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).
15. 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.
16. 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.
17. 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.
18. 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.
19. 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.

20. 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.
21. 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.
22. 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 Jorgannie Carter, 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**
 - a. Provide the URL for Offeror's online auction system.

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

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

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.)

Not to Exceed 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.

a) Performance Capability

- i. 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.
- ii. 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.
- iii. Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.
- iv. 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?
- v. Describe how Offeror responds to emergency orders.
- vi. 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.
- vii. Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.
- viii. Describe Offeror's invoicing process.
- ix. 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.
- x. Describe the financial condition of Offeror.
- xi. 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.
- xii. 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.
 - Please provide Payment Terms.
 - Indicate payment options accepted by bidder (e.g., Visa, MasterCard, AMEX, personal check, cashier’s check, money order, etc.).

b) Qualification and Experience

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

c) Value Add

- i. Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract. Any optional items or packages shall be fully detailed/describe what is included in the item/package.
 - ii. Indicate additional services and activities the auction system can perform.
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 _____, 202X 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 _____ 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 initial term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right in its sole discretion to renew the Contract for an additional term of up to two (2) years or for a lesser period of time as determined by Region 4 ESC by providing written notice to the Contractor of Region 4 ESC's intent to renew thirty (30) days prior to the expiration of the original term. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Contract. Notwithstanding the forgoing paragraph, the term of the Contract, including any extension of the original term, shall be further extended until the expiration of any Purchase Order issued under the Contract for a period of up to one year beyond the Contract term.
- 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
 - 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 for a period of up to one year beyond the term 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 _____

Address _____

City/State/Zip _____

Telephone No. _____

Email Address _____

Printed Name _____

Title _____

Authorized signature _____

Accepted by Region 4 ESC:

Contract No. _____

Initial Contract Term _____ to _____

Region 4 ESC Authorized Board Member

Date

Print Name

Region 4 ESC Authorized Board Member

Date

Print Name

[illegible]

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

Appendix C, Doc #1

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 confidential 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

Appendix C, Doc #2

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

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

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

| | | |
|----------------|--|------------------------------|
| Company | Contact | |
| | | Signature |
| | | Printed Name |
| Address | | Position with Company |
| | Official Authorizing Proposal | |
| | | Signature |
| | | Printed Name |
| Phone | | Position with Company |
| Fax | | |

Appendix C, DOC # 3

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 made 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. 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. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

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

Frequently Asked Questions:

https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php

Changes to Form 1295: <https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf>

Appendix C, DOC # 4

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.

Exhibit A – Response for National Cooperative Contract

Exhibit B – Administration Agreement, Example

Exhibit C – Master Intergovernmental Cooperative Purchasing Agreement, Example

Exhibit D – Principal Procurement Agency Certificate, Example

Exhibit E – Contract Sales Reporting Template

Exhibit F – Federal Funds Certifications

Exhibit G – New Jersey Business Compliance

Exhibit H – Advertising Compliance Requirement

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 Education Service Center (hereinafter defined and referred to as “**Principal Procurement Agency**”), on behalf of itself and OMNIA Partners, Public Sector, Inc., a Delaware corporation (“**OMNIA Partners**”), is requesting proposals for Auctioneer Services and Related Products and Services. 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, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. 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 to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development 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.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

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 3% 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). At Supplier's option, Suppliers may pay additional fees beyond administrative fees, such as technology fees, to OMNIA Partners and/or a third party for additional support and/or access to OMNIA Partners' technology platform.

1.3 Estimated Volume

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

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through 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 (e.g., governing law) are subject to modification for each Participating Public Agency as Supplier and such Participating Public Agency may agree without being in conflict with the Master Agreement as a condition of the Participating Agency's purchase and not a modification of the Master Agreement applicable to all Participating Agencies. 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 (e.g., governing law, invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, etc.) ("Supplemental Agreement"). 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 the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Supplier, Supplier and Participating Public Agency may negotiate

additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Supplier. 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 signed Supplemental Agreements and 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 Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable Administrative Fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

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

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

2.0 REPRESENTATIONS AND COVENANTS

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

2.1 Corporate Commitment

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

2.2 Pricing Commitment

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

2.3 Sales Commitment

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

3.0 SUPPLIER RESPONSE

Supplier must supply the following information 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 to include experience providing similar products and services.
- B. Total number and location of salespersons employed by Supplier.
- C. Number and location of support centers (if applicable) and location of corporate office.
- D. Annual sales for the three previous fiscal years.
 - a. Submit FEIN and Dunn & Bradstreet report.
- E. Describe any green or environmental initiatives or policies.
- F. 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. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.
- G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:
 - a. Minority Women Business Enterprise

☐ Yes ☐ No

If yes, list certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

☐ Yes ☐ No

If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB)

☐ Yes ☐ No

If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

☐ Yes ☐ No

If yes, list certifying agency: _____

e. Other recognized diversity certificate holder

☐ Yes ☐ No

If yes, list certifying agency: _____

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

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. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. 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. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

- D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
- E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

3.3 Marketing and Sales

- A. Given the public nature of the solicitation and contract, OMNIA Partners makes solicitation and contract documentation, including pricing documents, available on its website so Participating Public Agencies may easily conduct their due diligence. Describe any portions of the response that should not be available on the website and why those portions should not be available.
- B. 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
- C. 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, Master Agreement 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 Master Agreement 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
- D. 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.
- E. 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.
- F. 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
- G. 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

- H. 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
- I. 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 12 of the OMNIA Partners 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 Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.
- N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.
- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
 - ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with

lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.

- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

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

Exhibit B
Administration Agreement, Example

ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this “**Agreement**”) is made this ____ day of _____ 20 __, between OMNIA Partners, Public Sector, Inc., a Delaware corporation (“**OMNIA Partners**”), and _____ (“**Supplier**”).

RECITALS

WHEREAS, the _____ (the “**Principal Procurement Agency**”) has entered into a Master Agreement effective _____, 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 cooperative 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 the cooperative 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 cooperative 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. Supplier acknowledges that, in connection with its access to OMNIA Partners confidential information and/or supply of data to OMNIA Partners, when applicable, it has complied with and shall continue to comply with all laws, regulations and standards that may apply to Supplier, including, without limitation: (a) United States federal and state information security and privacy statutes, regulations and/or best practices, including, without limitation, the Gramm-Leach-Bliley Act, the Massachusetts Data Security Regulations (201 C.M.R. 17.00 et. seq.), the Nevada encryption statute (N.R.S. § 603A), the California data security law (Cal. Civil Code § 1798.80 et. seq.) and California Consumer Privacy Act (Cal. Civil Code § 1798.100 et. seq.); and (b) applicable industry and regulatory standards and best practices (collectively, "**Data Regulations**").

With regard to Personal Information that Supplier collects, receives, or otherwise processes under the Agreement or otherwise in connection with performance of the Agreement, Supplier agrees that it will not: (i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, such Personal Information to another business or third party for monetary or other valuable consideration; or (ii) retain, use, or disclose such Personal Information outside of the direct business relationship between Supplier and OMNIA Partners or for any purpose other than for the specific purpose of performance of the Agreement, including retaining, using, or disclosing such Personal Information for a commercial purpose other than for performance of the Agreement. By entering into the Agreement, Supplier certifies that it understands the specific restrictions contained in this Section 7 and will comply with them. For purposes hereof, "**Personal Information**" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, and includes the specific elements of "personal information"

as defined under Data Regulations, as defined herein. Supplier will reasonably assist OMNIA Partners in timely responding to any third party “request to know” or “request to delete” (as defined pursuant to Data Regulations) and will promptly provide OMNIA Partners with information reasonably necessary for OMNIA Partners to respond to such requests. Where Supplier collects Personal Information directly from Public Agencies or others on OMNIA Partners’ behalf, Supplier will maintain records and the means necessary to enable OMNIA Partners to respond to such requests to know and requests to delete.

8. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS’ PERFORMANCE AS A COOPERATIVE 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

9. 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 11 – 22, 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.

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 three percent (3%) (“**Administrative Fee Percentage**”) multiplied by the total purchase amount paid to Supplier, less refunds and credits on returns, 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 material 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
5001 Aspen Grove
Franklin, TN 37067
Attention: Legal Department - Public Sector Contracting

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.

[INSERT SUPPLIER ENTITY NAME]

OMNIA PARTNERS, PUBLIC
SECTOR, INC.

Signature

Name

Title

Date

Signature
Sarah Vavra

Name
Sr. Vice President, Public Sector
Contracting

Title

Date

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 OMNIA Partners, Public Sector, Inc., a Delaware corporation f/k/a National Intergovernmental Purchasing Alliance Company; Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities, and/or NCPA LLC, a Texas limited liability company d/b/a National Cooperative Purchasing Alliance (collectively, “**OMNIA Partners**”), in its capacity as the cooperative administrator, to be appended and made a part hereof and such other agencies (“**Participating Public Agencies**”), as defined in each Master Agreement (as defined below), 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 (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(j), 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; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of health care services is not in furtherance of a primary purpose of the Participating Public Agency.

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, provided that the purchase of Products through the OMNIA Partners Parties 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 OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS 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) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

Participating Public Agency:

OMNIA Partners, as the cooperative administrator on behalf of Principal Procurement Agencies:
OMNIA PARTNERS, PUBLIC SECTOR, INC.

Authorized Signature

Name

Title and Agency Name

Date

Signature
Sarah E. Vavra

Name
Sr. Vice President, Public Sector Contracting

Title

Date

Exhibit D
Principal Procurement Agency Certificate, Example

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for OMNIA Partners, Public Sector, Inc., a Delaware corporation ("**OMNIA Partners**"), [PPA Name] 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 [**PPA Name**] ("**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, [PPA Name]

Signature

Name

Title

Date

[illegible]

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.

DEFINITIONS

Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302–6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
 - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
 - (2) An agreement that provides only:
 - (i) Direct United States Government cash assistance to an individual;
 - (ii) A subsidy;
 - (iii) A loan;
 - (iv) A loan guarantee; or
 - (v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCO's).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non-Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at [52.204-26](#), or in paragraph (v)(2)(ii) of the provision at [52.212-3](#).

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☐ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) 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);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of 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.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

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(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#). This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements;
or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.*

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when 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 \$250,000, 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 as detailed in the terms of the contract.

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 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)

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, Offeror also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

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 Executive Office of the President Office of Management and Budget (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. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating 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, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal 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 any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any 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 Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such 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

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. Additionally:

- (1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7. A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.
- (2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

**FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) -
BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF ROLLING STOCK**

CERTIFICATE OF COMPLIANCE

(select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Check for YES: ☐

OR

Certificate of Non-Compliance with 49 USC §5323(j)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.
Check for YES: ☐

**FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) -
BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS**

CERTIFICATE OF COMPLIANCE (select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)(1)

The proposer 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.
Check for YES: ☐

OR

Certificate of Non-Compliance with 49 USC §5323(j)(1)

The proposer 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.
Check for YES: ☐

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

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: _____

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 documents, papers, or other records of offeror that are 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 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

COMMUNITY DEVELOPMENT BLOCK GRANTS

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements

enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

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: _____

24-06 Auctioneer Services

| Supplier | Rank Score | | EVALUATION CRITERIA AND WEIGHTS | Purchase Price | Reputation of Vendor and Goods/Services Quality | Meet Region 4 needs | Long-term Cost |
|--------------------------------|------------|-------|---------------------------------|----------------|---|---------------------|----------------|
| | Rank | Score | | | | | |
| | | 100 | | | | | |
| Lemons Auctioneers, LLC. | 1 | 97.00 | 35.00 | 5.00 | 20.00 | 30.00 | 7.00 |
| Liquidity Services Operations, | 2 | 82.50 | 28.00 | 4.50 | 16.00 | 24.00 | 10.00 |
| Lone Star Auctioneers Inc | 3 | 82.00 | 28.00 | 4.00 | 18.00 | 24.00 | 8.00 |
| Purple Wave Auction | 4 | 81.00 | 28.00 | 4.00 | 16.00 | 24.00 | 9.00 |
| BIDCORP.COM | 5 | 63.00 | 21.00 | 3.00 | 12.00 | 21.00 | 6.00 |
| Rosen Systems Inc | 6 | 57.50 | 24.50 | 3.00 | 12.00 | 12.00 | 6.00 |



24-06 Addendum 3

Liquidity Services Operations, LLC

Liquidity Services Operations, LLC

Supplier Response

Event Information

Number: 24-06 Addendum 3
Title: Auctioneer Services
Type: Request for Proposal
Issue Date: 6/21/2024
Deadline: 8/5/2024 02:00 PM (CT)
Notes: **PLEASE NOTE THAT THE BOARD MEETING DATE HAS BEEN CHANGED TO OCTOBER 29, 2024.**

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.

Only online proposals will be accepted. Proposals must be submitted via Region 4 ESC's online procurement system:
region4esc.ionwave.net.

No manual, emailed, or faxed proposals will be accepted.

NON-MANDATORY PRE-PROPOSAL CONFERENCE

Meeting to be held on
Tuesday, July 16, 2024 at 11:00 am
via ZOOM. Click [here](#) to join.

Offerors are strongly encouraged, but not required to participate in a pre-proposal conference with the Procurement and Operations

Specialist.

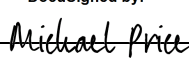
Contact Information

Address: Finance and Operations
7145 West Tidwell Road
TX 77092

Email: questions@esc4.net

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 | Liquidity Services Operations, LLC dba GovDeals |
| Address | 6931 Arlington Rd., Ste. 460 |
| City/State/Zip | Bethesda, MD 20814 |
| Telephone No. | 334-306-6401 |
| Email Address | vendor@govdeals.com |
| Printed Name | Michael Price |
| Title | Vice President |
| Authorized signature | <div>DocuSigned by:  CCB19588953C4C0...</div> |

Accepted by Region 4 ESC:

Contract No. _____

Initial Contract Term _____ to _____

| | |
|---|---------------|
| _____ Region 4 ESC Authorized Board Member | _____ Date |
| _____ Print Name | |
| _____ Region 4 ESC Authorized Board Member | _____ Date |
| _____ 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.

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

| Section/Page | Term, Condition, or Specification | Exception/Proposed Modification | Accepted (For Region 4 ESC's use) |
|---|--|--|--------------------------------------|
| Exhibit A, Response for National Cooperative Contract; Section 1.2 Marketing, Sales, and Admin. Support | "Suppliers are required to pay an Administrative Fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal." | GovDeals respectfully proposes to pay an administrative fee of 2% of revenue. This is in line with our previous OMNIA contract, as well as our contracts with comparable national cooperative contracts. Should this exception be of concern to the Evaluation Committee, our company leaders would be happy to discuss this matter with ESC4/OMNIA. | |
| Exhibit A, Response for National Cooperative Contract, Section 1.5 Objectives of Cooperative Program | B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide; | Although we are unable to commit to endorsing OMNIA's award as our "primary" contracting tool, it will be promoted as "one of our primary" contracting tools. 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. | |

Liquidity Services Operations, LLC Information

Contact: Alicia Andrews
Address: PO Box 242457
Montgomery, AL 36124
Phone: (800) 613-0156
Email: vendor@govdeals.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Michael Price

Signature

Submitted at 8/2/2024 04:17:34 PM (CT)

vendor@govdeals.com

Email

Requested Attachments

- Texas Government Code 2270 Verification Form

Please complete the Texas Government Code 2270 Verification Form, located on the Attachments tab, and upload the completed document here.

01 Texas Government Code 2270 Verification Form - Appendix C Doc 4 - MP.pdf
- Value Added Services

Provide any additional information related to products and services the Offeror proposes to enhance and add value to the Contract. For example, a proposal for furniture may include additional value-added selections such as installation, white glove delivery options, setup/cleaning, classroom design/layout, special orders, etc. (OPTIONAL)

02 Value Added Services - LSO GovDeals.pdf
- Products and Pricing

Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

03 Products and Pricing - LSO GovDeals.pdf
- Contract and Offer Form and Deviation Form

Please complete the Contract and Offer Form and Deviation Form, located on the Attachments tab, and upload the completed document here.

04 Contract and Offer Form and Appendix B Deviations Form - MP.pdf
- Disclosure of Interested Parties form or Evidence of Exemption

If you are required under statute to submit a Disclosure of Interested Parties form (1295 form), you must do so here. Section 6 must be completed in its entirety. Alternatively, if you are exempt under the statute, you must provide documentation affirming your exemption. (REQUIRED, see Attribute titled "DISCLOSURE OF INTERESTED PARTIES")

05 Disclosure of Interested Parties - Appendix C Doc 3 - Form - MP.pdf
- Additional Agreements Offeror will require Participating Agencies to sign.

Upload any additional agreements offeror will require Participating Agencies here.

No response
- Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy

Please complete the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy, located on the Attachments tab, and upload the completed document here.

07 Acknowledgment and Acceptance of Open Records - Appendix C Doc 1-revised - MP.pdf

Antitrust Certification Statements

08 Antitrust Certification
Statements - Appendix C Doc 2 -
FINAL - AA MP.pdf

Please complete the Antitrust Certification Statements, located on the Attachments tab, and upload the completed document here.

Diversity, HUB Certifications

No response

If your firm holds a certification from certifying agencies related to M/WBE, DBE, HUB, or other diverse business designations, you may upload the certificate here. (OPTIONAL)

Conflict of Interest Questionnaire

No response

If a conflict exists that requires the submission of a Conflict of Interest Questionnaire (CIQ), complete and upload the document here. (REQUIRED ONLY IF A CONFLICT EXISTS, see Attribute titled "CONFLICT OF INTEREST QUESTIONNAIRE" for additional information.)

W-9 Upload

11 W-9 LSO.pdf

Interested offerors must upload an updated Form W-9 prior to submitting a proposal.

OMNIA Partners - Exhibit F Federal Funds Certifications

12 Exhibit F Federal Funds
Certifications Form - MP.pdf

Please complete the OMNIA Partners - Exhibit F Federal Funds Certifications, located on the Attachments tab, and upload the completed documents here.

OMNIA Partners - Exhibit G New Jersey Business Compliance

13 Exhibit G New Jersey
Compliance Form for REGION IV
ESC - MP.pdf

Please complete the OMNIA Partners - Exhibit G New Jersey Business Compliance forms, located on the Attachments tab, and upload the completed documents here.

Bid Attributes

| | |
|---|---|
| 1 | <p>CONTRACT DURATION</p> <p>{MODIFY DATES AND DELETE THIS NOTE}</p> <p>The initial term of the Contract is for a period of three (3) years unless terminated, canceled, or extended as otherwise provided herein. Region 4 ESC shall have the right in its sole discretion to renew the Contract for additional terms up to two (2) years after the end of the initial term or for a lesser period of time as determined by Region 4 ESC by providing written notice to the Contractor of Region 4 ESC's intent to renew thirty (30) days prior to the expiration of the original term. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Contract. In the event the proposal term, including renewals, ends before another proposal is executed, proposal prices and discounts may be extended on a month-to-month basis by mutual consent. Extensions are limited to the lesser of: a) six (6) additional monthly terms, or b) the time which is required to complete a new solicitation for the goods and services provided for in this solicitation. Notwithstanding the foregoing paragraph, the term of the Contract, including any extension of the original term, shall be further extended until the expiration of any Purchase Order issued within the Contract term for a period of up to one year beyond the Contract term.</p> <p><input checked="" type="checkbox"/> I certify compliance with this attribute.</p> |
| 2 | <p>NAME OF INDIVIDUAL COMPLETING THIS PROPOSAL</p> <p>ALICIA ANDREWS</p> |
| 3 | <p>HOW MANY YEARS HAS YOUR BUSINESS OPERATED UNDER ITS PRESENT NAME</p> <p>5</p> |
| 4 | <p>WHAT IS YOUR CURRENT NUMBER OF CUSTOMER ACCOUNTS?</p> <p>19000</p> |

5 WHAT ARE YOUR BUSINESS HOURS?

Customer Service: 8am to 7pm ET (Mon-Fri); and each Agency's Account Manager is on call 24/7

6 IS 30 DAYS AFTER RECEIPT OF INVOICE AN ACCEPTABLE PAYMENT SCHEDULE FOR YOUR BUSINESS?

If Yes, type "YES".

If No, describe your payment schedule in the field provided.

Yes this is acceptable; Most clients choose our "withholding" option, in which no fees are due to GovDeals, as any applicable fees are withheld from auction proceeds

7 WHAT IS THE STANDARD LEAD TIME FOR RECEIPT OF PRODUCTS AFTER ORDER IS RECEIVED (ARO), IN DAYS?

Provide your answer in number of DAYS after receipt of order (ARO).

N/A No products will be sold; vendor is a service provider. Account creation can be completed within 5 business days ARO.

8 ACCOUNT MANAGER NAME

Please indicate the name of the account manager we should speak to with concerns about the products and/or services in this proposal.

Les Bailey

9 ACCOUNT MANAGER EMAIL

vendor@govdeals.com

10 ACCOUNT MANAGER PHONE

(910) 850-3115

11 PAYMENT REMITTANCE ADDRESS

PO Box 242457, Montgomery, AL 36124

12 PAYMENT REMITTANCE PHONE

(800) 613-0156 x4

13 CONTRACT/PURCHASE ORDER/QUOTE EMAIL

Vendors may choose to have purchase orders emailed to them in PDF format in lieu of having them faxed or mailed. To elect this option, please offer the preferred email address in the accompanying field. This email address will apply to any purchases from your company, so the use of a generic email address is suggested, such as bids@companyname.com or purchaseorders@businessname.com.

vendor@govdeals.com

14 CONTRACT/PURCHASE ORDER/QUOTE FAX NUMBER, IF APPLICABLE

If applicable, please provide a fax number to send orders and quote requests.

(334) 306-6401

15 REQUIRED REFERENCE QUOTE OR CONTRACT NUMBER, IF APPLICABLE

Enter your quote or contract number and/or any other information our staff would need provide on the face of purchase orders in order to receive discount percentages and contract pricing.

No response

**1
6 COMPANY WEBSITE ADDRESS, IF APPLICABLE****1
7 HOW WERE YOU NOTIFIED OF THIS BID OPPORTUNITY?**

In order to verify the efficiency of communication tools used to notify vendors of bidding opportunities, we ask that you provide us with the manner in which you received notification of this request for bid/proposal.

**1
8 REFERENCE 1**

Please provide the reference of a school and/or business who have utilized the same equipment/products within the last two years. Include Company/Government name, address, contact name, and contact phone number.

**1
9 REFERENCE 1 EMAIL****2
0 REFERENCE 2**

Please provide the reference of a school and/or business who have utilized the same equipment/products within the last two years. Include Company/Government name, address, contact name, and contact phone number.

**2
1 REFERENCE 2 EMAIL****2
2 REFERENCE 3**

Please provide the reference of a school and/or business who have utilized the same equipment/products within the last two years. Include Company/Government name, address, contact name, and contact phone number.

**2
3 REFERENCE 3 EMAIL****2
4 THE U.S. STATE YOUR PRINCIPAL PLACE OF BUSINESS IS LOCATED.****2
5 RECIPROCITY**

For Businesses not located in Texas: Does your state of residence or incorporation require out-of-state bidders to underbid vendors residing in your state by a prescribed amount or percentage to receive a comparable contract? If Yes, please input that percentage; If No, please leave the adjacent field blank.

**2
6 PARTIAL AWARD ACCEPTANCE**

REGION 4 ESC retains the right to award this contract in such a manner that it receives the best overall value for the goods and/or services requested in this request for proposal or bid, which may include awarding to multiple vendors.

☒ I understand.

2
7**PURCHASE ORDER POLICY**

REGION 4 ESC purchases tangible goods and services through the use of approved Purchase Orders. Vendors are highly discouraged from sending products, and/or performing services without prior receipt of an approved District Purchase Order. While campuses and departments may call for quotes and information, please be advised the District is not obligated to pay for any services and/or products ordered via telephone or email in without the presence of a properly executed Purchase Order.

☒ I understand.
2
8**ADDENDA NOTIFICATIONS**

Any addenda to this proposal will be issued electronically through this system. It is vendor's responsibility to review addenda upon e-mailed notice and retract/amend their submission as deemed necessary. REGION 4 ESC may choose to mark a proposal received prior to the issuance of an addendum as non-responsive should REGION 4 ESC, in its sole determination, finds the addendum to be of such material change that it warrants such determination. If such proposal is found non-responsive, REGION 4 ESC will not consider the proposal for evaluation or further consideration.

☒ I understand.
2
9**Provide equipment manufacturer, equipment types and discounts off published list price.**

N/A

3
0**Define any freight charges.**

N/A

3
1**Describe how Offeror responds to emergency orders.**

In our industry, the most common urgent requests occur when a Seller encounters a large volume 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 the Agency take photographs of their surplus assets and create their auction listings, ensuring the urgent need can be resolved within 2-4 weeks.

3
2**What is Offeror's average Fill Rate?**

N/A Service Provider

3
3**What is Offeror's average on time delivery rate? Describe Offeror's history of meeting the shipping and delivery timelines.**

N/A Service Provider

3
4**Describe Offeror's return and restocking policy.**

N/A Service Provider

3
5**Describe Offeror's ability to meet service and warranty needs.**

With more than 100 direct, full-time employees, including field-based Account Managers and Business Development Managers across the United States and Canada, GovDeals is thoroughly prepared to seamlessly continue serve Participants, regardless of the agencies' locations or sizes.

3
6**Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.**

• Bidders/Buyers: GovDeals provides multilingual bidder support from a dedicated, U.S.-based Customer Service center staffed by 15 experienced GovDeals employees. • Clients/Participants: If a Participant encounters technical issues or needs help resolving a problem, the Participant's Account Manager may be contacted 24 hours a day and will work with all members of the Agency's staff to timely resolve any problem encountered. • Escalation and Problem Resolution: GovDeals' management is sensitive to the needs of our clients and takes complaints from clients very seriously. As such, when management is made aware of a problem causing distress to a client, the matter is given top priority to resolve the issue and prevent reoccurrence of the problem. The GovDeals management team will evaluate the complaint and address the issue with urgency, involving a steering committee if appropriate. Personnel matters are addressed by the staff member's manager and the company's senior management.

3
7**Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.**

• Bidder Invoicing: At close of auction, winning bidders will automatically be sent a Buyer's Certificate (example shown on Page XX). 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 when applicable. • Seller Invoicing: The Invoicing Report, also referred to as the reconciliation statement, details all assets sold each month. Although the majority of our sellers are not required remit payment to GovDeals, this statement is sent to the seller to summarize the month's financial transactions. The report displays item description, inventory ID number, date sold, sold amount, fee percentage and amount, seller/buyer certificate ID number, and credit details if any. GovDeals accepts payments from Sellers by ACH (preferred), credit card/P-Card, and checks.

3
8**Describe Offeror's contract implementation/customer transition plan.**

GovDeals' implementation/customer transition plan and training details are provided in Products and Pricing: Part A.

3
9**Describe the financial condition of Offeror.**

Over the past 23 years, GovDeals has transacted over \$4.6 billion through our auction website (www.GovDeals.com) without a single claim filed against it by a bidder or a seller. As a testament to the success of our financial settlement services, GovDeals collects, protects, and remits payments for 96% of our 19,000+ government clients. All payment disputes after pickup of an asset are handled by GovDeals, eliminating liability on part of the Participant. And unlike some auction companies, GovDeals does not withhold payment of a Seller's auction proceeds during the 30-day chargeback liability window. GovDeals is covered by a \$10M insurance policy that protects each of our Clients against any loss of funds. Liquidity Services is a publicly held corporation with stock traded on the NASDAQ stock exchange under the call letters LQDT. As a publicly traded company, Liquidity Services and GovDeals are bound by strict federal procedures that regulate our business's financial matters.

4
0**Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.**

www.GovDeals.com

4
1**Describe the Offeror's safety record.**

GovDeals maintains an excellent safety record. We prioritize routine safety training and utilization of best practices while on site at client sites. Additionally, GovDeals carries substantial insurance coverage in case of damage or injury in the performance of duties.

4
2**Provide a brief history of the Offeror, including year it was established and corporate office location.**

GovDeals was established in 1999. Our corporate office is located at 6931 Arlington Rd., Suite 460, Bethesda, MD 20814. When the first online auctions were conducted on GovDeals in 2001, the platform's early adopters were pleased that the platform not only satisfied all their agencies' internal compliance needs but also garnered 20% or more returns compared to traditional live auction sales. GovDeals' innovative marketing techniques were the catalyst for that success and continue to this day.

4
3**Describe Offeror's reputation in the marketplace.**

GovDeals is the largest marketplace that caters auction services to government, educational, and related entities. Today, over 19,000 federal, state, and local government agencies have transitioned some or all of their surplus auctions to GovDeals. Our company has facilitated the sale of over 3.2 million government-owned assets/lots for total online auction sales surpassing \$4.6 billion. In Texas alone, over 900 government entities have successfully sold over 120,000 surplus assets/lots for total auction sales exceeding \$210 million!

4
4**Describe Offeror's reputation of products and services in the marketplace.**

GovDeals was founded to provide online auction services to government agencies, and we have been solely focused on building, providing, and continuously improving these services 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. Our diverse team of auction professionals is committed to your success.

4
5**Describe if distributors/dealers/resellers/subsidiaries/partners ("affiliates") will be used to fulfill the contract. Submit a list of those affiliates authorized to sell under the proposed contract.**

Where and how does Offeror propose to maintain an authorized affiliate list so it may be accessed by Participating Agencies? How often does the supplier propose to update the affiliate list? Confirm the Offeror reviews the financial health, debarment status and overall general capacity of authorized affiliates. Offerors who use authorized affiliates are responsible for ensuring authorized affiliates are performing in accordance with the contract.

Distributors/dealers/resellers will not be used to fulfill the contract. Subsidiaries and partners are described in the Value Add section of our company's proposal.

4
6**Describe the experience and qualifications of key employees.**

GovDeals is committed to sharing our strategy knowledge with all Participants through very interactive and hands-on service. GovDeals will be a true partner with OMNIA and its Participants to enable effective management of each Participant's surplus assets. Key personnel directly serving each Participant will be an Account Manager and a regional Business Development Manager focused on your specific goals. The Account Managers, based throughout the U.S. and Canada to cover all regions of our service area, will provide on-site and remote consultations, 24/7 on-call support by phone and email, hands-on training, and dedicated service to Participants.

4
7**Describe Offeror's experience working with the government sector.**

GovDeals has been providing online auction services to the government sector for 23 years. As displayed on the enclosed maps, our clients include over 19,000 government agencies across the U.S. and in Canada, and we provide auction services to 34 state governments, including Louisiana, Arkansas, and New Mexico, as well as Texas Comptroller of Public Accounts. GovDeals is the largest online marketplace that provides auction services to government, educational, and related entities. The platform is designed to be user-friendly, with 250+ categories of items ranging from heavy machinery and industrial equipment to office supplies and vehicles, making it easy for potential buyers to find what they're looking for. Our large buyer base of internationally vetted bidders enables an auction success rate exceeding 94%, with the majority of items garnering higher sales prices than typically achieved through other providers.

4
8**Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.**

Neither Liquidity Services Operations LLC dba GovDeals nor its current officers and directors has faced litigation, bankruptcy, reorganization, or state investigations. No clients/sellers or customers/buyers have filed litigation or opened investigations against Liquidity Services.

4
9**Provide Offeror's expertise in working with public sector and understanding of the unique technical regulatory requirements.**

GovDeals has been providing online auction services to the government sector for 23 years. As displayed on the enclosed maps, our clients include over 19,000 government agencies across the U.S. and in Canada, and we provide auction services to 34 state governments, including Louisiana, Arkansas, and New Mexico, as well as Texas Comptroller of Public Accounts. GovDeals is the largest online marketplace that provides auction services to government, educational, and related entities. The platform is designed to be user-friendly, with 250+ categories of items ranging from heavy machinery and industrial equipment to office supplies and vehicles, making it easy for potential buyers to find what they're looking for. Our large buyer base of internationally vetted bidders enables an auction success rate exceeding 94%, with the majority of items garnering higher sales prices than typically achieved through other providers.

5
0**Indicate if Offeror is licensed to do business in all 50 states.**☒ Yes☐ No5
1**Value Add - Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.**

See attachment - Value Added Services

5
2**Include a per diem rate.**

Not applicable

5
3**For Non-Normal Working Hours, indicate if there is a minimum charge of hours and what the number of hours is.**

Not applicable

5
4**Is pricing available for all products and services?**

Yes, with the exception of potential customized services as described in Value Added Services.

5
5**Describe any shipping charges (where applicable).**

Not applicable

5
6**Provide pricing for warranties on all products and services.**

Not applicable

5
7**Describe any return or restocking fees.**

Not applicable

5
8**Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.**

Under this OMNIA contract, Participants utilizing GovDeals' Standard Services will be eligible to receive an additional 1.25% revenue on every completed auction transaction on the GovDeals platform, which will be remitted to Participants along with their auction proceeds (weekly or monthly schedule as chosen by each Participant). This revenue share arrangement is available under the majority of auction/account scenarios, but in the event a reduced fee structure is offered for specific assets or specific clients, the rebate will not apply for reduced fee auctions. In the interest of keeping costs as low as possible for Value-Added Services, availability of Revenue Share for this program will be determined on a case-by-case basis.

5
9**Describe how customers verify they are receiving Contract pricing.**

In selling and billing a service, GovDeals has very few pricing variables and they are based on the same criteria for all selling clients, whether under contract or not. The pricing is a fixed percentage of the price items sell for on GovDeals.com. Because of this, all pricing and pricing changes require management approval. GovDeals has extensive staffing in Account Management, Business Development, and Operations teams that will readily provide verification of contract pricing to any concerned Participant. We strongly believe in transparency, and we have built-in procedures and system tools to ensure account operations are in line with applicable contracts.

6
0**Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category**

discounts should not change over the term of the Contract.

Except as described regarding Value Add/customized services, GovDeals does not anticipate any updates to the pricing structure. Should frequency of certain Value Add services increase to such a level that a nationwide pricing update is warranted, GovDeals will follow OMNIA/Region 4 procedures for requesting a formal update/addendum to the contract.

6
1**Describe how future product introductions will be priced and align with Contract pricing proposed.**

As much as is feasibly possible, GovDeals aligns service pricing as percentage fees, such as Buyer's Premium, and/or specified buyer fees, such as closing fees for real estate sales. While it is not common for GovDeals to add additional service offerings mid-contract, should additional services be offered to OMNIA Participants, we will follow OMNIA/Region 4 procedures for requesting an contract update/addendum.

6
2**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. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

Under the majority of GovDeals' service models, all work is performed by the company's full-time employees. In the event subcontractor utilization is warranted, we routinely put forth Good Faith Efforts to partner with small and/or diverse businesses, including certified disadvantaged businesses, minority-owned businesses, veteran-owned businesses, and woman-owned businesses. We have not generally experienced pricing differentials based on subcontracting with diverse partners vs. large businesses. Liquidity Services is a publicly traded company and is not itself certified as a diverse business.

6
3**Minority Women Business Enterprise Certification**

If yes, list certifying agency.

No response

6
4**Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE) Certification**

If yes, list certifying agency.

No response

6.5 Historically Underutilized Business (HUB) Certification

If yes, list certifying agency.

*No response***6.6 Historically Underutilized Business Zone Enterprise (HUBZone) Certification**

If yes, list certifying agency.

*No response***6.7 Other recognized diversity certificate holder**

If yes, list certifying agency

*No response***6.8 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) Offeror 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 Participant utilizing our current OMNIA contract to notify of the transition to the new OMNIA cooperative contract. Little to no action or changes are expected to be required, but it will be a priority to ensure that OMNIA Participants are informed of the new award and service options that may be available. The first step of this process will include development of marketing communication and informational material to deliver to OMNIA's Participants outlining the benefits and the simplicity of the contract transition. Soon after delivery of this contract marketing material, GovDeals' Business Development teams will provide personal follow-up with these entities to answer any questions they may have. The transition process will include thorough training at each Participant's convenience, documentation, and strategy development as outlined in various sections of this proposal. Implementation and training for OMNIA and each of its Participants will be performed independently by their dedicated Account Managers and will be customized according to each Participant's unique needs. Although current clients may not find additional training necessary because the online auction system's functionality will not be affected by the contract transition, GovDeals' team will offer copies of contract documentation and will take the opportunity to discuss any specific needs or questions each client may have, in alignment with our goals of ongoing communication between GovDeals and our sellers. Although we hold several cooperative purchasing contracts, these agreements do not limit our promotion of other contracts. Our national and regional cooperatives include: • OMNIA Partners – Lead Agency: ESC Region 4, TX • OMNIA Partners – Lead Agency: ESC Region 14, TX • Sourcewell • NASPO ValuePoint – Lead Agency: State of New Mexico • Canoe Procurement Group • Kinetic GPO • BuyBoard – Texas Association of School Boards • E&I Cooperative Services • County of Orange, CA • Pinellas County Board of Commissioners, FL

6.9 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☐ No

7
0

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 Offeror's sales initiatives should communicate:

- Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
- Best government pricing
- No cost to participate
- Non-exclusive

☒ Yes

☐ No

7
1

Confirm Offeror will train its national sales force on the Master Agreement. At a minimum, sales training should include:

- Key features of Master Agreement
- Working knowledge of the solicitation process
- Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
- Knowledge of benefits of the use of cooperative contracts

☒ Yes

☐ No

7
2

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

- Executive Support
- Marketing
- Sales
- Sales Support
- Financial Reporting
- Accounts Payable
- Contracts

Executive Support/Marketing/Sales: Les Bailey, Senior Manager, Business Development, lbailey@govdeals.com, 910-850-3115; Sales Support/Financial Reporting: Christy Logan, Senior Manager, Business Development Operations, clogan@govdeals.com, (334) 462-0414; Accounts Payable: Jennifer Bartgis, Director, Finance, accounting@govdeals.com, 800-613-0156 ext. 4; Contracts: Alicia Andrews, Supervisor, Proposal Team, aandrews@govdeals.com, 334-306-6401

7
3**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.**

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 including new client adoption, reactivated clients, conference activity, field sales, and expense/travel budgeting. Our regional Business Development Managers leverage in-person, remote, 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 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 and federal clients and prospects. This space is the responsibility of two Directors of Business Development and a Client Relationships Manager working exclusively with these entities. The state/federal leaders are joined by an enthusiastic team of Account Managers and Business Development Managers/Administrators that directly support clients and prospects, responsible for auction management, market research, presentation development, outreach, contract oversight, and other responsibilities to increase State/Federal contract adoption and ensure client satisfaction. All direct, field-based Business Development Managers and 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 with experienced and properly scaled teams in the areas of Sales Support, Marketing, Accounting, Operations, Customer Service, Conference Planning, and Proposal/Contract professionals to allow business development to be the top priority of the field-based teams who are responsible for growth. The Business Development and Account Management teams and their Senior Managers report to Michael Price, Vice President, Revenue. He is the highest-level executive in charge of the Revenue team. Michael can be reached by email at mprice@govdeals.ca or by phone at 416-689-8070.

7
4**Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.**

Our experience with OMNIA's contract since 2019 has demonstrated that the OMNIA Partners and GovDeals teams are very well aligned in both size and scope, resulting in a professional partnership that drives success. We would certainly defer to OMNIA's experience and timing relative to preferred contract transition protocol, but generally we recommend the following goals:

- Provide updated guidance to OMNIA's sales teams about GovDeals' service and value proposition, to include talking points and strategies;
- Inform OMNIA's sales teams of GovDeals' current business development protocol and guardrails around case-by-case availability of Value Add/customized services;
- 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;
- Seek opportunities for both sales teams to align at specific conferences/trade shows;
- Share a well-documented and proven process/policy designed to facilitate support and communication in a joint/dual team sales approach;
- Grow the trusting, professional, and proactive relationships within the teams.

7
5**Explain in detail how Offeror 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 our existing 5-year relationship with OMNIA, and decades of experience working with a variety of 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 Account Management team. There will be very little, if any, learning curve beyond getting to know counterparts across companies. We truly appreciate our partnership with Region 4 and OMNIA, and we are committed to growing that relationship under your next Auction Services cooperative contract.

7
6

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 2023, GovDeals experienced a GMV (gross merchandise volume, aka total auction sales) exceeding \$579 million. Our Top 10 clients during FY2023 are provided within our Products and Pricing upload.

7
7

Year 1 - Provide the Contract Sales (as defined in Section 12 of OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

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

\$0

7
8

Year 2 - Provide the Contract Sales (as defined in Section 12 of OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement

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

\$0

7
9

Year 3 - Provide the Contract Sales (as defined in Section 12 of OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement

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

\$0

8
0

Please download and thoroughly review the Scope of Work, located on the Attachments Tab. Indicate your review and acceptance.

☒ Yes

8
1

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.

☒ Yes

8
2

Please download and thoroughly review the Terms and Conditions, located on the Attachments Tab. Indicate your review and acceptance.

☒ Yes

8
3

Attribute deleted as part of an Addendum

8
4

Not to Exceed 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.

8
5

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

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

8
6

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 OMNIA and its Participants 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 Participants in all 50 U.S. states and across Canada without any compromise in service. Although we are unable to commit to endorsing OMNIA's award as our "primary" contracting tool, it will be promoted as "one of our primary" contracting tools. 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. The executive revenue team at GovDeals, led by its Vice President of Revenue, Micheal Price, will continue to enthusiastically endorse the Region 4/OMNIA contract if again 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 principal cooperative 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:

- Within the first 10 business days after contract execution, Michael Price, Vice President, Revenue, will send an announcement to all GovDeals employees promoting this important 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.
- The specific contract deliverables will be reviewed with the appropriate GovDeals teams (i.e. Business Development, Account Management, Marketing, IT, Accounting, etc.).
- We will ensure that OMNIA Partners' existing GovDeals cooperative account is up to date, including operation of our Partner Report functionality within the GovDeals back office 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 be responsible for proper account setup for all OMNIA members using the award, ensuring the Participants' GovDeals seller accounts are properly aligned with the OMNIA contract provisions.
- For 23 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' diverse goals are reached.
- GovDeals currently has over 100 direct, full-time employees, including over 65 Account Managers and Business Development Managers 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 all OMNIA Participants, regardless of the agencies' locations or sizes.
- GovDeals' Business Development and Account Management teams meet in the fall each year, and we would welcome the OMNIA team to join us for a vendor session.
- The experienced GovDeals management and functional teams are already in place nationally, and sales and service to Participants will be direct and seamless through contract transition.
- The continued partnership with the OMNIA team will be enthusiastically embraced across GovDeals' teams.

8
7**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, Master Agreement 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 Master Agreement 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

GovDeals agrees to all of the above-listed contract promotion activities. For 23 years, GovDeals' only business has been delivering a remarkable online surplus disposition product to state and local governments in the US and Canada, and we have extensive experience implementing, utilizing, and managing nationwide cooperative contracts such as through OMNIA. Following is an overview of steps we will take upon award in order to best leverage our second OMNIA Partners contract: • An internal meeting, led by Michael Price, Vice President, Revenue, 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 and Account Management teams. • Scott Starcher, Vice President, Operations, will be included on this call, and he will then conduct a parallel conference call focusing on the working processes of account setup and service delivery. • As there are no changes to the base pricing or service offered by GovDeals, we expect no delay in actively selling the contract throughout the U.S. and in Canada. • With some new Value-Added Services being offered under this contract, Miller Parks, Manager, Alternate Solutions, will meet with Business Development and Account Management leadership to promote company-wide strategies to best leverage the customized service offerings on a per-client level. Availability of Value-Added/custom services requires case-by-case approval of GovDeals' Management, factoring in volume, cost, market, and specific needs. See also: Part D: Value-Added Services of our proposal. • Of note, we invite OMNIA Partners and/or Participants to meet face-to-face with the Business Development and Account Management teams at the next annual meetings planned for Fall 2024. GovDeals will market this contract as follows: • Promotion by the 65 field-based Business Development and Account Managers • Promotion at the 140+ national, regional, and local trade shows and seminars we attend annually • Promotion of cooperative contract utilization when responding to solicitations • Promotion through our MarCom program, such as client newsletters, custom landing pages, conference handouts, etc.

8
8**GENERAL TERMS AND CONDITIONS**

Respondent agrees to comply with the Contract and General Terms and Conditions provided as an attachment to this online bid event. Any deviations to the Contract and General Terms and Conditions may be provided using the procedures set forth in the attribute pertaining to deviations.

☒ I certify compliance with this attribute.

8 DEVIATIONS TO TERMS AND CONDITIONS

Any Deviation from the RFP documents, including the General Terms and Conditions, Notice to Offeror, or any other document presented with terms for consideration by the proposer MUST be documented and presented on the Deviation Form and attached to this electronic bid event via an electronic upload to the "Response Attachments" tab. In addition to indicating the requested deviations on the form, additional pages may be provided to more thoroughly explain each deviation listed on the Deviation Form.

☒ I certify compliance with this attribute.

9 FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 1 Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into an agreement with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony".

Subsection (b) states "a school district may terminate the agreement with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a), or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract".

Subsection (c) states "this section does not apply to a publicly held corporation".

Use the list of values associated with this item to identify your status as it relates to this legal requirement.

Not Applicable-firm is a publicly held corporation

9 NAME OF FELON AND NATURE OF FELONY, IF APPLICABLE

If response to previous attribute was "Felon - person/owner IS a convicted felon", vendor shall give the name of the felon and details of conviction.

If you did not answer "Felon - person/owner IS a convicted felon" in the previous question, type "N/A" in the respective field.

N/A

9 CRIMINAL HISTORY RECORDS REVIEW OF CERTAIN CONTRACT EMPLOYEES

Texas Education Code Chapter §22.0834 requires that criminal history records be obtained regarding covered employees of entities that contract with a school entity in Texas to provide services for that school entity ("Contractors") and entities that contract with school entity contractors ("Subcontractors"). Covered employees with disqualifying criminal histories are prohibited from serving at a school entity. Contractors/Subcontractors contracting with a school entity shall (1) maintain compliance with the requirements of Texas Education Code Chapter 22 to the school entity; and (2) require that each of their subcontractors complies with the requirements of Texas Education Code Chapter 22. Contractors performing work at a school entity in Texas must comply with these statutes.

Compliance includes providing or causing employees and sub-contractor employees to provide requested information and fingerprinting upon request.

Covered employees: Employees of a Contractor/Subcontractor who have or will have continuing duties related to the service to be performed at a school entity and have or will have direct contact with students. The school entity will be the final arbiter of what constitutes *continuing duties* and *direct contact* with students at their school.

☒ I certify compliance with this attribute.

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3**HISTORICALLY UNDERUTILIZED BUSINESS (HUB) CERTIFICATION**

Businesses that have been certified by the Texas Building and Procurement Commission (TBPC) or other qualified agency as Historically Underutilized Business (HUB) entities are encouraged to indicate their HUB status when responding to this proposal invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.

Select one of the available options:

OPTION A: My business has NOT been certified as HUB.

OPTION B: I certify that my business has been certified as a Historically Underutilized Business (HUB), and I have/will upload the certification information into the "Response Attachments" Tab located in this online bidding event.

OPTION A - Not HUB

9
4**DISCLOSURE OF INTERESTED PARTIES**

Texas state law requires the Disclosure of Interested Parties be filed with a public entity, including regional service centers and school districts, for any contract which:

- (1) requires an action or vote by the governing body; or
- (2) has a value of \$1 million or more; or
- (3) for any services provided that would require an individual to register as a lobbyist under TX Gov't Code Chapter 305.

NOTE: This form is not required if the vendor is a publicly-traded business entity, including a wholly-owned subsidiary of the business entity (a company in which ownership is dispersed among the general public via shares of stock which are traded via at least one stock exchange or over-the-counter market).

If you are required by law to submit this form, it must be completed online at the Texas Ethics Commission website. Obtain a numbered certificate and click the link below to access the instructions and to complete this required form. Upon completion, vendors required to submit the form must attach it to the proposal via the "Response Attachments" Tab.

[Click here to complete the form on the Texas Ethic Commission's 1295 Form webpage.](#)

Please note: The District must verify receipt of all required 1295 forms received within 30 days on the Texas Ethics Commission website. This verification does not indicate a contract award. Contract awards will be issued via direct communication from the AISD Purchasing Department. A contract requiring a Disclosure of Interested Parties form is voidable at any time if:

- (1) the governmental entity or state agency submits to the business entity written notice of the business entity's failure to provide the required disclosure; and
- (2) the business entity fails to submit to the governmental entity or state agency the required disclosure on or before the 10th business day after the date the business entity receives the written notice.

IF UNDER LAW YOU ARE EXEMPT FROM SUBMITTING THIS 1295 FORM, PROPOSERS MUST SUBMIT A DOCUMENT THAT SHOWS PROOF OR PROVIDES EXPLANATION OF THIS EXEMPTION.

THE FOLLOWING CONTRACTS ARE EXEMPT FROM THE REQUIREMENTS OF TEXAS DISCLOSURE OF INTERESTED PARTIES LAWS:

- *a sponsored research contract of an institution of higher education;*
- *an interagency contract of a state agency or an institution of higher education;*
- *a contract related to health and human services if:*
 - *the value of the contract cannot be determined at the time the contract is executed; and*
 - *any qualified vendor is eligible for the contract;*
- *a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;*
- *a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code; or*
- *a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.*

☒ I certify compliance with this attribute.

9
5**CONFLICT OF INTEREST QUESTIONNAIRE**

Region 4 Education Service Center (Region 4) is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. House Bill 23 significantly changed Chapter 176 as well as the required disclosures and the corresponding forms. As of September 1, 2015, any vendor who does business with Region 4 or who seeks to do business with Region 4 must fill out the new Conflict of Interest Questionnaire (CIQ) if a conflict of interest exists. A conflict of interest exists in the following situations:

- 1) If the vendor has an employment or other business relationship with a local government officer of Region 4 or a family member of the officer, as described by section 176.003(a)(2)(A) of the Texas Local Government Code; or
- 2) If the vendor has given a local government officer of Region 4, or a family member of the officer, one or more gifts with the aggregate value of \$100, excluding any gift accepted by the officer or a family member of the officer if the gift is: (a) a political contribution as defined by Title 15 of the Election Code; or (b) a gift of food accepted as a guest; or
- 3) If the vendor has a family relationship with a local government officer of Region 4.

"Vendor" means a person who enters or seeks to enter into a contract with a local governmental entity. The term includes an agent of a vendor. The term includes an officer or employee of a state agency when that individual is acting in a private capacity to enter into a contract. The term does not include a state agency except for Texas Correctional Industries. Texas Local Government Code 176.001(7).

"Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on: (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity; (B) a transaction conducted at a price and subject to terms available to the public; or (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency. Texas Local Government Code 176.001(3).

"Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code. Texas Local Government Code 176.001(2-a).

"Local government officer" means: (A) a member of the governing body of a local governmental entity; (B) a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or (C) an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. Texas Local Government Code 176.001(4).

Individuals serving as a Member of the Board of Directors, the Executive Director, Cabinet Members, and other local government officers may be found at: <https://www.esc4.net/about/about-region-4>.

For additional information on Conflict of Interest Questionnaire, and the statutes that mandate it, please visit the following links:

[Texas Local Government Code, Section 176](#)

[Texas House Bill 23](#)

A blank Conflict of Interest Questionnaire is available by clicking:

<https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>.

If your firm is required to return a completed Conflict of Interest Questionnaire with your proposal submission, use the "Response Attachments" Tab to upload the completed document.

☒ I certify compliance with this attribute.

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6**ENTITIES THAT BOYCOTT ISRAEL**

Pursuant to Chapter 2271 of the Texas Government Code, the Respondent hereby certifies and verifies that neither the Respondent, nor any affiliate, subsidiary, or parent company of the Respondent, if any (the "Respondent Companies"), boycotts Israel, and the Respondent agrees that the Respondent and Respondent Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

EXCEPTIONS: Clause only applies to contracts and contractors that meet the following criteria: (i) Respondent is not a sole proprietorship; (ii) with 10 or more full-time employees; and (iii) with a contract to be paid a value of \$100,000 or more wholly or partially from public funds of the governmental entity.

☒ I certify compliance with this attribute.

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7**FOREIGN TERRORIST ORGANIZATIONS**

Section 2252.152 of the Texas Government Code prohibits Region 4 ESC from awarding a contract to any person who does business with Iran, Sudan, or a foreign terrorist organization as defined in Section 2252.151 of the Texas Government Code. Respondent certifies that it not ineligible to receive the contract.

☒ I certify compliance with this attribute.

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8**FIREARMS ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATION**

Respondent verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Region 4 ESC.

APPLICABILITY: This clause applies only to a contract that: (1) is between a governmental entity and a company with at least 10 full-time employees; and (2) has a value of at least \$100,000 that is paid wholly or partly from public funds of the governmental entity.

EXCEPTIONS: This clause is not required when a state Agency: (1) contracts with a sole-source provider; or (2) does not receive any bids from a company that is able to provide the written verification required by Section 2274.002(b) of the Texas Government Code.

☒ I certify compliance with this attribute.

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9**ENERGY COMPANY BOYCOTT PROHIBITED**

Respondent represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Region 4 ESC.

EXCEPTIONS: Clause only applies to contracts and contractors that meet the following criteria: (i) a "company" within the definitions of Section 2274.001(2) of the Tex. Gov't Code; (ii) with 10 or more full-time employees; and (iii) with a contract to be paid a value of \$100,000 or more wholly or partially from public funds of the governmental entity.

☒ I certify compliance with this attribute.

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0**CRITICAL INFRASTRUCTURE AFFIRMATION**

Pursuant to Government Code Section 2274.0102, Respondent certifies that neither it nor its parent company, nor any affiliate of Respondent or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.

EXCEPTION: Clause only applies to solicitations and contracts in which the contractor would be granted direct or remote access to or control of critical infrastructure, as defined by Section 2274.0101 of the Texas Government Code, in this state, other than access specifically allowed for product warranty and support purposes.

The Governor of the State of Texas may designate countries as a threat to critical infrastructure under Section 2274.0103 of the Texas Government Code. Agencies should promptly add any country that is designated by the Governor to this clause."

☒ I certify compliance with this attribute.

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1**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.

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

OPTION A: 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.

OPTION B: We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act and these requested exemptions are uploaded into the "Response Attachments" Tab located in this online bidding event.

(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 confidential 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.)

☐ OPTION B - Proprietary information marked

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2**CONSENT TO RELEASE PROPOSAL TABULATION**

Notwithstanding anything explicitly and properly declared as Confidential or Proprietary Information to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the District may publicly release, including posting on the public Region 4 ESC and/or OMNIA Partners website(s), a copy of the proposal tabulation for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), unit price(s), hourly labor rate(s), or other specified pricing; and Vendor award notice information.

☒ I certify compliance with this attribute.

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3**CONTRACTING INFORMATION**

If Vendor is not a governmental body and

- (a) this Agreement has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by REGION 4 ESC; or
- (b) this Agreement results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by REGION 4 ESC in a fiscal year of REGION 4 ESC, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov't Code § 552.374(b), the following statement is included in the RFP and the Agreement (unless the Agreement is

- (1) related to the purchase or underwriting of a public security;
- (2) is or may be used as collateral on a loan; or
- (3) proceeds from which are used to pay debt service of a public security of loan):

"The requirements of Subchapter J, Chapter 552, Government Code, may apply to this RFP and Agreement and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter."

Pursuant to Subchapter J, Chapter 552, Texas Government Code, the Vendor hereby certifies and agrees to

- (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to REGION 4 ESC for the duration of the Agreement;
- (2) promptly provide to REGION 4 ESC any contracting information related to the Agreement that is in the custody or possession of the Vendor on request of REGION 4 ESC; and
- (3) on completion of the Agreement, either
 - (a) provide at no cost to AISD all contracting information related to the Agreement that is in the custody or possession of Vendor, or
 - (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to REGION 4 ESC.

☒ I certify compliance with this attribute.

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4**ANTI-TRUST CERTIFICATION STATEMENT**

Vendor affirms under penalty of perjury of the laws of the State of Texas that:

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

☒ I certify compliance with this attribute.

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5**FEDERAL RULE (A) - CONTRACT TERM VIOLATIONS**

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000 (2 CFR §200.320), 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 federal funds are expended by Region 4 ESC, Region 4 ESC 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.

☒ I certify compliance with this attribute.

106 FEDERAL RULE (B) - TERMINATION CONDITIONS

(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 federal funds are expended by REGION 4 ESC, REGION 4 ESC 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 Vendor, in the event vendor 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; (4) to the greatest extent authorized by law, if an award no longer effectuates the program goals or priorities of the Federal awarding agency or REGION 4 ESC. REGION 4 ESC also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if REGION 4 ESC believes, in its sole discretion that it is in the best interest of REGION 4 ESC to do so. The vendor will be compensated for work performed and accepted and goods accepted by REGION 4 ESC as of the termination date if the contract is terminated for convenience of REGION 4 ESC. Any award under this procurement process is not exclusive and REGION 4 ESC reserves the right to purchase goods and services from other vendors when it is in the best interest of REGION 4 ESC.

☒ I certify compliance with this attribute.

107 FEDERAL RULE (C) - EQUAL EMPLOYMENT OPPORTUNITY

(C) 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 FR 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."

It is the policy of REGION 4 ESC not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or disabling conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

Pursuant to Federal Rule (C) and the requirements stated above, when federal funds are expended by REGION 4 ESC on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

☒ I certify compliance with this attribute.

108 FEDERAL RULE (D) - DAVIS BACON ACT/COPELAND ACT

(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 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 federal funds are expended by REGION4 ESC, during the term of an award for all contracts and subgrants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.

☒ I certify compliance with this attribute.

109 FEDERAL RULE (E) - CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(E) (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 federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

☒ I certify compliance with this attribute.

110 FEDERAL RULE (F) - RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

(F)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 REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

☒ I certify compliance with this attribute.

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1**FEDERAL RULE (G) - CLEAN AIR ACT/FEDERAL WATER POLLUTION CONTROL ACT**

(G) The 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).

When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with 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 (Pub. L. 94-163, 89 Stat. 871).

When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process in excess of \$100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Pursuant to Federal Rule (G) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

☒ I certify compliance with this attribute.

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2**FEDERAL RULE (H) - DEBARMENT AND SUSPENSION**

(H) (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide 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 REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor 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 or by the State of Texas. Vendor shall immediately provide written notice to REGION 4 ESC if at any time the vendor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. REGION 4 ESC may rely upon a certification of a vendor that the vendor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless REGION 4 ESC knows the certification is erroneous.

☒ I certify compliance with this attribute.

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3 FEDERAL RULE (I) - BYRD ANTI-LOBBYING AMENDMENT**

(I) (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 REGION 4 ESC, the vendor certifies that during the term and after the awarded term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor 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 by or 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 contract, grant, loan, 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

☒ I certify compliance with this attribute.

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4 FEDERAL RULE (J) - PROCUREMENT OF RECOVERED MATERIALS**

(J) When federal funds are expended by REGION 4 ESC, REGION 4 ESC 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: (1) 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; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to Federal Rule (J) above, when federal funds are expended REGION 4 ESC, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

☒ I certify compliance with this attribute.

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FEDERAL RULE (K) - PROHIBITION ON CERTAIN TELECOM AND SURVEILLANCE SERVICE AND EQUIPMENT

(K) Region 4 ESC, as a non-federal entity, is prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) and physical security surveillance of critical infrastructure and other national security purposes, and 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) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

The Respondent certifies that it will not purchase equipment, services, or systems that use covered telecommunications, as defined herein, as a substantial or essential component of any system, or as critical technology as part of any system.

☒ I certify compliance with this attribute.

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FEDERAL RULE (L) - BUY AMERICAN PROVISIONS

(L) As appropriate and to the extent consistent with law, REGION 4 ESC has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, including but not limited to iron, aluminum, steel, cement, and other manufactured products, when spending federal funds. Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. Purchases that are made with non-federal funds or grants are excluded from the Buy American Act.

Vendor certifies that it is in compliance with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must still follow the applicable procurement rules calling for free and open competition.

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

☒ I certify compliance with this attribute.

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FEDERAL RULE - REQUIRED AFFIRMATIVE STEPS FOR SMALL, MINORITY, AND WOMEN-OWNED FIRMS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS

When federal funds are expended by REGION 4 ESC, Vendor is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women owned firms for any subcontracting opportunities on the project, including:

- 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

☒ I certify compliance with this attribute.

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8 FEDERAL RULE - FEDERAL RECORD RETENTION**

When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.334. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.334 for a period of five (5) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Vendor agrees that REGION 4 ESC, Inspector General, Department of Homeland Security, FEMA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor, and its successors, transferees, assignees, and subcontractors that are directly pertinent to the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Vendor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Contract.

☒ I certify compliance with this attribute.

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9 FEDERAL RULE - PROFIT NEGOTIATION**

For purchases using Federal funds in excess of \$250,000, REGION 4 ESC may be required to negotiate profit as a separate element of the price. (See 2 CFR 200.324(b)).

When required by REGION 4 ESC, Vendor agrees to provide information relating to profitability of the given transaction and itemize the profit margin as a separate element of the price.

☒ I certify compliance with this attribute.

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0 FEDERAL RULE - SOLID WASTE DISPOSAL ACT**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 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 exceed \$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. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014.)

Pursuant to this federal rule, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of all contracts resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in this paragraph.

☒ I certify compliance with this attribute.

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1 APPLICABILITY TO SUBCONTRACTORS**

Vendor agrees that all contracts it awards pursuant to this procurement action shall be bound by the terms and conditions of this procurement action.

☒ I certify compliance with this attribute.

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2 COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

When REGION 4 ESC expends federal funds for any contract resulting from this procurement process, Vendor 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).

☒ I certify compliance with this attribute.

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INDEMNIFICATION

Acts or Omissions

Vendor shall indemnify and hold harmless Region 4, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract.

Infringements

a) Vendor shall indemnify and hold harmless Region 4 and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES.

b) Vendor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Vendor's written approval, (iii) any modifications made to the product by the Vendor pursuant to Customer's specific instructions, (iv) any intellectual property right owned by or licensed to Customer, or (v) any use of the product or service by Customer that is not in conformity with the terms of any applicable license agreement.

c) If Vendor becomes aware of an actual or potential claim, or Customer provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against Customer, shall), at Vendor's sole option and expense; (i) procure for the Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.

Taxes/Workers' Compensation/Unemployment Insurance – Including Indemnity

a) VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, VENDOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF VENDOR'S AND VENDOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. VENDOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE CUSTOMER AND/OR REGION 4 SHALL NOT BE LIABLE TO THE VENDOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.

b) VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS CUSTOMERS, REGION 4 AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT, VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES.

☒ I certify compliance with this attribute.

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EXCESS OBLIGATIONS PROHIBITED

Proposer understands that all obligations of Region 4 ESC under the contract are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the contract may be terminated by Region 4 ESC.

☒ I certify compliance with this attribute.

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SUSPENSION AND DEBARMENT

Respondent certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the contract by any state or federal agency.

☒ I certify compliance with this attribute.

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6**CHANGE IN LAW AND COMPLIANCE WITH LAWS**

Proposer shall comply with all laws, regulations, requirements and guidelines applicable to a vendor providing services and products required by the contract to the Region 4 ESC, as these laws, regulations, requirements and guidelines currently exist and as amended throughout the term of the contract. Region 4 ESC reserves the right, in its sole discretion, to unilaterally amend the contract prior to award and throughout the term of the contract to incorporate any modifications necessary for compliance with all applicable state and federal laws, regulations, requirements and guidelines.

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Attribute deleted as part of an Addendum

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Offerors are requested to provide service forms with detailed description of your service offerings. Provide service forms with detailed descriptions; at a minimum, Offerors are to include the following information as it is applicable to their product,

service, and solutions offering:

o Startup & Commissioning Services

- Define process for validation of system or equipment operation to design
- Type (e.g., equipment startups, system checkouts, control verification, retro commissioning, M & V verifications, rebate auditing, other)
- List key personnel (factory, sub-contract, other)
- References (public sector only)
- Case studies describing benefits of services

o Service & Maintenance

- Type (e.g., preventative and full maintenance contracts, man-at attendance, remote monitoring, annuals, emergency services, regulatory compliance, cleaning (e.g., duct, coils and filters), scheduled maintenance (e.g., oil, chemical and vibration analysis) and other)
- Define processes for each type of service and/or maintenance of the system or the equipment
- List key personnel (factory, sub-contract, other)
- References (public sector only)
- Case studies describing benefits of services

o Installation and Turnkey Contracting

- Type (e.g., retrofit, new construction, energy retrofit, controls new- and upgrade and other)
- Define processes for each type install of the system or the equipment
- Bonding and licensing capabilities
- List key personnel (factory, sub-contract, other)
- References (public sector only)
- Case studies describing benefits of services

o Warranty Services

- Type (e.g., Extended parts & labor (define maximum number of years available), delayed start-up and other)
- Define processes for each type of warranty
- List key personnel (factory, sub-contract, other)
- References (public sector only)
- Case studies describing benefits of services

o Energy Services

- Type (e.g., (Energy Tracking, Energy Analysis, Evaluation of potential upgrades, demand response, rebates and others)
- Define processes for each type of energy services
- Certifications of personnel
- List key personnel (factory, sub-contract, other)
- References (public sector only)
- Case studies describing benefits of services

o Equipment Rentals

- Type (e.g., chillers, pumps, transformers, terminal units, generators, cooling towers, packaged unitary and other)
- Brands available
- Locations of rental fleet
- Process of accessing rental fleet during disaster event
- List key personnel (factory, sub-contract, other)

- References (public sector only)
- Case studies describing benefits of services
- o **Financial Services**
 - Type (e.g., leasing, prompt and pre-payment discounts, guaranteed savings and other)
 - Describe type of each funding and availability
 - Funding Sources (internal and/or external)
 - List key personnel (internal and/or external)
 - References (public sector only)
 - Case studies describing benefits of services
- o **Professional Services**
 - Describe type of each professional service and availability
 - Licensing and certification capabilities
 - List key personnel (internal and/or external)
 - References (public sector only)
 - Case studies describing benefits of services
- o **Site Surveys**
 - Type (e.g., Equipment, system analysis, operational, architectural and other)
 - Describe type of survey
 - Licensing and certification capabilities
 - Advanced technology uses for each type of survey
 - List key personnel (internal and/or external)
 - References (public sector only)
 - Case studies describing benefits of services



A Better Future for Surplus

GovDeals[®]

A Liquidity Services Marketplace

Liquidity Services offers this proposal in response to the following solicitation:

Request for Proposals #24-06 **Auctioneer Services**



August 5, 2024

Point of Contact:

Les Bailey, Senior Manager, Business Development

Phone: 910-850-3115

Email: vendor@govdeals.com

Liquidity Services Operations LLC

Providing government online auction services since 2001

www.GovDeals.com

Toll-Free: 1-800-613-0156 | Fax: 334-387-0529
6931 Arlington Rd., Ste. 460, Bethesda, MD 20814

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Part A

Products/Pricing

a. Provide the URL for Offeror's online auction system.

www.govdeals.com

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' Zero Fee Guarantee

GovDeals guarantees that OMNIA Participants will not be required to pay any fees for GovDeals' Standard Services under this contract.

Participants will not incur any charges when utilizing GovDeals' **Standard Services** (described in **Products and Pricing – Parts A-C**). GovDeals will collect auction payments, withhold the buyer's premium, and remit 100% of each Participant's auction proceeds weekly via ACH payment.

Additional charges may apply for optional Value-Added Services, which will be capped in the manner described in **Value-Added Services – Part D**.

No Fees.

Under this OMNIA Partners contract, GovDeals will never require Participants to pay any fees for GovDeals' **Standard Services**. Participants will have the *option* of selecting the "Seller Pay" or "Split Fee" options (examples on **Page 9**), but in all circumstances, Participants will always have the option to pay zero fees for Standard Services under this contract.

No Risk.

When Participants choose the option for buyers to pay GovDeals directly, GovDeals will shoulder liability for chargebacks/buyer fraud that may occur. This 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 for assets won at auction. GovDeals does not withhold payment during the 30-day chargeback window (as some vendors do in order to reduce their liability); payments will be remitted electronically the week following buyer pickup.

No Nonsense.

GovDeals' fees are based entirely on a percentage of the actual Winning Bid (excluding sales tax). GovDeals will only charge a fee for items that have sold and where the buyer has paid for and taken possession of the asset/lot won. Typically paid as a Buyer's Premium, this fee provides for the Participant's all-access GovDeals account, onboarding with unlimited users, ongoing auction support, robust marketing outreach, financial settlement including credit card processing, audit-level reporting, etc. – and your Account Manager on call 24/7.

- Is a fee charged if the auction is not successful (items are not sold)?

No, a fee will not be charged in the event of an unsuccessful auction, including when no bids are placed, when a reserve price is not met, or when an auction is withdrawn by the seller.

- Is the auction fee a percentage of sale price or flat fee?

The auction fee is a percentage of the sale price, typically charged to the winning bidder in the form of a Buyer's Premium, resulting in no cost to the Participant.

- Is there a minimum auction fee?

No.

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

GovDeals' Zero Fee Guarantee applies to all **Standard Services** auctions (**Products and Pricing – Parts A-C**).

Please refer to **Value-Added Services – Part D** for information regarding customized service offerings that may involve different fee structures.

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

Most commonly, the auction fee percentage is added to the final sale price, with the auction fee paid by winning bidders in the form of a Buyer's Premium.

In cases where Participants choose the "Seller Pay" option as described on **Pages 9**, the auction fee will be deducted from the final sale price.

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

All marketing efforts conducted by GovDeals will be provided at no additional cost to Participants.

- Provide any other information applicable to the auction fee.

GovDeals recommends that the auction fee be charged to winning bidders as a Buyer's Premium, so that Participants incur no fees. This enables public entities to receive the highest possible ROI for their surplus sales.

Implementation and Training

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.

No fees will be charged to Participants for any onboarding services such as implementation, training, customizations, travel, etc. Per diem and material charges are not applicable.

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

Onboarding Timeline

Account Creation:

- Within 24 hours of contract signing, GovDeals' creates the Participant's account with a login for the primary Point of Contact (POC).

Training:

- New user training can be completed in about an hour, either in-person or online.
- This comprehensive training covers the auction cycle and includes an overview of the bidder-facing website and the seller dashboard.
- Hands-on training within the live GovDeals account gives users immediate familiarity with the system.
- System is intuitive and can be picked up quickly by new users; additional training will be provided as frequently as necessary.
- User accounts can be assigned various access/security levels, such as requiring supervisor approval before auctions may be sent live.

First Auctions:

- During the training, the Participant will post its initial auction(s), which typically remain live for 7-10 days.
- The Account Manager will communicate with the Participant's team to monitor auction performance, address inquiries, and guide them through the auction cycle, including the closing and property removal.

Ongoing Support:

- The Account Manager remains available for on-site or remote assistance at any time and for no additional cost.
- The Account Manager will schedule periodic check-ins to promote best practices and ensure success.

Technical Support

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

No fees will be charged to Participants for technical support. GovDeals' Account Managers can be contacted by cell phone or email 24/7.

System Upgrade & Maintenance

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

No fees will be charged to Participants for ongoing upgrades and maintenance. GovDeals will be responsible for all of its internal costs.

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.

As applicable under strict compliance with Marketplace Facilitator regulations, GovDeals assumes responsibility for tax calculation and collection on auctions for which GovDeals collects proceeds from winning bidders.

We will promptly remit any applicable taxes to the relevant taxing authorities. This process also includes keeping records of buyers' tax exemptions.

Along with proper 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.

Working with a market leader in e-commerce tax compliance solutions, jurisdictions for remittance of sales tax revenue will be determined under strict compliance with Marketplace Facilitator regulations.

As a national/international auction provider and a publicly traded company, GovDeals has a vested interest in ensuring timely and accurate tax remittance to all applicable jurisdictions and relevant taxing authorities. We invite further questions about any specific jurisdictions that may be of concern.

- 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.

Under this OMNIA contract, Participants utilizing GovDeals' **Standard Services** will be eligible to receive an additional 1.25% revenue on every completed auction transaction on the GovDeals platform, which will be remitted to Participants along with their auction proceeds (weekly or monthly schedule as chosen by each Participant).

This revenue share arrangement is available under the majority of auction/account scenarios, but in the event a reduced fee structure is offered for specific assets or specific clients, the rebate will not apply for reduced fee auctions. In the interest of keeping costs as low as possible for **Value-Added Services**, availability of Revenue Share for this program will be determined on a case-by-case basis.

- Is a fee charged for a Member to register on the system?

No.

- Is a fee charged for a potential bidder to register on the system?

No.

- Discuss how fees are collected from agency pay and a Buyer pay perspective

GovDeals provides multiple payment collection methods to meet our Clients' various needs. Each Participant may choose their preferred option from the options described in the following sections labeled "**Buyer Pay**," "**Seller Pay**," and "**Split Fee Structure**."

Under our most common "Buyer Pay" option, GovDeals will collect auction payments in escrow, withhold the buyer's premium, and remit 100% of each Participant's auction proceeds weekly via ACH payment. A monthly statement will be provided within each Participant's GovDeals account, but Participants will not incur any charges when utilizing GovDeals' **Standard Services** (described in **Products and Pricing – Parts A-C**).

GovDeals accepts payment from Buyers by credit card, PayPal, or wire transfer. GovDeals typically remits proceeds to Clients on a weekly basis, but monthly remittance is available for any Participants that prefer this option.

For Clients who prefer to incur a Seller Fee instead of charging a Buyer's Premium, our most popular option is for GovDeals to withhold the Seller Fee from the Agency's auction proceeds, remitting Net Proceeds (Winning Bid minus Seller Fee) to the Agency on a weekly basis. This results in the Sellers having no bill to pay.

In the event a Participant chooses to collect its own proceeds, GovDeals will provide the Participant's payment instructions to the Buyer, and we will invoice the Participant for GovDeals' fee on a monthly basis with terms of net 30 days. GovDeals accepts payments from Sellers by ACH (preferred), credit card/P-Card, and checks.

- ① **The total fee amount remains static regardless of which party is responsible for payment and regardless of the collection process.**

Buyer Pay

Most Popular: *Simplest for all parties & Seller receives highest net return*

Standard Option

❖ **Buyer Pays GovDeals for Winning Bid & Buyer's Premium;
GovDeals Remits Winning Bid to the Participant**

Our standard procedure, and by far our Clients' most preferred method of financial settlement, is for GovDeals' fee to be paid in the form of a Buyer's Premium; and for GovDeals to collect payment from the buyer, and remit sales proceeds to the Seller by ACH on a weekly basis.

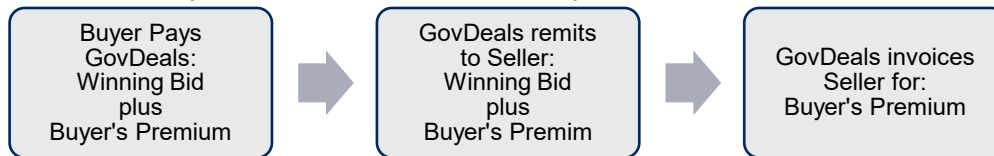
GovDeals will withhold the Buyer's Premium amount as our commission, and we will remit 100% of the Winning Bid to the Seller on a weekly basis. The Seller will have no bill to pay, but transaction summary statements will be provided.



Less popular Buyer Pay options

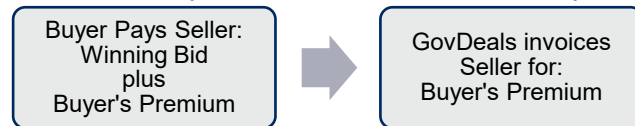
❖ **Seller chooses to receive full auction settlement funds from GovDeals**

Buyer Pays GovDeals for Winning Bid & Buyer's Premium;
and Seller pays GovDeals' fee on a monthly basis



❖ **Seller chooses to collect payments from Buyer**

Buyer Pays Seller for Winning Bid & Buyer's Premium;
and Seller pays GovDeals' fee on a monthly basis



❖ **Buyer pays separate payments to Seller and GovDeals**

Buyer Pays the Buyer's Premium to GovDeals;
and Buyer Pays the Winning Bid to the Seller



Seller Pay

No Buyer's Premium charged to Winning Bidders

Standard Option

- ❖ **Buyer Pays Winning Bid to GovDeals;
GovDeals remits Net Proceeds to Seller (Winning Bid minus Seller Fee);
GovDeals retains Seller Fee**

If the Seller prefers to pay a Seller Fee instead of charging a Buyer's Premium, Buyers will pay GovDeals the full amount of their Winning Bid. GovDeals will remit Net Proceeds (Winning Bid minus Seller Fee) to the Seller on a weekly basis. GovDeals will withhold the Seller Fee, and the Seller will have no bill to pay.



Less popular Seller Pay option

- ❖ **Seller chooses to collect payments from Buyer
Buyer Pays Winning Bid to Seller; and Seller remits Seller Fee on monthly basis**



Split Fee Structure

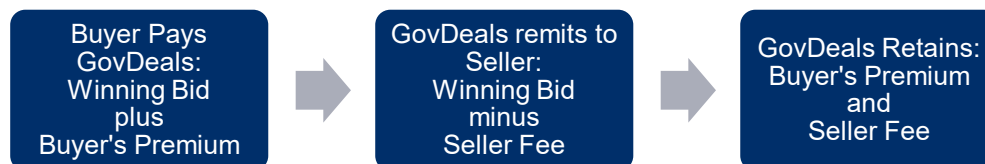
Seller and Buyer each pay a portion of GovDeals' fee

Single Option

- ❖ **Buyer Pays Winning Bid and Buyer's Premium to GovDeals;
GovDeals retains Buyer's Premium; and
GovDeals remits Net Proceeds to Seller (Winning Bid minus Seller Fee)**

If the Seller prefers that both parties (Seller and Buyer) split the cost of GovDeals' fee instead of a single party being responsible for fees, the Seller will have the right to determine the portion of total fee that will be paid as Buyer's Premium and the remainder as the Seller Fee.

Buyer will pay the full amount of their Winning Bid plus applicable Buyer's Premium. GovDeals will remit net proceeds (Winning Bid minus Seller Fee) to the Seller on a weekly basis. GovDeals will withhold the Buyer's Premium and Seller Fee, and the Seller will have no bill to pay.



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

Each Participant may choose to utilize GovDeals' system with our payment collection and remittance services included; or may elect to collect its own proceeds. The total fee amount remains static regardless of which party collects payment from bidders.

Payment collection options are detailed on the previous pages ([Pages 8-9](#)). Each Participant may choose their preferred option from the multiple options described within the **"Buyer Pay," "Seller Pay," and "Split Fee Structure"** sections.

Most sellers elect for GovDeals to collect their auction proceeds, which lessens Agency duties and eliminates liability. Vitally, when GovDeals is responsible for payment collection, GovDeals shoulders liability for any fraudulent payments and chargebacks, eliminating risk to the Participant.

GovDeals accepts payment from winning bidders by credit card, PayPal, or wire transfer. GovDeals typically remits proceeds to Clients on a weekly basis, but monthly remittance is available for any Participants that prefer this option. In the event a Participant chooses to collect its own proceeds, GovDeals will invoice the Participant for GovDeals' fee on a monthly basis with terms of net 30 days.

Not to Exceed 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.

Agreed. There will be no required fees to OMNIA Participants.

GovDeals' Zero Fee Guarantee

GovDeals guarantees that OMNIA Participants will not be required to pay any fees for GovDeals' Standard Services under this contract.

Participants will not incur any charges when utilizing GovDeals' **Standard Services** (described in **Products and Pricing – Parts A-C**). GovDeals will collect auction payments, withhold the buyer's premium, and remit 100% of each Participant's auction proceeds weekly via ACH payment.

Additional charges may apply for optional **Value-Added Services**, which will be capped in the manner described in **Part D**.

No Fees.

Under this OMNIA Partners contract, GovDeals will never require Participants to pay any fees for GovDeals' **Standard Services**. Participants will have the *option* of selecting the "Seller Pay" or "Split Fee" options (examples on [Page 9](#)), but in all circumstances, Participants will always have the option to pay zero fees for Standard Services under this contract.

Part B**Performance Capability**

- i. **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.**

GovDeals' detailed response to [Appendix D, Exhibit A, OMNIA Partners Response](#) for National Cooperative Contract is included on [pages 68-87](#) of this proposal (immediately following [Part C](#)).

- ii. **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.**

Agreed.

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

Agreed. These completed documents have been uploaded to IonWave as separate attachments.

- iv. **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:**

www.GovDeals.com

- Describe the process for creating and conducting an auction.

Auction creation and the process is simple and easy. The Participant only needs to upload photos/video of the asset, input descriptions (which can be done using a specific Asset Form and/or VIN Decoder tools), and upload the information to their GovDeals account. The Participant will pick a date and time for the auction to go live and the system will post it at that time, or the Participant can send the auction live immediately.



Surplus item is declared ready for auction



Surplus item is then listed on GovDeals



GovDeals markets your items across targeted sites



Surplus item is sold on GovDeals



Buyer makes payment and picks up item

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

Account Creation:

- Within 24 hours of contract signing, GovDeals creates the Participant's account with a login for the Participant's designated Point of Contact (POC).

Training:

- New user training can be completed in about an hour, either in-person or online. This comprehensive training covers the auction cycle and includes an overview of the bidder-facing website and the seller dashboard.
- Hands-on training within the live GovDeals account gives users immediate familiarity with the system. System is intuitive and can be picked up quickly by new users.

First Auctions:

- During the training, the Participant will post its initial auction(s), which typically remain live for 7-10 days.
- The Account Manager will communicate with the Participant's team to monitor auction performance, address inquiries, and guide them through the auction cycle, including the closing and property removal.

Ongoing Support:

- The Participant will be able to send auction listings live as frequently as needed and on the Participant's schedule. The Account Manager remains available for on-site or remote assistance at any time and for no additional cost.
- The Account Manager will schedule periodic check-ins to promote best practices and ensure success.

- 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.

Sustainable Solutions

Our approach focuses on sustainability by reducing transportation and storage costs. We help divert out-of-service/obsolete assets from landfills, promoting environmental responsibility. Additionally, our paperless system, utilizing ACH and digital file storage, minimizes resource consumption.

Customized Reporting

Our robust reporting system provides detailed insights. Participants have a continuous audit trail at your fingertips, ensuring transparency and accountability. These records remain accessible perpetually, allowing you to track progress and make informed decisions. Data can be exported to Excel in your desired date range, and records never expire.

Dedicated Support

Our diverse team of auction professionals is committed to your success. You'll have direct access to dedicated experts who understand your specific goals. Best of all, this on-demand support comes at no additional cost to you. GovDeals' online auction service is designed to operate on an as-needed basis; you may use GovDeals' services whenever surplus assets are ready to be sold. GovDeals' model is fully variable, and we only receive a commission once a sale is fully completed.

Risk Mitigation

We prioritize financial security. Online payment collection and weekly payment remittance ensure timely cash flow. Plus, our comprehensive indemnification protects against chargebacks and fraud risks. By consistently monitoring your online auctions, we prevent illicit buying behavior, such as collusion or shilling, from impacting your surplus sales.

Targeted Marketing

Reach the right audience effortlessly! Our extensive marketing outreach targets potential buyers interested in government surplus assets. Tailored strategies maximize competitive bidding and revenue for your assets.

System Upgrades and Maintenance

As with all e-commerce platforms, maintenance downtime is periodically required to upgrade existing software and services, maintain the security and availability of the platform, and deploy new application features. Extensive testing is conducted in stage environment prior to deployment. Planned maintenance is performed when traffic to the website is minimal. All maintenance and upgrades to the GovDeals systems and services are managed by the GovDeals technology team and automatically delivered for the term of the contract at no additional cost to the Participant.

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

GovDeals employs leading content delivery and security technologies to ensure the availability and protection of its online services, along with the confidentiality and integrity of seller data across our platforms. These security precautions include:

- Web application firewall (WAF). A WAF protects our public facing web applications by filtering, monitoring, and blocking any malicious HTTP/S traffic traveling to them and prevents any unauthorized data from leaving the applications
- A content delivery network (CDN), a group of geographically distributed servers that delivers content from the network location closest to the user to speed up its delivery
- Systems hardware deployed in a high availability configuration
- Routine patching of infrastructure components
- Real-time back-ups of our content to ensure continuation of service
- Geographic redundancy of critical data
- Active Vulnerability and Malware scanning
- Annual Third-Party Penetration testing
- Anti-virus
- Consolidated logging with active threat monitoring

GovDeals takes the protection of your data seriously and employs the following encryption protocols:

- Data is encrypted while in transit (Transport Layer Security (TLS) 1.2 or greater)
- Data is encrypted while at rest; our Storage Service Encryption uses 256-bit Advanced Encryption Standard (AES)
- Credit card information is fully tokenized, and GovDeals maintains strict PCI-compliance

The GovDeals system and website exist in a fully redundant environment. The site is load-balanced across multiple servers. The infrastructure is hosted on the Microsoft Azure cloud platform, which supports our redundancy and scalability goals. All critical auction and customer data is fully replicated.

GovDeals utilizes multiple internal and external site monitoring systems to ensure appropriate responses to any warnings, critical issues, or other matters that need immediate attention 24 hours a day, 7 days a week, and 365 days a year.

- 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.

Fostering Seller Efficiency

Over the past two decades, we've designed features that enhance seller efficiency and streamline staff workflows while increasing seller return on investment (ROI). Let's explore some of the most popular features:

- **Internal Reallocation:** This feature allows the Participant to offer its surplus assets internally between departments or externally to other agencies or non-profit organizations before sending the assets out to public auction.
- **Dutch/Split Auctions:** GovDeals has not seen a viable market for Dutch auction or split auction functionality. Participants interested in these options are encouraged to reach out to GovDeals to explore ways we can suit your needs through other offered features or to consider development of specific functionality.
- **Reserve Pricing, Opening Bids, and Bid Increments:** These settings can be chosen by the Participant on a per-asset basis. Your Account Manager can advise you on reserve pricing based on past successes with similar government-owned assets. Additionally, GovDeals' auction calculator can recommend starting bids, bid increments, and auction dates; or these values can be input manually based on the Participant's decisions.
- **Dynamic Bid Increment:** This optional feature enables the bid increments to change in proportion to the latest high bid, which prevents participating bidders from placing low bid increments on high-dollar items.
- **Bid Deposits:** The Participant may require bidders to make a deposit for certain assets if desired. You 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 deposit, the bidder's account will be open to bid on the asset. The winning bidder's deposit may be applied to the final amount due; unsuccessful bidders will have their deposit returned in full.
- **Bidder Restrictions:** The Participant 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.
- **Copying/Reposting Previous Auctions & Auction Templates:** The Participant can easily repost a prior auction and can also copy a prior auction to get a jump-start on a similar auction listing without having to start from scratch. Additionally, your Account Manager will be available to create pre-set templates for your most common asset types to ensure efficiency in auction creation.
- **API Integrations:** GovDeals offers an advanced API that enables data to migrate into and out of the GovDeals system and into the Participant's asset management systems. This decreases data entry and provides a more comprehensive audit trail. Current GovDeals clients have used this interface to connect with AssetWorks, Web Data, and Ship Rush, among others. Additionally, GovDeals' API can interface with proprietary, client-developed systems.

- **Easy Auction Creation:** GovDeals' simple auction builder enables all descriptive details regarding an asset/lot to be loaded on one page, without the hassle of multiple steps and page load delays. Also, the user can move on to create their next auction listing while media (photos/video) load in the background. At any point of the process, the auction can be saved as a draft if the item is not yet ready for sale, or can be sent to another user for approval.
- **Responsive Design:** GovDeals' website is designed to be more accessible on all devices, including desktops, laptops, smartphones, and tablets. This responsive design enables web pages to render well on any device, at any orientation and screen size, making for a better user experience across a wide variety of platforms.
- **Tax Collection & Remittance:** In strict adherence to Marketplace Facilitator regulations, GovDeals assumes responsibility for tax calculation and collection. We will promptly remit any applicable taxes to the relevant taxing authorities. This process also includes keeping records of buyers' tax exemptions.
- **Asset Inspection Forms:** These forms are available in the Seller Dashboard to help collect descriptive information about assets, such as make/model/VIN, condition, unique details, etc. Many of our Sellers find this form useful to document asset-specific information while on the lot or in the warehouse, and later transcribe the information into an auction creation template. Sample forms for a variety of asset types are available for review.
- **VIN Decoder:** Built into the auction creation page, this useful tool enables users to input the VIN and automatically populate the year, make, and model of each vehicle.
- **Extension of Bidding:** Sometimes referred to as "Auction Overtime," this feature automatically extends an auction by three (3) minutes when a bid is placed in the final three (3) minutes of an auction's end time. This feature is optional but strongly encouraged due to its high success rate.
- **Security Levels:** Access to the GovDeals system can be tailored to the job duties of your employees. 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 Participant may offer an asset to the second-highest bidder with a single click if the highest bidder defaults on the sale. This feature is also useful if a reserve price is not met but the Participant wishes to offer the asset to the highest bidder.
- **Seller Approval:** The Participant can choose to approve or reject the final bid price of every sale before a bidder is officially awarded. The highest bidder is notified that they are "the highest bidder pending approval of the Seller" and will receive the Buyer's Certificate link if approved. This feature can be enabled on a per-asset basis.
- **Other Sale Types:** The GovDeals system can also be used for Buy Now, Make Offer (accept/decline), and Sealed Bid sales. These different sale types are offered under the same fee structure as the standard online auction method.
- **Question & Answer Tool:** Allowing prospective bidders to submit questions via the auction page provides the opportunity for the Participant to clarify, either privately or publicly, any additional information requested.
- **Departments Feature:** GovDeals offers the flexibility for sales data and/or remittance payments to be separated by department. This enables the Seller to direct funds to department-specific financial accounts; for example a City's Police Department could utilize the same GovDeals account, but receive their own ACH payments.

Seller Landing Pages

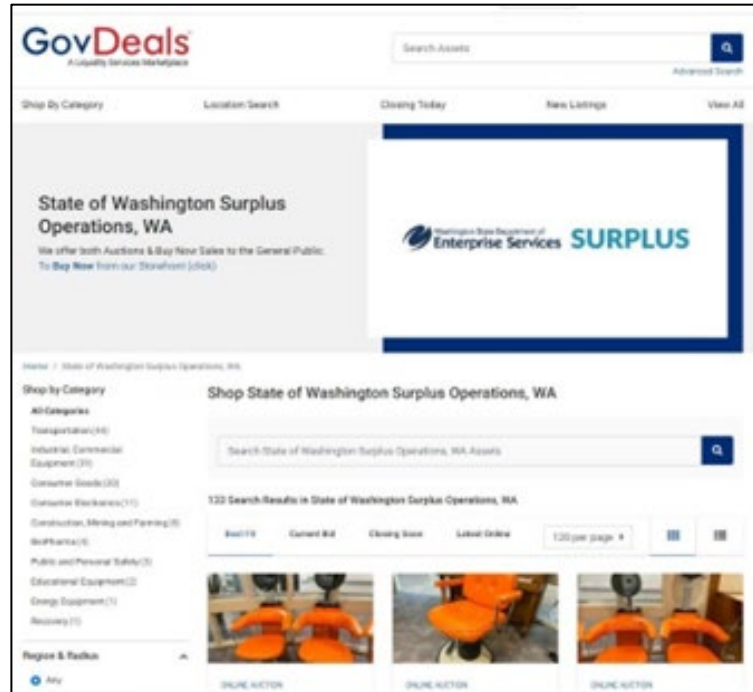
In addition to the previously described features, the GovDeals system supports further customization options for Participants to best showcase their auctions, all at no additional cost:

Custom URL

Each Participant can choose a targeted URL, such as www.govdeals.com/Region4ESC, to display all of the Participant's current auctions. Use this link on your website and social media pages to drive bidder participation for your surplus sales.

Seller Storefront

Go one step further and create a unique landing page within GovDeals' website showcasing only your Agency's surplus. Storefronts are most useful when a Participant consistently has items available at auction.



The Seller Storefront will be hosted on the custom URL described above, complete with Participant's logo and custom information displayed.

As an added bonus, all client Storefronts are showcased on our Seller Marketplaces landing page: www.govdeals.com/seller-marketplaces

Multiple Ways for Bidders to Find Your Auctions

Even without these custom features, each Participant's auction listings can be found in a variety of ways:

- By entering your assigned account number or name into the main search bar on the home page
- By using Location Search, which will populate all sellers in the chosen area
- By clicking "View seller's other assets" on any auction listing by your Agency
- By selecting your Agency's name in the "Seller Name" dropdown menu in Advanced Search
- By visiting the Seller Marketplaces resource, which showcases our Storefront-enabled Seller pages

In all cases, each Participant's auctions will be integrated with all other current GovDeals auctions. Integrating all assets to the main website facilitates an increase in an individual seller's bidder audience, which is proven to foster an increase in ROI.

- Describe the tools available to the bidder for participating in auctions, including but not limited to, email notifications, proxy bidding, identity protection, etc.

Bidder-friendly Functionality

With over two decades of experience, our global bidder database has grown to over five million people, including over one million throughout the United States.

We have incorporated an array of bidder-friendly features that keep our buyers returning to GovDeals again and again – in fact, we have an 80% repeat buyer rate.

Here are a few buyer-favorite features:

- **Outbid Alerts:** GovDeals' bidders can opt-in to receive text message and/or email notifications when they have been Outbid on an auction.
- **Saved Search Notifications:** After selecting specific search criteria, users can save that search and receive an email when new items matching the criteria are up for auction or ending soon. For example, heavy equipment in their state; Ford trucks within 50 miles of their location; or all assets auctioned by a specific Agency; and so much more.
- **Proxy Bid (Auto Bid):** Bidders can set their maximum price and the system places incremental bids until the maximum bid is reached or the asset is won. Bidders can opt for email notifications if outbid and will soon be able to receive SMS notifications as well.
- **Rapid Bid:** Within a bidder's account, they can place straight bids on the Open Lots page, enabling buyers the ease of entering bids on multiple auctions from a single page.
- **Identity Protection:** GovDeals provides security, antivirus, and firewalls to prevent hacking of any auction information from the servers, and to prevent bidders from learning the identity of another. Also, GovDeals is PCI-compliant and does not store buyers' payment information.
- **Bidder Support:** A dedicated, U.S.-based service staff of experienced GovDeals employees is available to bidders via live chat, email, or toll-free phone from Monday to Friday, 8 am and 7 pm ET.
 - **FAQ Access:** Bidders can find answers to common questions in the Frequently Asked Questions (FAQ) section on GovDeals.com.
 - **First-Call Resolution:** The Bidder Services Help Desk handles over 800 calls, emails, and live chats daily, achieving an impressive 97% first-call resolution rate.
 - **Multilingual Assistance:** The team includes Spanish-speaking staff, and a language service is available for prospective bidders who don't speak English or Spanish.

Bidder Default Prevention

While auction listings are viewable by any site visitors, visitors must be registered with GovDeals before placing a bid.

GovDeals' Bidder Verification Help Desk verifies every bidder to ensure that the registration information matches the individual to a phone number and a valid address. The GovDeals proprietary bidder registration process identifies bidders who have defaulted on previous auctions, preventing them from re-registering. This bidder verification function is the key that ensures that GovDeals maintains a low default rate of around 4%.

Defaulting bidders' accounts can be immediately locked, preventing them from participating in further auctions and, as mentioned, preventing them from re-registering for another account.

- Provide website information to include administrative access to the site.

Access to the GovDeals system can be tailored to the job duties of your employees. 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.

GovDeals welcomes the opportunity to provide a hands-on demonstration of the online auction system to the Evaluation Committee at your convenience.

- Include instructions and screen shots for navigating the various site tools.

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)
3. 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.
4. Under “Timing,” select “Sold,” then in the dropdown menu to the right, select the time period desired – ranging from 14 days to 1 year.
5. The search results will be displayed, including the number of auctions found meeting the search criteria.

Advanced Search

Advanced search is ideal for when you cannot find what you are looking for after trying out our filters on your search. Here you can apply a wide variety of filters to narrow down your search results to find exactly what you are looking for.

Keyword
international

Timing
Sold 1 Year

Category
Buses, Transit and School

Vehicle
Select Make Select Model Select Year

Location
United States of America Texas

Radius
Within 100 miles (160 km) Of Enter ZIP/Postal Code

☐ Display Map

Price
From 0 To 100000

Seller
Select a Seller

Search **Reset**

Results from this example search are provided in the screenshot below.

Home / Search Results / international

Shop by Category

◀ All Categories

◀ Transportation (3)

Passenger Vehicles (3)

Buses, Transit and School (3)

Region & Radius

Any

Within [US & Canada]

25 miles (40 km)

Of

Zip Code

Go

Americas (3)

Country

Any

United States of America (3)

State/Province

Florida (21)

Kentucky (8)

Alabama (7)

Arkansas (7)

Georgia (7)

North Carolina (6)

Ohio (5)

Tennessee (5)

New Jersey (4)

Iowa (3)

Texas (3)

Virginia (3)

Washington (2)

3 Results for sold within 1-year; international; Buses, Transit and School; Texas; United States of America

Save this Search

24 per page


Transportation

Passenger Vehicles

Buses, Transit and School

Americas

United States of America



ONLINE AUCTION


2001 International 3000

Marble Falls, Texas, USA

USD 2,525.00

(June 29, 2024 05:00 PM CDT)

LOT#: 20330-27



ONLINE AUCTION


2001 International 3000

Corrigan, Texas, USA

USD 2,125.00

(July 01, 2024 09:30 AM CDT)

LOT#: 5402-45



ONLINE AUCTION

2011 International CE

Jacksboro, Texas, USA


USD 1,125.00

(July 08, 2024 11:22 AM CDT)

LOT#: 7776-11

See What Our Sellers Have To Say


“Selling on GovDeals has ballooned into something bigger than anyone would have thought it would be. Our items usually sell for 30-50% more than when we were using public auctions. It’s amazing some of the money we get for our items. I’m just flabbergasted.”



Tom Woodard

City of Bellevue, NE

“We sold a property for \$310k, at no expense to our county! GovDeals helped us through the entire auction process, from inception to fund collection and completion of the sale. The process could not have been any easier”



BOCC

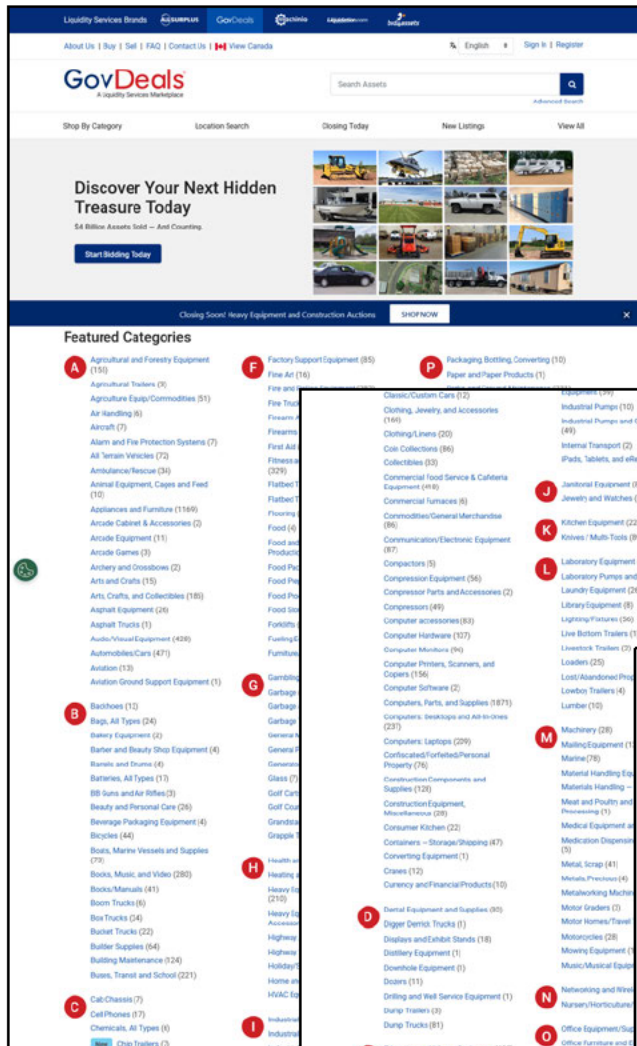
Taylor County

GovDeals
A Liquidity Services Marketplace

Products and Pricing – Parts A-C: Standard Services

Page 20

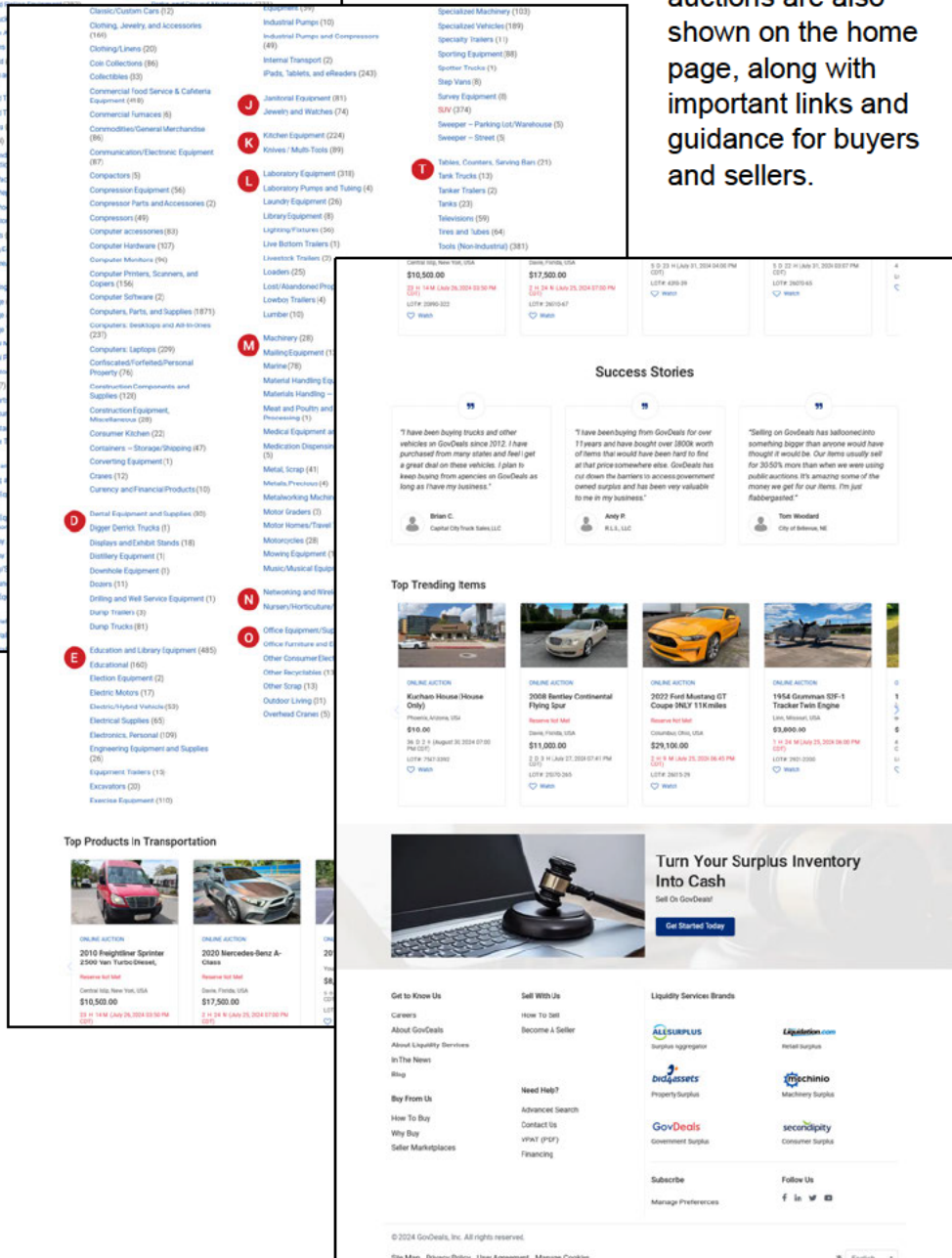
GovDeals' Home Page



In addition to robust search capabilities, users can click on any category link on our home page (www.GovDeals.com) to see current auctions in that category.

To minimize confusion, categories without any current listings are automatically removed from the home page to prevent needless clicking on empty categories.

Top trending auctions are also shown on the home page, along with important links and guidance for buyers and sellers.



- 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.

All auction records will be accessible to the Participant in perpetuity. Every aspect of the auction process will be tracked and recorded for each asset.

- 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.

GovDeals will offer comprehensive technical support and customer service to each Participant. This includes a dedicated Account Manager, a customer support help desk, a regional Business Development Manager, a marketing support team, a Customer Service team, and an accounting team to manage proceeds remittance.

- **Clients:** Your Account Manager may be reached by cell phone or email 24 hours a day, 7 days a week. If for any reason your Account Manager is not immediately available, GovDeals' Client Help Desk is available for support Monday-Friday from 8am-8pm EST. Staffed by fully trained Client Service Representatives, the Help Desk provides technical support and problem-solving by toll-free phone, live chat, and email.
- **Bidders/Buyers:** GovDeals provides multilingual bidder support from a dedicated, U.S.-based Customer Service center staffed by 15 experienced GovDeals employees. Bidder support is available by live chat, email, and toll-free phone Monday-Friday from 8am-7pm EST, as well as Frequently Asked Questions (FAQ) available on GovDeals.com.

Upgrade Packages: On a case-by-case basis with management approval, GovDeals may be positioned to provide scheduled on-site service appointments to help the Participant take photographs of their surplus assets and create their auction listings. Participants are encouraged to contact their Account Manager to discuss potential upgraded service. **See also:** **Part D: Value-Added Services** of our proposal.

- 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 a Participant's specific needs. We recommend discussing possible customizations with your Account Manager to determine if the feature is already available. Your Account Manager can be contacted by cell phone and email 24/7.

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 23 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.

v. Describe how Offeror responds to emergency orders.

In our industry, the most common urgent requests occur when a Seller encounters a large volume 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 the Agency take photographs of their surplus assets and create their auction listings, ensuring the urgent need can be resolved within 2-4 weeks.

vi. Describe Reporting:

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

Through our robust online platform, each Participant gains full transparency via secure, auditable reporting. These real-time reports cover surplus sale items, bid details, winning bidders' names, and cumulative data within any chosen date range. Purchasing officials can rest assured that their processes align with surplus disposition policies, and data can easily be exported to Excel for further analysis and recordkeeping.

We record all bids, provide real-time reporting, and offer summary reports within your account. You will have 24/7 access to detailed bid histories and audit trails, without expiration or archiving. Our interactive reports meticulously track assets from listing to sale, ensuring accuracy and efficiency. Plus, you can customize reports to fit your unique needs. Moreover, the most recent 12 months' auction results are publicly accessible on our site, again promoting transparency.

Embracing digital record-keeping and fund collection, we reduce the need for physical filing cabinets and paper records. All transaction documents completed on GovDeals are stored perpetually, including signed Bills of Sale. Auction proceeds are swiftly transferred via ACH, minimizing environmental impact and getting you paid quickly. Rest assured, whether under contract with GovDeals or not, Participants retain perpetual access to their GovDeals reports – no limitations, no expiration.

Following are examples of the powerful reporting tools offered by GovDeals. These tools provide real-time insights, transparency, and efficient management for surplus asset sales.

Sold Assets Report

The Sold Assets Report provides detailed data on 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 Participant's other recordkeeping systems, merged with additional inventory data, or filtered by department, category, etc.

More than 70 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.

Internal filters: department, name/address of asset's physical location, seller's POC for the asset, etc.

Auction data: starting bid, reserve amount, bid increment, number of hits to the auction page, number of bids placed, etc.

Buyer info: name, company, city, state, and extended info (buyer's user ID, name for vehicle title, full address)

Monetary data: sold amount, fee, net results, buyer's premium amount, tax amount and percentage if applicable, additional fee info (such as shipping/storage fee paid to seller by buyer), remittance payment number; and total sold amount, total fee, total net results, total taxes, etc.

Timeline: auction start/end dates and times, buyer payment date, asset pick up date, remittance payment date

Sold Asset Report

Build Sold Asset Report

Customize and save your report selections for your specific requirements. Click "Remember My Selections" below. Access your saved selections anytime and choose individual items or select all to display the desired data.

☐ Select All Items

[Expand All](#) | [Collapse All](#)

Asset (5)

| | | | |
|--|--|---|---|
| <input type="checkbox"/> Asset Creator | <input checked="" type="checkbox"/> Asset ID | <input type="checkbox"/> Asset POC | <input type="checkbox"/> Authorized Bid Restriction |
| <input type="checkbox"/> Bid Certificate ID | <input checked="" type="checkbox"/> Category | <input type="checkbox"/> Category Family | <input type="checkbox"/> Category Type |
| <input type="checkbox"/> Currency Type | <input type="checkbox"/> Department | <input type="checkbox"/> Department # | <input checked="" type="checkbox"/> Description |
| <input checked="" type="checkbox"/> Inventory ID | <input type="checkbox"/> Location Address | <input type="checkbox"/> Location Name | <input type="checkbox"/> Long Description |
| <input type="checkbox"/> Make/Brand | <input type="checkbox"/> Meter | <input type="checkbox"/> Model | <input type="checkbox"/> Secondary Inventory ID |
| <input checked="" type="checkbox"/> Status | <input type="checkbox"/> Tier | <input type="checkbox"/> Target Valuation | <input type="checkbox"/> Title Restriction |
| <input type="checkbox"/> VIN/Serial # | <input type="checkbox"/> Weight | <input type="checkbox"/> Weight Type | <input type="checkbox"/> Year |

[Deselect All](#) [Select All](#)

Buyer (1)

| | | | |
|---|---|-------------------------------|---------------------------------------|
| <input type="checkbox"/> Agency/Company | <input type="checkbox"/> Buyer Invoice ID | <input type="checkbox"/> City | <input type="checkbox"/> Country |
| <input type="checkbox"/> Extended Info | <input checked="" type="checkbox"/> Full Name | <input type="checkbox"/> ID # | <input type="checkbox"/> Payment Type |
| <input type="checkbox"/> State/Province | <input type="checkbox"/> Title To | | |

[Deselect All](#) [Select All](#)

Monetary (2)

| | | | |
|--|---|--|--|
| <input type="checkbox"/> Additional Fees | <input type="checkbox"/> Admin Fee | <input type="checkbox"/> Bill of Sale Other Amount | <input type="checkbox"/> Bill of Sale Other Amount Description |
| <input type="checkbox"/> Buyer's Premium | <input checked="" type="checkbox"/> Credit Date | <input type="checkbox"/> Credit Reason | <input type="checkbox"/> Net Results |
| <input type="checkbox"/> Paid Date | <input type="checkbox"/> Picked Up Date | <input type="checkbox"/> Seller Commission | <input type="checkbox"/> Seller Payment Amount |
| <input type="checkbox"/> Seller Payment Date | <input type="checkbox"/> Seller Payment # | <input checked="" type="checkbox"/> Sold Amount | <input type="checkbox"/> Tax |
| <input type="checkbox"/> Tax % | <input type="checkbox"/> VDP | | |

[Deselect All](#) [Select All](#)

Sale Parameters (3)

| | | | |
|--|--|---|--|
| <input type="checkbox"/> Approve Sale | <input type="checkbox"/> Auto Extension | <input type="checkbox"/> Bid Increment | <input checked="" type="checkbox"/> End Date |
| <input type="checkbox"/> Payment Reminder Date | <input type="checkbox"/> Removal Reminder Date | <input type="checkbox"/> Reserve | <input type="checkbox"/> Sale Type |
| <input type="checkbox"/> Start Date | <input checked="" type="checkbox"/> Starting Bid | <input checked="" type="checkbox"/> # of Bids | <input type="checkbox"/> # of Hits |
| <input type="checkbox"/> # of Visitors | | | |

[Deselect All](#) [Select All](#)

Charlotte, NC

Export to Excel

Date range: 16 Oct 2023 - 16 Nov 2023

| ID | Inventory ID | Description | Category | Buyer Name | Starting Bid | Sold Amount | Bids | Auction Ended | Status | C |
|------|--------------|-------------------------------|---------------------------|-----------------|--------------|-------------|------|-------------------------|--------|---|
| 3209 | lot 1882 | Assorted bus parts (lot 1882) | Buses, Transit and School | felix padilla | \$25.00 | \$25.00 | 1 | 01 Nov 2023 01:00 PM CT | NPU | |
| 3210 | lot 1883 | Assorted bus parts (lot 1883) | Buses, Transit and School | Jonathan Milner | \$75.00 | \$185.00 | 13 | 01 Nov 2023 01:30 PM CT | PU | |
| 3211 | lot 1884 | Assorted bus parts (lot 1884) | Buses, Transit and School | Chad Leamon | \$300.00 | \$1,900.00 | 28 | 01 Nov 2023 02:09 PM CT | PU | |
| 3212 | lot 1885 | Assorted bus parts (lot 1885) | Buses, Transit and School | Chad Leamon | \$300.00 | \$625.00 | 6 | 01 Nov 2023 02:30 PM CT | PU | |
| 3213 | lot 1886 | Assorted bus parts (lot 1886) | Buses, Transit and School | David Koback | \$200.00 | \$295.00 | 3 | 01 Nov 2023 03:00 PM CT | PU | |

Current Bid Report

The Current Bid Report allows the Participant 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.

| <div> Select any of the items to display the data or check all items. <div> <input checked="" type="checkbox"/> Asset ID <input checked="" type="checkbox"/> Inventory ID <input checked="" type="checkbox"/> Description <input type="checkbox"/> Location <input checked="" type="checkbox"/> Asset PGC <input checked="" type="checkbox"/> Reserve <input checked="" type="checkbox"/> Opening Bid <input checked="" type="checkbox"/> Current Bid <input checked="" type="checkbox"/> # of Bids <input type="checkbox"/> Bid Increment <input checked="" type="checkbox"/> End Date <input checked="" type="checkbox"/> # of Visitors <input checked="" type="checkbox"/> # of Hits <input checked="" type="checkbox"/> # of Watchers <input type="checkbox"/> Tier <input type="checkbox"/> Auto Extension <input checked="" type="checkbox"/> Include Assets with no Bids <input type="checkbox"/> Export to Excel <button>Continue</button> </div> </div> | | | | | | | | | | | |
|--|--------------------------|---|----------------|-------------|-------------|-------------|--------|-------------------------|------------|--------|------------|
| 57 auctions returned. | | | | | | | | | | | |
| ID # | Inventory ID | Description | Auction Type | Reserve | Opening Bid | Current Bid | # Bids | Auction End | # Visitors | # Hits | # Watchers |
| 26644 | 230003162 (REC) | Lot of Imacs | Online Auction | \$0.00 | \$100.00 | \$0.00 | 0 | 18 Jul 2023 03:00 PM ET | 1 | 1 | 35 |
| 27376 | 2310743008 (Auction Lot) | 2017 Ford Taurus Police AWD 4-DR, 3.7L V6 | Online Auction | \$11,000.00 | \$1,000.00 | \$6,900.00 | 7 | 14 Jul 2023 09:30 AM ET | 632 | 845 | 56 |
| 27434 | 2310744010 (Auction Lot) | 2018 Ford Taurus 4-DR, 3.5L V6 | Online Auction | \$11,500.00 | \$1,000.00 | \$8,500.00 | 3 | 14 Jul 2023 12:00 PM ET | 425 | 514 | 78 |

Bill of Sale

A Bill of Sale will be automatically populated with the Participant's information (including Agency logo/seal if desired); the winning bidder's name; and all the information regarding the asset sold. The Bill of Sale can be emailed to the winning bidder or printed and given to the bidder when they arrive to pick up the item won at the auction.

The Bill of Sale contains a customizable 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.”**

Participants are encouraged to obtain a Bill of Sale for every item picked up 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 record.

| | | | |
|--|---|--|---|
| State of South Carolina 1441 Boston Ave West Columbia, SC 29170-2137 | |  | |
| Bill of Sale Date: 05 Jul 2023 Asset ID: 27960 | Bill of Sale ID: 712202327960 Inventory ID: 2313549005 (School Fence) Award Amount: \$6,166.00 USD | | |
| Asset Information | | | |
|  | Description: 2012 Chevrolet Tahoe Police RWD 4-DR, 5.3L V8 Year: 2012 Body: SPORT UTILITY 4-DR | Make/Brand: Chevrolet Trim: Police | VIN/Serial: 1GNLC2E04CR320146 Meter: 146155 Miles (Accurate?: Yes) Title Restriction: No Title Restriction |
| Sale Information | | | |
| Actual Sold Amount: \$6,166.00 USD Other Amount: \$0.00 USD Administrative Fee: \$462.45 USD Total Amount: \$6,628.45 USD | | Other Amount Description: | |
| Buyer Information | | | |
| Bruce Pruitt 20636 US HWY 441 South COMMERCE, GA 30529 USA bpruitt1@windstream.net 706-335-2335 | | Asset is sold as is, where is and without warranty. Once the asset is removed from the seller's premises there is no refund of monies previously paid. Buyer/Agent Signature: _____ Print Name: _____ Date: _____ | |

Paid For & Picked Up Reports

Paid For/Picked Up Reports (“PPU Report”) can be generated within each Participant’s account to display all items sold at auction, separated by status. This three-part PPU Report provides real-time status lists of auctions that have not been paid for; auctions paid for but not yet picked up; and auctions paid for that have been picked up.

The “Not Paid” and “Paid, Not Picked Up” reports include a single-click reminder feature that enables users to send a notification to the winning bidder reminding them that the payment or pick-up deadline has passed. Reminders can be automated or sent manually. These reports also contain an “Add Note” feature, which allows the users to leave notes on the status of the transaction (e.g., “buyer given an additional week to pay”).

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

Not Paid

Asset POC: All Location: All Buyer: All

Search Export to Excel

| ID | Inv ID | Buyer | Status | Last Reminder | Notes | Description | End Date Time | High Bid | + GST | Adm Fees | Total | GovDeals Fee | Fee Tax | Net Pay |
|------|--------|-------|----------|--|---------------------------|---|----------------------------|---------------|------------|----------|--------------|--------------|-----------|--------------|
| 2403 | CAH638 | | Not Paid | Reminder 09 Oct 2023 09:04 AM ET | View Note | 2019 John Deere Wheel Loader - Model 444K | 09 Oct 2023 05:13 PM ET | \$136,930.00* | \$6,875.00 | | \$143,805.00 | -\$6,616.25 | -\$470.81 | \$136,717.94 |
| 2446 | FL43 | | Not Paid | Reminder | Add Note | Lot of 7 (Seven) Motor Grader Penders | 12 Oct 2023 03:30 PM ET | \$57.00* | \$2.85 | | \$59.85 | -\$3.85 | -\$0.19 | \$55.81 |
| 2447 | FL44 | | Not Paid | Reminder | Add Note | Reversible Snow Plow: Teneco TCP-11-0-02 E4-HA2 | 12 Oct 2023 03:33 PM ET | \$900.00* | \$25.00 | | \$925.00 | -\$33.75 | -\$1.89 | \$889.16 |
| 2448 | FL45 | | Not Paid | Reminder | Add Note | Lot of Two (2) Backhoe Attachments: Asphalt Cutter & Hydraulic Hammer | 12 Oct 2023 03:40 PM ET | \$901.00* | \$45.05 | | \$946.05 | -\$60.82 | -\$3.04 | \$882.19 |
| 2449 | FL46 | | Not Paid | Reminder | Add Note | Hydraulic Quick Coupler: PowerBolt by Hyster PS-Q7-475K7 | 12 Oct 2023 03:51 PM ET | \$1,000.00* | \$50.00 | | \$1,050.00 | -\$67.50 | -\$3.37 | \$979.13 |

Paid, Not Picked Up

Asset POC: All Location: All Buyer: All

Search Export to Excel

| ID | Inv ID | Buyer | Paid | Status | Last Reminder | Notes | Description | End Date Time | High Bid | + GST | Adm Fees | Total | GovDeals Fee | Fee Tax | Net Pay |
|------|---------|-------|-------------|--------|--|---------------------------|----------------------------|----------------------------|-----------|---------|----------|----------|--------------|---------|----------|
| 2344 | BNF5077 | | 11 Sep 2023 | | Reminder 28 Sep 2023 05:30 PM ET | View Note | Reflex Sight: Nighter | 07 Sep 2023 07:02 PM ET | \$29.00* | \$1.25 | | \$30.25 | -\$1.89 | -\$0.08 | \$28.48 |
| 2404 | CH063A | | 09 Oct 2023 | | Reminder | Add Note | Laptop: Dell Latitude 7480 | 09 Oct 2023 03:30 PM ET | \$180.00* | \$9.00 | | \$189.00 | -\$12.13 | -\$0.61 | \$176.24 |
| 2406 | CH064A | | 09 Oct 2023 | | Reminder | Add Note | Laptop: Dell Latitude 7490 | 09 Oct 2023 03:43 PM ET | \$210.00* | \$10.50 | | \$220.50 | -\$14.17 | -\$0.71 | \$205.62 |

Paid, Picked Up

Search by Payment# Or
Auction ended between: Start Date: 9/1/2023 End Date: 9/30/2023

Asset POC: All Location: All Buyer: All

Search Export to Excel

| ID | Inv ID | Buyer | Picked Up | Notes | Description | End Date Time | High Bid | + GST | Adm Fees | Total | GovDeals Fee | Fee Tax | Net Pay | Payment # | Order Payment Date |
|--|--------|-------|-------------|--------------------------|--------------------------|----------------------------|----------|--------|----------|---------|--------------|---------|---------|---------------|--------------------|
| Electronic Payments Received from GovDeals | | | | | | | | | | | | | | | |
| 2349 | BNF171 | | 10 Sep 2023 | Add Note | Gun Bag: Unknown Brand | 07 Sep 2023 03:44 PM ET | \$10.00* | \$0.50 | | \$10.50 | -\$0.67 | -\$0.33 | \$9.50 | EF70000006762 | 15 Sep 2023 |
| 2356 | BNF176 | | 10 Sep 2023 | Add Note | Gun Bag: Cabela's | 07 Sep 2023 03:30 PM ET | \$10.00* | \$0.50 | | \$10.50 | -\$0.67 | -\$0.33 | \$9.50 | EF70000006762 | 15 Sep 2023 |
| 2355 | BNF177 | | 14 Sep 2023 | Add Note | Gun Bag: Redhead | 07 Sep 2023 03:21 PM ET | \$12.00* | \$0.60 | | \$12.60 | -\$0.81 | -\$0.34 | \$11.75 | EF70000006646 | 22 Sep 2023 |
| 2357 | BNF175 | | 15 Sep 2023 | Add Note | Gun Bag: Plano Gun Guard | 07 Sep 2023 03:23 PM ET | \$10.00* | \$0.50 | | \$10.50 | -\$0.67 | -\$0.33 | \$9.50 | EF70000006646 | 22 Sep 2023 |
| 2358 | BNF180 | | 10 Sep 2023 | Add Note | Gun Bag: Boyt | 07 Sep 2023 03:24 PM ET | \$34.00* | \$1.70 | | \$35.70 | -\$3.29 | -\$0.11 | \$30.30 | EF70000006762 | 15 Sep 2023 |
| 2362 | BNF184 | | 15 Sep 2023 | Add Note | Gun Bag: Plano Gun Guard | 07 Sep 2023 03:30 PM ET | \$10.00* | \$0.50 | | \$10.50 | -\$0.67 | -\$0.33 | \$9.50 | EF70000006646 | 22 Sep 2023 |

Asset Status Report

The Status Report provides the ability to quickly display asset auction data according to status, such as those at ready for auction, live auctions, items sold, and auctions listed as on hold, as well as auctions that closed with no bids or those that did not meet reserve.

Asset Statuses

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

| | | | |
|--|---|--|---|
| Asset | | | |
| <input type="checkbox"/> Asset ID | <input type="checkbox"/> Asset POC | <input type="checkbox"/> Category | <input type="checkbox"/> Department |
| <input type="checkbox"/> Description | <input type="checkbox"/> Inventory ID | <input type="checkbox"/> Location Id | <input type="checkbox"/> Dept. # |
| <input type="checkbox"/> Tier | <input type="checkbox"/> Secondary Inventory ID | <input type="checkbox"/> Location Name | <input type="checkbox"/> # of Photos |
| <input type="checkbox"/> VIN/Serial # | <input type="checkbox"/> Make / Brand | <input type="checkbox"/> Location Address | <input type="checkbox"/> Miles/Hours |
| <input type="checkbox"/> Year | <input type="checkbox"/> Long Description | <input type="checkbox"/> Model | <input type="checkbox"/> Authorized Bid Restriction |
| <input type="checkbox"/> QAL # | <input type="checkbox"/> Asset POC Email | <input type="checkbox"/> Title Restriction | <input type="checkbox"/> Auction Preview URL |
| <input type="checkbox"/> Last Action Date | <input type="checkbox"/> Status | <input type="checkbox"/> Asset POC Phone # | <input type="checkbox"/> Weight Type |
| <input type="checkbox"/> Classification | <input type="checkbox"/> SKU | <input type="checkbox"/> Weight | <input type="checkbox"/> ASIN |
| <input type="checkbox"/> EAN | <input type="checkbox"/> # Watchers | <input type="checkbox"/> NSN | |
| | | <input type="checkbox"/> Approve Sales | |
| Auction | | | |
| <input type="checkbox"/> Starting Bid | <input type="checkbox"/> Reserve | <input type="checkbox"/> Bid Increment | <input type="checkbox"/> # of Visitors |
| <input type="checkbox"/> # of Bids | <input type="checkbox"/> Start Date | <input type="checkbox"/> End Date | <input type="checkbox"/> # of Hits |
| <input type="checkbox"/> # of Bidders | <input type="checkbox"/> Event # | <input type="checkbox"/> Event Name | <input type="checkbox"/> Event Date |
| | <input type="checkbox"/> Invoice Date | <input type="checkbox"/> Invoice | <input type="checkbox"/> Monetary Type |
| <input type="checkbox"/> Auto Extension | | | |
| <input type="checkbox"/> Auction Type | | | |
| Buyer | | | |
| <input type="checkbox"/> Full Name | <input type="checkbox"/> Agency/Company | <input type="checkbox"/> City | <input type="checkbox"/> State/Province |
| <input type="checkbox"/> Title To | <input type="checkbox"/> Extended Info | <input type="checkbox"/> Country | <input type="checkbox"/> ID # |
| Monetary | | | |
| <input type="checkbox"/> Additional Fees | <input type="checkbox"/> Sold Amount | <input type="checkbox"/> Tax | <input type="checkbox"/> GovDeals Fee |
| <input type="checkbox"/> Credit Reason | <input type="checkbox"/> Net Results | <input type="checkbox"/> Tax % | <input type="checkbox"/> Credit Date |
| <input type="checkbox"/> Admin Fee | <input type="checkbox"/> Buyer's Premium | <input type="checkbox"/> Bill of Sale Other \$ | <input type="checkbox"/> Reason for Inactive |
| <input type="checkbox"/> High Bid | <input type="checkbox"/> Opening Bid | <input type="checkbox"/> Bill of Sale Other \$ Description | <input type="checkbox"/> Paid Date |
| <input type="checkbox"/> Picked Up Date | <input type="checkbox"/> Reserve Amount | <input type="checkbox"/> Bid Increment | |
| <input type="checkbox"/> Seller Payment \$ | <input type="checkbox"/> Check Date | <input type="checkbox"/> Check # | |

Start Date
 or ☐ Check here to get all assets from the beginning.

☐ Export to Excel

Buyer's and Seller's Certificates

When an auction closes, an email notifying the bidder of the award will automatically be sent to the winning bidder for access to the relevant Buyer's Certificate(s); and a matching Seller's Certificate will be sent to the auction'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 your Agency's terms and conditions.

Contact information for the pick-up is provided to the buyer, as well as payment and removal instructions.

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 auction POC regarding the payment receipt. Upon receipt of Payment Confirmation, the seller may release the asset to the buyer.

From: Accounting@Govdeals.com
Sent: Wednesday, July 10, 2024 3:44 PM
To: ***@gmail.com
Subject: GovDeals.com Payment Received

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

The following assets are ready for pickup:

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

| GovDeals Seller's Certificate: 2-0126151849-7248 | | | |
|--|------------------------------|---|------------|
| Congratulations, Trinity County Health and Human Services, CA has sold another item on the GovDeals Auction Services. | | | |
| BUYER (#716433) Name: DAVID [REDACTED] Company: na Title To: DAVID [REDACTED] Phone: 530- [REDACTED] Email: [REDACTED]@trinitycounty.org Address: 104 [REDACTED] Way, Weaverville, CA 96093 | | SELLER (#7248) Agency: Trinity County Health and Human Services, CA Contact: Darlene [REDACTED] Phone: 530- [REDACTED] Fax: 530- [REDACTED] Email: [REDACTED]@trinitycounty.org Address: 50 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 | Quantity: 1 each | |
| Condition: See Description | Make/Brand: Ford | Model: Expedition | |
| VIN/Serial: 1FMRU16W31L844912 | 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. Warranty 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.

Partner Report

GovDeals' Partner Report tracks and reports sales under cooperative contracts. This report will be available in Region 4/OMNIA's administrative account for auditing and management purposes.

Detailed on the Partner Report are each Participants' 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).

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 | Barling, 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 | Centerlon, 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 | McCrory, 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 nonpayment by bidders.
 - **Bidder Invoicing:** At close of auction, winning bidders will automatically be sent a Buyer's Certificate (example shown on [Page 28](#)). 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 when applicable.
 - **Bidder Payment:** After a successful transaction, buyers will receive an email receipt confirming their online payment has been received by GovDeals. (Example shown on [Page 28](#).) Notification of payment receipt will also be sent to the Participant, and the Participant 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 shown on [Page 26](#)), 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.

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

GovDeals is committed to a high level of customer service to our client sellers and to our bidders.

- **Bidders/Buyers:** GovDeals provides multilingual bidder support from a dedicated, U.S.-based Customer Service center staffed by 15 experienced GovDeals employees. GovDeals' bidder-facing Customer Service team has a 97% first-call resolution rate. Inquiries from bidders are addressed immediately whenever possible, and in no more than one business day. Bidder support is available by live chat, email, and toll-free phone Monday-Friday from 8am-7pm EST, as well as Frequently Asked Questions (FAQ) available on GovDeals.com.
- **Clients/Participants:** If a Participant encounters technical issues or needs help resolving a problem, the Participant's Account Manager may be contacted 24 hours a day and will work with all members of the Agency's staff to timely resolve any problem encountered. GovDeals' Account Managers are armed with the knowledge and the authority to make most decisions and resolve most problems, preventing a delay in service for management to be consulted.

Additionally, Participants have access to our Client Services Help Desk, staffed by fully trained Client Service Representatives who are available for technical questions, support, and training. The Client Services Help Desk is available Monday-Friday from 8am-8pm EST by live chat, toll-free phone, and email.

- **Escalation and Problem Resolution:** When the need arises, Account Managers will escalate issues to the appropriate management team, such as GovDeals' IT

Department, Client Relationships Management, Director of Finance, or to a Vice President. GovDeals' management team is available to Participants at any time by phone and email, and we will provide meetings for problem solving and strategy development when needed.

GovDeals' management is sensitive to the needs of our clients and takes complaints from clients very seriously. As such, when management is made aware of a problem causing distress to a client, the matter is given top priority to resolve the issue and prevent reoccurrence of the problem. The GovDeals management team will evaluate the complaint and address the issue with urgency, involving a steering committee if appropriate. Personnel matters are addressed by the staff member's direct manager and the company's senior management.

Complaints or problems with the GovDeals platform that warrant code updates to the system will be addressed by the Account Management Team, IT Department, and senior management. A design document will be drafted for all involved to review, detailing the problem/request as presented and system impacts with guidance for the development and quality assurance teams to utilize. The GovDeals management team will address the issue with the steering committee and arrange for code development, testing, and deployment to production in a timely manner.

viii. 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 28](#)). 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 when applicable.
- **Seller Invoicing:** The Invoicing Report, also referred to as the reconciliation statement, details all assets sold each month. Although the majority of our sellers are not required remit payment to GovDeals, this statement is sent to the seller to summarize the month's financial transactions. The report 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 due, if any.

ix. 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.

GovDeals' implementation/customer transition plan and training details are provided on [pages 5 and 81](#).

x. Describe the financial condition of Offeror.**Financial Reliability**

Over the past 23 years, GovDeals has transacted over \$4.6 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 \$3.2 billion transacted through GovDeals' payment collection and remittance program.

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.

GovDeals' clients are able to easily manage their auctions from beginning to end within the secure GovDeals system, significantly reducing the work and risks involved in handling and managing these buyer payments on their own. And because GovDeals can "withhold" our fee (Buyer's Premium) before remitting proceeds to our Clients, Participants will have no bill to pay for auction services.

As a testament to the success of our financial settlement services, GovDeals collects, protects, and remits payments for 96% of our 19,000+ government clients.

Eliminating Sellers' Liability

A major benefit of electing GovDeals to collect and remit proceeds is that GovDeals accepts all liability for fraud and chargebacks that may occur.

All payment disputes after pickup of an asset are handled by GovDeals, eliminating liability on part of the Participant. And unlike some auction companies, GovDeals does not withhold payment of a Seller's auction proceeds during the 30-day chargeback liability window.

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 for assets won at auction.

Insurance Coverage and Bonding Capability

GovDeals is covered by a \$10M 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 Participant named as Additional Insured upon request.

GovDeals also obtains surety/performance bonds on behalf of Clients when this is required.

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 110 direct full-time employees, including a 18-person accounting and finance department. In addition to this direct staffing, additional support and substantial resources come from our parent company, Liquidity Services, Inc. (LSI).

Liquidity Services is a debt-free and financially strong corporation that operates several other reverse supply chain online marketplaces in addition to GovDeals.

Liquidity Services is a publicly held corporation with stock traded on the NASDAQ stock exchange under the call letters LQDT. As a publicly traded company, Liquidity Services 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).

xi. 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.

GovDeals' success relies on robust advertising and marketing efforts. We allocate substantial resources to promote Participants' assets, recognizing that heightened competition directly influences the revenue that government entities earn from their surplus sales. Participants will benefit from our comprehensive marketing services without any extra charges.

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 Participant's previous bidders
- Custom marketing

Our dedicated Marketing Department handles approximately 3,000 monthly advertisements, social media posts, and email promotions to bolster our government sellers' auctions. We create compelling ads posted on websites with targeted audiences, press releases, case studies, and other promotional materials, ensuring a steady flow of targeted website traffic to showcase all Participants' surplus assets.

Regular communication between Account Managers and our Marketing Department ensures that the Participant remains involved in decision-making. Whether approving ads or shaping marketing strategies, we collaborate closely to achieve optimal results for your auctions.

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

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

Vertical Audience Targeting

Valuable vehicles, heavy equipment, and unique, and high-value assets that OMNIA 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:

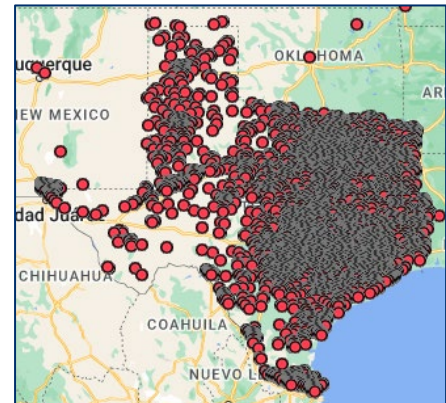
- Heavy trucks and highway equipment are advertised in Commercial Truck Trader, Equipment Trader, and MyLittleSalesman.com, as well as other trade publications.
- Cars, trucks, and vans are advertised at CarDaddy.com.
- Medical and laboratory items are promoted at DotMed.com, LabX.com and GoToAuction.com.
- Transit and school buses are advertised at BusesOnline.com
- Garbage trucks are advertised at TrashTrucksOnline.com, and fire trucks, ambulances, and other rescue equipment are advertised on 1stResponder.com.
- Real estate land and property and Buildings are advertised on Lands.com, LandsofAmerica.com, Landwatch.com, and Landandfarm.com

Email Marketing

GovDeals has over one million registered and verified North American bidders. We have over 51,400 active bidders in Texas, and over 47,000 within 250 miles of Houston (see maps at right).

With our parent company's sister marketplaces and shared bidder base included, your auctions will have access to a bidder audience of 5 million potential buyers.

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



Above: Over 51,400 Active Bidders in Texas

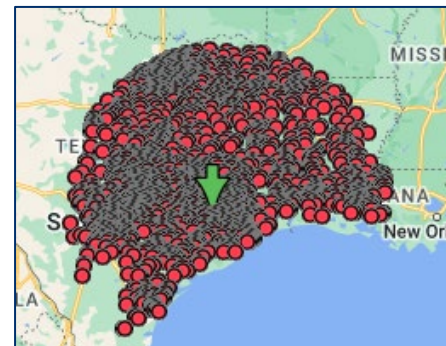
Below: Over 47,000 within 250 Miles of Houston

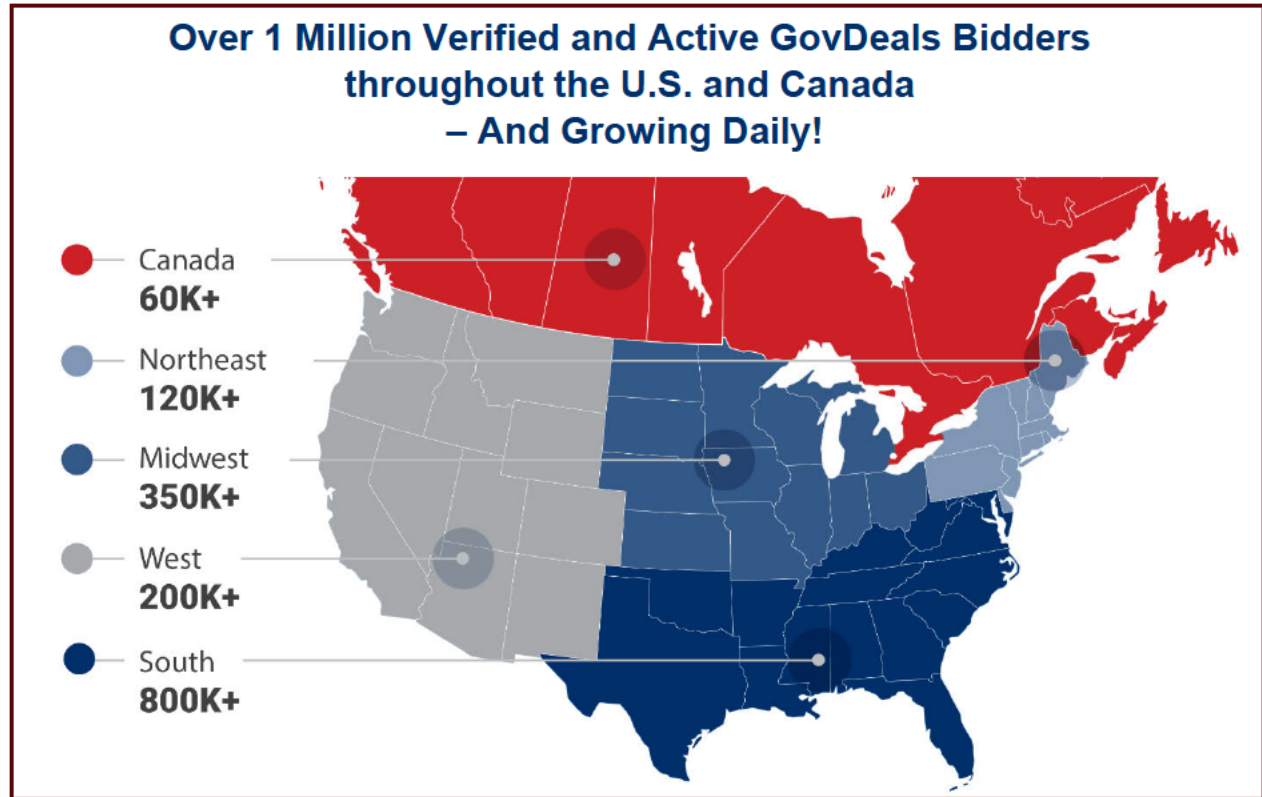
Local Marketing

As shown on the included maps, GovDeals already has a large and active bidder base in the Houston area and throughout the U.S. and Canada. To further make area residents aware of each Participant's auctions, GovDeals' Marketing Department will prepare press releases and place local-focused ads utilizing social media, publications, and other resources.

Strategic marketing efforts, such as outdoor signage and public access TV ads, may also be utilized.

GovDeals can also provide outdoor banners for high-traffic areas, as well as flyers for bulletin boards and to pass out to local businesses and residents.





Notifying a Participant's Previous Bidders

When a Participant onboards with GovDeals, our Marketing Department will explore options to notify your previous auction and/or sealed bid participants that you are now selling surplus on GovDeals.com.

This can be accomplished by postcard or email blast, depending on the Participant's goals and the contact methods available to reach past participants.

Real Estate Marketing

Real estate assets being sold by Participants will be advertised or listed on popular industry websites that will expose your properties to targeted buyers.

- For example: AdLandPro.com, ClassifiedAds.com, Landwatch.com, Landsofamerica.com, Landandfarm.com, Classifieds.com, Domesticsale.com, and Mylittlesalesman.com.
- MLS listings will be utilized for higher-value properties.
- We will also provide yard signs to point prospective bidders to the GovDeals website for bidding.

Custom Marketing Plans

When your 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 the

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

News Coverage

GovDeals periodically receives local, regional, and national broadcast, online, and print media coverage. This not only results in promotion for specific assets but also drives bidder sign-up. For example, a news report by MSN Money resulted in a 250% increase in daily registrations.

- Indicate the average number of “hits” per day the proposed website receives.

Marketplace performance from January 1 to December 31, 2023 saw the GovDeals auction website generate more than \$500 million in total sales and more than 5 million bids with **an average of 17 bids per auction and 100,000 website visitors per day!**

While past performance is not indicative of future results,
here are just a few of the numbers we saw in 2023:

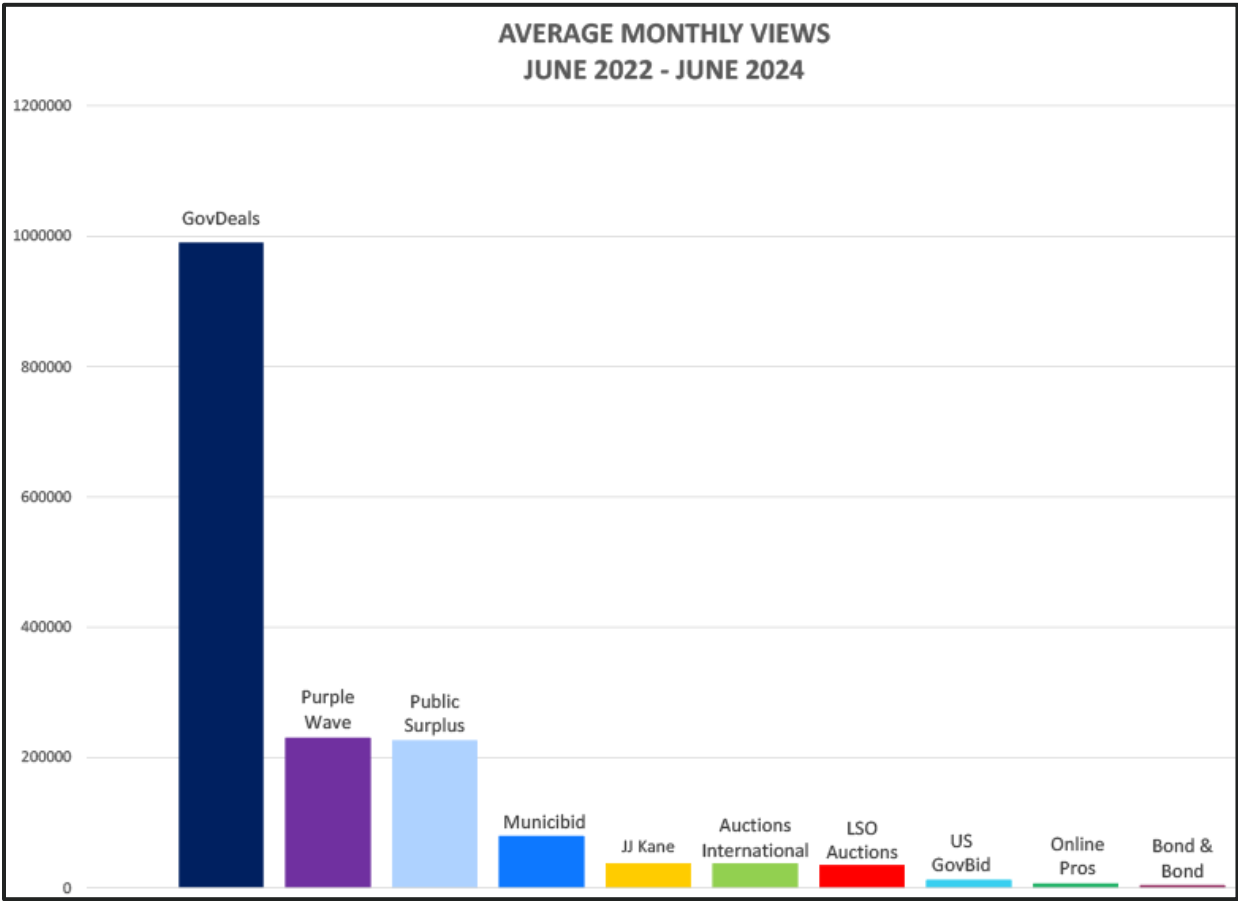


Independent Web Traffic Analysis

According to independent, third-party measurement tools, GovDeals.com consistently has the highest web traffic of any national or regional government online auction provider.

We encourage the evaluation committee to review the below data from Similar Web, an independent analysis company, showing web traffic for the past two years for GovDeals.com and other auction companies.

Independent Website Traffic Analysis
of Online Government Auction Services



The independent data above, provided by industry-leading website traffic analyst SimilarWeb, indicates website monthly visitors for each of 24 months, from June 2022 to June 2024, for the auction providers listed. Data shown may not exactly match individual internal traffic measurement tools; however, all websites listed undergo the same evaluation techniques, resulting in fair comparison methods.

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

Agreed. GovDeals will provide a link and logo that each Participant may place on their websites to direct their website visitors to their GovDeals auctions.

We will also generate a targeted URL for each Participant, such as www.govdeals.com/Region4ESC, to display all of the Participant's current auctions.

We recommend using this direct link on your website and social media pages to drive bidder participation for your surplus sales.

xii. 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.

Buyer Instructional Documentation

The GovDeals auction website includes multiple buyer instructional information. These include:

- Buyer Landing Page <https://www.govdeals.com/why-buy>
- Frequently Asked Questions <https://www.govdeals.com/faq>
- Customer Service <https://www.govdeals.com/contact-us>
- Bidder Account Dashboard <https://www.govdeals.com/account/myaccount>

Seller Instructional Documentation

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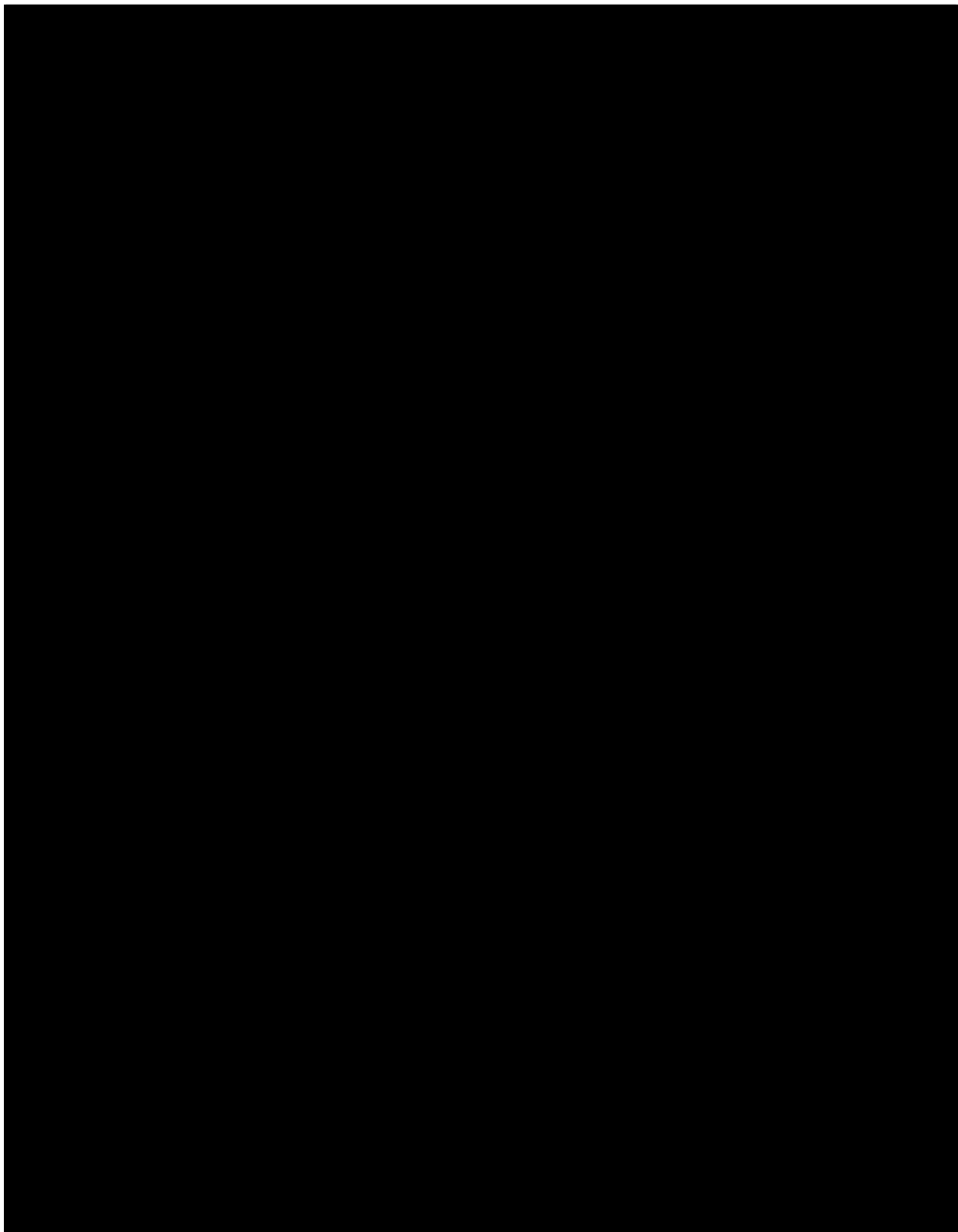
GovDeals' Quick Reference Guide is included on the following pages for review by the Evaluation Committee. **GovDeals requests that this Quick Reference Guide be considered confidential and not disclosed publicly.**

Additionally, a more robust, 55-page guide will also be provided to clients during onboarding.

CONFIDENTIAL INFORMATION

The GovDeals Quick Reference Guide ([pages 47-50 of GovDeals' proposal](#)) contains trade secrets or otherwise confidential information owned by Liquidity Services and is therefore exempt from disclosure under the Public Information Act. Access to and use of this information is strictly limited and controlled by Liquidity Services. The confidential information contained herein includes detailed instructions regarding client operation of Liquidity Services' proprietary auction platform. This document may not be copied, distributed, or otherwise disclosed outside of evaluation of the solicitation and development of a resulting contract, and may not be used in any way not expressly authorized by Liquidity Services. Liquidity Services formally requests that this confidential information is wholly redacted in the event that Liquidity Services' proposal/contract is to be made publicly available to one or more individuals or entities outside of solicitation evaluation and contract development.

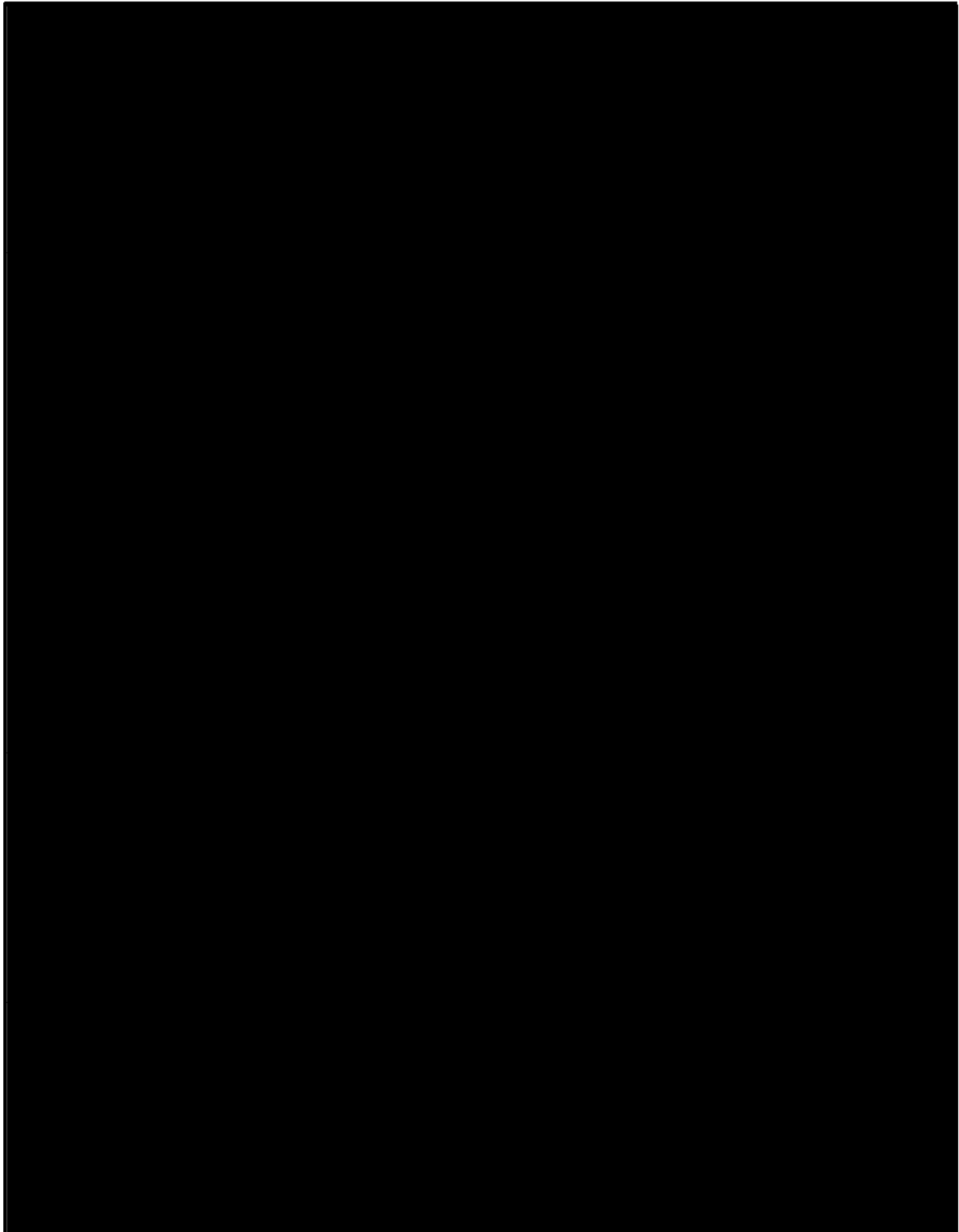
CONFIDENTIAL INFORMATION



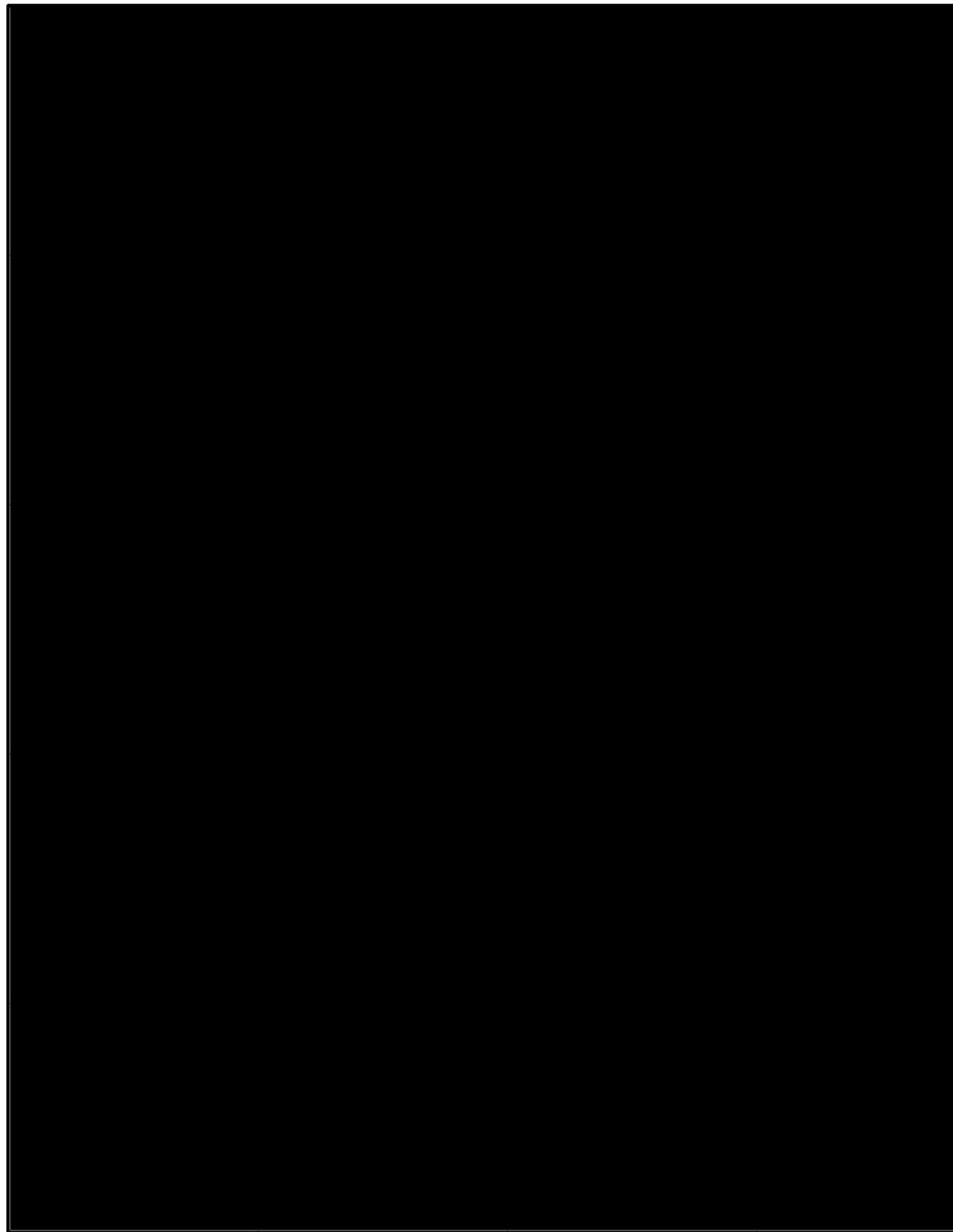
CONFIDENTIAL INFORMATION



CONFIDENTIAL INFORMATION



CONFIDENTIAL INFORMATION



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

Risk Mitigation: **Our Proven Screening Methods**

- **Restricted-Party Screening:** We screen all buyers, upon registration and continuously afterward, against over 300 global restricted-party lists.
 - **Re-registration Screening:** Our proprietary buyer registration process identifies buyers who have defaulted on previous auctions, preventing them from re-registering. These buyer verification, probation, and screening processes are the key to ensuring GovDeals maintains a default rate below 3%.
 - **Additional Screening:** We also screen buyers by IP address or against seller-specific lists by request, allowing you to maintain maximum control over who buys your surplus.
 - **Identity and End-Use Verification:** Upon request, we confirm buyers' basic identity and complete "know your customer" verifications and ensure that buyers of sensitive equipment provide the required documents.
 - **Auction Monitoring:** By consistently monitoring your online auctions, we prevent illicit buying behavior, such as collusion or shilling, from impacting your surplus sales.
 - **Terms and Conditions:** Auction listings are viewable by any site visitors, but visitors must be registered with GovDeals before placing a bid. Registered bidders are required to agree to the posted Terms and Conditions, which can be minimally customized by each Participant.
 - **Probation Period:** A 90-day probation period where a bidder is limited to 3 transactions (30 days), 6 transactions (60 days), and 9 transactions (90 days). Highly qualified bidders can bypass probation by submitting an appropriate bid deposit.
 - **Certified Payment Requirement:** A wire transfer must be made for any amount over \$4,999.99. This mandate ensures that the buyer's funds have been confirmed and verified by a financial institution for specific use.
- Describe the types of items commonly sold on the proposed website and any exclusion.







GovDeals sells nearly every type of surplus imaginable, from vehicles and heavy equipment to aircrafts, real estate, and office furniture. The only exclusions are offensive or explicit material, hazardous chemicals, and livestock.

For a full list of our 250+ categories, please visit our website at www.govdeals.com. An example screenshot of the website's home page is included on **Page 21**.

- Please provide Payment Terms.

Below is an example of our standard Payment Terms as shown on an auction listing.
Payment terms can be customized on a per-client or per-asset basis.

\$ Payment

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. Buyers on [level one probation](#) have a PayPal and Credit Card limit of \$1,000. 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 unless otherwise specified below.

Payment is due 5 business days from auction closing

- 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 \$4,999.99 must be made by wire transfer.

Part C **Qualification and Experience**

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

When the first online auctions were conducted on GovDeals in 2001, the platform's early adopters were pleased that the platform not only satisfied all their agencies' internal compliance needs but also garnered 20% or more returns compared to traditional live auction sales. GovDeals' innovative marketing techniques were the catalyst for that success and continue to this day.

- **Promotion Power:** The platform pioneered targeted marketing techniques, reaching bidders specifically interested in government surplus assets.
- **Maximizing Revenue:** Competitive bidding directly impacts the revenue governments earn from surplus assets.
- **Expanding Reach:** With over 5 million vetted buyers, GovDeals continues to expand its buyer audience through strategic advertisements and press releases.

In 2008, Liquidity Services, Inc. (NASDAQ: LQDT) acquired GovDeals. Following the acquisition, GovDeals became a flagship marketplace of Liquidity Services. Now backed by the resources of a publicly traded company, GovDeals' commitment to superior service and efficient online auctions only continues to grow stronger.

GovDeals has over 100 direct full-time employees, with more than half working remotely from the field to best serve sellers in their local areas throughout the U.S. and Canada. In addition to this direct staffing, additional support and substantial resources are available to support our clients' goals, including revenue reconciliation, API development and testing, contract management, multilingual Customer Service, and vertical market specialists, among other teams.

GovDeals was established in 1999. Our corporate office is located at 6931 Arlington Rd., Suite 460, Bethesda, MD 20814.

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

GovDeals is the largest marketplace that caters auction services to government, educational, and related entities. Today, over 19,000 federal, state, and local government agencies have transitioned some or all of their surplus auctions to GovDeals.

Our company has facilitated the sale of over 3.2 million government-owned assets/lots for total online auction sales surpassing \$4.6 billion. In Texas alone, over 900 government entities have successfully sold over 120,000 surplus assets/lots for total auction sales exceeding \$210 million!

Our platform offers the most sustainable solution for selling surplus items directly to the public. GovDeals plays a crucial role in helping government and educational entities

across the nation efficiently manage and sell their surplus assets, while offering the public an opportunity to purchase these items at competitive costs. This not only aids in asset management for government entities but also promotes sustainability by extending the lifecycle of the out-of-service items. A large portion of GovDeals' buyers are small business owners, enabling government surplus to power economic growth.

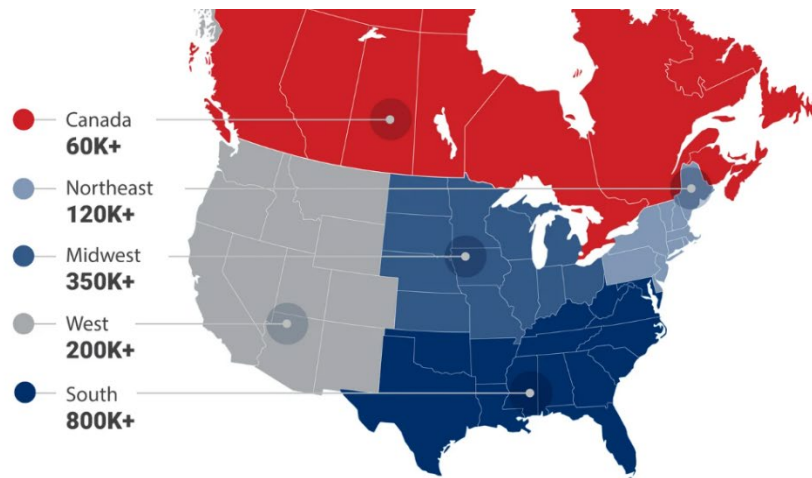
The GovDeals auction platform is designed to be user-friendly, with 250+ categories of items ranging from heavy machinery and industrial equipment to office supplies and vehicles, making it easy for buyers to find what they're looking for. Our large buyer base of internationally vetted bidders enables an auction success rate exceeding 94%, with the majority of items garnering higher sales prices than typically achieved through other providers.

The GovDeals platform regularly generates these higher net returns by delivering true market values for surplus assets, with our robust marketing execution serving to increase interest and competition for our clients' auctions, ultimately driving our clients' returns higher. The GovDeals auction platform hosts more than 100,000 visitors per day, and we average 17 bids per auction.

As shown in the graphic on this page, GovDeals has over one million registered and verified North American bidders. We have over 51,400 active bidders in Texas, and over 47,000 within 250 miles of Houston (maps provided on [Page 41](#)). Bidder totals for other specific states or regions will be provided upon request.

With our parent company's sister marketplaces and shared bidder base included, Participants' auctions will have access to a bidder audience of 5 million potential buyers.

Buyer breakdown



- iii. **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.**

GovDeals was founded to provide online auction services to government agencies, and we have been solely focused on building, providing, and continuously improving these services 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.

Our diverse team of auction professionals is committed to your success. You’ll have direct access to dedicated experts who understand your unique goals. Best of all, this on-demand support comes at no additional cost to you. GovDeals’ online auction service is designed to operate on an as-needed basis; you may use GovDeals’ services whenever surplus assets are ready to be sold. GovDeals’ model is fully variable, and we only receive a commission once a sale is fully completed.

Auction Statistics, Past 2 Years

July 2022-June 2024

| | |
|--------------------------------------|--------------------------------|
| Number of Auctions Posted | 795,325 |
| Number of Successful Auctions (Sold) | 676,026 |
| Number of Bidder Defaults | 27,073 (3.74% default rate) |

iv. Describe the experience and qualification of key employees.

Key Personnel

GovDeals is committed to sharing our strategy knowledge with all Participants through very interactive and hands-on service. GovDeals will be a true partner with OMNIA and its Participants to enable effective management of each Participant’s surplus assets.

Key personnel directly serving each Participant will be an Account Manager and a regional Business Development Manager focused on your specific goals. The Account Managers, based throughout the U.S. and Canada to cover all regions of our service area, will provide on-site and remote consultations, 24/7 on-call support by phone and email, hands-on training, and dedicated service to Participants.

In addition to the project team dedicated to each Participant, we back up this hands-on, local relationship with robust and experienced staffing in all of GovDeals’ functional departments. OMNIA and its Participants 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 OMNIA and its Participants by phone, email, live chat, webinars, and in-person meetings.

Provided on the following pages are details regarding the cooperative procurement management team that will work most closely with OMNIA Partners for contract management, as well as an overview of the team structure and key personnel that will be dedicated to delivering auction services to Participants throughout the U.S. and Canada.

Contract Management:

Key Personnel for OMNIA's Cooperative Contract



Account Management:

Organization Chart for Participants' Seller Accounts

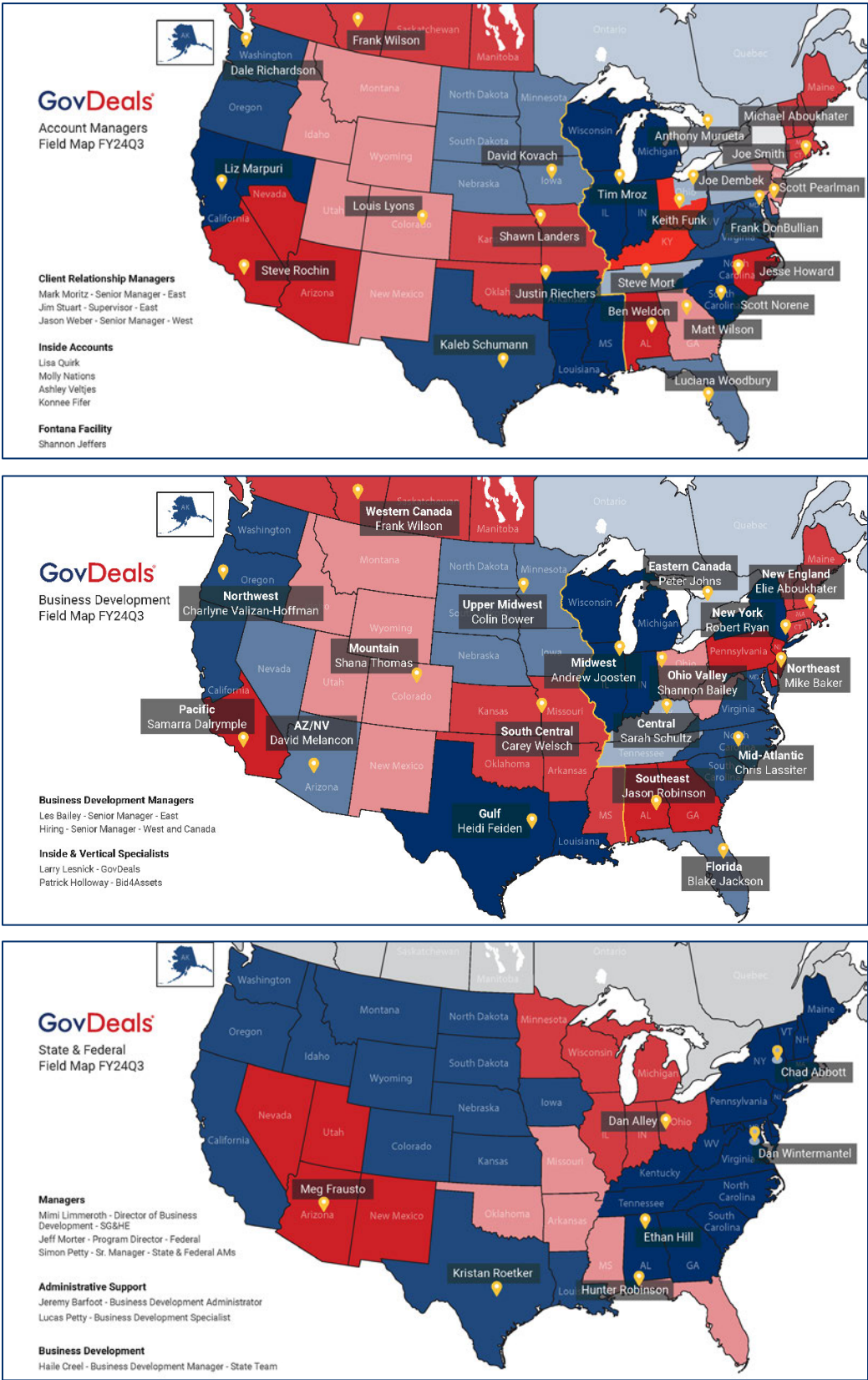


Functional Support Teams



GovDeals' Field-Based Teams for Client Support

Strong Commitment to Service Delivery Coast-to-Coast



Skilled Teams Directly Serving U.S./Canada Government Agencies

Following are overviews of the professional teams that will work directly with OMNIA and its participants to ensure contract compliance and effective auction sales.

Account Management Team

Account Managers – Team of 35+

Professional support of clients' day-to-day auction needs

GovDeals has dozens of Account Managers and Senior Account Managers based throughout the U.S. and Canada to directly serve OMNIA and its Participants. Each Participant's local Account Manager will train unlimited staff members and will be the sellers' primary contacts for day-to-day auction operation needs. They will provide support to OMNIA and its participants, as well as monitoring auctions for quality assurance. They will also work closely with GovDeals' marketing representatives to curate promotion strategies to ensure competitive bidding for Participants' surplus assets. Account Managers are typically based within driving distance of our clients and may be reached by cell phone or email 24 hours a day, 7 days a week. All of GovDeals' Account Managers are armed with in-depth knowledge of the GovDeals online auction system and how to maximize return of value for all asset types, particularly heavy equipment, vehicles, and miscellaneous furniture, technology, and specialty equipment and tools. Our Account Managers will be readily available to OMNIA's Participants for support by phone, email, and on-site/remote meetings for coordination of auction strategies.

| | |
|-----------------------|---|
| Simon Petty | Senior Manager, Client Relationships – West and Canada |
| Mark Moritz | Senior Manager, Client Relationships – East |
| Jim Stuart | Supervisor, Client Relationships – East |
| Andrew Joosten | Manager, Client Relationships – State Government |

GovDeals' Account Management Team includes a four-person team Client Relationships leadership that ensures the services provided by GovDeals meets and exceeds each Agency's expectations. Divided into Eastern, Western, and State Government teams, our Client Relationships managers provide oversight and leadership to our 35+ regionally based Account Managers and Senior Account Managers. This leadership team is comprised of longtime staff members who helped lay the foundation of the high-performance Client Services that GovDeals is now known for, and who advanced to their current roles through a handful of well-deserved promotions. Simon Petty and Mark Moritz, both hired in 2008 as territory Account Managers, have earned Senior Manager designations for the impact they have made on our clients' success. Jim Stuart, now serving as Supervisor, Client Relationships, began his GovDeals career in 2009 also as a territory Account Manager, and today helps lead GovDeals' Eastern team, working closely with Mark and their very active group of Account Managers east of the Mississippi. Andrew Joosten, having worked closely with GovDeals' Midwest clients for the past decade, was promoted in 2024 to the role of Manager, Client Relationships, on GovDeals' growing State Government team. Together, these four leaders have a combined 57 years of experience fostering the success of government agencies' online auction sales. This proven track record includes stellar service delivery to thousands of state, local, and higher education agencies, culminating in leadership roles that enable Mark, Simon, Andrew, and Jim to reinforce and build upon values of service and partnership in their Account Management teams that today support over 19,000 government entities. In partnership with their direct report teams, the

leadership ethos of this dedicated team will ensure the service provided to OMNIA and its Participants exceeds each Agency’s expectations and that any problems that arise are resolved in a timely and professional manner. Mark, Simon, Jim, and Andrew work with their teams daily to help the Account Managers handle current projects and challenges, as well as to develop methods to continually improve the service provided to clients.

Business Development Team

Regional/State Business Development Managers – Team of 20+
Responsible for account implementation and contract compliance

Committed to the overall success of OMNIA Participants’ liquidation goals, GovDeals’ nationwide team of regionally and state-focused Business Development Managers are able to examine each Participant’s processes and evaluate its needs to recommend strategies to ensure GovDeals meets the demands of its government sellers throughout the U.S. and Canada. This strong team of experienced Business Development Managers work together with their regions’ Account Managers to reach the goals of each client, while also promoting our service to other government entities, which continuously expands the local bidder database. OMNIA and its Participants may also see members of the GovDeals team at your local conferences and trade associations, where we host forums on Sustainability, promote surplus Best Practices, and curate our flexible service offerings to make surplus auction sales easier for government agencies of all sizes. GovDeals strongly supports the goals of hundreds of these organizations throughout the U.S. and Canada, including a variety of Municipal Leagues, Fleet Expos, Transportation Conferences, Law Enforcement Associations, Procurement Groups, Education Symposiums, and other trade shows focused on improving government operations. The Business Development team is committed to the success of all of their clients, continuously going the extra mile to ensure contract terms are met. Our Business Development Managers have in-depth knowledge of their state/region’s surplus market, and they are valuable resources for consultation, data-driven analysis, and specific local knowledge.

- | | |
|-----------------------|---|
| Les Bailey | Senior Manager, Business Development – East |
| Jason Weber | Senior Manager, Business Development – West and Canada |
| Mimi Limmeroth | Director of Business Development – State Government |
| Jeff Morter | Director – Federal Government |

GovDeals’ Business Development leadership team includes Senior Managers devoted to our Eastern and Western divisions, and two Director-level leaders overseeing State and Federal Government. These team leaders are dedicated to ensuring the service provided by GovDeals meets and exceeds expectations across the U.S. and Canada. Providing oversight and management of 20+ regionally based Business Development Managers, the torchbearers of these teams were hand-picked due to their successful experience driving territory growth and demonstrating sustained excellence in government and commercial surplus operations. Jason, Les, Mimi, and Jeff have decades of experience in government contract compliance, resolving headwinds, and developing custom services for clients. Together, they provide and oversee service delivery and compliance to thousands of state, federal, higher education, and local government agencies. In partnership with their direct report teams of Business Development Managers, this team’s professional experience and industry expertise will ensure the service provided to Participants exceeds expectations, as well as continually improving the services

available to clients and to grow new relationships with government agencies that seek to improve their surplus operations.

State and Federal Leadership Team

Mimi Limmeroth **Director of Business Development, State Government**
Jeff Morter **Director, Federal Government**
Andrew Joosten **Manager, Client Relationships, State Government**

Understanding the unique challenges that state-level and federal government clients face, GovDeals' has curated a 13-person team solely dedicated to these clients. Any clients of this level that choose to adopt the OMNIA contract will be supported by this incredibly skilled team that carries decades of surplus auction experience to ensure that their unique needs are met and exceeded throughout their use of this contract. The State and Federal Government team is managed by Mimi Limmeroth and Andrew Joosten (State Government) and Jeff Morter (Federal Government). This innovative team also includes 7 Account Managers with regional territories and 3 Business Development Managers/Administrators.

Contract Administration Leadership

Les Bailey **Senior Manager, Business Development**

Primary Point of Contact for OMNIA Partners/ESC Region 4 Contract

In addition to leading GovDeals' Business Development team in the Eastern U.S., Les Bailey will serve as the primary point of contact for the OMNIA Partners/ESC Region 4 Contract coast to coast. Les has helped a plethora of clients adopt GovDeals' original OMNIA contract (2019-2025), demonstrating in-depth experience instilling confidence and sharing resources with government agencies that are navigating the selection of one of GovDeals' cooperative contracts. Les will work closely OMNIA's team and with GovDeals' teams to promote use of the contract and ensure contractual compliance, and to verify the auction services provided to Participants exceed our mutual clients' expectations.

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

GovDeals recognizes the importance and value of cooperative contracts and partner relationships. In her role as Senior Manager, Business Development Operations, Christy Logan oversees these partnerships to ensure contract compliance through quarterly reports detailing participating agencies' contract activity, as well as timely payment of applicable administrative fees and/or revenue sharing. We offer system functionality that enables Region 4/OMNIA Partners to review the cooperative usage of its contract in real time, and each cooperative Participant's sales amount is included on this report. Christy has been with the company over 20 years and manages GovDeals' operations team responsible for ensuring seller account settings are compliant with each client's applicable contract/agreement.

Miller Parks **Manager, Alternate Solutions**

Primarily focused on the development and implementation of value-added and customized service solutions to satisfy clients' unique needs, as Manager of Alternate Solutions, Miller Parks works together with GovDeals' Account Management and Business Development teams to curate partnerships that enable the company to remove barriers to effective surplus liquidation through deployment of elevated and/or ad hoc service models. Such supplemental

services may include off-site storage of vehicles, small business partnerships, managing asset removal, etc., and ensuring that these curated solutions drive success for GovDeals' clients. After 6 years growing successful partnerships across the U.S., Miller's experience delivering real-world solutions to uniquely positioned GovDeals clients is grounded in a commitment to verifying that customized services are not simply a stop-gap solution but instead a bridge to enables government agencies to benefit from GovDeals' robust services when standard service models are unable to meet clients' specific needs. All customized solutions are offered on a case-by-case basis dependent upon specific requirements and markets. Miller will be a valuable resource to develop and execute a wide array of Value-Added Services for OMNIA's Participants. **See also:** [Value-Added Services – Part D](#).

Alicia Andrews **Supervisor, Proposal Team**

With 10 years of experience at GovDeals, Alicia Andrews manages execution of GovDeals' contractual agreements and participating addenda, as well as satisfying documentation compliance requirements for GovDeals' clients nationwide. In her role as Proposal Supervisor, Alicia and the Proposal Team are the company's resource for managing RFP's and developing compliant proposals and contracts for client utilization nationwide. The Proposal Team is involved in every GovDeals contractual agreement, often facilitating negotiations between contracting entities and GovDeals' Business Development, Account Management, and Operations teams as clients navigate cooperative contracting options. OMNIA and its Participants should contact Alicia and her team for any contract management and documentation needs.

Marketing and Client Support Teams

Angela Jones **Director of Digital Marketing**

Angela started with GovDeals in 2008 and worked in several positions before joining the Marketing Team in 2015. Angela is responsible for all advertising and promotion of assets being auctioned. Her 15-person staff places advertisements, writes press releases, and designs custom marketing plans for sellers' specialty assets (such as real estate). Angela is also the primary point of contact with our real estate and MLS partners.

Sam McCall **Senior Manager, Client Success Operations**

Samantha McCall manages GovDeals' 7-member Client Services Help Desk and Asset Entry team. The Client Services Help Desk provides on-call support by toll-free phone, live chat, and email. Participants can access the Help Desk at any time from within their GovDeals account. This service is helpful if a Seller needs technical support, auction guidance, etc., at a moment's notice. The Asset Entry team is available to help our clients create auction listings whenever a government agency is short-staffed or otherwise does not have the time to upload their own photos and descriptions. There are no additional charges for use of these services. To utilize the services of the Asset Entry team, we recommend you reach out to either your Account Manager or contact Sam directly. Sam has earned several promotions in her 8 years with GovDeals, including advancement to Senior Manager, Client Success Operations in 2023.

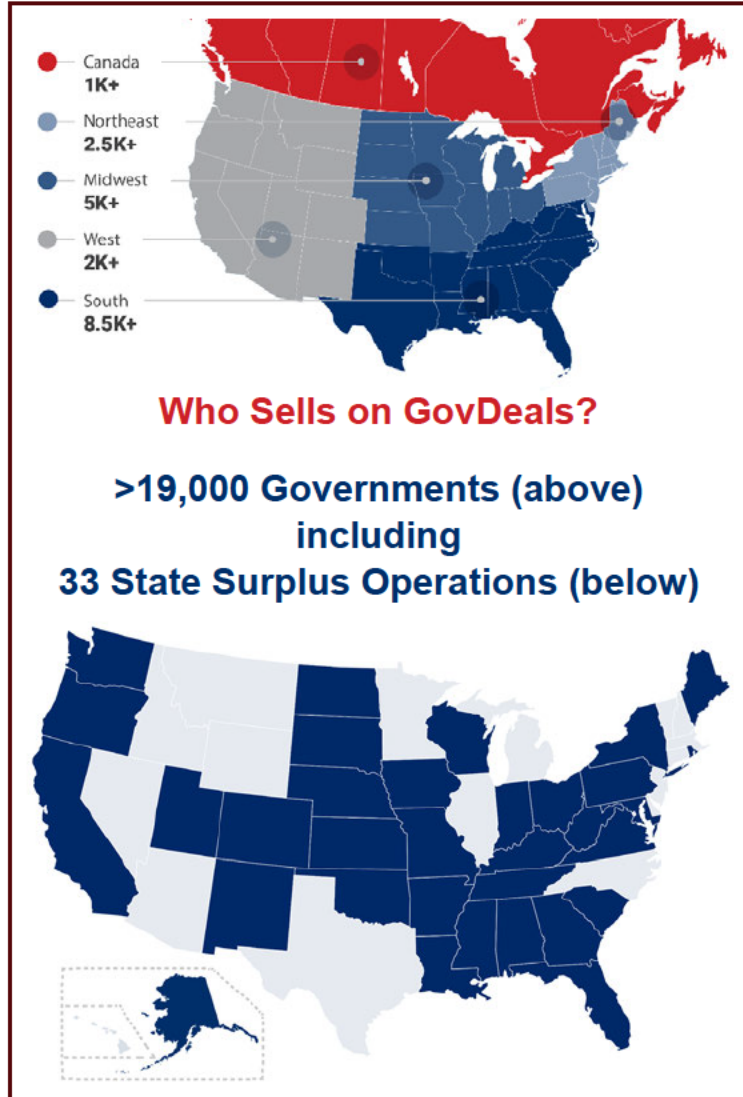
v. Describe Offeror's experience working with the government sector.

GovDeals has been providing online auction services to the government sector for 23 years. As displayed on the enclosed maps, our clients include over 19,000 government agencies across the U.S. and in Canada, and we provide auction services to 34 state governments, including Louisiana, Arkansas, and New Mexico, as well as Texas Comptroller of Public Accounts.

GovDeals is the largest online marketplace that provides auction services to government, educational, and related entities. The platform is designed to be user-friendly, with 250+ categories of items ranging from heavy machinery and industrial equipment to office supplies and vehicles, making it easy for potential buyers to find what they're looking for. Our large buyer base of internationally vetted bidders enables an auction success rate exceeding 94%, with the majority of items garnering higher sales prices than typically achieved through other providers.

GovDeals plays a crucial role in helping government and educational entities efficiently manage and sell their surplus assets, while offering the public an opportunity to purchase these items at competitive costs. This not only aids in asset management for government entities but also promotes sustainability by extending the lifecycle of the out-of-service items. A large portion of GovDeals' buyers are small business owners, enabling government surplus to power economic growth.

Services provided to these entities are wholly similar to the services offered to 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, real estate, furnishings, equipment, tools, and miscellaneous assets.



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

Neither Liquidity Services Operations LLC dba GovDeals nor its current officers and directors has faced litigation, bankruptcy, reorganization, or state investigations. No clients/sellers or customers/buyers have filed litigation or opened investigations against Liquidity Services.

vii. 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.

| | |
|--------------------------------------|---|
| Entity Name: | Chesterfield County |
| Contact Name & Title: | Roberta Jardine, VCA, Procurement Assistant II |
| Contact Phone and Email: | (804) 751-4992 jardiner@chesterfield.gov |
| City and State: | Chesterfield, Virginia |
| Years Serviced: | 23 years |
| Description of Services: | One of GovDeals' first and longest-served clients, Chesterfield County liquidates all types of surplus assets on the GovDeals platform, including Fleet, Equipment, School and Sports Equipment, HVAC Equipment, Machinery, Electronics, and more |
| Number of Auctions Conducted: | 3,618 |
| Online Auction Dollar Volume: | \$7,135,682 |

| | |
|--------------------------------------|--|
| Entity Name: | City of Las Vegas |
| Contact Name & Title: | Brenton Messner, Fleet Services Supervisor |
| Contact Phone and Email: | (702) 229-1680 bmessner@LasVegasNevada.gov |
| City and State: | Las Vegas, Nevada |
| Years Serviced: | 6 months |
| Description of Services: | Ongoing surplus disposition for Fleet and Heavy Equipment |
| Number of Auctions Conducted: | 56 |
| Online Auction Dollar Volume: | \$415,905 |

OMNIA Partners
Region 4 ESC, TX

RFP #24-06
Auctioneer Services

Aug. 5, 2024

Entity Name: Miami-Dade County
Contact Name & Title: Terrence D. Thompson, Manager
Contact Phone and Email: (305) 592-3752 | terrt@miamidade.gov
 City and State: Hialeah, Florida
 Years Serviced: 10 years
 Description of Services: Ongoing surplus disposition for many departments and a wide a variety of asset types such as electronics, vehicles, buses, industrial equipment, scrap metal, mowers, etc.
 Number of Auctions Conducted: 13,859
 Online Auction Dollar Volume: \$33,226,100
 Nature of Contract: Ongoing surplus disposition for many departments and asset types.

Entity Name: Henrico County
Contact Name & Title: Jianchong Luo, Assistant Division Director
Contact Phone and Email: (804) 501-5688 | Luo001@henricoco.us
 City and State: Henrico, Virginia
 Years Serviced: 18 years
 Description of Services: Ongoing surplus disposition for a variety of asset types, including vehicle equipment, motors, trailers, computers, drones, furnishings, and much more.
 Number of Auctions Conducted: 4,459
 Online Auction Dollar Volume: \$6,254,745

Entity Name: City of Tyler
Contact Name & Title: Deb Schrek, Fleet Auditor
Contact Phone and Email: (903) 531-1323 | dschrek@tylertexas.com
 City and State: Tyler, Texas
 Years Serviced: 3 years
 Description of Services: Ongoing surplus disposition of Fleet and other assets types
 Number of Auctions Conducted: 145
 Online Auction Dollar Volume: \$1,588,227

viii. 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.

Liquidity Services maintains legal compliance to conduct business throughout the U.S. and Canada. This includes obtaining licenses in jurisdictions where this is required. Many states, including Texas, legally exempt online auction providers such as ours from the licensing requirements mandated for live auction providers. While GovDeals is qualified to do business in every U.S. state and Canadian province, below is a list of auction licenses held by our company.

Colorado

City and County of Denver

Department of Excise and Licenses

License Type: Professional Auctioneer
License Number: 2024-BFN-0028991
Expiration Date: 6/13/2025

Florida

State of Florida

Department of Business and Professional Regulation

License Type: Auction Business
License Number: AB2355
Expiration Date: 11/30/2025

Georgia

State of Georgia

Secretary of State; Professional Licensing

License Type: Auctioneer Company
License Number: AU-C003174
Expiration Date: 11/30/2025

Louisiana

State of Louisiana

Louisiana Auctioneers Licensing Board

License Type: Auction Business
License Number: LA AB-517
Expiration Date: 12/31/2024

Missouri

County of Boone

License Type: Auctioneers License
License Number: 2024 9739
Expiration Date: 1/11/2025

Pennsylvania**Commonwealth of Pennsylvania***Department of State, Bureau of Professional and Occupational Affairs*

License Type: Trading Assistant Company
License Number: TRAC000015
Expiration Date: 2/28/2025

South Carolina**State of South Carolina***Department of Labor, Licensing, and Regulation; Auctioneers' Commission*

License Type: Auction Firm
License Number: AF 4228
Expiration Date: 6/30/2025

ix. Provide any additional information relevant to this section**Sustainable Solutions**

GovDeals' approach focuses on sustainability by reducing transportation and storage costs. We help divert waste from landfills, promoting environmental responsibility. Additionally, our paperless system, utilizing ACH and digital file storage, minimizes resource consumption.

Customized Reporting

The robust GovDeals reporting system delivers detailed insights. You'll have access to a continuous audit trail, ensuring transparency and accountability. These records remain accessible perpetually, allowing you to track progress and make informed decisions. Data can be exported to Excel in your desired date range, and records never expire.

Dedicated Support

GovDeals' diverse team of auction professionals is committed to your success. You'll have direct access to dedicated experts who understand your unique goals. Best of all, this on-demand support comes at no additional cost to you. GovDeals' online auction service is designed to operate on an as-needed basis; you may use GovDeals' services whenever surplus assets are ready to be sold. GovDeals' model is fully variable, and we only receive a commission once a sale is fully completed.

Risk Mitigation

We prioritize financial security. Online payment collection and weekly payment remittance ensure timely cash flow. Plus, our comprehensive indemnification protects against chargebacks and fraud risks. By consistently monitoring your online auctions, we prevent illicit buying behavior, such as collusion or shilling, from impacting your surplus sales.

Targeted Marketing

Reach the right audience effortlessly! Our extensive marketing outreach targets potential buyers interested in government surplus assets. Tailored strategies maximize competitive bidding and revenue for your assets.

Real Property Sales

**The future of
real estate sales
is digital!**

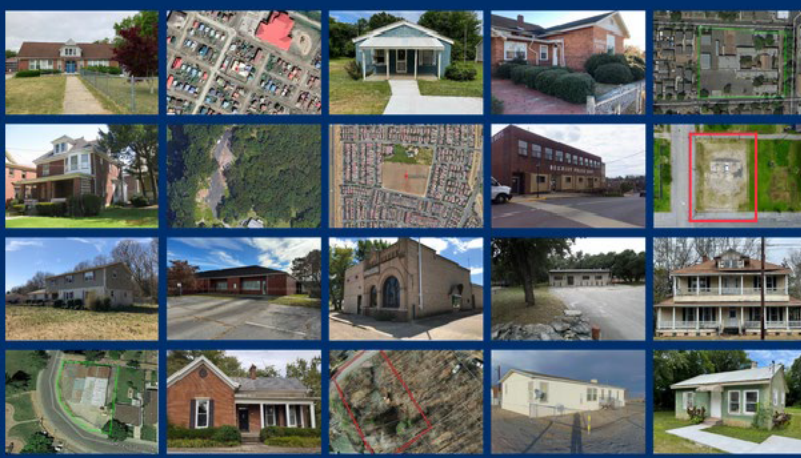
Property listing platforms, crowdfunding sites, and virtual tours are transforming how real estate of every type is bought and sold.

While real estate listing sites are growing in popularity due to ease of use, most fail to provide the hands-on

experience of a personal transaction that keeps control in the hands of the seller. GovDeals is here to provide the best of both worlds for OMNIA Participants' sales.

We will work in conjunction with the specific needs of Participants, adapting our auction system to meet those needs. With GovDeals' online sales, your agency can ease the workload on your staff, ensure compliance and transparency with the public, and receive higher returns on your surplus real estate and real property.

Check out GovDeals' Clients' latest real estate sales!



- ✓ **Better Service:** Partner with us for a full-cycle solution that handles the entire auction process and achieves high-performance results aligned with your strategic goals. We provide robust compliance and risk mitigation services, such as strict data privacy policies and protection against fraudulent buyers.
- ✓ **Better Process:** Listing your real estate property is easy with our user-friendly dashboard and our proven auction methods that deliver successful results. Optional pre-registration and/or bid deposit requirements are available to enable you to pre-vet bidders before they can place a bid on your property.
- ✓ **Better Results:** We bring the right combination of motivated buyers, best-in-class processes, and cutting-edge systems to deliver maximum return and long-term value. GovDeals has partnered with Bid4Assets, the first and leading online marketplace for government foreclosure real estate auctions, to offer governments, county tax collectors, and financial and educational institutions a unique opportunity to sell their real estate property transparently. Together, GovDeals and Bid4Assets have over 200,000 completed real estate auction sales, generating over \$2.5 billion in revenue.
- ✓ **In short:** OMNIA Participants incur no sales fees, control all aspects of the sales process, and choose the minimum bids, reserve price, and auction dates. And, if an asset/property doesn't sell, the Participant pays nothing for that auction listing.

Exhibit A Response for National Coop. Contract

3.0 Supplier Response

Supplier must supply the following information 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 to include experience providing similar products and services.

When the first online auctions were conducted on GovDeals in 2001, the platform's early adopters were pleased that the platform not only satisfied all their agencies' internal compliance needs but also garnered 20% or more returns compared to traditional live auction sales. GovDeals' innovative marketing techniques were the catalyst for that success and continue to this day.

- **Promotion Power:** The platform pioneered targeted marketing techniques, reaching bidders specifically interested in government surplus assets.
- **Maximizing Revenue:** Competitive bidding directly impacts the revenue governments earn from surplus assets.
- **Expanding Reach:** With over 5 million vetted buyers, GovDeals continues to expand its buyer audience through strategic advertisements and press releases.

In 2008, Liquidity Services, Inc. (NASDAQ: LQDT) acquired GovDeals. Following the acquisition, GovDeals became a flagship marketplace of Liquidity Services. Now backed by the resources of a publicly traded company, GovDeals' commitment to superior service and efficient online auctions only continues to grow stronger.

GovDeals has over 100 direct full-time employees, with more than half working remotely from the field to best serve sellers in their local areas. This includes 2 of representatives to serve sellers in Texas. In addition to this direct staffing, supplemental support and substantial resources are available to OMNIA and its Participants.

Today, over 19,000 federal, state, and local government agencies have transitioned some or all of their surplus auctions to GovDeals. Our company has facilitated the sale of over 3.2 million government-owned assets/lots for total auction sales surpassing \$4.6 billion. In Texas alone, over 900 government entities have successfully sold over 120,000 surplus assets/lots for total auction sales exceeding \$210 million.

Our platform offers the most sustainable solution for selling surplus items directly to the public. Over 19,000 government sellers use the platform, selling over \$4.6 billion to over 1 million qualified buyers.

The GovDeals platform regularly generates higher net returns by delivering true market values for surplus assets, with our robust marketing execution serving to increase interest and competition for our clients' auctions, ultimately driving our clients' returns higher.

B. Total number and location of salespersons employed by Supplier.

GovDeals currently has over 100 direct, full-time employees, including 65 Account Managers and Business Development Managers 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 15 U.S. regions and 2 in Canada. Therefore, GovDeals is thoroughly prepared to seamlessly continue serve Region 4 and OMNIA Participants, regardless of the agencies' locations or sizes.

GovDeals has 26 salespeople on its Business Development team. Please refer to the map on [Page 57](#) for their specific territories and markets. Staff responsibilities are described on [Pages 58-61](#). Our sales team includes:

- 2 Directors of Business Development dedicated to State and Federal Government
- 2 Senior Managers of Business Development dedicated to Eastern U.S. and Western U.S./Canada
- 20 field-based Business Development Managers assigned to specific regions and markets throughout the U.S. and Canada
- 4 Inside Business Development Administrators and Vertical Specialists

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

GovDeals currently has over 100 direct, full-time employees, including 70+ Account Managers and Business Development Managers working remotely from across the United States and Canada to serve government agencies in their respective regions. This includes a nationwide network of account managers across 35 U.S. regions and 2 in Canada. Therefore, GovDeals is thoroughly prepared to seamlessly continue serving Region 4 and OMNIA Participants, regardless of the agencies' locations or sizes.

Our Corporate office is located at 6931 Arlington Rd., Suite 460, Bethesda, MD 20814.

GovDeals has 39 people on its Account Management teams, dedicated to our clients' day-to-day auction needs and supporting best practices for efficiency and success. Please refer to the maps on [page 57](#) for their specific markets. Staff responsibilities are described on [Pages 58-61](#). Our Account Management team includes:

- 4 managers of Client Relationships: Comprised of some of our most experienced staff members, these professionals oversee Account Manager service delivery in the Eastern U.S., Western U.S. and Canada, and State/Federal Government.
- 24 field-based Account Managers serving local government agencies throughout the U.S. and Canada
- 7 field-based Account Managers dedicated to U.S. State and Federal agencies
- 4 Inside Account Managers to serve specific market needs

D. Annual sales for the three previous fiscal years.

- FY2023 - \$578,969,446
- FY2022 - \$551,036,063
- FY2021 - \$485,483,952

a. Submit FEIN and Dunn & Bradstreet report.

FEIN: 52-2293687

Liquidity Services' D&B Report is provided as a separate attachment.

E. Describe any green or environmental initiatives or policies.

Our "as is, where is" service model fulfills environmental, health, and safety regulations during the disposal process in a global manner. We power the circular economy to transform the current "take-make-waste" linear model into one that extends the life of assets to their fullest capacity. Our marketplace platforms foster zero-waste value chains.

The goal of our trusted marketplace along with our service offerings is to help agencies harness the power of their surplus assets to create value where so many others see none. Our mission is to empower governments to unleash the full value of their unwanted goods, with the goal of shifting the entire economic system into one in which unnecessary waste is prevented, usable assets stay out of landfills, and unusable goods are disposed of in a sustainable manner.

To power the circular economy, we:

Manage, value, and sell surplus across the globe in a broad range of asset categories and conditions

Maximize recovery in an efficient global marketplace

Optimize and execute surplus management strategies to achieve government agency goals



Sustainability as a Core Value

Liquidity Services received the 2023 Innovation Solutions Partner Award from the Reverse Logistics Association (RLA) during the RLA Conference & Expo hosted in February 2023 in Las Vegas, Nevada. The award recognizes and honors the company which demonstrates measurable improvements in efficiency and return on investment for customers, seamlessly integrates reverse logistics solutions with customers' technology infrastructure, and exemplifies innovative use of technology.

We were nominated by one of our major retail clients for our novel Automated Sell-in-Place program, a software solution that measurably increased the client's recovery by about 20% and had an average auction success rate of more than 90%, while simultaneously eliminating touches and reducing the retailer's carbon footprint.

As a company that operates within the circular economy, we make it our mission to empower you to intelligently integrate sustainability initiatives into your core business, capturing and unleashing the intrinsic value of surplus. We support our sellers' sustainability efforts by helping them extend the life of assets, prevent unnecessary waste, and defer inventory from landfills.

We've played an integral role in many of our sellers' zero-waste initiatives and worked with the US federal government to pioneer one of the largest green initiatives to date, deferring nearly three billion pounds of scrap material from landfills. Below are three major ways our model will transform your surplus operations.

Reducing Emissions



When selling surplus assets in a live or off-site auction, a seller will often have to transport them to a sales yard so the items can be displayed, inspected, and potentially sold.

Besides the financial burden of having to transport assets to an auction site, the environmental impact of driving assets to and from live auctions – plus interested bidders driving themselves to and from live auctions – can be devastating.

Switching to online auctions eliminates the need for transporting and storing assets altogether, making the entire process more efficient and less taxing on the environment.

For example, if 250 vehicles averaging 20 miles per gallon travelled an average of 50 miles round-trip to attend a live auction, they would emit 12,500 lbs. worth of carbon emissions into the environment. **That's nearly the size of a full-grown elephant!**

Selling in place through online auctions eliminates the negative environmental impact of travelling back and forth to live auctions, reducing both the financial and environmental stresses inherently ingrained in traditional auction methods.

Reducing Landfill Use

Oftentimes, sellers with nonoperational vehicles have difficulty finding buyers and wind up selling their automobiles to junkyards for pennies on the dollar. Though live auctions can give the impression that there is no market for undrivable vehicles, there is still a large consumer base interested in purchasing these assets for scrap metal and parts.

Government agencies can avoid losing profit and keep their nonoperational surplus vehicles out of landfills by selling them through online auctions. According to a recent survey, 8% to 10% of vehicles sold via GovDeals were reportedly destined for landfills. Recycling is great – but reusing and repurposing is the highest form of sustainable action.

Reducing Chemical Leaks

Chemical leaks are a well-known risk, inadvertently putting toxins in the environment while simultaneously depreciating the value of the assets that are supposed to be liquidated.

The easiest way to reduce the hazards of long-term storage is to sell your assets quickly. Live auctions do not guarantee sales, and vehicles and equipment especially become more of an environmental risk the longer they sit in storage lots and warehouses.

With GovDeals, you don't need to wait for a semi-annual or monthly vehicle auction or trade-in date; you can list and sell your assets online at any time.

Our system recordkeeping even offers a weight field that Participants can use to track the amount being diverted from landfills. Many municipalities have been pleasantly surprised when checking their year-end results and adding this data to their sustainability achievements.

Reducing Paper Waste

With our digital recordkeeping and financial process, you also reduce the need for filing cabinets and paper records. Digital documents of all transactions completed on GovDeals are stored in perpetuity; even the signed "Bill of Sale" can be digitally filed in our back office.

Auction proceeds are collected by GovDeals and forwarded to each Participant via ACH, again reducing your environmental footprint as there is no need for courier transportation – and it gets you paid faster.

F. 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. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

Under the majority of GovDeals' service models, all work is performed by the company's full-time employees. In the event subcontractor utilization is warranted, we routinely put forth Good Faith Efforts to partner with small and/or diverse businesses, including certified disadvantaged businesses, minority-owned businesses, veteran-owned businesses, and woman-owned businesses. We have not generally experienced pricing differentials based on subcontracting with diverse partners vs. large businesses. Liquidity Services is a publicly traded company and is not itself certified as a diverse business.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

- a. Minority Women Business Enterprise Yes
- X No**

If yes, list certifying agency:

- b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)
-
- Yes
- X No**

If yes, list certifying agency:

- c. Historically Underutilized Business (HUB) Yes
- X No**

If yes, list certifying agency:

- d. Historically Underutilized Business Zone Enterprise (HUBZone) Yes
- X No**

If yes, list certifying agency:

- e. Other recognized diversity certificate holder Yes
- X No**

If yes, list certifying agency:

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

Under the majority of GovDeals' service models, all work is performed by the company's full-time employees. In the event subcontractor utilization is warranted, we routinely put forth Good Faith Efforts to partner with small and/or diverse businesses, including certified disadvantaged businesses, minority-owned businesses, veteran-owned businesses, and woman-owned businesses.

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 19,000 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 Participant the ability to conduct auctions at its 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

Participant's Terms and Conditions, and buyers are responsible for asset removal on the Agency's required timeline.

At GovDeals, "self-service" doesn't mean you're on your own. GovDeals will be a true partner with each Participant to enable effective management of the Agency's surplus assets to be liquidated. Each Participant's Account Manager will provide onboarding at implementation, but personal service doesn't stop there. Throughout the duration of the contract, the 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? Need to auction real estate? 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 they will get you the answers you need.

We understand that managing surplus asset disposal is probably not most Agencies' top priority every day. Most of the 19,000 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.

Liquidity Services Operations LLC dba GovDeals has not faced litigation, bankruptcy, or reorganization. No clients/sellers or customers/buyers have filed litigation or opened investigations against Liquidity Services.

K. Felony Conviction Notice: Indicate if the supplier

- A. is a publicly held corporation and this reporting requirement is not applicable; **X**
- 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.

No debarment or suspension action has been taken against Liquidity Services/GovDeals.

3.2 Distribution, Logistics

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

GovDeals is the largest online marketplace that provides auction services to government, educational, and related entities. The platform is designed to be user-friendly, with 250+ categories of items ranging from heavy machinery and industrial equipment to office supplies and vehicles, making it easy for potential buyers to find what they're looking for. Our large buyer base of internationally vetted bidders enables an auction success rate exceeding 94%, with the majority of items garnering higher sales prices than typically achieved through other providers.

GovDeals plays a crucial role in helping government and educational entities efficiently manage and sell their surplus assets, while offering the public an opportunity to purchase these items at competitive costs. This not only aids in asset management for government entities but also promotes sustainability by extending the lifecycle of the out-of-service items. A large portion of GovDeals' buyers are small business owners, enabling government surplus to power economic growth.

GovDeals' comprehensive solution gives Participants the tools to sell surplus government assets through the industry's premier online auction platform, complete with hands-on support delivered by your local Account Management team. We will train Participants' users to handle bidder inquiries and generate detailed reports on auction activities and revenue.

Participants can create unlimited user accounts and customize access to the GovDeals system based on employees' job duties, with five security levels available, including a "view only" setting for accessing sales and reconciliation reports.

Auction terms and conditions can be customized as required by the seller, ensuring that all of your sales comply with each Participant's procurement/disposition policies and are conducted in sync with your staff's preferred schedule. Best of all, our fees are charged entirely to the buyer, so all services are available to Participants at no cost.

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

- Turnkey auction functionality with unlimited user accounts
- Real-time reporting tools within a secure account, available in perpetuity
- Access to 5+ million active GovDeals bidders – verified through GovDeals' multi-layer registration process that includes vetting against the anti-terrorism watch list by E2Open's global trade management software.
- Extensive marketing outreach to targeted bidders at no additional costs – drives competitive bidding, increasing the final selling price of auctioned assets!
- Electronic payment collection and remittance
- Continual hands-on training; initial and ongoing training for updates
- Personal service by the Participants' dedicated Account Managers with 24/7 on-call availability; on-site and remote support provided.

Info about elevated/customized options is provided in [Part D: Value-Added Services](#).

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 over 100 direct, full-time employees, including 65 Account Managers and Business Development Managers working remotely from across the United States and Canada to serve government agencies in their respective regions. Therefore, GovDeals is thoroughly prepared to seamlessly continue to serve OMNIA Participants under the new contract, regardless of the agencies' locations or sizes.

There are no U.S. states or Canadian provinces that GovDeals' services will not be offered.

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

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

In selling and billing a service, GovDeals has very few pricing variables and they are based on the same criteria for all selling clients, whether under contract or not. Once a client account is established, the pricing is a fixed percentage of the price items sell for on GovDeals.com. Because of this, all pricing and pricing changes require management approval.

GovDeals has extensive staffing in Account Management, Business Development, and Operations teams that will readily provide verification of contract pricing to any concerned Participant. We strongly believe in transparency, and we have built-in procedures and system tools to ensure account operations are in line with applicable contracts.

We have established system utilities that track cooperative member sales in a real time report (see Partner Report on [Page 29](#)); this data is archived and available, ad hoc, at any time. Christy Logan, Senior Manager, Business Development Operations, is dedicated to verifying the accuracy of the quarterly report and presenting it to a senior manager for payment approval. These same utilities and processes are in place for revenue share and administrative reporting, whether at the cooperative contract level, or for individual Participants.

The nature of GovDeals' business provides additional safeguards in these areas: Our service is revenue-generating, and each Participant can view their current and past auctions both within their Seller Dashboard, and publicly on the bidder-facing website.

Audit-level reporting is updated in real-time within the Seller Dashboard, providing up to 70 data points for each and every auction. Auction reports can be exported to Excel and merged with an Agency's other data, whether regarding contract compliance, financial reconciliation, asset management, etc.

D. 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 Liquidity Services/GovDeals. In the event subcontractors are utilized for customized/Value-Added Services, this information will be disclosed to the applicable OMNIA Participants.

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

GovDeals is not in the business of selling commodities; therefore, distribution facilities, warehouses, and retail network are 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. Given the public nature of the solicitation and contract, OMNIA Partners makes solicitation and contract documentation, including pricing documents, available on its website so Participating Public Agencies may easily conduct their due diligence. Describe any portions of the response that should not be available on the website and why those portions should not be available.**

GovDeals supports transparency, so the only portion of our response that should not be made publicly available are the screenshots of our training documentation (**Quick Reference Guide on pages 47-50**), in order to protect our proprietary platform information such as how to login to the Seller Dashboard and manage day-to-day auction functions.

B. 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 OMNIA and its Participants 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 Participants in all 50 U.S. states and across Canada without any compromise in service.

Although we are unable to commit to endorsing OMNIA's award as our "*primary*" contracting tool, it will be promoted as "*one of our primary*" contracting tools. 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.

The executive revenue team at GovDeals, led by its Vice President of Revenue, Micheal Price, will continue to enthusiastically endorse the Region 4/OMNIA contract if again 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 principal cooperative 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:

- Within the first 10 business days after contract execution, Michael Price, Vice President, Revenue, will send an announcement to all GovDeals employees promoting this important 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.
- The specific contract deliverables will be reviewed with the appropriate GovDeals teams (i.e. Business Development, Account Management, Marketing, IT, Accounting, etc.).
- We will ensure that OMNIA Partners' existing GovDeals cooperative account is up to date, including operation of our Partner Report functionality within the GovDeals back office 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 be responsible for proper account setup for all OMNIA members using the award, ensuring the Participants' GovDeals seller accounts are properly aligned with the OMNIA contract provisions.
- For 23 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' diverse goals are reached.
- GovDeals currently has over 100 direct, full-time employees, including over 65 Account Managers and Business Development Managers 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 all OMNIA Participants, regardless of the agencies' locations or sizes.
- GovDeals' Business Development and Account Management teams meet in the fall each year, and we would welcome the OMNIA team to join us for a vendor session.

- The experienced GovDeals management and functional teams are already in place nationally, and sales and service to Participants will be direct and seamless through contract transition.
- 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 continued partnership with the OMNIA team will be enthusiastically embraced across GovDeals' teams.

C. 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, Master Agreement 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 Master Agreement 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

GovDeals agrees to all of the above-listed contract promotion activities.

For 23 years, GovDeals' only business has been delivering a remarkable online surplus disposition product to state and local governments in the US and Canada, and we have extensive experience implementing, utilizing, and managing nationwide cooperative contracts such as through OMNIA.

Following is an overview of steps we will take upon award in order to best leverage our second OMNIA Partners contract:

- An internal meeting, led by Michael Price, Vice President, Revenue, 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 and Account Management teams.
- Scott Starcher, Vice President, Operations, will be included on this call, and he will then conduct a parallel conference call focusing on the working processes of account setup and service delivery.
- As there are no changes to the base pricing or service offered by GovDeals, we expect no delay in actively selling the contract throughout the U.S. and in Canada.
- With some new Value-Added Services being offered under this contract, Miller Parks, Manager, Alternate Solutions, will meet with Business Development and Account Management leadership to promote company-wide strategies to best leverage the customized service offerings on a per-client level. Availability of Value-Added/custom services requires case-by-case approval of GovDeals' Management, factoring in volume, cost, market, and specific needs. **See also:** [Part D: Value-Added Services](#) of our proposal.
- Of note, we invite OMNIA Partners and/or Participants to meet face-to-face with the Business Development and Account Management teams at the next annual meetings planned for Fall 2024.

GovDeals will market this contract as follows:

- Promotion by the 65 field-based Business Development and Account Managers
- Promotion at the 140+ national, regional, and local trade shows and seminars we attend annually
- Promotion of cooperative contract utilization when responding to solicitations
- Promotion through our MarCom program, such as client newsletters, custom landing pages, conference handouts, etc.

D. 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 Participant utilizing our current OMNIA contract to notify of the transition to the new OMNIA cooperative contract. Little to no action or changes are expected to be required, but it will be a priority to ensure that OMNIA Participants are informed of the new award and service options that may be available.

The first step of this process will include development of marketing communication and informational material to deliver to OMNIA's Participants outlining the benefits and the simplicity of the contract transition. Soon after delivery of this contract marketing material, GovDeals' Business Development teams will provide personal follow-up with these entities to answer any questions they may have.

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

Although current clients may not find additional training necessary because the online auction system's functionality will not be affected by the contract transition, GovDeals' team will offer copies of contract documentation and will take the opportunity to discuss any specific needs or questions each client may have, in alignment with our goals of ongoing communication between GovDeals and our sellers.

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

- OMNIA Partners – Lead Agency: ESC Region 4, TX
- OMNIA Partners – Lead Agency: ESC Region 14, TX
- Sourcewell
- NASPO ValuePoint – Lead Agency: State of New Mexico
- Canoe Procurement Group
- Kinetic GPO
- BuyBoard – Texas Association of School Boards
- E&I Cooperative Services
- County of Orange, CA
- Pinellas County Board of Commissioners, FL

E. 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.

Agreed, 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.

F. 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

Agreed.

G. 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. We anticipate a very seamless transition for our state and local government-focused teams with years of experience leveraging cooperative procurement contracts. This transition will be considerably simple as GovDeals has been leveraging our contract with Region 4 and OMNIA Partners since 2019.

H. Provide the name, title, email and phone number for the person(s), who will be responsible for:**i. Executive Support**

Les Bailey | Senior Manager, Business Development
lbailey@govdeals.com | 910-850-3115

ii. Marketing

Angela Jones | Director, Digital Marketing
ajones@govdeals.com | 800-613-0156 Ext. 4515

iii. Sales

Les Bailey | Senior Manager, Business Development
lbailey@govdeals.com | 910-850-3115

iv. Sales Support

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

v. Financial Reporting

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

vi. Accounts Payable

Jennifer Bartgis | Director, Finance
accounting@govdeals.com | 800-613-0156 Ext. 4

vii. Contracts

Alicia Andrews | Supervisor, Proposal Team
aandrews@govdeals.com | 334-306-6401

I. 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 including new client adoption, reactivated clients, conference activity, field sales, and expense/travel budgeting.

Our regional Business Development Managers leverage in-person, remote, 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 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 and federal clients and prospects. This space is the responsibility of two Directors of Business Development and a Client Relationships Manager working exclusively with these entities. The state/federal leaders are joined by an enthusiastic team of Account Managers and Business Development Managers/Administrators that directly support clients and prospects, responsible for auction management, market research, presentation development, outreach, contract oversight, and other responsibilities to increase State/Federal contract adoption and ensure client satisfaction.

All direct, field-based Business Development Managers and 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 with experienced and properly scaled teams in the areas of Sales Support, Marketing, Accounting, Operations, Customer Service, Conference Planning, and Proposal/Contract professionals to allow business development to be the top priority of the field-based teams who are responsible for growth.

The Business Development and Account Management teams and their Senior Managers report to Michael Price, Vice President, Revenue. He is the highest-level executive in charge of the Revenue team. Michael can be reached by email at mprice@govdeals.ca or by phone at 416-689-8070.

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

Our experience with OMNIA’s contract since 2019 has demonstrated that the OMNIA Partners and GovDeals teams are very well aligned in both size and scope, resulting in a professional partnership that drives success. We would certainly defer to OMNIA’s experience and timing relative to preferred contract transition protocol, but generally we recommend the following goals:

- Provide updated guidance to OMNIA’s sales teams about GovDeals’ service and value proposition, to include talking points and strategies;
- Inform OMNIA’s sales teams of GovDeals’ current business development protocol and guardrails around case-by-case availability of Value Add/customized services;
- 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;
- Seek opportunities for both sales teams to align at specific conferences/trade shows;
- Share a well-documented and proven process/policy designed to facilitate support and communication in a joint/dual team sales approach;
- Grow the trusting, professional, and proactive relationships within the teams.

K. 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 our existing 5-year relationship with OMNIA, and decades of experience working with a variety of 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 Account Management team. There will be very little, if any, learning curve beyond getting to know counterparts across companies. We truly appreciate our partnership with Region 4 and OMNIA, and we are committed to growing that relationship under your next Auction Services cooperative contract.

L. 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 2023, GovDeals experienced a GMV (gross merchandise volume, aka total auction sales) exceeding \$579 million. Our Top 10 clients during FY2023 were:

| Public Agency Client | FY23 GMV | Contact | Phone & Email |
|------------------------------|----------------|-------------------|--|
| Louisiana State Surplus, LA | \$19.9 million | Josh Jones | (225) 342-6865 Joshua.Jones2@la.gov |
| United States Postal Service | \$14.8 million | Scott Starcher | (919) 802-6800 Scott.starcher@liquidityservices.com |
| State of South Carolina | \$13.4 million | Ian Guild | (803) 465-0074 ian.guild@admin.sc.gov |
| State of Washington | \$11.4 million | Matt Domenech | (360) 407-1917 matthew.domenech@des.wa.gov |
| State of Ohio | \$6.4 million | Jerod Conley | (614) 569-4704 Jerod.Conley@das.ohio.gov |
| Tennessee Valley Authority | \$6.2 million | Anne-Hayes Bruce | (256) 762-5281 ahbruce@tva.gov |
| District of Columbia, DC | \$5.4 million | Marvin Manassa | (202) 576-7352 marvin.manassa@dc.gov |
| State of Tennessee | \$4.7 million | Billy Farmer | 615-532-9077 property.utilization@tn.gov |
| State of Oregon | \$4.6 million | Rhonda Mann | (503) 378-2195 EAM.Auction@oregon.gov |
| Miami-Dade County, FL | \$4.5 million | Terrence Thompson | (305) 592-3752 terrt@miamidade.gov |

M. 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 over 14,000 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.

GovDeals employs leading content delivery and security technologies to ensure the availability and protection of its online services, along with the confidentiality and integrity of seller data across our platforms. Security precautions and encryption protocols are thoroughly described on [Page 14](#).

The GovDeals system and website exist in a fully redundant environment. The site is load-balanced across multiple servers. The infrastructure is hosted on the Microsoft Azure cloud platform, which supports our redundancy and scalability goals. All critical auction and customer data is fully replicated.

GovDeals utilizes multiple internal and external site monitoring systems to ensure appropriate responses to any warnings, critical issues, or other matters that need immediate attention 24 hours a day, 7 days a week, and 365 days a year.

As with all e-commerce platforms, maintenance downtime is periodically required to upgrade existing software and services, maintain the security and availability of the platform, and deploy new application features. Planned maintenance is performed when traffic to the website is minimal. All maintenance and upgrades to the GovDeals systems and services are managed by the GovDeals technology team and automatically delivered for the term of the contract at no additional cost to the Participant.

N. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners 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 Administrative 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.

We respectfully request that OMNIA's requested 3% administrative fee be reduced to 2% under a resulting contract with Liquidity Services. This is in line with our current OMNIA

contract, as well as our contracts with comparable national cooperatives. Should this exception be of concern, our company leaders will welcome a discussion on this topic.

GovDeals proposes to pay OMNIA Partners an administrative fee of 2% of actual contract revenue (revenue is defined as the amount GovDeals receives for our services; not to be confused with total auction sales/GMV, the majority of which is remitted to the selling client).

O. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
- ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
- ii. 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).
- iii. 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.

GovDeals routinely recommends our cooperative contracts such as OMNIA Partners when our prospects and clients are seeking contracting tools, including within formally solicited proposals. To the extent feasible, every solicitation response will contain information regarding the Master Agreement for the Agency to consider utilizing.



Section D

Value-Added Services

1. Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract. Any optional items or packages shall be fully detailed/describe what is included in the item/package.

Elevated, Custom, Ad Hoc, and Alternative Marketplace Services

Availability and precise offerings will be determined on a case-by-case basis and solely with approval of Liquidity Services' management

On a case-by-case basis, Liquidity Services may offer to provide elevated or ad hoc services ("Value-Added Services") to meet the needs of one or more Participant.

This Value-Added Services document is intended to make a broad array of service options contractually available for Participants who may require such services to manage their surplus management or liquidation needs. The sections, titles, details, and/or general information herein are organized in such a manner as to group commonly bundled services, but most services can be "mixed and matched" to develop custom delivery plans.

In all instances, it will be at the discretion of Liquidity Services management to determine if one or more service referenced in this Value-Added Services document is feasible for the requested project, as well as if the service(s) are eligible to be combined with other services referenced herein, regardless of whether the services are referenced in the same or different sections of Liquidity Services' proposal documents or whether the services are referenced under varied marketplaces operated by Liquidity Services.

This Value-Added Services document is intended to provide OMNIA Partners and Participants with an overview of options that may be available, but this innovative contract program is intended to be flexible in order to meet variable Participant needs in a wide array of scenarios.

Evaluation of Value-Added Services

Liquidity Services appreciates that OMNIA's Evaluation Process and Criteria calls for scoring **Products and Pricing – Parts A-C** separately from the points allocated to **Value-Added Services – Part D**. (Reference: iv. Evaluation Process and Criteria, Item 1)

Liquidity Services acknowledges that this contract's Administrative Fee applies to all services provided, both **Products and Pricing – Parts A-C** and **Value-Added Services – Part D**.

Ceiling Pricing for Value-Added Services

Up to 50% of the Sales Price

In order to deliver Value-Added Services, Liquidity Services reserves the right to increase the applicable Participant's contract fees incrementally according to specific added service and/or bundle of services, up to a total Ceiling Price of 50% of Sales Price (regardless of whether fees are charged to the buyer, to the seller, or split between parties), depending on complexities involved. We invite discussion with OMNIA/Participants regarding Value-Added Services.

Products and Pricing – Parts A-C (Standard Services)

No Fees.

Under this OMNIA Partners contract, GovDeals will never require Participants to pay any fees for GovDeals' Standard Services. Participants will have the *option* of selecting the "Seller Pay" or "Split Fee" options (examples in [Products and Pricing – Part A](#)), but in all circumstances, Participants will always have the option to pay zero fees for Standard Services under this contract.

Value Added Services – Part D

Ceiling Pricing: Up to 50% of Sales Price

- Various fees may be charged as Buyer Pay, Seller Pay, or Split Fee structure
- Some services may incur flat fees
- Details of services and pricing will be negotiated between Participant and Liquidity Services

Customized Pricing for Customized Services

For the segment of Participants that may benefit from the peripheral options of this Value-Added Services program, **we anticipate that most needs will be served by a small bundle of ad hoc services that will not require the Participant's contract pricing to be maxed to the Ceiling Pricing for Value-Added Services.**

However, the height of the Ceiling Pricing for Value-Added Services is designed to reflect the wide array of customized/ad hoc services Liquidity Services may have the capacity to provide in specific scenarios.

While our Standard Services are the core strength of our auction marketplaces, Liquidity Services has increasingly seen strong demand for a diverse menu of services that can be individually offered or bundled into customized service packages. There is particular demand for flexible service package availability under cooperative procurement contracts due to the efficiency of cooperative contracts.

Types of Value-Added Services

Options may include, but are not limited to:

Assisted Services for In-Place Auctions

Typically performed by Liquidity Services staff

- Asset Listing Services (On-Site) – The process of lotting, taking photos, and writing descriptions of assets; uploading these to the Participant's Seller Dashboard; and sending asset listings to auction
- Asset Listing Services may be offered on a one-time, scheduled, or as-needed basis
- Answer questions from bidders via Q&A tool within Participant's account
- Host inspection/preview appointments for prospective bidders
- Host scheduled pickup by winning bidders (transfer of ownership/signing Bill of Sale)

Full-Service Off-Site Auctions

May require support of Subcontractor(s)

- Asset transportation to off-site storage lot
- Storage of assets at off-site storage lot
- Asset Listing Services (Off-Site) – The process of lotting, taking photos, and writing descriptions of assets; uploading these to the Participant's Seller Dashboard; and sending asset listings to auction
- Answer questions from bidders via Q&A tool within Participant's account
- Host inspection/preview appointments for prospective bidders
- Host scheduled pickup by winning bidders (transfer of ownership/signing Bill of Sale)

A La Carte Services

May require support of Subcontractor(s)

- Asset Entry Services (Remote) – The process of uploading Participant-provided photos and descriptions of assets to the Participant's Seller Dashboard; and sending asset listings to auction
- Obtain licensing required for specific services
- Perform closing services and/or financial settlement for real estate sales
- Title transfer (e.g., facilitating transfer of asset ownership paperwork by mail)
- Asset disposal
- Decal removal
- Data destruction
- Place legal advertisements and/or other advertising that is not standardly offered
- Alternative payment terms
- Customized services otherwise not listed

Specialty Marketplace Services

Typically performed by Liquidity Services staff

- Real estate auctions conducted on Liquidity Services' Bid4Assets Marketplace
- Full-service online auctions and consignment conducted on Liquidity Services' Sierra Auction Marketplace

Information on Specialty Marketplaces is provided
in Response to item #2 on the following pages.

2. Indicate additional services and activities the auction system can perform.**Liquidity Services' Specialty Marketplaces**

As additional Value-Added Services for Participants, Liquidity Services will make additional Specialty Marketplaces available under the OMNIA Partners contract, in addition to GovDeals. As with GovDeals, administrative fees will be paid to OMNIA based on contract usage of these Specialty Marketplaces. Liquidity Services' Specialty Marketplaces being made available under the OMNIA contract include [Bid4Assets](#) and [Sierra Auction](#).

Variances Between Marketplaces**Functionality/Service Model Differences**

The specific functionalities and service models of the Specialty Marketplaces owned by Liquidity Services may vary significantly from the GovDeals system functionality and service model thoroughly described in Liquidity Services' main proposal response ([Parts A-C: Products and Pricing](#) document).

However, all of Liquidity Services' Marketplaces are aligned under the same strategic goals, resources, management teams, and general client market. Should OMNIA Partners or a Participant request to see specific information about Liquidity Services' Alternative Marketplaces, such as Bid4Assets' sample reports or Sierra Auction's asset listing functionality, we will readily provide the requested information in a timely manner.

Marketplace utilization is at the discretion of Liquidity Services' management and may be determined by specific functionality capabilities, resources, or business strategy. For example, tax-default auctions are generally offered as a Bid4Assets service, but may at times be offered under another Liquidity Services marketplace, such as GovDeals.

Pricing Structure Differences

The Pricing Structures of Liquidity Services' Alternative Marketplaces may include significant variations depending on a Participant's specific needs. Regardless of the pricing structure determinations, pricing will not exceed the Ceiling Pricing for Value-Added Services.

Differences in Pricing Structure may include, but not be limited to:

- Pricing may be structured as a percentage of auction sale, a flat fee structure, or a combination of these.
- Pricing may be based on per auction listed, per auction that either sells or redeems/cancels, per auction sold, and/or per contract fee.
- Pricing structure may be determined by legal statute, client preference, and/or scope of services.
- Pricing may or may not include Revenue Share; this may be offered/negotiated on a case-by-case basis.
- Pricing may be lower than Standard Services, in select scenarios.
- Additional fees may be levied, such as a listing fee. The absence of a listing fee, minimum fee, or other fees in Liquidity Services' main proposal response ([Products and Pricing – Parts A-C](#)) does not preclude various fees from being charged for Value-Added Services, as long as fees do not exceed Ceiling Pricing for Value-Added Services.

Bid4Assets

Real Property Auctions:
Tax Deed, Tax-Default, and Foreclosure Sales

Liquidity Services' Bid4Assets marketplace (www.bid4assets.com) is an online auction provider specializing in assisting government entities with conducting online tax default sales, tax deed sales, foreclosure sales, and other types of real property sales for over 20 years.

Bid4Assets' greatest strength lies in its massive and constantly growing database of over 850,000 registered real estate bidders, coupled with the deepest industry knowledge and an easy-to-use platform. As with GovDeals, Bid4Assets, Inc., is a wholly owned subsidiary of Liquidity Services, Inc., a publicly traded company.

Since 2000, Bid4Assets has provided online tax-defaulted property sale auction services to government clients, setting the standard and best practices by which subsequent online tax-defaulted property sales have been managed in California and beyond. Since then, Bid4Assets has conducted hundreds of tax sales for hundreds of thousands of properties across the U.S.

**Ceiling Pricing for Government Real Estate
Sales on Bid4Assets.com**

| Bid4Assets Value-Added Service | Buyer's Premium | Flat Fee |
|---|------------------------|---------------------|
| Tax Foreclosure Sales | 10% | \$1,000 per auction |
| Mortgage Foreclosure Sales | 5% | \$2,000 per auction |
| Surplus Real Estate | 10% | N/A |

Bid4Assets' Revenue Share

Under this OMNIA contract, Participants utilizing Bid4Assets' services will be eligible to receive an additional 2% revenue on every completed auction transaction on the Bid4Assets platform, which will be remitted to Participants along with their auction proceeds (weekly or monthly schedule as chosen by each Participant).

This revenue share arrangement is available under the majority of auction/account scenarios, but in the event a reduced fee structure is offered for specific assets or specific clients, the rebate will not apply for reduced fee auctions. In the interest of keeping costs as low as possible for Value-Added Services, availability of Revenue Share for this program will be determined on a case-by-case basis.

Sierra Auction



Full Service Online Consignment Auctions in Select Markets

The services of Sierra Auction Management, a GovDeals subsidiary based in Phoenix, AZ, with additional locations in Tucson, AZ; Dallas/Fort Worth, TX; Montclair, CA; and additional markets under development, will also be made available under the OMNIA Partners cooperative contract.

Sierra Auction offers a full range of auction services and brings the right buyers to achieve top dollar for clients' assets. Sierra's aggressive marketing team sends thousands of auction email notifications each month as well as utilizing multimedia advertising, search engine optimization and extensive social media posts and videos utilizing the platforms of Facebook, TikTok, Instagram and YouTube ensuring that new, qualified buyers attend every online auction.

Sierra employs professional vehicle and equipment brokers and conducts auctions for clients throughout the southwest. In addition, Sierra offers a wide variety of services for buyers and sellers including, title services, transportation, detailing, de-identification, first responder equipment removal, mechanical repairs and more.

Fees for additional services vary by labor costs, difficulty and location of requested services and will not exceed 50% of the asset sales price except as approved by the Client.

Ceiling Pricing Compliance

A diverse menu of services such as detailed within Liquidity Services' proposal can add complexity to the important responsibility of ensuring contract compliance. This is especially true considering Liquidity Services' Ceiling Pricing for Value-Added Services is based on a Percentage of Sales Price; but in select or unavoidable cases, pricing for Value-Added Services may include or be entirely based on Flat Fees per Sale.

OMNIA Partners and its Participants can be reassured by the fact that the professional teams at Liquidity Services have deep experience with contractual compliance in a variety of unique situations. Contract Management and Executive Leadership will be responsible for verifying that the Total Percentage Fees and/or Total Flat Fees, regardless of whether charged to buyer and/or seller, do not exceed the Ceiling Pricing for Value-Added Services (50% of Sales Price).

Our hands-on compliance commitment is backed up by robust system functionality to audit auction activity and fee variances, monitored by each Participant's Account Management team..

Liquidity Services' Contract Management team is identified in [Products and Pricing – Part C: Qualification and Experience](#).

Example of Compliance Verification

Fees referenced in the chart below are used as examples only and do not necessarily reflect actual pricing available to Participants.

| | | |
|---|-----------------------------|----------------|
| Vehicle Sales Price (Winning Bid) | | \$5,000 |
| Buyer's Premium | 12.5% of Sales Price | \$ 625 |
| Asset Listing Fee | 5% of Sales Price | \$ 250 |
| Transportation Fee | \$500 Flat Fee per Vehicle | \$ 500 |
| Decal Removal Fee | \$200 Flat Fee per Vehicle | \$ 200 |
| Total Fees Charged | 31.5% of Sales Price | \$1,575 |
| <i>Ceiling Pricing for Value-Added Services</i> | <i>50% of Sales Price</i> | <i>\$2,500</i> |
| *Verified Compliant with Ceiling Pricing for Value-Added Services* | | |

Appendix C, Doc #1

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 confidential 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.)

Offeror note: Identification of exempt portion of our response, and justification of this determination, is provided on the following page.

7/29/2024

Date

DocuSigned by:

Michael Price

Vice President, Revenue

Authorized Signature & Title

SUBSTANTIATION OF CONFIDENTIAL INFORMATION EXEMPTION

Liquidity Services Operations LLC dba GovDeals

The [GovDeals Quick Reference Guide \(provided in Pricing and Products response document, Section B, item xii, Samples of instructional documentation\)](#) contains trade secrets or otherwise confidential information owned by Liquidity Services and is therefore exempt from disclosure under the Public Information Act. Access to and use of this information is strictly limited and controlled by Liquidity Services.

The confidential information contained in the Quick Reference Guide includes detailed instructions regarding client operation of Liquidity Services' proprietary auction platform, which if released publicly could result in an actual or potential loss of economic standing or damage to business reputation of Liquidity Services should actual or potential competitors obtain these trade secrets.

This document may not be copied, distributed, or otherwise disclosed outside of evaluation of the solicitation and development of a resulting contract, and may not be used in any way not expressly authorized by Liquidity Services.

Liquidity Services formally requests that this confidential information is wholly redacted in the event that Liquidity Services' proposal/contract is to be made publicly available to one or more individuals or entities outside of solicitation evaluation and contract development.

Questions about this matter should be directed to:

Alicia Andrews
Supervisor, Proposal Team
aandrews@govdeals.com

Appendix C, Doc #2

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
 Attorney General Form

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

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

Company

Liquidity Services Operations, LLC

Contact

DocuSigned by:

Alicia Andrews

Signature

Alicia Andrews

Printed Name

Supervisor, Proposal Team

Position with Company

Address

6931 Arlington Rd., Ste. 460

Bethesda, MD 20814

**Official
Authorizing
Proposal**

DocuSigned by:

Michael Price

Signature

Michael Price

Printed Name

Vice President, Revenue

Position with Company

Phone

334-306-6401

Fax

334- 387-0519

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:
2024-1190265

Date Filed:
07/22/2024

Date Acknowledged:

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

Liquidity Services Operations, LLC
Bethesda, MD 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 / OMNIA

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.

24-06
Auctioneer Services

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

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Michael Price, and my date of birth is 09/15/1960.

My address is 337 Fred Evans Court, Newmarket, ON, L3Y7X5, CAN.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

7/22/2024

Executed in York County, State of ON, on the day of, 20.
(month) (year)

DocuSigned by:
Michael Price
CCB19588953C4C0
Signature of authorized agent of contracting business entity
(Declarant)

Appendix C, DOC # 4

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, Michael Price, as an authorized representative of
Liquidity Services Operations, LLC dba GovDeals, 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.

DocuSigned by:
Michael Price
Signature of Named Authorized Company Representative

7/22/2024

Date

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type.
See Specific Instructions on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)
Liquidity Services Operations LLC

2 Business name/disregarded entity name, if different from above.
GovDeals

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☒ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) **C**
Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) _____

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____
(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.
6931 Arlington Rd., Ste. 460

6 City, state, and ZIP code
Bethesda, MD 20814

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.
Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[][]-[][]-[][][][][][][]
or
Employer identification number
[][][]-[][][][][][][][][][]
5 2 - 2 2 9 3 6 8 7

Part II Certification
Under penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here
Signature of U.S. person
Alicia Andrews
DocuSigned by:
0AD97165179A49A...
Date
6/19/2024

General Instructions
Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.
What's New
Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

Purpose of Form
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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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.

DEFINITIONS

Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302–6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
 - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
 - (2) An agreement that provides only:
 - (i) Direct United States Government cash assistance to an individual;
 - (ii) A subsidy;
 - (iii) A loan;
 - (iv) A loan guarantee; or
 - (v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non-Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and

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(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at [52.204-26](#), or in paragraph (v)(2)(ii) of the provision at [52.212-3](#).

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a

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contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☐ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

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(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) 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);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of 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.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

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(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#). This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) Exceptions. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements;
 or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when 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.

Liquidity Services Operations, LLC dba GovDeals

APPENDIX II TO 2 C.F.R. PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council

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(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 MP 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 as detailed in the terms of the contract.

Does offeror agree? YES MP 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 MP 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 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 MP 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

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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 MP 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 MP 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)

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, Offeror also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

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 MP 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 Executive Office of the President Office of Management and Budget (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. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

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Does offeror agree? YES ^{DS} MP 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, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal 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 any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any 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 Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Does offeror agree? YES ^{DS} MP 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 ^{DS} MP Initials of Authorized Representative of offeror

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 ^{DS} MP Initials of Authorized Representative of offeror

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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. Additionally:

- (1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7. A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.
- (2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

**FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) -
 BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF ROLLING STOCK**

CERTIFICATE OF COMPLIANCE

(select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Check for YES: ☒

OR

Certificate of Non-Compliance with 49 USC §5323(j)

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

Check for YES: ☐

**FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) -
 BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS**

CERTIFICATE OF COMPLIANCE (select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)(1)

The proposer 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.

Check for YES: ☒

OR

Certificate of Non-Compliance with 49 USC §5323(j)(1)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception

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to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Check for YES: ☐

Does offeror agree? YES ds MP Initials of Authorized Representative of offeror

Offeror's Name: Liquidity Services Operations, LLC

Address, City, State, and Zip Code: 6931 Arlington Rd., Ste. 460, Bethesda, MD 20814

Phone Number: 334-306-6401

Fax Number: 334-387-0519

Printed Name and Title of Authorized Representative: Michael Price Vice President, Revenue

Email Address: vendor@govdeals.com

Signature of Authorized Representative: DocuSigned by:

Date: 7/22/2024

Michael Price

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Unless Supplier is exempt (See FAR 25.103), when authorized by statute or explicitly indicated by Participating Public Agency, Buy American requirements will apply where only unmanufactured construction material mined or produced in the United States shall be used (see Subpart 25.6 – American Recovery and Reinvestment Act-Buy American statute for additional details).

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 documents, papers, or other records of offeror that are 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 ds MP Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contract awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES ds MP Initials of Authorized Representative of offeror

COMMUNITY DEVELOPMENT BLOCK GRANTS

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

Does offeror agree? YES ds MP 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:

Liquidity Services Operations, LLC dba GovDeals

Address, City, State, and Zip Code:

6931 Arlington Rd., Ste. 460, Bethesda, MD 20814

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Phone Number: 334-306-6401

Fax Number: (334) 387-0519

Printed Name and Title of Authorized Representative:

Michael Price

Vice President, Revenue

Email Address:

vendor@govdeals.com

DocuSigned by:

Michael Price

Signature of Authorized Representative:

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Date: 7/22/2024

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FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities.

“Contract” in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as the “Master Agreement”.

“Contractor” in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as “Supplier” or “Awarded Supplier”.

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a “financial interest” to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an “apparent” conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency (“NFE”) must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE’s may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE’s written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE’s employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Notice of Legal Matters Affecting the Federal Government

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

- 1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

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- 2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- 3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Bid Guarantee

For proposals that are to include construction/reconstruction/renovation and related services, bids must be accompanied by Certified or Cashier's Check or an approved Bid Bond in the amount of not less than five percent (5%) of the total bid. Surety shall provide a copy of the Power of Attorney authorizing the Executing Agent the authority to execute the bid bond documents and bind the surety to the bid bond conditions. The bid bond shall have a corporate Surety that is licensed to conduct business in the state of the lead agency and authorized to underwrite bonds in the amount of the bid bond.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

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1. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at \$250,000 for procurements made on or after June 20, 2018,⁴ must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at \$250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than \$100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

- a. Standard. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

- a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. 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 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).
- b. Key Definitions.
 - i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which

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is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

- ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
- c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

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, sexual orientation, gender identity, 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 identity, 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 consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's

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commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) 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.

(6) 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.

(7) In the event of the contractor's 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.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the

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applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

- a. Standard. 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 at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). 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.
- b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.
- c. Requirements. If applicable, the non-federal entity must do the following:
 - i. 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.
 - ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, 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 at 29 C.F.R. 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 Copeland Anti- Kickback 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 FEMA.
 - iii. 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 Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

- a. All transactions regarding this contract shall be done in

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compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

- b. Contractors 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.
- c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

- a. **Standard.** Recipient and subrecipient contracts must 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”).
- b. **Applicability.** This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.
- c. **Requirements.** If applicable, the non-federal entity must include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. 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). 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 FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland “Anti-Kickback” Act.

- a. **Contractor.** The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

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- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.”

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), 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 at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, 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. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- b. Applicability. This requirement applies to all FEMA contracts awarded by the non-federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of

\$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized

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representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts*. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

- a.** Standard. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity 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 non-Federal entity must comply with the requirements of 37 C.F.R. 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 FEMA. See 2 C.F.R. Part 200, Appendix II(F).
- b.** Applicability. This requirement applies to “*funding agreements*,” but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- c.** Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

- a.** Standard. If applicable, contracts must contain a provision that requires the contractor 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 FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).
- b.** Applicability. This requirement applies to contracts awarded by a non-federal entity of

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amounts in excess of \$150,000 under a federal grant.

- c.** Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

- a.** Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).
- b.** Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- c.** Requirements.
 - i.** These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for

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participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that 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. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

- ii. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any non-procurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipients.
- iii. Specifically, a covered transaction includes the following contracts for goods or services:
 - 1. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - 2. The contract requires the approval of FEMA, regardless of amount.
 - 3. The contract is for federally-required audit services.
 - 4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

- a. Standard.** 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. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 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 Federal awarding agency.
- b. Applicability.** This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- c. Suggested Language.**

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall 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 shall 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 recipient who in turn will forward the certification(s) to the awarding agency.

- d. Required Certification.** If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 any

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Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any 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 contract, grant, loan, 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Liquidity Services Operations, LLC dba GovDeals, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

DocuSigned by:



CCB19588953C4C6
Signature of Contractor's Authorized Official

Michael Price Vice President, Revenue

Name and Title of Contractor's Authorized Official

7/22/2024

Date

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11. PROCUREMENT OF RECOVERED MATERIALS

- a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.
- b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.
- c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. 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 by 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.
- d. Suggested Language.
 - i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 2. Meeting contract performance requirements; or
 3. At a reasonable price.
 - ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
 - iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all

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manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

13. ACCESS TO RECORDS

- a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

- i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. CHANGES

- a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.
- b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

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15. DHS SEAL, LOGO, AND FLAGS

- a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).
- b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

- a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.
- b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

17. NO OBLIGATION BY FEDERAL GOVERNMENT

- a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the 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.
- c. "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."

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

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- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."
- d. In the event FTA or DOT funding is used by a Participating Public Agency, Contractor further acknowledges U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, and apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**FEDERAL TRANSIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT)
SPECIAL CONDITIONS**

Awarded Supplier(s) (also referred to as Contractors) may be asked to provide products and services to agencies following Federal Transit Administration and/or Department of Transportation requirements. By submitting a response, the Supplier is accepting these FTA and DOT Special Conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).

(1) The Participating Public Agency and contractor/vendor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the purchaser, contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified,

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except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

(1) The contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies, "49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the contractor to the extent the Federal Government deems appropriate.

(2) The contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. § 5323(l) on the contractor, to the extent the Federal Government deems appropriate.

(3) The contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ACCESS TO RECORDS AND REPORTS

(1) Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

(2) Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

(3) Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

(4) Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

OMNIA PARTNERS EXHIBITS
EXHIBIT F - FEDERAL FUNDS CERTIFICATIONS

FEDERAL CHANGES

(1) Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

Contractor agrees to:

- a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (a)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS

The Participating Public Agency is an Equal Opportunity Employer. As such, the Participating Public Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Participating Public Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

(1) Nondiscrimination – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. 20000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, section 202 of the Americans with disabilities Act of 1990, 42 U.S.C. 12132, and Federal transit law at 49 U.S.C. 5332, the contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying contract:

- (a) **Race, Color, Creed, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take

OMNIA PARTNERS EXHIBITS
EXHIBIT F - FEDERAL FUNDS CERTIFICATIONS

affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- (b) **Age** - In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- (c) **Disabilities** - In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The contractor also agrees to include these requirements in each subcontract financed whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

INCORPORATION OF FTA 4220.1F TERMS

(1) The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any Participating Public Agency request, which would cause the Participating Public Agency to be in violation of the FTA terms and conditions.

(2) Flow Down – The incorporation of FTA terms has unlimited flow down.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or

OMNIA PARTNERS EXHIBITS
EXHIBIT F - FEDERAL FUNDS CERTIFICATIONS

- 4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).
- 5) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).
- 6) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of Participating Public Agency.
- 7) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 et seq. and 41 CFR Part 301-10.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

- 1) The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any Participating Public Agency request, which would cause the Participating Public Agency to be in violation of the FTA terms and conditions.
- 2) Flow Down – The incorporation of FTA terms has unlimited flow down.

SUSPENSION AND DEBARMENT

OMNIA PARTNERS EXHIBITS
EXHIBIT F - FEDERAL FUNDS CERTIFICATIONS

The Contractor shall comply and facilitate compliance with U.S. DOT regulations,

“Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Government Wide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government’s express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

CARGO PREFERENCE REQUIREMENTS

Use of United States-Flag Vessels. The contractor agrees:

- 1) To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.
- 2) To furnish within 20 working days following the date of loading for shipments originating within

OMNIA PARTNERS EXHIBITS
EXHIBIT F – FEDERAL FUNDS CERTIFICATIONS

the United States or within 30 days following the date of loading for shipments originating outside the United States, a legible copy of a rated, “on-board” commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington D.C. 20590 and the FTA recipient (through the contractor in the case of a subcontractor’s bill-of lading).

- 3) To include these requirements in all subcontracts issued pursuant to the contract when the subcontract may involve the transport of equipment, materials, or commodities by ocean vessel.

FLY AMERICA

Fly America Requirements:

- 1) Definitions. As used in this clause- “International air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. “United States” means the 50 States, the District of Columbia, and outlying areas. “U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.
- 2) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.
- 3) If available, the contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
- 4) In the event that the contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403.

Stated Reason(s): _____

- 5) The contractor shall include the substance of this clause, including this paragraph, in each subcontract or purchase under this contract that may involve international air transportation.

RECYCLED PRODUCTS

OMNIA PARTNERS EXHIBITS
EXHIBIT F - FEDERAL FUNDS CERTIFICATIONS

- 1) The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

When applicable:

- 1) Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 and as amended by MAP-21 23 U.S.C. § 517(d), note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

ADA ACCESS

- 1) In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

SAFE OPERATION OF MOTOR VEHICLES

- 1) *Seat Belt Use* - The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Participating Public Agency.
- 2) *Distracted Driver* - The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

PROMPT PAYMENT

- 1) The Prime Contractor shall pay any Subcontractor for work that has been satisfactorily performed no later than thirty (30) days from the date of the Prime Contractor's receipt of each payment made by the Participating Public Agency. Additionally, within thirty (30) days of satisfactory completion of all work required of the Subcontractor, the Prime Contractor shall release any retainage payments withheld to the Subcontractor.

FTA PROTEST NOTIFICATION

A protestant must exhaust all Participating Public Agency Procurement administrative procedures and remedies before pursuing a protest with the FTA.

- 1) Any and all protests shall be in writing and shall be filed with the Purchasing Manager with the Participating Public Agency. A protest relating to the process for determining the most responsive

OMNIA PARTNERS EXHIBITS
EXHIBIT F - FEDERAL FUNDS CERTIFICATIONS

and responsible contractor shall be filed within five (5) business days after the protestor knows or should have known the basis of the determination. The Contract Officer shall respond to a protest within fourteen (14) calendar days after the receipt of the protest. The Purchasing Manager may grant the Contract Officer an extension for the response if warranted. A request for reconsideration of any and all determinations by the Contract Officer shall be filed with the Purchasing Manager within seven (7) calendar days after the receipt of the determination.

- 2) A protest shall include:
 - a. The name, address, and telephone number, including FAX number if available, of the protestor;
 - b. The signature of the protestor or authorized representative;
 - c. Identification of the contract/solicitation;
 - d. A detailed statement of the legal and/or factual grounds of protest including copies and/or citations of relevant documents, and;
 - e. The form of relief requested.
- 3) If any of the above information is omitted or incomplete, then the Protestor shall be notified, in writing, within two (2) calendar days after that determination, and the Protestor shall have two (2) calendar days in which to remedy the specified problem.
- 4) The Participating Public Agency will not make award prior to the resolution of a protest, or open bids prior to resolution of a protest filed before bid opening unless the Purchasing Manager determines in writing that it is in the best interests of the Participating Public Agency or in keeping with Item 7 of this procedure to do otherwise. Potential contractors will be advised of a pending protest if the protest is filed before award.
- 5) The Purchasing Manager may allow for an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties include all bidding contractors, and may also include a subcontractor or supplier provided they have a substantial economic interest in a portion of the IFB or RFP.
- 6) The Purchasing Manager shall respond "in writing", in detail, to each substantial issue raised in the protest. The Purchasing Manager has the sole authority to make determinations for the Participating Public Agency, and a determination shall be considered final when it is labeled as such. A request for reconsideration will be allowed by the Purchasing Manager if he determines that data has become available that was not previously known, or that there has been an error of law or regulation.
- 7) The Participating Public Agency may proceed with procurement when a protest is pending if the Participating Public Agency determines that:
 - a. The items to be procured are urgently required;
 - b. Delivery or performance will be unduly delayed by failure to make the award promptly; or
 - c. Failure to make award will otherwise cause undue harm to the grantee for the Federal Government.
- 8) FTA will only entertain a protest that alleges:
 - a. The Participating Public Agency failed to have or to adhere to its protest procedures, or

OMNIA PARTNERS EXHIBITS
EXHIBIT F - FEDERAL FUNDS CERTIFICATIONS

failed to review a complaint or protest; or

b. Violations of Federal law or regulation.

- 9) A protest to FTA must be filed in accordance with FTA Circular 4220.1F, available from the Contract Officer. Specifically, protestors shall file a protest with FTA Region 9 or FTA Headquarters Office no later than five (5) days after a final decision is rendered under the Participating Public Agency's protest procedure. In instances where the protestor alleges that the Participating Public Agency failed to make a final determination on the protest, protestors shall file a protest with FTA not later than five (5) calendar days after the protester knew or should have known of the grantee's failure to render a final determination on the protest.

A protest filed with FTA shall:

- a. Include the name and address of the protestor.
- b. Identify the grantee, project number, and the number of the contract solicitation.
- c. Contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to have or adhere to protest procedures, failure to review a complaint or protest; or Violation of Federal law or regulation.

Include a copy of the local protest filed with the grantee and a copy of the grantee's decision, if any.

Offeror agrees to comply with all terms and conditions outlined in the FEMA and Additional Federal Funding Special Conditions section of this solicitation.

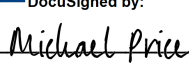
Offeror's Name: Liquidity Services Operations, LLC dba GovDeals

Address, City, State, and Zip Code:
6931 Arlington Rd., Ste. 460, Bethesda, MD 20814

Phone Number: 334-306-6401 Fax Number: 334-387-0519

Printed Name and Title of Authorized Representative:
Michael Price Vice President, Revenue

Email Address: vendor@govdeals.com

Signature of Authorized Representative: 

Date: 7/22/2024

DocuSigned by:

CCB19588953C4C0...

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 | Statement of Ownership Disclosure |
| DOC #2 | Non-Collusion Affidavit |
| DOC #3 | Affirmative Action Affidavit |
| DOC #4 | Political Contribution Disclosure Form |
| DOC #5 | Stockholder Disclosure Certification |
| DOC #6 | Disclosure of Investment Activities in Iran, Russia and Belarus |
| DOC #7 | New Jersey Business Registration Certificate |
| DOC #8 | EEOAA Evidence |
| DOC #9 | McBride-Principles |

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.

DOC #1

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Liquidity Services Operations, LLC dba GovDeals

Organization Address: 6931 Arlington Rd., Ste. 460, Bethesda, MD 20814

Part I Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☐ For-Profit Corporation (any type) ☒ Limited Liability Company (LLC)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): _____

Part II

- ☒ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

| Name of Individual or Business Entity | Home Address (for Individuals) or Business Address |
|---------------------------------------|--|
| Liquidity Services, Inc. | 6931 Arlington Rd., Ste. 460, Bethesda, MD 20814 |
| | |
| | |
| | |

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

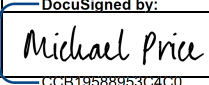
| Website (URL) containing the last annual SEC (or foreign equivalent) filing | Page #'s |
|---|----------|
| https://investors.liquidityservices.com/static-files/1925d261-b2bc-495c-878e-54e7d04a359a | 31 |
| | |
| | |

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

| Stockholder/Partner/Member and Corresponding Entity Listed in Part II | Home Address (for Individuals) or Business Address |
|---|--|
| | |
| | |
| | |

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; 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 am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

| | | | |
|--------------------|---|--------|-------------------------|
| Full Name (Print): | Michael Price | Title: | Vice President, Revenue |
| Signature: |  CCB19588953C4C0... | Date: | 7/22/2024 |

DOC #2

NON-COLLUSION AFFIDAVIT

| STANDARD BID DOCUMENT REFERENCE | |
|---------------------------------|--|
| | |
| | Reference: VII-H |
| Name of Form: | NON-COLLUSION AFFIDAVIT |
| Statutory Reference: | No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15 |
| Instructions Reference: | Statutory and Other Requirements VII-H |
| Description: | The Owner’s use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding. |

DOC #3

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

Company Name: Liquidity Services Operations, LLC dba GovDeals

Street: 6931 Arlington Rd., Ste. 460

City, State, Zip Code: Bethesda, MD 20814

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 photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

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 project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.
- 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.

7/22/2024

Date

DocuSigned by:

Michael Price

Vice President, Revenue

Authorized Signature and Title

Certification 62759

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-JUL-2023** to **15-JUL-2026**

**LIQUIDITY SERVICES OPERATIONS, LLC
100 CAPITOL COMMERCE BLVD
MONTGOMERY AL 36117**



Elizabeth Maher Muoio
ELIZABETH MAHER MUOIO
State Treasurer

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 its 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).

DocuSigned by:

Michael Price

GGB19588953G4G0...

Signature of Procurement Agent

DOC #4

C. 271 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.

DOC #4, continued

A. 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


C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

| | | | |
|--------------|---|-----------|------------|
| Vendor Name: | Liquidity Services Operations, LLC dba GovDeals | | |
| Address: | 6931 Arlington Rd., Ste. 460 | | |
| City: | Bethesda | State: MD | Zip: 20814 |

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

DocuSigned by:

Signature Michael Price Printed Name Vice President, Revenue Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

| Contributor Name | Recipient Name | Date | Dollar Amount |
|------------------|----------------|------|---------------|
| None | | | \$ |
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☐ Check here if the information is continued on subsequent page(s)

DOC #4, continued

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.**

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:

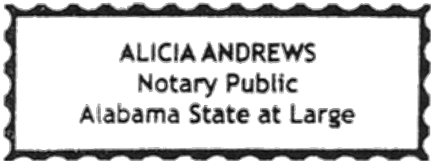
- ☐ Partnership
- ☐ Corporation
- ☐ Sole Proprietorship
- ☐ Limited Partnership
- ☒ Limited Liability Corporation
- ☐ Limited Liability Partnership
- ☐ Subchapter S Corporation

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

Stockholders:

| | |
|--|---------------|
| Name: Liquidity Services, Inc. | Name: |
| Home Address: | Home Address: |
| 6931 Arlington Rd., Ste. 460, Bethesda, MD 20814 | |
| Name: | Name: |
| Home Address: | Home Address: |
| Name: | Name: |
| Home Address: | Home Address: |

| | |
|--|--|
| Subscribed and sworn before me this 22 day of July, 2024 | DocuSigned by: Michael Price CCB19588953C4C9... (Affiant) |
| (Notary Public) Alicia Andrews 0AD97165179A49A... My Commission expires: April 6, 2026 | Michael Price Vice President, Revenue (Print name & title of affiant) |
| DS | (Corporate Seal) |



DOC #6

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN, RUSSIA AND BELARUS
N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) and N.J.S.A. 52:32-60.1

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) and N.J.S.A. 52:32-60.1 any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran, Russia or Belarus. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/>. Vendors/Bidders must review this list prior to completing the below certification. If the Qualified Purchasing Agent of the Atlantic County Utilities Authority finds a person or entity to be in violation of the law, 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.

CHECK THE APPROPRIATE BOX

I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), and N.J.S.A. 52:32-60.1 that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran, Russia or Belarus.

**OR**

I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____

Relationship to Vendor/ Bidder _____

Description of Activities _____

Duration of Engagement _____

Anticipated Cessation Date _____

*Attach Additional Sheets If Necessary.***CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the ACUA is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the ACUA to notify the Qualified Purchasing Agent in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the ACUA, I am permitting the ACUA to declare any contract(s) resulting from this certification void and unenforceable.

Michael Price

Printed Name of Authorized Agent

Vice President, Revenue

Title

Liquidity Services Operations, LLC

Company Name

DocuSigned by:

Michael Price

Signature of Authorized Agent

7/22/2024

Date

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.

<https://www.njportal.com/DOR/BusinessRegistration/>



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: LIQUIDITY SERVICES OPERATIONS LLC

Trade Name:

Address: 6931 ARLINGTON RD STE 460
BETHESDA, MD 20814-5269

Certificate Number: 1482481

Effective Date:

Date of Issuance: July 22, 2024

For Office Use Only:

20240722123628186

DOC #8

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at: http://www.state.nj.us/treasury/contract_compliance/pdf/pa.pdf for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: Michael Price

Title: Vice President, Revenue

Signature:  CCB19588953C4G0...

Date: 7/22/2024

Certification 62759

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-JUL-2023** to **15-JUL-2026**

LIQUIDITY SERVICES OPERATIONS, LLC
100 CAPITOL COMMERCE BLVD
MONTGOMERY AL 36117



A handwritten signature in black ink, reading "Elizabeth Maher Muoio", is written over the printed name.

ELIZABETH MAHER MUOIO
State Treasurer

DOC #9

MCBRIDE-PRINCIPLES**STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY****33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230****MACBRIDE PRINCIPALS FORM****BID SOLICITATION #:** 24-06**VENDOR/BIDDER:** Liquidity Services Operations, LLC**VENDOR'S/BIDDER'S REQUIREMENT
TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS
AND NORTHERN IRELAND ACT OF 1989**

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such 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.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

☒ The Vendor/Bidder has no business operations in Northern Ireland; or

OR

☐ The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of **my** agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

DocuSigned by:

Michael Price

7/22/2024

Signature

Date

Michael Price

Vice President, Revenue

Print Name and Title



December 17, 2024

Michael Price
Vice President
Liquidity Services Operations, LLC dba GovDeals
6931 Arlington Rd., Ste 460
Bethesda, MD 20814
vendor@govdeals.com

Re: Award of Contract # R240602

Dear Michael Price:

Per official action taken by the Board of Directors of Region 4 Education Service Center on December 17, 2024, we are pleased to announce that Liquidity Services Operations, LLC dba GovDeals has been awarded a (3) three-year contract for the following, based on the online proposal RFP# R240602 opened on August 5, 2024:

Commodity/Service

Supplier

Auctioneer Services


Liquidity Services Operations, LLC dba GovDeals

This contract is effective December 17, 2024, and will expire on December 31, 2027. As indicated above, your contract number is R240602. This contract may be renewed annually for an additional two (2) years if mutually agreed upon by Region 4 ESC and Liquidity Services Operations, LLC dba GovDeals.

Your participation in the proposal process is appreciated and we look forward to a successful partnership. Please feel free to provide copies of this letter to your sales representative(s) to assist in their daily course of business.

If you have any questions, please contact our Procurement Department at 713-462-7708 or questions@esc4.net.

Sincerely,

Signed by:

A5A9F62707BB46B...
Adam Labor
Procurement Director

REGION 4 EDUCATION SERVICE CENTER

Contract # R240602

for

**AUCTIONEER SERVICES AND RELATED
PRODUCTS AND SERVICES**

with

LIQUIDITY SERVICES OPERATIONS, LLC dba GOVDEALS

Effective: December 17, 2024

The following documents comprise the executed contract effective: December 17, 2024

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the RFP
- III. Request for Proposal and Any Addenda, incorporated by reference

APPENDIX A

CONTRACT

*This Contract ("**Contract**") is made as of _____, 202X by and between Liquidity Services Operations, LLC dba GovDeals ("**Contractor**") and Region 4 Education Service Center ("**Region 4 ESC**") for the purchase of Auctioneer Services and Related Products and Services ("the products and services").*

RECITALS

Auctioneer Services and Related Products and Services

WHEREAS, Region 4 ESC issued Request for Proposals Number 24-06 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 initial term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right in its sole discretion to renew the Contract for an additional term of up to two (2) years or for a lesser period of time as determined by Region 4 ESC by providing written notice to the Contractor of Region 4 ESC's intent to renew thirty (30) days prior to the expiration of the original term. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Contract. Notwithstanding the forgoing paragraph, the term of the Contract, including any extension of the original term, shall be further extended until the expiration of any Purchase Order issued under the Contract for a period of up to one year beyond the Contract term.
- 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
 - 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 for a period of up to one year beyond the term 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 Liquidity Services Operations, LLC dba GovDeals
Address 6931 Arlington Rd., Ste. 460
City/State/Zip Bethesda, MD 20814
Telephone No. 334-306-6401
Email Address vendor@govdeals.com
Printed Name Michael Price
Title Vice President

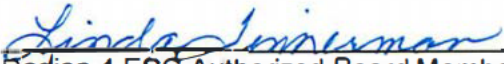
Authorized signature 
DocuSigned by: Michael Price
CCB19588953C4C0...

4 ESC: Contract No. _R240602

Initial Contract Term 12/17/2024 to ~~10/31/2027~~ 12/31/2027

DS


Initial



Region 4 ESC Authorized Board Member

12/17/2024
Date

Linda Tinnerman
Print Name


Region 4 ESC Authorized Board Member

12/17/2024
Date

Victor E. White
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.

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

| Section/Page | Term, Condition, or Specification | Exception/Proposed Modification | Accepted (For Region 4 ESC's use) |
|---|--|--|--------------------------------------|
| Exhibit A, Response for National Cooperative Contract; Section 1.2 Marketing, Sales, and Admin. Support | "Suppliers are required to pay an Administrative Fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal." | GovDeals respectfully proposes to pay an administrative fee of 2% of revenue. This is in line with our previous OMNIA contract, as well as our contracts with comparable national cooperative contracts. Should this exception be of concern to the Evaluation Committee, our company leaders would be happy to discuss this matter with ESC4/OMNIA. | OMNIA Negotiated |
| Exhibit A, Response for National Cooperative Contract, Section 1.5 Objectives of Cooperative Program | B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide; | Although we are unable to commit to endorsing OMNIA's award as our "primary" contracting tool, it will be promoted as "one of our primary" contracting tools. 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. | OMNIA Negotiated |



24-06 Addendum 3

Liquidity Services Operations, LLC

Liquidity Services Operations, LLC

Supplier Response

Event Information

Number: 24-06 Addendum 3
Title: Auctioneer Services
Type: Request for Proposal
Issue Date: 6/21/2024
Deadline: 8/5/2024 02:00 PM (CT)
Notes: **PLEASE NOTE THAT THE BOARD MEETING DATE HAS BEEN CHANGED TO OCTOBER 29, 2024.**

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.

Only online proposals will be accepted. Proposals must be submitted via Region 4 ESC's online procurement system:
region4esc.ionwave.net.

No manual, emailed, or faxed proposals will be accepted.

NON-MANDATORY PRE-PROPOSAL CONFERENCE

Meeting to be held on
Tuesday, July 16, 2024 at 11:00 am
via ZOOM. Click [here](#) to join.

Offerors are strongly encouraged, but not required to participate in a pre-proposal conference with the Procurement and Operations

Specialist.

Contact Information

Address: Finance and Operations
7145 West Tidwell Road
TX 77092

Email: questions@esc4.net

Liquidity Services Operations, LLC Information

Contact: Alicia Andrews
Address: PO Box 242457
Montgomery, AL 36124
Phone: (800) 613-0156
Email: vendor@govdeals.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Michael Price

Signature

Submitted at 8/2/2024 04:17:34 PM (CT)

vendor@govdeals.com

Email

Requested Attachments

- Texas Government Code 2270 Verification Form

Please complete the Texas Government Code 2270 Verification Form, located on the Attachments tab, and upload the completed document here.

01 Texas Government Code 2270 Verification Form - Appendix C Doc 4 - MP.pdf
- Value Added Services

Provide any additional information related to products and services the Offeror proposes to enhance and add value to the Contract. For example, a proposal for furniture may include additional value-added selections such as installation, white glove delivery options, setup/cleaning, classroom design/layout, special orders, etc. (OPTIONAL)

02 Value Added Services - LSO GovDeals.pdf
- Products and Pricing

Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

03 Products and Pricing - LSO GovDeals.pdf
- Contract and Offer Form and Deviation Form

Please complete the Contract and Offer Form and Deviation Form, located on the Attachments tab, and upload the completed document here.

04 Contract and Offer Form and Appendix B Deviations Form - MP.pdf
- Disclosure of Interested Parties form or Evidence of Exemption

If you are required under statute to submit a Disclosure of Interested Parties form (1295 form), you must do so here. Section 6 must be completed in its entirety. Alternatively, if you are exempt under the statute, you must provide documentation affirming your exemption. (REQUIRED, see Attribute titled "DISCLOSURE OF INTERESTED PARTIES")

05 Disclosure of Interested Parties - Appendix C Doc 3 - Form - MP.pdf
- Additional Agreements Offeror will require Participating Agencies to sign.

Upload any additional agreements offeror will require Participating Agencies here.

No response
- Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy

Please complete the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy, located on the Attachments tab, and upload the completed document here.

07 Acknowledgment and Acceptance of Open Records - Appendix C Doc 1-revised - MP.pdf

Antitrust Certification Statements

08 Antitrust Certification
Statements - Appendix C Doc 2 -
FINAL - AA MP.pdf

Please complete the Antitrust Certification Statements, located on the Attachments tab, and upload the completed document here.

Diversity, HUB Certifications

No response

If your firm holds a certification from certifying agencies related to M/WBE, DBE, HUB, or other diverse business designations, you may upload the certificate here. (OPTIONAL)

Conflict of Interest Questionnaire

No response

If a conflict exists that requires the submission of a Conflict of Interest Questionnaire (CIQ), complete and upload the document here. (REQUIRED ONLY IF A CONFLICT EXISTS, see Attribute titled "CONFLICT OF INTEREST QUESTIONNAIRE" for additional information.)

W-9 Upload

11 W-9 LSO.pdf

Interested offerors must upload an updated Form W-9 prior to submitting a proposal.

OMNIA Partners - Exhibit F Federal Funds Certifications

12 Exhibit F Federal Funds
Certifications Form - MP.pdf

Please complete the OMNIA Partners - Exhibit F Federal Funds Certifications, located on the Attachments tab, and upload the completed documents here.

OMNIA Partners - Exhibit G New Jersey Business Compliance

13 Exhibit G New Jersey
Compliance Form for REGION IV
ESC - MP.pdf

Please complete the OMNIA Partners - Exhibit G New Jersey Business Compliance forms, located on the Attachments tab, and upload the completed documents here.

Bid Attributes

| | |
|---|---|
| 1 | <p>CONTRACT DURATION</p> <p>{MODIFY DATES AND DELETE THIS NOTE}</p> <p>The initial term of the Contract is for a period of three (3) years unless terminated, canceled, or extended as otherwise provided herein. Region 4 ESC shall have the right in its sole discretion to renew the Contract for additional terms up to two (2) years after the end of the initial term or for a lesser period of time as determined by Region 4 ESC by providing written notice to the Contractor of Region 4 ESC's intent to renew thirty (30) days prior to the expiration of the original term. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Contract. In the event the proposal term, including renewals, ends before another proposal is executed, proposal prices and discounts may be extended on a month-to-month basis by mutual consent. Extensions are limited to the lesser of: a) six (6) additional monthly terms, or b) the time which is required to complete a new solicitation for the goods and services provided for in this solicitation. Notwithstanding the foregoing paragraph, the term of the Contract, including any extension of the original term, shall be further extended until the expiration of any Purchase Order issued within the Contract term for a period of up to one year beyond the Contract term.</p> <p><input checked="" type="checkbox"/> I certify compliance with this attribute.</p> |
| 2 | <p>NAME OF INDIVIDUAL COMPLETING THIS PROPOSAL</p> <p>ALICIA ANDREWS</p> |
| 3 | <p>HOW MANY YEARS HAS YOUR BUSINESS OPERATED UNDER ITS PRESENT NAME</p> <p>5</p> |
| 4 | <p>WHAT IS YOUR CURRENT NUMBER OF CUSTOMER ACCOUNTS?</p> <p>19000</p> |

5 WHAT ARE YOUR BUSINESS HOURS?

Customer Service: 8am to 7pm ET (Mon-Fri); and each Agency's Account Manager is on call 24/7

6 IS 30 DAYS AFTER RECEIPT OF INVOICE AN ACCEPTABLE PAYMENT SCHEDULE FOR YOUR BUSINESS?

If Yes, type "YES".

If No, describe your payment schedule in the field provided.

Yes this is acceptable; Most clients choose our "withholding" option, in which no fees are due to GovDeals, as any applicable fees are withheld from auction proceeds

7 WHAT IS THE STANDARD LEAD TIME FOR RECEIPT OF PRODUCTS AFTER ORDER IS RECEIVED (ARO), IN DAYS?

Provide your answer in number of DAYS after receipt of order (ARO).

N/A No products will be sold; vendor is a service provider. Account creation can be completed within 5 business days ARO.

8 ACCOUNT MANAGER NAME

Please indicate the name of the account manager we should speak to with concerns about the products and/or services in this proposal.

Les Bailey

9 ACCOUNT MANAGER EMAIL

vendor@govdeals.com

10 ACCOUNT MANAGER PHONE

(910) 850-3115

11 PAYMENT REMITTANCE ADDRESS

PO Box 242457, Montgomery, AL 36124

12 PAYMENT REMITTANCE PHONE

(800) 613-0156 x4

13 CONTRACT/PURCHASE ORDER/QUOTE EMAIL

Vendors may choose to have purchase orders emailed to them in PDF format in lieu of having them faxed or mailed. To elect this option, please offer the preferred email address in the accompanying field. This email address will apply to any purchases from your company, so the use of a generic email address is suggested, such as bids@companyname.com or purchaseorders@businessname.com.

vendor@govdeals.com

14 CONTRACT/PURCHASE ORDER/QUOTE FAX NUMBER, IF APPLICABLE

If applicable, please provide a fax number to send orders and quote requests.

(334) 306-6401

15 REQUIRED REFERENCE QUOTE OR CONTRACT NUMBER, IF APPLICABLE

Enter your quote or contract number and/or any other information our staff would need provide on the face of purchase orders in order to receive discount percentages and contract pricing.

No response

**1
6 COMPANY WEBSITE ADDRESS, IF APPLICABLE****1
7 HOW WERE YOU NOTIFIED OF THIS BID OPPORTUNITY?**

In order to verify the efficiency of communication tools used to notify vendors of bidding opportunities, we ask that you provide us with the manner in which you received notification of this request for bid/proposal.

**1
8 REFERENCE 1**

Please provide the reference of a school and/or business who have utilized the same equipment/products within the last two years. Include Company/Government name, address, contact name, and contact phone number.

**1
9 REFERENCE 1 EMAIL****2
0 REFERENCE 2**

Please provide the reference of a school and/or business who have utilized the same equipment/products within the last two years. Include Company/Government name, address, contact name, and contact phone number.

**2
1 REFERENCE 2 EMAIL****2
2 REFERENCE 3**

Please provide the reference of a school and/or business who have utilized the same equipment/products within the last two years. Include Company/Government name, address, contact name, and contact phone number.

**2
3 REFERENCE 3 EMAIL****2
4 THE U.S. STATE YOUR PRINCIPAL PLACE OF BUSINESS IS LOCATED.****2
5 RECIPROCITY**

For Businesses not located in Texas: Does your state of residence or incorporation require out-of-state bidders to underbid vendors residing in your state by a prescribed amount or percentage to receive a comparable contract? If Yes, please input that percentage; If No, please leave the adjacent field blank.

**2
6 PARTIAL AWARD ACCEPTANCE**

REGION 4 ESC retains the right to award this contract in such a manner that it receives the best overall value for the goods and/or services requested in this request for proposal or bid, which may include awarding to multiple vendors.

☒ I understand.

2
7**PURCHASE ORDER POLICY**

REGION 4 ESC purchases tangible goods and services through the use of approved Purchase Orders. Vendors are highly discouraged from sending products, and/or performing services without prior receipt of an approved District Purchase Order. While campuses and departments may call for quotes and information, please be advised the District is not obligated to pay for any services and/or products ordered via telephone or email in without the presence of a properly executed Purchase Order.

☒ I understand.
2
8**ADDENDA NOTIFICATIONS**

Any addenda to this proposal will be issued electronically through this system. It is vendor's responsibility to review addenda upon e-mailed notice and retract/amend their submission as deemed necessary. REGION 4 ESC may choose to mark a proposal received prior to the issuance of an addendum as non-responsive should REGION 4 ESC, in its sole determination, finds the addendum to be of such material change that it warrants such determination. If such proposal is found non-responsive, REGION 4 ESC will not consider the proposal for evaluation or further consideration.

☒ I understand.
2
9**Provide equipment manufacturer, equipment types and discounts off published list price.**

N/A

3
0**Define any freight charges.**

N/A

3
1**Describe how Offeror responds to emergency orders.**

In our industry, the most common urgent requests occur when a Seller encounters a large volume 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 the Agency take photographs of their surplus assets and create their auction listings, ensuring the urgent need can be resolved within 2-4 weeks.

3
2**What is Offeror's average Fill Rate?**

N/A Service Provider

3
3**What is Offeror's average on time delivery rate? Describe Offeror's history of meeting the shipping and delivery timelines.**

N/A Service Provider

3
4**Describe Offeror's return and restocking policy.**

N/A Service Provider

3
5**Describe Offeror's ability to meet service and warranty needs.**

With more than 100 direct, full-time employees, including field-based Account Managers and Business Development Managers across the United States and Canada, GovDeals is thoroughly prepared to seamlessly continue serve Participants, regardless of the agencies' locations or sizes.

3
6**Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.**

• Bidders/Buyers: GovDeals provides multilingual bidder support from a dedicated, U.S.-based Customer Service center staffed by 15 experienced GovDeals employees. • Clients/Participants: If a Participant encounters technical issues or needs help resolving a problem, the Participant's Account Manager may be contacted 24 hours a day and will work with all members of the Agency's staff to timely resolve any problem encountered. • Escalation and Problem Resolution: GovDeals' management is sensitive to the needs of our clients and takes complaints from clients very seriously. As such, when management is made aware of a problem causing distress to a client, the matter is given top priority to resolve the issue and prevent reoccurrence of the problem. The GovDeals management team will evaluate the complaint and address the issue with urgency, involving a steering committee if appropriate. Personnel matters are addressed by the staff member's manager and the company's senior management.

3
7**Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.**

• Bidder Invoicing: At close of auction, winning bidders will automatically be sent a Buyer's Certificate (example shown on Page XX). 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 when applicable. • Seller Invoicing: The Invoicing Report, also referred to as the reconciliation statement, details all assets sold each month. Although the majority of our sellers are not required remit payment to GovDeals, this statement is sent to the seller to summarize the month's financial transactions. The report displays item description, inventory ID number, date sold, sold amount, fee percentage and amount, seller/buyer certificate ID number, and credit details if any. GovDeals accepts payments from Sellers by ACH (preferred), credit card/P-Card, and checks.

3
8**Describe Offeror's contract implementation/customer transition plan.**

GovDeals' implementation/customer transition plan and training details are provided in Products and Pricing: Part A.

3
9**Describe the financial condition of Offeror.**

Over the past 23 years, GovDeals has transacted over \$4.6 billion through our auction website (www.GovDeals.com) without a single claim filed against it by a bidder or a seller. As a testament to the success of our financial settlement services, GovDeals collects, protects, and remits payments for 96% of our 19,000+ government clients. All payment disputes after pickup of an asset are handled by GovDeals, eliminating liability on part of the Participant. And unlike some auction companies, GovDeals does not withhold payment of a Seller's auction proceeds during the 30-day chargeback liability window. GovDeals is covered by a \$10M insurance policy that protects each of our Clients against any loss of funds. Liquidity Services is a publicly held corporation with stock traded on the NASDAQ stock exchange under the call letters LQDT. As a publicly traded company, Liquidity Services and GovDeals are bound by strict federal procedures that regulate our business's financial matters.

4
0**Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.**

www.GovDeals.com

4
1**Describe the Offeror's safety record.**

GovDeals maintains an excellent safety record. We prioritize routine safety training and utilization of best practices while on site at client sites. Additionally, GovDeals carries substantial insurance coverage in case of damage or injury in the performance of duties.

4
2**Provide a brief history of the Offeror, including year it was established and corporate office location.**

GovDeals was established in 1999. Our corporate office is located at 6931 Arlington Rd., Suite 460, Bethesda, MD 20814. When the first online auctions were conducted on GovDeals in 2001, the platform's early adopters were pleased that the platform not only satisfied all their agencies' internal compliance needs but also garnered 20% or more returns compared to traditional live auction sales. GovDeals' innovative marketing techniques were the catalyst for that success and continue to this day.

4
3**Describe Offeror's reputation in the marketplace.**

GovDeals is the largest marketplace that caters auction services to government, educational, and related entities. Today, over 19,000 federal, state, and local government agencies have transitioned some or all of their surplus auctions to GovDeals. Our company has facilitated the sale of over 3.2 million government-owned assets/lots for total online auction sales surpassing \$4.6 billion. In Texas alone, over 900 government entities have successfully sold over 120,000 surplus assets/lots for total auction sales exceeding \$210 million!

4
4**Describe Offeror's reputation of products and services in the marketplace.**

GovDeals was founded to provide online auction services to government agencies, and we have been solely focused on building, providing, and continuously improving these services 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. Our diverse team of auction professionals is committed to your success.

4
5**Describe if distributors/dealers/resellers/subsidiaries/partners ("affiliates") will be used to fulfill the contract. Submit a list of those affiliates authorized to sell under the proposed contract.**

Where and how does Offeror propose to maintain an authorized affiliate list so it may be accessed by Participating Agencies? How often does the supplier propose to update the affiliate list? Confirm the Offeror reviews the financial health, debarment status and overall general capacity of authorized affiliates. Offerors who use authorized affiliates are responsible for ensuring authorized affiliates are performing in accordance with the contract.

Distributors/dealers/resellers will not be used to fulfill the contract. Subsidiaries and partners are described in the Value Add section of our company's proposal.

4
6**Describe the experience and qualifications of key employees.**

GovDeals is committed to sharing our strategy knowledge with all Participants through very interactive and hands-on service. GovDeals will be a true partner with OMNIA and its Participants to enable effective management of each Participant's surplus assets. Key personnel directly serving each Participant will be an Account Manager and a regional Business Development Manager focused on your specific goals. The Account Managers, based throughout the U.S. and Canada to cover all regions of our service area, will provide on-site and remote consultations, 24/7 on-call support by phone and email, hands-on training, and dedicated service to Participants.

4
7**Describe Offeror's experience working with the government sector.**

GovDeals has been providing online auction services to the government sector for 23 years. As displayed on the enclosed maps, our clients include over 19,000 government agencies across the U.S. and in Canada, and we provide auction services to 34 state governments, including Louisiana, Arkansas, and New Mexico, as well as Texas Comptroller of Public Accounts. GovDeals is the largest online marketplace that provides auction services to government, educational, and related entities. The platform is designed to be user-friendly, with 250+ categories of items ranging from heavy machinery and industrial equipment to office supplies and vehicles, making it easy for potential buyers to find what they're looking for. Our large buyer base of internationally vetted bidders enables an auction success rate exceeding 94%, with the majority of items garnering higher sales prices than typically achieved through other providers.

4
8**Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.**

Neither Liquidity Services Operations LLC dba GovDeals nor its current officers and directors has faced litigation, bankruptcy, reorganization, or state investigations. No clients/sellers or customers/buyers have filed litigation or opened investigations against Liquidity Services.

4
9**Provide Offeror's expertise in working with public sector and understanding of the unique technical regulatory requirements.**

GovDeals has been providing online auction services to the government sector for 23 years. As displayed on the enclosed maps, our clients include over 19,000 government agencies across the U.S. and in Canada, and we provide auction services to 34 state governments, including Louisiana, Arkansas, and New Mexico, as well as Texas Comptroller of Public Accounts. GovDeals is the largest online marketplace that provides auction services to government, educational, and related entities. The platform is designed to be user-friendly, with 250+ categories of items ranging from heavy machinery and industrial equipment to office supplies and vehicles, making it easy for potential buyers to find what they're looking for. Our large buyer base of internationally vetted bidders enables an auction success rate exceeding 94%, with the majority of items garnering higher sales prices than typically achieved through other providers.

5
0**Indicate if Offeror is licensed to do business in all 50 states.**☒ Yes☐ No5
1**Value Add - Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.**

See attachment - Value Added Services

5
2**Include a per diem rate.**

Not applicable

5
3**For Non-Normal Working Hours, indicate if there is a minimum charge of hours and what the number of hours is.**

Not applicable

5
4**Is pricing available for all products and services?**

Yes, with the exception of potential customized services as described in Value Added Services.

5
5**Describe any shipping charges (where applicable).**

Not applicable

5
6**Provide pricing for warranties on all products and services.**

Not applicable

5
7**Describe any return or restocking fees.**

Not applicable

5
8**Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.**

Under this OMNIA contract, Participants utilizing GovDeals' Standard Services will be eligible to receive an additional 1.25% revenue on every completed auction transaction on the GovDeals platform, which will be remitted to Participants along with their auction proceeds (weekly or monthly schedule as chosen by each Participant). This revenue share arrangement is available under the majority of auction/account scenarios, but in the event a reduced fee structure is offered for specific assets or specific clients, the rebate will not apply for reduced fee auctions. In the interest of keeping costs as low as possible for Value-Added Services, availability of Revenue Share for this program will be determined on a case-by-case basis.

5
9**Describe how customers verify they are receiving Contract pricing.**

In selling and billing a service, GovDeals has very few pricing variables and they are based on the same criteria for all selling clients, whether under contract or not. The pricing is a fixed percentage of the price items sell for on GovDeals.com. Because of this, all pricing and pricing changes require management approval. GovDeals has extensive staffing in Account Management, Business Development, and Operations teams that will readily provide verification of contract pricing to any concerned Participant. We strongly believe in transparency, and we have built-in procedures and system tools to ensure account operations are in line with applicable contracts.

6
0**Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category**

discounts should not change over the term of the Contract.

Except as described regarding Value Add/customized services, GovDeals does not anticipate any updates to the pricing structure. Should frequency of certain Value Add services increase to such a level that a nationwide pricing update is warranted, GovDeals will follow OMNIA/Region 4 procedures for requesting a formal update/addendum to the contract.

6
1**Describe how future product introductions will be priced and align with Contract pricing proposed.**

As much as is feasibly possible, GovDeals aligns service pricing as percentage fees, such as Buyer's Premium, and/or specified buyer fees, such as closing fees for real estate sales. While it is not common for GovDeals to add additional service offerings mid-contract, should additional services be offered to OMNIA Participants, we will follow OMNIA/Region 4 procedures for requesting an contract update/addendum.

6
2**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. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

Under the majority of GovDeals' service models, all work is performed by the company's full-time employees. In the event subcontractor utilization is warranted, we routinely put forth Good Faith Efforts to partner with small and/or diverse businesses, including certified disadvantaged businesses, minority-owned businesses, veteran-owned businesses, and woman-owned businesses. We have not generally experienced pricing differentials based on subcontracting with diverse partners vs. large businesses. Liquidity Services is a publicly traded company and is not itself certified as a diverse business.

6
3**Minority Women Business Enterprise Certification**

If yes, list certifying agency.

No response

6
4**Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE) Certification**

If yes, list certifying agency.

No response

6.5 Historically Underutilized Business (HUB) Certification

If yes, list certifying agency.

*No response***6.6 Historically Underutilized Business Zone Enterprise (HUBZone) Certification**

If yes, list certifying agency.

*No response***6.7 Other recognized diversity certificate holder**

If yes, list certifying agency

*No response***6.8 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) Offeror 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 Participant utilizing our current OMNIA contract to notify of the transition to the new OMNIA cooperative contract. Little to no action or changes are expected to be required, but it will be a priority to ensure that OMNIA Participants are informed of the new award and service options that may be available. The first step of this process will include development of marketing communication and informational material to deliver to OMNIA's Participants outlining the benefits and the simplicity of the contract transition. Soon after delivery of this contract marketing material, GovDeals' Business Development teams will provide personal follow-up with these entities to answer any questions they may have. The transition process will include thorough training at each Participant's convenience, documentation, and strategy development as outlined in various sections of this proposal. Implementation and training for OMNIA and each of its Participants will be performed independently by their dedicated Account Managers and will be customized according to each Participant's unique needs. Although current clients may not find additional training necessary because the online auction system's functionality will not be affected by the contract transition, GovDeals' team will offer copies of contract documentation and will take the opportunity to discuss any specific needs or questions each client may have, in alignment with our goals of ongoing communication between GovDeals and our sellers. Although we hold several cooperative purchasing contracts, these agreements do not limit our promotion of other contracts. Our national and regional cooperatives include: • OMNIA Partners – Lead Agency: ESC Region 4, TX • OMNIA Partners – Lead Agency: ESC Region 14, TX • Sourcewell • NASPO ValuePoint – Lead Agency: State of New Mexico • Canoe Procurement Group • Kinetic GPO • BuyBoard – Texas Association of School Boards • E&I Cooperative Services • County of Orange, CA • Pinellas County Board of Commissioners, FL

6.9 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☐ No

7
0

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 Offeror's sales initiatives should communicate:

- Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
- Best government pricing
- No cost to participate
- Non-exclusive

☒ Yes

☐ No

7
1

Confirm Offeror will train its national sales force on the Master Agreement. At a minimum, sales training should include:

- Key features of Master Agreement
- Working knowledge of the solicitation process
- Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
- Knowledge of benefits of the use of cooperative contracts

☒ Yes

☐ No

7
2

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

- Executive Support
- Marketing
- Sales
- Sales Support
- Financial Reporting
- Accounts Payable
- Contracts

Executive Support/Marketing/Sales: Les Bailey, Senior Manager, Business Development, lbailey@govdeals.com, 910-850-3115; Sales Support/Financial Reporting: Christy Logan, Senior Manager, Business Development Operations, clogan@govdeals.com, (334) 462-0414; Accounts Payable: Jennifer Bartgis, Director, Finance, accounting@govdeals.com, 800-613-0156 ext. 4; Contracts: Alicia Andrews, Supervisor, Proposal Team, aandrews@govdeals.com, 334-306-6401

7
3**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.**

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 including new client adoption, reactivated clients, conference activity, field sales, and expense/travel budgeting. Our regional Business Development Managers leverage in-person, remote, 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 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 and federal clients and prospects. This space is the responsibility of two Directors of Business Development and a Client Relationships Manager working exclusively with these entities. The state/federal leaders are joined by an enthusiastic team of Account Managers and Business Development Managers/Administrators that directly support clients and prospects, responsible for auction management, market research, presentation development, outreach, contract oversight, and other responsibilities to increase State/Federal contract adoption and ensure client satisfaction. All direct, field-based Business Development Managers and 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 with experienced and properly scaled teams in the areas of Sales Support, Marketing, Accounting, Operations, Customer Service, Conference Planning, and Proposal/Contract professionals to allow business development to be the top priority of the field-based teams who are responsible for growth. The Business Development and Account Management teams and their Senior Managers report to Michael Price, Vice President, Revenue. He is the highest-level executive in charge of the Revenue team. Michael can be reached by email at mprice@govdeals.ca or by phone at 416-689-8070.

7
4**Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.**

Our experience with OMNIA's contract since 2019 has demonstrated that the OMNIA Partners and GovDeals teams are very well aligned in both size and scope, resulting in a professional partnership that drives success. We would certainly defer to OMNIA's experience and timing relative to preferred contract transition protocol, but generally we recommend the following goals:

- Provide updated guidance to OMNIA's sales teams about GovDeals' service and value proposition, to include talking points and strategies;
- Inform OMNIA's sales teams of GovDeals' current business development protocol and guardrails around case-by-case availability of Value Add/customized services;
- 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;
- Seek opportunities for both sales teams to align at specific conferences/trade shows;
- Share a well-documented and proven process/policy designed to facilitate support and communication in a joint/dual team sales approach;
- Grow the trusting, professional, and proactive relationships within the teams.

7
5**Explain in detail how Offeror 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 our existing 5-year relationship with OMNIA, and decades of experience working with a variety of 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 Account Management team. There will be very little, if any, learning curve beyond getting to know counterparts across companies. We truly appreciate our partnership with Region 4 and OMNIA, and we are committed to growing that relationship under your next Auction Services cooperative contract.

7
6

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 2023, GovDeals experienced a GMV (gross merchandise volume, aka total auction sales) exceeding \$579 million. Our Top 10 clients during FY2023 are provided within our Products and Pricing upload.

7
7

Year 1 - Provide the Contract Sales (as defined in Section 12 of OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

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

\$0

7
8

Year 2 - Provide the Contract Sales (as defined in Section 12 of OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement

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

\$0

7
9

Year 3 - Provide the Contract Sales (as defined in Section 12 of OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement

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

\$0

8
0

Please download and thoroughly review the Scope of Work, located on the Attachments Tab. Indicate your review and acceptance.

☒ Yes

8
1

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.

☒ Yes

8
2

Please download and thoroughly review the Terms and Conditions, located on the Attachments Tab. Indicate your review and acceptance.

☒ Yes

8
3

Attribute deleted as part of an Addendum

8
4

Not to Exceed 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.

8
5

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

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

8
6

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 OMNIA and its Participants 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 Participants in all 50 U.S. states and across Canada without any compromise in service. Although we are unable to commit to endorsing OMNIA's award as our "primary" contracting tool, it will be promoted as "one of our primary" contracting tools. 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. The executive revenue team at GovDeals, led by its Vice President of Revenue, Micheal Price, will continue to enthusiastically endorse the Region 4/OMNIA contract if again 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 principal cooperative 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: • Within the first 10 business days after contract execution, Michael Price, Vice President, Revenue, will send an announcement to all GovDeals employees promoting this important 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. • The specific contract deliverables will be reviewed with the appropriate GovDeals teams (i.e. Business Development, Account Management, Marketing, IT, Accounting, etc.). • We will ensure that OMNIA Partners' existing GovDeals cooperative account is up to date, including operation of our Partner Report functionality within the GovDeals back office 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 be responsible for proper account setup for all OMNIA members using the award, ensuring the Participants' GovDeals seller accounts are properly aligned with the OMNIA contract provisions. • For 23 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' diverse goals are reached. • GovDeals currently has over 100 direct, full-time employees, including over 65 Account Managers and Business Development Managers 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 all OMNIA Participants, regardless of the agencies' locations or sizes. • GovDeals' Business Development and Account Management teams meet in the fall each year, and we would welcome the OMNIA team to join us for a vendor session. • The experienced GovDeals management and functional teams are already in place nationally, and sales and service to Participants will be direct and seamless through contract transition. • The continued partnership with the OMNIA team will be enthusiastically embraced across GovDeals' teams.

8
7**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, Master Agreement 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 Master Agreement 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

GovDeals agrees to all of the above-listed contract promotion activities. For 23 years, GovDeals' only business has been delivering a remarkable online surplus disposition product to state and local governments in the US and Canada, and we have extensive experience implementing, utilizing, and managing nationwide cooperative contracts such as through OMNIA. Following is an overview of steps we will take upon award in order to best leverage our second OMNIA Partners contract: • An internal meeting, led by Michael Price, Vice President, Revenue, 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 and Account Management teams. • Scott Starcher, Vice President, Operations, will be included on this call, and he will then conduct a parallel conference call focusing on the working processes of account setup and service delivery. • As there are no changes to the base pricing or service offered by GovDeals, we expect no delay in actively selling the contract throughout the U.S. and in Canada. • With some new Value-Added Services being offered under this contract, Miller Parks, Manager, Alternate Solutions, will meet with Business Development and Account Management leadership to promote company-wide strategies to best leverage the customized service offerings on a per-client level. Availability of Value-Added/custom services requires case-by-case approval of GovDeals' Management, factoring in volume, cost, market, and specific needs. See also: Part D: Value-Added Services of our proposal. • Of note, we invite OMNIA Partners and/or Participants to meet face-to-face with the Business Development and Account Management teams at the next annual meetings planned for Fall 2024. GovDeals will market this contract as follows: • Promotion by the 65 field-based Business Development and Account Managers • Promotion at the 140+ national, regional, and local trade shows and seminars we attend annually • Promotion of cooperative contract utilization when responding to solicitations • Promotion through our MarCom program, such as client newsletters, custom landing pages, conference handouts, etc.

8
8**GENERAL TERMS AND CONDITIONS**

Respondent agrees to comply with the Contract and General Terms and Conditions provided as an attachment to this online bid event. Any deviations to the Contract and General Terms and Conditions may be provided using the procedures set forth in the attribute pertaining to deviations.

☒ I certify compliance with this attribute.

8 DEVIATIONS TO TERMS AND CONDITIONS

Any Deviation from the RFP documents, including the General Terms and Conditions, Notice to Offeror, or any other document presented with terms for consideration by the proposer MUST be documented and presented on the Deviation Form and attached to this electronic bid event via an electronic upload to the "Response Attachments" tab. In addition to indicating the requested deviations on the form, additional pages may be provided to more thoroughly explain each deviation listed on the Deviation Form.

☒ I certify compliance with this attribute.

9 FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 1 Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into an agreement with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony".

Subsection (b) states "a school district may terminate the agreement with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a), or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract".

Subsection (c) states "this section does not apply to a publicly held corporation".

Use the list of values associated with this item to identify your status as it relates to this legal requirement.

Not Applicable-firm is a publicly held corporation

9 NAME OF FELON AND NATURE OF FELONY, IF APPLICABLE

If response to previous attribute was "Felon - person/owner IS a convicted felon", vendor shall give the name of the felon and details of conviction.

If you did not answer "Felon - person/owner IS a convicted felon" in the previous question, type "N/A" in the respective field.

N/A

9 CRIMINAL HISTORY RECORDS REVIEW OF CERTAIN CONTRACT EMPLOYEES

Texas Education Code Chapter §22.0834 requires that criminal history records be obtained regarding covered employees of entities that contract with a school entity in Texas to provide services for that school entity ("Contractors") and entities that contract with school entity contractors ("Subcontractors"). Covered employees with disqualifying criminal histories are prohibited from serving at a school entity. Contractors/Subcontractors contracting with a school entity shall (1) maintain compliance with the requirements of Texas Education Code Chapter 22 to the school entity; and (2) require that each of their subcontractors complies with the requirements of Texas Education Code Chapter 22. Contractors performing work at a school entity in Texas must comply with these statutes.

Compliance includes providing or causing employees and sub-contractor employees to provide requested information and fingerprinting upon request.

Covered employees: Employees of a Contractor/Subcontractor who have or will have continuing duties related to the service to be performed at a school entity and have or will have direct contact with students. The school entity will be the final arbiter of what constitutes *continuing duties* and *direct contact* with students at their school.

☒ I certify compliance with this attribute.

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3**HISTORICALLY UNDERUTILIZED BUSINESS (HUB) CERTIFICATION**

Businesses that have been certified by the Texas Building and Procurement Commission (TBPC) or other qualified agency as Historically Underutilized Business (HUB) entities are encouraged to indicate their HUB status when responding to this proposal invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.

Select one of the available options:

OPTION A: My business has NOT been certified as HUB.

OPTION B: I certify that my business has been certified as a Historically Underutilized Business (HUB), and I have/will upload the certification information into the "Response Attachments" Tab located in this online bidding event.

OPTION A - Not HUB

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4**DISCLOSURE OF INTERESTED PARTIES**

Texas state law requires the Disclosure of Interested Parties be filed with a public entity, including regional service centers and school districts, for any contract which:

- (1) requires an action or vote by the governing body; or
- (2) has a value of \$1 million or more; or
- (3) for any services provided that would require an individual to register as a lobbyist under TX Gov't Code Chapter 305.

NOTE: This form is not required if the vendor is a publicly-traded business entity, including a wholly-owned subsidiary of the business entity (a company in which ownership is dispersed among the general public via shares of stock which are traded via at least one stock exchange or over-the-counter market).

If you are required by law to submit this form, it must be completed online at the Texas Ethics Commission website. Obtain a numbered certificate and click the link below to access the instructions and to complete this required form. Upon completion, vendors required to submit the form must attach it to the proposal via the "Response Attachments" Tab.

[Click here to complete the form on the Texas Ethic Commission's 1295 Form webpage.](#)

Please note: The District must verify receipt of all required 1295 forms received within 30 days on the Texas Ethics Commission website. This verification does not indicate a contract award. Contract awards will be issued via direct communication from the AISD Purchasing Department. A contract requiring a Disclosure of Interested Parties form is voidable at any time if:

- (1) the governmental entity or state agency submits to the business entity written notice of the business entity's failure to provide the required disclosure; and
- (2) the business entity fails to submit to the governmental entity or state agency the required disclosure on or before the 10th business day after the date the business entity receives the written notice.

IF UNDER LAW YOU ARE EXEMPT FROM SUBMITTING THIS 1295 FORM, PROPOSERS MUST SUBMIT A DOCUMENT THAT SHOWS PROOF OR PROVIDES EXPLANATION OF THIS EXEMPTION.

THE FOLLOWING CONTRACTS ARE EXEMPT FROM THE REQUIREMENTS OF TEXAS DISCLOSURE OF INTERESTED PARTIES LAWS:

- *a sponsored research contract of an institution of higher education;*
- *an interagency contract of a state agency or an institution of higher education;*
- *a contract related to health and human services if:*
 - *the value of the contract cannot be determined at the time the contract is executed; and*
 - *any qualified vendor is eligible for the contract;*
- *a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;*
- *a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code; or*
- *a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.*

☒ I certify compliance with this attribute.

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5**CONFLICT OF INTEREST QUESTIONNAIRE**

Region 4 Education Service Center (Region 4) is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. House Bill 23 significantly changed Chapter 176 as well as the required disclosures and the corresponding forms. As of September 1, 2015, any vendor who does business with Region 4 or who seeks to do business with Region 4 must fill out the new Conflict of Interest Questionnaire (CIQ) if a conflict of interest exists. A conflict of interest exists in the following situations:

- 1) If the vendor has an employment or other business relationship with a local government officer of Region 4 or a family member of the officer, as described by section 176.003(a)(2)(A) of the Texas Local Government Code; or
- 2) If the vendor has given a local government officer of Region 4, or a family member of the officer, one or more gifts with the aggregate value of \$100, excluding any gift accepted by the officer or a family member of the officer if the gift is: (a) a political contribution as defined by Title 15 of the Election Code; or (b) a gift of food accepted as a guest; or
- 3) If the vendor has a family relationship with a local government officer of Region 4.

"Vendor" means a person who enters or seeks to enter into a contract with a local governmental entity. The term includes an agent of a vendor. The term includes an officer or employee of a state agency when that individual is acting in a private capacity to enter into a contract. The term does not include a state agency except for Texas Correctional Industries. Texas Local Government Code 176.001(7).

"Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on: (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity; (B) a transaction conducted at a price and subject to terms available to the public; or (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency. Texas Local Government Code 176.001(3).

"Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code. Texas Local Government Code 176.001(2-a).

"Local government officer" means: (A) a member of the governing body of a local governmental entity; (B) a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or (C) an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. Texas Local Government Code 176.001(4).

Individuals serving as a Member of the Board of Directors, the Executive Director, Cabinet Members, and other local government officers may be found at: <https://www.esc4.net/about/about-region-4>.

For additional information on Conflict of Interest Questionnaire, and the statutes that mandate it, please visit the following links:

[Texas Local Government Code, Section 176](#)

[Texas House Bill 23](#)

A blank Conflict of Interest Questionnaire is available by clicking:

<https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>.

If your firm is required to return a completed Conflict of Interest Questionnaire with your proposal submission, use the "Response Attachments" Tab to upload the completed document.

☒ I certify compliance with this attribute.

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6**ENTITIES THAT BOYCOTT ISRAEL**

Pursuant to Chapter 2271 of the Texas Government Code, the Respondent hereby certifies and verifies that neither the Respondent, nor any affiliate, subsidiary, or parent company of the Respondent, if any (the "Respondent Companies"), boycotts Israel, and the Respondent agrees that the Respondent and Respondent Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

EXCEPTIONS: Clause only applies to contracts and contractors that meet the following criteria: (i) Respondent is not a sole proprietorship; (ii) with 10 or more full-time employees; and (iii) with a contract to be paid a value of \$100,000 or more wholly or partially from public funds of the governmental entity.

☒ I certify compliance with this attribute.

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7**FOREIGN TERRORIST ORGANIZATIONS**

Section 2252.152 of the Texas Government Code prohibits Region 4 ESC from awarding a contract to any person who does business with Iran, Sudan, or a foreign terrorist organization as defined in Section 2252.151 of the Texas Government Code. Respondent certifies that it not ineligible to receive the contract.

☒ I certify compliance with this attribute.

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8**FIREARMS ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATION**

Respondent verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Region 4 ESC.

APPLICABILITY: This clause applies only to a contract that: (1) is between a governmental entity and a company with at least 10 full-time employees; and (2) has a value of at least \$100,000 that is paid wholly or partly from public funds of the governmental entity.

EXCEPTIONS: This clause is not required when a state Agency: (1) contracts with a sole-source provider; or (2) does not receive any bids from a company that is able to provide the written verification required by Section 2274.002(b) of the Texas Government Code.

☒ I certify compliance with this attribute.

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9**ENERGY COMPANY BOYCOTT PROHIBITED**

Respondent represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Region 4 ESC.

EXCEPTIONS: Clause only applies to contracts and contractors that meet the following criteria: (i) a "company" within the definitions of Section 2274.001(2) of the Tex. Gov't Code; (ii) with 10 or more full-time employees; and (iii) with a contract to be paid a value of \$100,000 or more wholly or partially from public funds of the governmental entity.

☒ I certify compliance with this attribute.

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0**CRITICAL INFRASTRUCTURE AFFIRMATION**

Pursuant to Government Code Section 2274.0102, Respondent certifies that neither it nor its parent company, nor any affiliate of Respondent or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.

EXCEPTION: Clause only applies to solicitations and contracts in which the contractor would be granted direct or remote access to or control of critical infrastructure, as defined by Section 2274.0101 of the Texas Government Code, in this state, other than access specifically allowed for product warranty and support purposes.

The Governor of the State of Texas may designate countries as a threat to critical infrastructure under Section 2274.0103 of the Texas Government Code. Agencies should promptly add any country that is designated by the Governor to this clause."

☒ I certify compliance with this attribute.

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1**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.

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

OPTION A: 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.

OPTION B: We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act and these requested exemptions are uploaded into the "Response Attachments" Tab located in this online bidding event.

(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 confidential 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.)

☐ OPTION B - Proprietary information marked

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2**CONSENT TO RELEASE PROPOSAL TABULATION**

Notwithstanding anything explicitly and properly declared as Confidential or Proprietary Information to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the District may publicly release, including posting on the public Region 4 ESC and/or OMNIA Partners website(s), a copy of the proposal tabulation for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), unit price(s), hourly labor rate(s), or other specified pricing; and Vendor award notice information.

☒ I certify compliance with this attribute.

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3**CONTRACTING INFORMATION**

If Vendor is not a governmental body and

- (a) this Agreement has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by REGION 4 ESC; or
- (b) this Agreement results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by REGION 4 ESC in a fiscal year of REGION 4 ESC, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov't Code § 552.374(b), the following statement is included in the RFP and the Agreement (unless the Agreement is

- (1) related to the purchase or underwriting of a public security;
- (2) is or may be used as collateral on a loan; or
- (3) proceeds from which are used to pay debt service of a public security of loan):

"The requirements of Subchapter J, Chapter 552, Government Code, may apply to this RFP and Agreement and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter."

Pursuant to Subchapter J, Chapter 552, Texas Government Code, the Vendor hereby certifies and agrees to

- (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to REGION 4 ESC for the duration of the Agreement;
- (2) promptly provide to REGION 4 ESC any contracting information related to the Agreement that is in the custody or possession of the Vendor on request of REGION 4 ESC; and
- (3) on completion of the Agreement, either
 - (a) provide at no cost to AISD all contracting information related to the Agreement that is in the custody or possession of Vendor, or
 - (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to REGION 4 ESC.

☒ I certify compliance with this attribute.

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4**ANTI-TRUST CERTIFICATION STATEMENT**

Vendor affirms under penalty of perjury of the laws of the State of Texas that:

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

☒ I certify compliance with this attribute.

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5**FEDERAL RULE (A) - CONTRACT TERM VIOLATIONS**

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000 (2 CFR §200.320), 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 federal funds are expended by Region 4 ESC, Region 4 ESC 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.

☒ I certify compliance with this attribute.

106 FEDERAL RULE (B) - TERMINATION CONDITIONS

(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 federal funds are expended by REGION 4 ESC, REGION 4 ESC 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 Vendor, in the event vendor 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; (4) to the greatest extent authorized by law, if an award no longer effectuates the program goals or priorities of the Federal awarding agency or REGION 4 ESC. REGION 4 ESC also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if REGION 4 ESC believes, in its sole discretion that it is in the best interest of REGION 4 ESC to do so. The vendor will be compensated for work performed and accepted and goods accepted by REGION 4 ESC as of the termination date if the contract is terminated for convenience of REGION 4 ESC. Any award under this procurement process is not exclusive and REGION 4 ESC reserves the right to purchase goods and services from other vendors when it is in the best interest of REGION 4 ESC.

☒ I certify compliance with this attribute.

107 FEDERAL RULE (C) - EQUAL EMPLOYMENT OPPORTUNITY

(C) 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 FR 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."

It is the policy of REGION 4 ESC not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or disabling conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

Pursuant to Federal Rule (C) and the requirements stated above, when federal funds are expended by REGION 4 ESC on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

☒ I certify compliance with this attribute.

108 FEDERAL RULE (D) - DAVIS BACON ACT/COPELAND ACT

(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 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 federal funds are expended by REGION4 ESC, during the term of an award for all contracts and subgrants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.

☒ I certify compliance with this attribute.

109 FEDERAL RULE (E) - CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(E) (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 federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

☒ I certify compliance with this attribute.

110 FEDERAL RULE (F) - RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

(F)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 REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

☒ I certify compliance with this attribute.

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1**FEDERAL RULE (G) - CLEAN AIR ACT/FEDERAL WATER POLLUTION CONTROL ACT**

(G) The 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).

When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with 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 (Pub. L. 94-163, 89 Stat. 871).

When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process in excess of \$100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Pursuant to Federal Rule (G) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

☒ I certify compliance with this attribute.

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2**FEDERAL RULE (H) - DEBARMENT AND SUSPENSION**

(H) (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide 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 REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor 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 or by the State of Texas. Vendor shall immediately provide written notice to REGION 4 ESC if at any time the vendor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. REGION 4 ESC may rely upon a certification of a vendor that the vendor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless REGION 4 ESC knows the certification is erroneous.

☒ I certify compliance with this attribute.

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3 FEDERAL RULE (I) - BYRD ANTI-LOBBYING AMENDMENT**

(I) (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 REGION 4 ESC, the vendor certifies that during the term and after the awarded term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor 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 by or 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 contract, grant, loan, 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

☒ I certify compliance with this attribute.

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4 FEDERAL RULE (J) - PROCUREMENT OF RECOVERED MATERIALS**

(J) When federal funds are expended by REGION 4 ESC, REGION 4 ESC 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: (1) 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; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to Federal Rule (J) above, when federal funds are expended REGION 4 ESC, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

☒ I certify compliance with this attribute.

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FEDERAL RULE (K) - PROHIBITION ON CERTAIN TELECOM AND SURVEILLANCE SERVICE AND EQUIPMENT

(K) Region 4 ESC, as a non-federal entity, is prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) and physical security surveillance of critical infrastructure and other national security purposes, and 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) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

The Respondent certifies that it will not purchase equipment, services, or systems that use covered telecommunications, as defined herein, as a substantial or essential component of any system, or as critical technology as part of any system.

☒ I certify compliance with this attribute.

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FEDERAL RULE (L) - BUY AMERICAN PROVISIONS

(L) As appropriate and to the extent consistent with law, REGION 4 ESC has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, including but not limited to iron, aluminum, steel, cement, and other manufactured products, when spending federal funds. Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. Purchases that are made with non-federal funds or grants are excluded from the Buy American Act.

Vendor certifies that it is in compliance with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must still follow the applicable procurement rules calling for free and open competition.

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

☒ I certify compliance with this attribute.

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FEDERAL RULE - REQUIRED AFFIRMATIVE STEPS FOR SMALL, MINORITY, AND WOMEN-OWNED FIRMS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS

When federal funds are expended by REGION 4 ESC, Vendor is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women owned firms for any subcontracting opportunities on the project, including:

- 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

☒ I certify compliance with this attribute.

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8 FEDERAL RULE - FEDERAL RECORD RETENTION**

When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.334. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.334 for a period of five (5) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Vendor agrees that REGION 4 ESC, Inspector General, Department of Homeland Security, FEMA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor, and its successors, transferees, assignees, and subcontractors that are directly pertinent to the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Vendor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Contract.

☒ I certify compliance with this attribute.

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9 FEDERAL RULE - PROFIT NEGOTIATION**

For purchases using Federal funds in excess of \$250,000, REGION 4 ESC may be required to negotiate profit as a separate element of the price. (See 2 CFR 200.324(b)).

When required by REGION 4 ESC, Vendor agrees to provide information relating to profitability of the given transaction and itemize the profit margin as a separate element of the price.

☒ I certify compliance with this attribute.

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0 FEDERAL RULE - SOLID WASTE DISPOSAL ACT**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 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 exceed \$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. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014.)

Pursuant to this federal rule, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of all contracts resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in this paragraph.

☒ I certify compliance with this attribute.

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1 APPLICABILITY TO SUBCONTRACTORS**

Vendor agrees that all contracts it awards pursuant to this procurement action shall be bound by the terms and conditions of this procurement action.

☒ I certify compliance with this attribute.

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2 COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

When REGION 4 ESC expends federal funds for any contract resulting from this procurement process, Vendor 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).

☒ I certify compliance with this attribute.

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INDEMNIFICATION

Acts or Omissions

Vendor shall indemnify and hold harmless Region 4, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract.

Infringements

a) Vendor shall indemnify and hold harmless Region 4 and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES.

b) Vendor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Vendor's written approval, (iii) any modifications made to the product by the Vendor pursuant to Customer's specific instructions, (iv) any intellectual property right owned by or licensed to Customer, or (v) any use of the product or service by Customer that is not in conformity with the terms of any applicable license agreement.

c) If Vendor becomes aware of an actual or potential claim, or Customer provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against Customer, shall), at Vendor's sole option and expense; (i) procure for the Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.

Taxes/Workers' Compensation/Unemployment Insurance – Including Indemnity

a) VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, VENDOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF VENDOR'S AND VENDOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. VENDOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE CUSTOMER AND/OR REGION 4 SHALL NOT BE LIABLE TO THE VENDOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.

b) VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS CUSTOMERS, REGION 4 AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT, VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES.

☒ I certify compliance with this attribute.

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EXCESS OBLIGATIONS PROHIBITED

Proposer understands that all obligations of Region 4 ESC under the contract are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the contract may be terminated by Region 4 ESC.

☒ I certify compliance with this attribute.

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SUSPENSION AND DEBARMENT

Respondent certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the contract by any state or federal agency.

☒ I certify compliance with this attribute.

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6**CHANGE IN LAW AND COMPLIANCE WITH LAWS**

Proposer shall comply with all laws, regulations, requirements and guidelines applicable to a vendor providing services and products required by the contract to the Region 4 ESC, as these laws, regulations, requirements and guidelines currently exist and as amended throughout the term of the contract. Region 4 ESC reserves the right, in its sole discretion, to unilaterally amend the contract prior to award and throughout the term of the contract to incorporate any modifications necessary for compliance with all applicable state and federal laws, regulations, requirements and guidelines.

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Attribute deleted as part of an Addendum

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Offerors are requested to provide service forms with detailed description of your service offerings. Provide service forms with detailed descriptions; at a minimum, Offerors are to include the following information as it is applicable to their product,

service, and solutions offering:

o Startup & Commissioning Services

- Define process for validation of system or equipment operation to design
- Type (e.g., equipment startups, system checkouts, control verification, retro commissioning, M & V verifications, rebate auditing, other)
- List key personnel (factory, sub-contract, other)
- References (public sector only)
- Case studies describing benefits of services

o Service & Maintenance

- Type (e.g., preventative and full maintenance contracts, man-at attendance, remote monitoring, annuals, emergency services, regulatory compliance, cleaning (e.g., duct, coils and filters), scheduled maintenance (e.g., oil, chemical and vibration analysis) and other)
- Define processes for each type of service and/or maintenance of the system or the equipment
- List key personnel (factory, sub-contract, other)
- References (public sector only)
- Case studies describing benefits of services

o Installation and Turnkey Contracting

- Type (e.g., retrofit, new construction, energy retrofit, controls new- and upgrade and other)
- Define processes for each type install of the system or the equipment
- Bonding and licensing capabilities
- List key personnel (factory, sub-contract, other)
- References (public sector only)
- Case studies describing benefits of services

o Warranty Services

- Type (e.g., Extended parts & labor (define maximum number of years available), delayed start-up and other)
- Define processes for each type of warranty
- List key personnel (factory, sub-contract, other)
- References (public sector only)
- Case studies describing benefits of services

o Energy Services

- Type (e.g., (Energy Tracking, Energy Analysis, Evaluation of potential upgrades, demand response, rebates and others)
- Define processes for each type of energy services
- Certifications of personnel
- List key personnel (factory, sub-contract, other)
- References (public sector only)
- Case studies describing benefits of services

o Equipment Rentals

- Type (e.g., chillers, pumps, transformers, terminal units, generators, cooling towers, packaged unitary and other)
- Brands available
- Locations of rental fleet
- Process of accessing rental fleet during disaster event
- List key personnel (factory, sub-contract, other)

- References (public sector only)
- Case studies describing benefits of services
- o **Financial Services**
 - Type (e.g., leasing, prompt and pre-payment discounts, guaranteed savings and other)
 - Describe type of each funding and availability
 - Funding Sources (internal and/or external)
 - List key personnel (internal and/or external)
 - References (public sector only)
 - Case studies describing benefits of services
- o **Professional Services**
 - Describe type of each professional service and availability
 - Licensing and certification capabilities
 - List key personnel (internal and/or external)
 - References (public sector only)
 - Case studies describing benefits of services
- o **Site Surveys**
 - Type (e.g., Equipment, system analysis, operational, architectural and other)
 - Describe type of survey
 - Licensing and certification capabilities
 - Advanced technology uses for each type of survey
 - List key personnel (internal and/or external)
 - References (public sector only)
 - Case studies describing benefits of services



A Better Future for Surplus

GovDeals[®]

A Liquidity Services Marketplace

Liquidity Services offers this proposal in response to the following solicitation:

Request for Proposals #24-06 **Auctioneer Services**



August 5, 2024

Point of Contact:

Les Bailey, Senior Manager, Business Development

Phone: 910-850-3115

Email: vendor@govdeals.com

Liquidity Services Operations LLC

Providing government online auction services since 2001

www.GovDeals.com

Toll-Free: 1-800-613-0156 | Fax: 334-387-0529
6931 Arlington Rd., Ste. 460, Bethesda, MD 20814

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Part A

Products/Pricing

a. Provide the URL for Offeror's online auction system.

www.govdeals.com

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' Zero Fee Guarantee

GovDeals guarantees that OMNIA Participants will not be required to pay any fees for GovDeals' Standard Services under this contract.

Participants will not incur any charges when utilizing GovDeals' **Standard Services** (described in **Products and Pricing – Parts A-C**). GovDeals will collect auction payments, withhold the buyer's premium, and remit 100% of each Participant's auction proceeds weekly via ACH payment.

Additional charges may apply for optional Value-Added Services, which will be capped in the manner described in **Value-Added Services – Part D**.

No Fees.

Under this OMNIA Partners contract, GovDeals will never require Participants to pay any fees for GovDeals' **Standard Services**. Participants will have the *option* of selecting the "Seller Pay" or "Split Fee" options (examples on **Page 9**), but in all circumstances, Participants will always have the option to pay zero fees for Standard Services under this contract.

No Risk.

When Participants choose the option for buyers to pay GovDeals directly, GovDeals will shoulder liability for chargebacks/buyer fraud that may occur. This 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 for assets won at auction. GovDeals does not withhold payment during the 30-day chargeback window (as some vendors do in order to reduce their liability); payments will be remitted electronically the week following buyer pickup.

No Nonsense.

GovDeals' fees are based entirely on a percentage of the actual Winning Bid (excluding sales tax). GovDeals will only charge a fee for items that have sold and where the buyer has paid for and taken possession of the asset/lot won. Typically paid as a Buyer's Premium, this fee provides for the Participant's all-access GovDeals account, onboarding with unlimited users, ongoing auction support, robust marketing outreach, financial settlement including credit card processing, audit-level reporting, etc. – and your Account Manager on call 24/7.

- Is a fee charged if the auction is not successful (items are not sold)?

No, a fee will not be charged in the event of an unsuccessful auction, including when no bids are placed, when a reserve price is not met, or when an auction is withdrawn by the seller.

- Is the auction fee a percentage of sale price or flat fee?

The auction fee is a percentage of the sale price, typically charged to the winning bidder in the form of a Buyer's Premium, resulting in no cost to the Participant.

- Is there a minimum auction fee?

No.

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

GovDeals' Zero Fee Guarantee applies to all **Standard Services** auctions (**Products and Pricing – Parts A-C**).

Please refer to **Value-Added Services – Part D** for information regarding customized service offerings that may involve different fee structures.

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

Most commonly, the auction fee percentage is added to the final sale price, with the auction fee paid by winning bidders in the form of a Buyer's Premium.

In cases where Participants choose the "Seller Pay" option as described on **Pages 9**, the auction fee will be deducted from the final sale price.

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

All marketing efforts conducted by GovDeals will be provided at no additional cost to Participants.

- Provide any other information applicable to the auction fee.

GovDeals recommends that the auction fee be charged to winning bidders as a Buyer's Premium, so that Participants incur no fees. This enables public entities to receive the highest possible ROI for their surplus sales.

Implementation and Training

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.

No fees will be charged to Participants for any onboarding services such as implementation, training, customizations, travel, etc. Per diem and material charges are not applicable.

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

Onboarding Timeline

Account Creation:

- Within 24 hours of contract signing, GovDeals' creates the Participant's account with a login for the primary Point of Contact (POC).

Training:

- New user training can be completed in about an hour, either in-person or online.
- This comprehensive training covers the auction cycle and includes an overview of the bidder-facing website and the seller dashboard.
- Hands-on training within the live GovDeals account gives users immediate familiarity with the system.
- System is intuitive and can be picked up quickly by new users; additional training will be provided as frequently as necessary.
- User accounts can be assigned various access/security levels, such as requiring supervisor approval before auctions may be sent live.

First Auctions:

- During the training, the Participant will post its initial auction(s), which typically remain live for 7-10 days.
- The Account Manager will communicate with the Participant's team to monitor auction performance, address inquiries, and guide them through the auction cycle, including the closing and property removal.

Ongoing Support:

- The Account Manager remains available for on-site or remote assistance at any time and for no additional cost.
- The Account Manager will schedule periodic check-ins to promote best practices and ensure success.

Technical Support

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

No fees will be charged to Participants for technical support. GovDeals' Account Managers can be contacted by cell phone or email 24/7.

System Upgrade & Maintenance

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

No fees will be charged to Participants for ongoing upgrades and maintenance. GovDeals will be responsible for all of its internal costs.

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.

As applicable under strict compliance with Marketplace Facilitator regulations, GovDeals assumes responsibility for tax calculation and collection on auctions for which GovDeals collects proceeds from winning bidders.

We will promptly remit any applicable taxes to the relevant taxing authorities. This process also includes keeping records of buyers' tax exemptions.

Along with proper 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.

Working with a market leader in e-commerce tax compliance solutions, jurisdictions for remittance of sales tax revenue will be determined under strict compliance with Marketplace Facilitator regulations.

As a national/international auction provider and a publicly traded company, GovDeals has a vested interest in ensuring timely and accurate tax remittance to all applicable jurisdictions and relevant taxing authorities. We invite further questions about any specific jurisdictions that may be of concern.

- 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.

Under this OMNIA contract, Participants utilizing GovDeals' **Standard Services** will be eligible to receive an additional 1.25% revenue on every completed auction transaction on the GovDeals platform, which will be remitted to Participants along with their auction proceeds (weekly or monthly schedule as chosen by each Participant).

This revenue share arrangement is available under the majority of auction/account scenarios, but in the event a reduced fee structure is offered for specific assets or specific clients, the rebate will not apply for reduced fee auctions. In the interest of keeping costs as low as possible for **Value-Added Services**, availability of Revenue Share for this program will be determined on a case-by-case basis.

- Is a fee charged for a Member to register on the system?

No.

- Is a fee charged for a potential bidder to register on the system?

No.

- Discuss how fees are collected from agency pay and a Buyer pay perspective

GovDeals provides multiple payment collection methods to meet our Clients' various needs. Each Participant may choose their preferred option from the options described in the following sections labeled "**Buyer Pay**," "**Seller Pay**," and "**Split Fee Structure**."

Under our most common "Buyer Pay" option, GovDeals will collect auction payments in escrow, withhold the buyer's premium, and remit 100% of each Participant's auction proceeds weekly via ACH payment. A monthly statement will be provided within each Participant's GovDeals account, but Participants will not incur any charges when utilizing GovDeals' **Standard Services** (described in **Products and Pricing – Parts A-C**).

GovDeals accepts payment from Buyers by credit card, PayPal, or wire transfer. GovDeals typically remits proceeds to Clients on a weekly basis, but monthly remittance is available for any Participants that prefer this option.

For Clients who prefer to incur a Seller Fee instead of charging a Buyer's Premium, our most popular option is for GovDeals to withhold the Seller Fee from the Agency's auction proceeds, remitting Net Proceeds (Winning Bid minus Seller Fee) to the Agency on a weekly basis. This results in the Sellers having no bill to pay.

In the event a Participant chooses to collect its own proceeds, GovDeals will provide the Participant's payment instructions to the Buyer, and we will invoice the Participant for GovDeals' fee on a monthly basis with terms of net 30 days. GovDeals accepts payments from Sellers by ACH (preferred), credit card/P-Card, and checks.

- ① **The total fee amount remains static regardless of which party is responsible for payment and regardless of the collection process.**

Buyer Pay

Most Popular: *Simplest for all parties & Seller receives highest net return*

Standard Option

❖ **Buyer Pays GovDeals for Winning Bid & Buyer's Premium; GovDeals Remits Winning Bid to the Participant**

Our standard procedure, and by far our Clients' most preferred method of financial settlement, is for GovDeals' fee to be paid in the form of a Buyer's Premium; and for GovDeals to collect payment from the buyer, and remit sales proceeds to the Seller by ACH on a weekly basis.

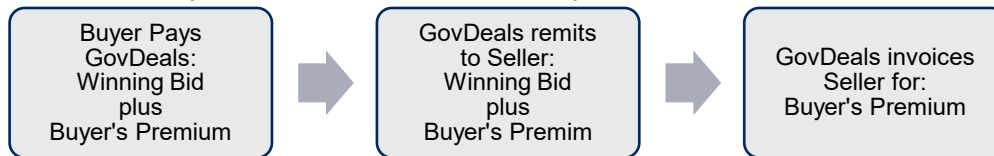
GovDeals will withhold the Buyer's Premium amount as our commission, and we will remit 100% of the Winning Bid to the Seller on a weekly basis. The Seller will have no bill to pay, but transaction summary statements will be provided.



Less popular Buyer Pay options

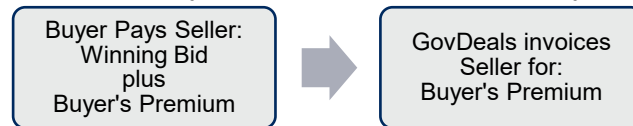
❖ **Seller chooses to receive full auction settlement funds from GovDeals**

Buyer Pays GovDeals for Winning Bid & Buyer's Premium;
and Seller pays GovDeals' fee on a monthly basis



❖ **Seller chooses to collect payments from Buyer**

Buyer Pays Seller for Winning Bid & Buyer's Premium;
and Seller pays GovDeals' fee on a monthly basis



❖ **Buyer pays separate payments to Seller and GovDeals**

Buyer Pays the Buyer's Premium to GovDeals;
and Buyer Pays the Winning Bid to the Seller



Seller Pay

No Buyer's Premium charged to Winning Bidders

Standard Option

- ❖ **Buyer Pays Winning Bid to GovDeals;
GovDeals remits Net Proceeds to Seller (Winning Bid minus Seller Fee);
GovDeals retains Seller Fee**

If the Seller prefers to pay a Seller Fee instead of charging a Buyer's Premium, Buyers will pay GovDeals the full amount of their Winning Bid. GovDeals will remit Net Proceeds (Winning Bid minus Seller Fee) to the Seller on a weekly basis. GovDeals will withhold the Seller Fee, and the Seller will have no bill to pay.



Less popular Seller Pay option

- ❖ **Seller chooses to collect payments from Buyer
Buyer Pays Winning Bid to Seller; and Seller remits Seller Fee on monthly basis**



Split Fee Structure

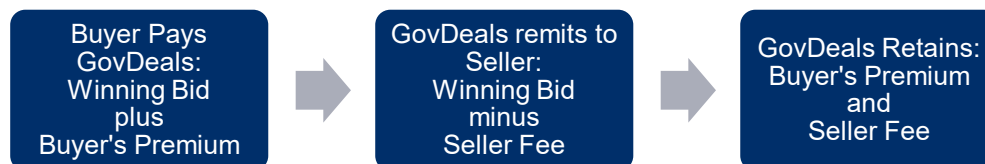
Seller and Buyer each pay a portion of GovDeals' fee

Single Option

- ❖ **Buyer Pays Winning Bid and Buyer's Premium to GovDeals;
GovDeals retains Buyer's Premium; and
GovDeals remits Net Proceeds to Seller (Winning Bid minus Seller Fee)**

If the Seller prefers that both parties (Seller and Buyer) split the cost of GovDeals' fee instead of a single party being responsible for fees, the Seller will have the right to determine the portion of total fee that will be paid as Buyer's Premium and the remainder as the Seller Fee.

Buyer will pay the full amount of their Winning Bid plus applicable Buyer's Premium. GovDeals will remit net proceeds (Winning Bid minus Seller Fee) to the Seller on a weekly basis. GovDeals will withhold the Buyer's Premium and Seller Fee, and the Seller will have no bill to pay.



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

Each Participant may choose to utilize GovDeals' system with our payment collection and remittance services included; or may elect to collect its own proceeds. The total fee amount remains static regardless of which party collects payment from bidders.

Payment collection options are detailed on the previous pages ([Pages 8-9](#)). Each Participant may choose their preferred option from the multiple options described within the **"Buyer Pay," "Seller Pay," and "Split Fee Structure"** sections.

Most sellers elect for GovDeals to collect their auction proceeds, which lessens Agency duties and eliminates liability. Vitally, when GovDeals is responsible for payment collection, GovDeals shoulders liability for any fraudulent payments and chargebacks, eliminating risk to the Participant.

GovDeals accepts payment from winning bidders by credit card, PayPal, or wire transfer. GovDeals typically remits proceeds to Clients on a weekly basis, but monthly remittance is available for any Participants that prefer this option. In the event a Participant chooses to collect its own proceeds, GovDeals will invoice the Participant for GovDeals' fee on a monthly basis with terms of net 30 days.

Not to Exceed 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.

Agreed. There will be no required fees to OMNIA Participants.

GovDeals' Zero Fee Guarantee

GovDeals guarantees that OMNIA Participants will not be required to pay any fees for GovDeals' Standard Services under this contract.

Participants will not incur any charges when utilizing GovDeals' **Standard Services** (described in **Products and Pricing – Parts A-C**). GovDeals will collect auction payments, withhold the buyer's premium, and remit 100% of each Participant's auction proceeds weekly via ACH payment.

Additional charges may apply for optional **Value-Added Services**, which will be capped in the manner described in **Part D**.

No Fees.

Under this OMNIA Partners contract, GovDeals will never require Participants to pay any fees for GovDeals' **Standard Services**. Participants will have the *option* of selecting the "Seller Pay" or "Split Fee" options (examples on [Page 9](#)), but in all circumstances, Participants will always have the option to pay zero fees for Standard Services under this contract.

Part B**Performance Capability**

- i. **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.**

GovDeals' detailed response to [Appendix D, Exhibit A, OMNIA Partners Response](#) for National Cooperative Contract is included on [pages 68-87](#) of this proposal (immediately following [Part C](#)).

- ii. **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.**

Agreed.

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

Agreed. These completed documents have been uploaded to IonWave as separate attachments.

- iv. **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:**

www.GovDeals.com

- Describe the process for creating and conducting an auction.

Auction creation and the process is simple and easy. The Participant only needs to upload photos/video of the asset, input descriptions (which can be done using a specific Asset Form and/or VIN Decoder tools), and upload the information to their GovDeals account. The Participant will pick a date and time for the auction to go live and the system will post it at that time, or the Participant can send the auction live immediately.



Surplus item is declared ready for auction



Surplus item is then listed on GovDeals



GovDeals markets your items across targeted sites



Surplus item is sold on GovDeals



Buyer makes payment and picks up item

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

Account Creation:

- Within 24 hours of contract signing, GovDeals creates the Participant's account with a login for the Participant's designated Point of Contact (POC).

Training:

- New user training can be completed in about an hour, either in-person or online. This comprehensive training covers the auction cycle and includes an overview of the bidder-facing website and the seller dashboard.
- Hands-on training within the live GovDeals account gives users immediate familiarity with the system. System is intuitive and can be picked up quickly by new users.

First Auctions:

- During the training, the Participant will post its initial auction(s), which typically remain live for 7-10 days.
- The Account Manager will communicate with the Participant's team to monitor auction performance, address inquiries, and guide them through the auction cycle, including the closing and property removal.

Ongoing Support:

- The Participant will be able to send auction listings live as frequently as needed and on the Participant's schedule. The Account Manager remains available for on-site or remote assistance at any time and for no additional cost.
- The Account Manager will schedule periodic check-ins to promote best practices and ensure success.

- 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.

Sustainable Solutions

Our approach focuses on sustainability by reducing transportation and storage costs. We help divert out-of-service/obsolete assets from landfills, promoting environmental responsibility. Additionally, our paperless system, utilizing ACH and digital file storage, minimizes resource consumption.

Customized Reporting

Our robust reporting system provides detailed insights. Participants have a continuous audit trail at your fingertips, ensuring transparency and accountability. These records remain accessible perpetually, allowing you to track progress and make informed decisions. Data can be exported to Excel in your desired date range, and records never expire.

Dedicated Support

Our diverse team of auction professionals is committed to your success. You'll have direct access to dedicated experts who understand your specific goals. Best of all, this on-demand support comes at no additional cost to you. GovDeals' online auction service is designed to operate on an as-needed basis; you may use GovDeals' services whenever surplus assets are ready to be sold. GovDeals' model is fully variable, and we only receive a commission once a sale is fully completed.

Risk Mitigation

We prioritize financial security. Online payment collection and weekly payment remittance ensure timely cash flow. Plus, our comprehensive indemnification protects against chargebacks and fraud risks. By consistently monitoring your online auctions, we prevent illicit buying behavior, such as collusion or shilling, from impacting your surplus sales.

Targeted Marketing

Reach the right audience effortlessly! Our extensive marketing outreach targets potential buyers interested in government surplus assets. Tailored strategies maximize competitive bidding and revenue for your assets.

System Upgrades and Maintenance

As with all e-commerce platforms, maintenance downtime is periodically required to upgrade existing software and services, maintain the security and availability of the platform, and deploy new application features. Extensive testing is conducted in stage environment prior to deployment. Planned maintenance is performed when traffic to the website is minimal. All maintenance and upgrades to the GovDeals systems and services are managed by the GovDeals technology team and automatically delivered for the term of the contract at no additional cost to the Participant.

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

GovDeals employs leading content delivery and security technologies to ensure the availability and protection of its online services, along with the confidentiality and integrity of seller data across our platforms. These security precautions include:

- Web application firewall (WAF). A WAF protects our public facing web applications by filtering, monitoring, and blocking any malicious HTTP/S traffic traveling to them and prevents any unauthorized data from leaving the applications
- A content delivery network (CDN), a group of geographically distributed servers that delivers content from the network location closest to the user to speed up its delivery
- Systems hardware deployed in a high availability configuration
- Routine patching of infrastructure components
- Real-time back-ups of our content to ensure continuation of service
- Geographic redundancy of critical data
- Active Vulnerability and Malware scanning
- Annual Third-Party Penetration testing
- Anti-virus
- Consolidated logging with active threat monitoring

GovDeals takes the protection of your data seriously and employs the following encryption protocols:

- Data is encrypted while in transit (Transport Layer Security (TLS) 1.2 or greater)
- Data is encrypted while at rest; our Storage Service Encryption uses 256-bit Advanced Encryption Standard (AES)
- Credit card information is fully tokenized, and GovDeals maintains strict PCI-compliance

The GovDeals system and website exist in a fully redundant environment. The site is load-balanced across multiple servers. The infrastructure is hosted on the Microsoft Azure cloud platform, which supports our redundancy and scalability goals. All critical auction and customer data is fully replicated.

GovDeals utilizes multiple internal and external site monitoring systems to ensure appropriate responses to any warnings, critical issues, or other matters that need immediate attention 24 hours a day, 7 days a week, and 365 days a year.

- 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.

Fostering Seller Efficiency

Over the past two decades, we've designed features that enhance seller efficiency and streamline staff workflows while increasing seller return on investment (ROI). Let's explore some of the most popular features:

- **Internal Reallocation:** This feature allows the Participant to offer its surplus assets internally between departments or externally to other agencies or non-profit organizations before sending the assets out to public auction.
- **Dutch/Split Auctions:** GovDeals has not seen a viable market for Dutch auction or split auction functionality. Participants interested in these options are encouraged to reach out to GovDeals to explore ways we can suit your needs through other offered features or to consider development of specific functionality.
- **Reserve Pricing, Opening Bids, and Bid Increments:** These settings can be chosen by the Participant on a per-asset basis. Your Account Manager can advise you on reserve pricing based on past successes with similar government-owned assets. Additionally, GovDeals' auction calculator can recommend starting bids, bid increments, and auction dates; or these values can be input manually based on the Participant's decisions.
- **Dynamic Bid Increment:** This optional feature enables the bid increments to change in proportion to the latest high bid, which prevents participating bidders from placing low bid increments on high-dollar items.
- **Bid Deposits:** The Participant may require bidders to make a deposit for certain assets if desired. You 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 deposit, the bidder's account will be open to bid on the asset. The winning bidder's deposit may be applied to the final amount due; unsuccessful bidders will have their deposit returned in full.
- **Bidder Restrictions:** The Participant 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.
- **Copying/Reposting Previous Auctions & Auction Templates:** The Participant can easily repost a prior auction and can also copy a prior auction to get a jump-start on a similar auction listing without having to start from scratch. Additionally, your Account Manager will be available to create pre-set templates for your most common asset types to ensure efficiency in auction creation.
- **API Integrations:** GovDeals offers an advanced API that enables data to migrate into and out of the GovDeals system and into the Participant's asset management systems. This decreases data entry and provides a more comprehensive audit trail. Current GovDeals clients have used this interface to connect with AssetWorks, Web Data, and Ship Rush, among others. Additionally, GovDeals' API can interface with proprietary, client-developed systems.

- **Easy Auction Creation:** GovDeals' simple auction builder enables all descriptive details regarding an asset/lot to be loaded on one page, without the hassle of multiple steps and page load delays. Also, the user can move on to create their next auction listing while media (photos/video) load in the background. At any point of the process, the auction can be saved as a draft if the item is not yet ready for sale, or can be sent to another user for approval.
- **Responsive Design:** GovDeals' website is designed to be more accessible on all devices, including desktops, laptops, smartphones, and tablets. This responsive design enables web pages to render well on any device, at any orientation and screen size, making for a better user experience across a wide variety of platforms.
- **Tax Collection & Remittance:** In strict adherence to Marketplace Facilitator regulations, GovDeals assumes responsibility for tax calculation and collection. We will promptly remit any applicable taxes to the relevant taxing authorities. This process also includes keeping records of buyers' tax exemptions.
- **Asset Inspection Forms:** These forms are available in the Seller Dashboard to help collect descriptive information about assets, such as make/model/VIN, condition, unique details, etc. Many of our Sellers find this form useful to document asset-specific information while on the lot or in the warehouse, and later transcribe the information into an auction creation template. Sample forms for a variety of asset types are available for review.
- **VIN Decoder:** Built into the auction creation page, this useful tool enables users to input the VIN and automatically populate the year, make, and model of each vehicle.
- **Extension of Bidding:** Sometimes referred to as "Auction Overtime," this feature automatically extends an auction by three (3) minutes when a bid is placed in the final three (3) minutes of an auction's end time. This feature is optional but strongly encouraged due to its high success rate.
- **Security Levels:** Access to the GovDeals system can be tailored to the job duties of your employees. 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 Participant may offer an asset to the second-highest bidder with a single click if the highest bidder defaults on the sale. This feature is also useful if a reserve price is not met but the Participant wishes to offer the asset to the highest bidder.
- **Seller Approval:** The Participant can choose to approve or reject the final bid price of every sale before a bidder is officially awarded. The highest bidder is notified that they are "the highest bidder pending approval of the Seller" and will receive the Buyer's Certificate link if approved. This feature can be enabled on a per-asset basis.
- **Other Sale Types:** The GovDeals system can also be used for Buy Now, Make Offer (accept/decline), and Sealed Bid sales. These different sale types are offered under the same fee structure as the standard online auction method.
- **Question & Answer Tool:** Allowing prospective bidders to submit questions via the auction page provides the opportunity for the Participant to clarify, either privately or publicly, any additional information requested.
- **Departments Feature:** GovDeals offers the flexibility for sales data and/or remittance payments to be separated by department. This enables the Seller to direct funds to department-specific financial accounts; for example a City's Police Department could utilize the same GovDeals account, but receive their own ACH payments.

Seller Landing Pages

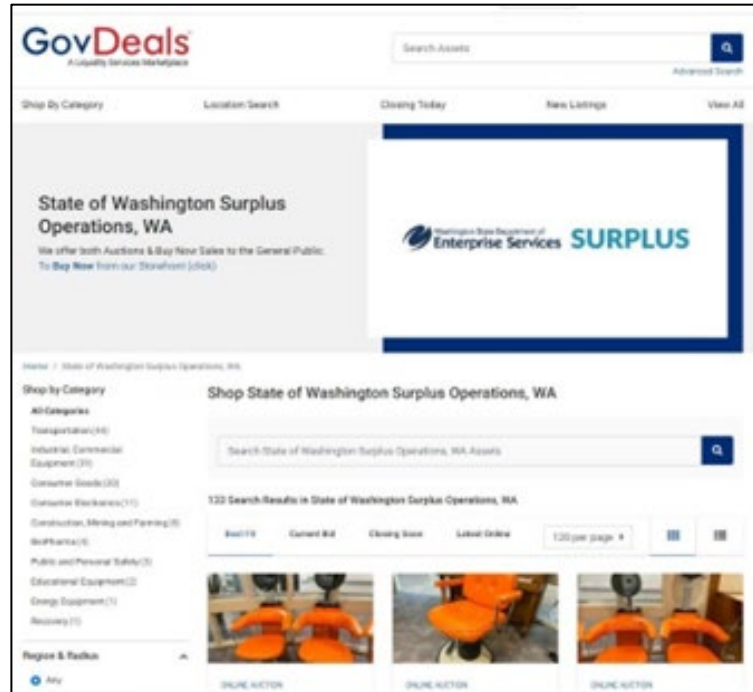
In addition to the previously described features, the GovDeals system supports further customization options for Participants to best showcase their auctions, all at no additional cost:

Custom URL

Each Participant can choose a targeted URL, such as www.govdeals.com/Region4ESC, to display all of the Participant's current auctions. Use this link on your website and social media pages to drive bidder participation for your surplus sales.

Seller Storefront

Go one step further and create a unique landing page within GovDeals' website showcasing only your Agency's surplus. Storefronts are most useful when a Participant consistently has items available at auction.



The Seller Storefront will be hosted on the custom URL described above, complete with Participant's logo and custom information displayed.

As an added bonus, all client Storefronts are showcased on our Seller Marketplaces landing page: www.govdeals.com/seller-marketplaces

Multiple Ways for Bidders to Find Your Auctions

Even without these custom features, each Participant's auction listings can be found in a variety of ways:

- By entering your assigned account number or name into the main search bar on the home page
- By using Location Search, which will populate all sellers in the chosen area
- By clicking "View seller's other assets" on any auction listing by your Agency
- By selecting your Agency's name in the "Seller Name" dropdown menu in Advanced Search
- By visiting the Seller Marketplaces resource, which showcases our Storefront-enabled Seller pages

In all cases, each Participant's auctions will be integrated with all other current GovDeals auctions. Integrating all assets to the main website facilitates an increase in an individual seller's bidder audience, which is proven to foster an increase in ROI.

- Describe the tools available to the bidder for participating in auctions, including but not limited to, email notifications, proxy bidding, identity protection, etc.

Bidder-friendly Functionality

With over two decades of experience, our global bidder database has grown to over five million people, including over one million throughout the United States.

We have incorporated an array of bidder-friendly features that keep our buyers returning to GovDeals again and again – in fact, we have an 80% repeat buyer rate.

Here are a few buyer-favorite features:

- **Outbid Alerts:** GovDeals' bidders can opt-in to receive text message and/or email notifications when they have been Outbid on an auction.
- **Saved Search Notifications:** After selecting specific search criteria, users can save that search and receive an email when new items matching the criteria are up for auction or ending soon. For example, heavy equipment in their state; Ford trucks within 50 miles of their location; or all assets auctioned by a specific Agency; and so much more.
- **Proxy Bid (Auto Bid):** Bidders can set their maximum price and the system places incremental bids until the maximum bid is reached or the asset is won. Bidders can opt for email notifications if outbid and will soon be able to receive SMS notifications as well.
- **Rapid Bid:** Within a bidder's account, they can place straight bids on the Open Lots page, enabling buyers the ease of entering bids on multiple auctions from a single page.
- **Identity Protection:** GovDeals provides security, antivirus, and firewalls to prevent hacking of any auction information from the servers, and to prevent bidders from learning the identity of another. Also, GovDeals is PCI-compliant and does not store buyers' payment information.
- **Bidder Support:** A dedicated, U.S.-based service staff of experienced GovDeals employees is available to bidders via live chat, email, or toll-free phone from Monday to Friday, 8 am and 7 pm ET.
 - **FAQ Access:** Bidders can find answers to common questions in the Frequently Asked Questions (FAQ) section on GovDeals.com.
 - **First-Call Resolution:** The Bidder Services Help Desk handles over 800 calls, emails, and live chats daily, achieving an impressive 97% first-call resolution rate.
 - **Multilingual Assistance:** The team includes Spanish-speaking staff, and a language service is available for prospective bidders who don't speak English or Spanish.

Bidder Default Prevention

While auction listings are viewable by any site visitors, visitors must be registered with GovDeals before placing a bid.

GovDeals' Bidder Verification Help Desk verifies every bidder to ensure that the registration information matches the individual to a phone number and a valid address. The GovDeals proprietary bidder registration process identifies bidders who have defaulted on previous auctions, preventing them from re-registering. This bidder verification function is the key that ensures that GovDeals maintains a low default rate of around 4%.

Defaulting bidders' accounts can be immediately locked, preventing them from participating in further auctions and, as mentioned, preventing them from re-registering for another account.

- Provide website information to include administrative access to the site.

Access to the GovDeals system can be tailored to the job duties of your employees. 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.

GovDeals welcomes the opportunity to provide a hands-on demonstration of the online auction system to the Evaluation Committee at your convenience.

- Include instructions and screen shots for navigating the various site tools.

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)
3. 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.
4. Under “Timing,” select “Sold,” then in the dropdown menu to the right, select the time period desired – ranging from 14 days to 1 year.
5. The search results will be displayed, including the number of auctions found meeting the search criteria.

Advanced Search

Advanced search is ideal for when you cannot find what you are looking for after trying out our filters on your search. Here you can apply a wide variety of filters to narrow down your search results to find exactly what you are looking for.

Keyword
international

Timing
Sold 1 Year

Category
Buses, Transit and School

Vehicle
Select Make Select Model Select Year

Location
United States of America Texas

Radius
Within 100 miles (160 km) Of Enter ZIP/Postal Code

☐ Display Map

Price
From 0 To 100000

Seller
Select a Seller

Search **Reset**

Results from this example search are provided in the screenshot below.

Home / Search Results / international

Shop by Category

◀ All Categories

◀ Transportation (3)

Passenger Vehicles (3)

Buses, Transit and School (3)

Region & Radius

Any

Within [US & Canada]

25 miles (40 km)

Of

Zip Code

Go

Americas (3)

Country

Any

United States of America (3)

State/Province

Florida (21)

Kentucky (8)

Alabama (7)

Arkansas (7)

Georgia (7)

North Carolina (6)

Ohio (5)

Tennessee (5)

New Jersey (4)

Iowa (3)

Texas (3)

Virginia (3)

Washington (2)

3 Results for sold within 1-year; international; Buses, Transit and School; Texas; United States of America

Save this Search

24 per page


Transportation

Passenger Vehicles

Buses, Transit and School

Americas

United States of America



ONLINE AUCTION


2001 International 3000

Marble Falls, Texas, USA

USD 2,525.00

(June 29, 2024 05:00 PM CDT)

LOT#: 20330-27



ONLINE AUCTION


2001 International 3000

Corrigan, Texas, USA

USD 2,125.00

(July 01, 2024 09:30 AM CDT)

LOT#: 5402-45



ONLINE AUCTION

2011 International CE

Jacksboro, Texas, USA


USD 1,125.00

(July 08, 2024 11:22 AM CDT)

LOT#: 7776-11

See What Our Sellers Have To Say


“Selling on GovDeals has ballooned into something bigger than anyone would have thought it would be. Our items usually sell for 30-50% more than when we were using public auctions. It’s amazing some of the money we get for our items. I’m just flabbergasted.”



Tom Woodard

City of Bellevue, NE

“We sold a property for \$310k, at no expense to our county! GovDeals helped us through the entire auction process, from inception to fund collection and completion of the sale. The process could not have been any easier”



BOCC

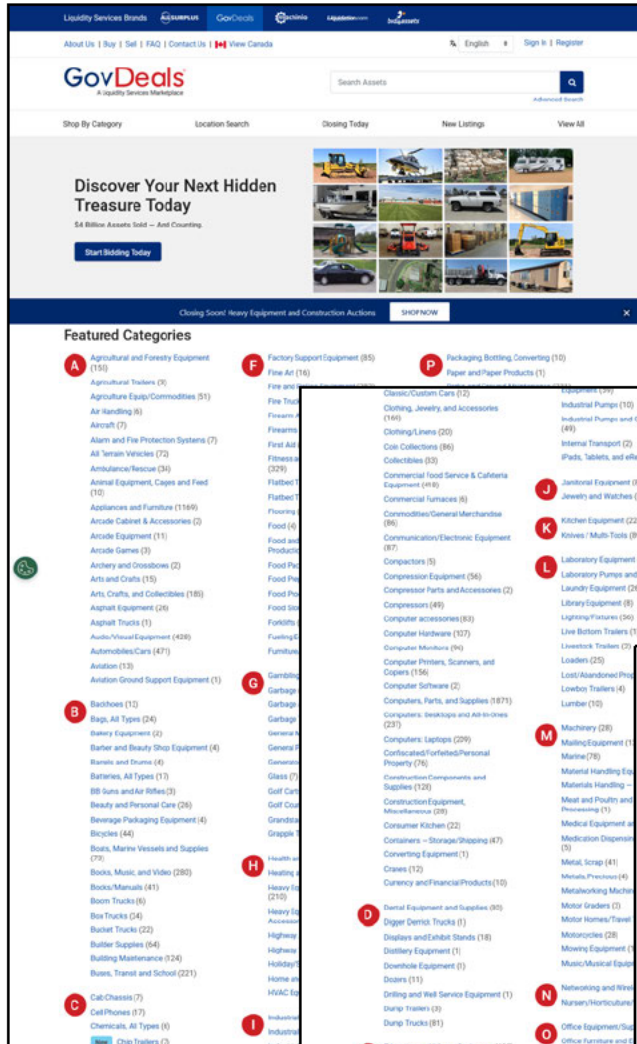
Taylor County

GovDeals
A Liquidity Services Marketplace

Products and Pricing – Parts A-C: Standard Services

Page 20

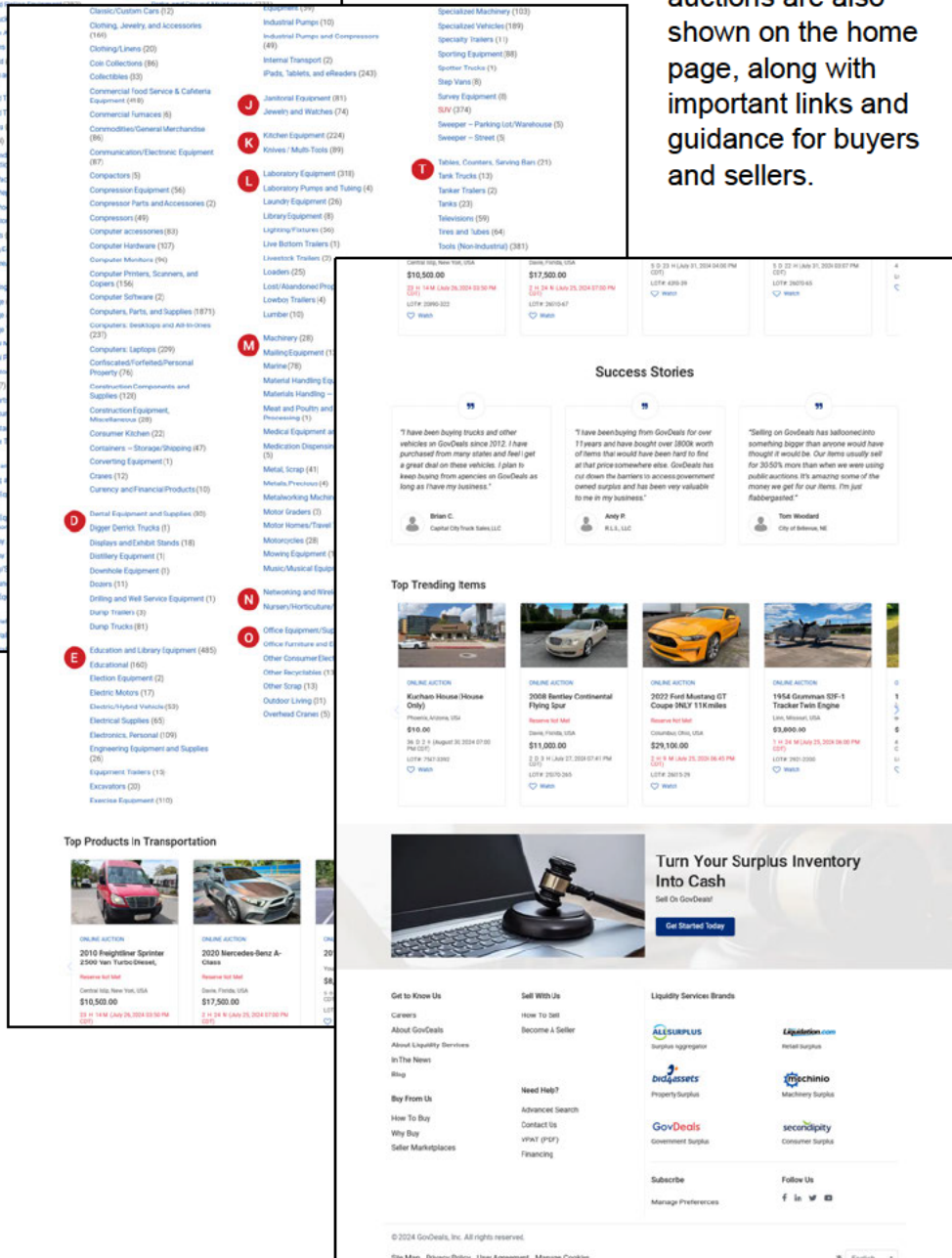
GovDeals' Home Page



In addition to robust search capabilities, users can click on any category link on our home page (www.GovDeals.com) to see current auctions in that category.

To minimize confusion, categories without any current listings are automatically removed from the home page to prevent needless clicking on empty categories.

Top trending auctions are also shown on the home page, along with important links and guidance for buyers and sellers.



- 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.

All auction records will be accessible to the Participant in perpetuity. Every aspect of the auction process will be tracked and recorded for each asset.

- 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.

GovDeals will offer comprehensive technical support and customer service to each Participant. This includes a dedicated Account Manager, a customer support help desk, a regional Business Development Manager, a marketing support team, a Customer Service team, and an accounting team to manage proceeds remittance.

- **Clients:** Your Account Manager may be reached by cell phone or email 24 hours a day, 7 days a week. If for any reason your Account Manager is not immediately available, GovDeals' Client Help Desk is available for support Monday-Friday from 8am-8pm EST. Staffed by fully trained Client Service Representatives, the Help Desk provides technical support and problem-solving by toll-free phone, live chat, and email.
- **Bidders/Buyers:** GovDeals provides multilingual bidder support from a dedicated, U.S.-based Customer Service center staffed by 15 experienced GovDeals employees. Bidder support is available by live chat, email, and toll-free phone Monday-Friday from 8am-7pm EST, as well as Frequently Asked Questions (FAQ) available on GovDeals.com.

Upgrade Packages: On a case-by-case basis with management approval, GovDeals may be positioned to provide scheduled on-site service appointments to help the Participant take photographs of their surplus assets and create their auction listings. Participants are encouraged to contact their Account Manager to discuss potential upgraded service. **See also:** **Part D: Value-Added Services** of our proposal.

- 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 a Participant's specific needs. We recommend discussing possible customizations with your Account Manager to determine if the feature is already available. Your Account Manager can be contacted by cell phone and email 24/7.

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 23 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.

v. Describe how Offeror responds to emergency orders.

In our industry, the most common urgent requests occur when a Seller encounters a large volume 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 the Agency take photographs of their surplus assets and create their auction listings, ensuring the urgent need can be resolved within 2-4 weeks.

vi. Describe Reporting:

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

Through our robust online platform, each Participant gains full transparency via secure, auditable reporting. These real-time reports cover surplus sale items, bid details, winning bidders' names, and cumulative data within any chosen date range. Purchasing officials can rest assured that their processes align with surplus disposition policies, and data can easily be exported to Excel for further analysis and recordkeeping.

We record all bids, provide real-time reporting, and offer summary reports within your account. You will have 24/7 access to detailed bid histories and audit trails, without expiration or archiving. Our interactive reports meticulously track assets from listing to sale, ensuring accuracy and efficiency. Plus, you can customize reports to fit your unique needs. Moreover, the most recent 12 months' auction results are publicly accessible on our site, again promoting transparency.

Embracing digital record-keeping and fund collection, we reduce the need for physical filing cabinets and paper records. All transaction documents completed on GovDeals are stored perpetually, including signed Bills of Sale. Auction proceeds are swiftly transferred via ACH, minimizing environmental impact and getting you paid quickly. Rest assured, whether under contract with GovDeals or not, Participants retain perpetual access to their GovDeals reports – no limitations, no expiration.

Following are examples of the powerful reporting tools offered by GovDeals. These tools provide real-time insights, transparency, and efficient management for surplus asset sales.

Sold Assets Report

The Sold Assets Report provides detailed data on 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 Participant's other recordkeeping systems, merged with additional inventory data, or filtered by department, category, etc.

More than 70 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.

Internal filters: department, name/address of asset's physical location, seller's POC for the asset, etc.

Auction data: starting bid, reserve amount, bid increment, number of hits to the auction page, number of bids placed, etc.

Buyer info: name, company, city, state, and extended info (buyer's user ID, name for vehicle title, full address)

Monetary data: sold amount, fee, net results, buyer's premium amount, tax amount and percentage if applicable, additional fee info (such as shipping/storage fee paid to seller by buyer), remittance payment number; and total sold amount, total fee, total net results, total taxes, etc.

Timeline: auction start/end dates and times, buyer payment date, asset pick up date, remittance payment date

Sold Asset Report

Build Sold Asset Report

Customize and save your report selections for your specific requirements. Click "Remember My Selections" below. Access your saved selections anytime and choose individual items or select all to display the desired data.

☐ Select All Items

[Expand All](#) | [Collapse All](#)

Asset (5)

☐ Asset Creator ☒ Asset ID ☐ Asset POC ☐ Authorized Bid Restriction

☐ Bid Certificate ID ☒ Category ☐ Category Family ☐ Category Type

☐ Currency Type ☐ Department ☐ Department # ☒ Description

☒ Inventory ID ☐ Location Address ☐ Location Name ☐ Long Description

☐ Make/Brand ☐ Meter ☐ Model ☐ Secondary Inventory ID

☒ Status ☐ Tier ☐ Target Valuation ☐ Title Restriction

☐ VIN/Serial # ☐ Weight ☐ Weight Type ☐ Year

[Deselect All](#) [Select All](#)

Buyer (1)

☐ Agency/Company ☐ Buyer Invoice ID ☐ City ☐ Country

☐ Extended Info ☒ Full Name ☐ ID # ☐ Payment Type

☐ State/Province ☐ Title To

[Deselect All](#) [Select All](#)

Monetary (2)

☐ Additional Fees ☐ Admin Fee ☐ Bill of Sale Other Amount ☐ Bill of Sale Other Amount Description

☐ Buyer's Premium ☒ Credit Date ☐ Credit Reason ☐ Net Results

☐ Paid Date ☐ Picked Up Date ☐ Seller Commission ☐ Seller Payment Amount

☐ Seller Payment Date ☐ Seller Payment # ☒ Sold Amount ☐ Tax

☐ Tax % ☐ VDP

[Deselect All](#) [Select All](#)

Sale Parameters (3)

☐ Approve Sale ☐ Auto Extension ☐ Bid Increment ☒ End Date

☐ Payment Reminder Date ☐ Removal Reminder Date ☐ Reserve ☐ Sale Type

☐ Start Date ☒ Starting Bid ☒ # of Bids ☐ # of Hits

☐ # of Visitors

[Deselect All](#) [Select All](#)

Charlotte, NC

Export to Excel

Date range: 16 Oct 2023 - 16 Nov 2023

| ID | Inventory ID | Description | Category | Buyer Name | Starting Bid | Sold Amount | Bids | Auction Ended | Status | C |
|------|--------------|-------------------------------|---------------------------|-----------------|--------------|-------------|------|-------------------------|--------|---|
| 3209 | lot 1882 | Assorted bus parts (lot 1882) | Buses, Transit and School | felix padilla | \$25.00 | \$25.00 | 1 | 01 Nov 2023 01:00 PM CT | NPU | |
| 3210 | lot 1883 | Assorted bus parts (lot 1883) | Buses, Transit and School | Jonathan Milner | \$75.00 | \$185.00 | 13 | 01 Nov 2023 01:30 PM CT | PU | |
| 3211 | lot 1884 | Assorted bus parts (lot 1884) | Buses, Transit and School | Chad Leamon | \$300.00 | \$1,900.00 | 28 | 01 Nov 2023 02:09 PM CT | PU | |
| 3212 | lot 1885 | Assorted bus parts (lot 1885) | Buses, Transit and School | Chad Leamon | \$300.00 | \$625.00 | 6 | 01 Nov 2023 02:30 PM CT | PU | |
| 3213 | lot 1886 | Assorted bus parts (lot 1886) | Buses, Transit and School | David Koback | \$200.00 | \$295.00 | 3 | 01 Nov 2023 03:00 PM CT | PU | |

Current Bid Report

The Current Bid Report allows the Participant 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.

Select any of the items to display the data or check all items.

| | | | |
|---|---|---|---|
| <input checked="" type="checkbox"/> Asset ID | <input checked="" type="checkbox"/> Inventory ID | <input checked="" type="checkbox"/> Description | <input type="checkbox"/> Location |
| <input type="checkbox"/> Asset POC | <input checked="" type="checkbox"/> Reserve | <input checked="" type="checkbox"/> Opening Bid | <input checked="" type="checkbox"/> Current Bid |
| <input checked="" type="checkbox"/> # of Bids | <input type="checkbox"/> Bid Increment | <input checked="" type="checkbox"/> End Date | <input checked="" type="checkbox"/> # of Visitors |
| <input checked="" type="checkbox"/> # of Hits | <input checked="" type="checkbox"/> # of Watchers | <input type="checkbox"/> Tier | <input type="checkbox"/> Auto Extension |
| <input checked="" type="checkbox"/> Include Assets with no Bids | | | |
| <input type="checkbox"/> Export to Excel | | | |
| <input type="button" value="Continue"/> | | | |

57 auctions returned.

| ID # | Inventory ID | Description | Auction Type | Reserve | Opening Bid | Current Bid | # Bids | Auction End | # Visitors | # Hits | # Watchers |
|-------|--------------------------|---|----------------|-------------|-------------|-------------|--------|-------------------------|------------|--------|------------|
| 26644 | 230003162 (REC) | Lot of Imacs | Online Auction | \$0.00 | \$100.00 | \$0.00 | 0 | 18 Jul 2023 03:00 PM ET | 1 | 1 | 35 |
| 27376 | 2310743008 (Auction Lot) | 2017 Ford Taurus Police AWD 4-DR, 3.7L V6 | Online Auction | \$11,000.00 | \$1,000.00 | \$6,900.00 | 7 | 14 Jul 2023 09:30 AM ET | 632 | 845 | 56 |
| 27434 | 2310744010 (Auction Lot) | 2018 Ford Taurus 4-DR, 3.5L V6 | Online Auction | \$11,500.00 | \$1,000.00 | \$8,500.00 | 3 | 14 Jul 2023 12:00 PM ET | 425 | 514 | 78 |

Bill of Sale

A Bill of Sale will be automatically populated with the Participant's information (including Agency logo/seal if desired); the winning bidder's name; and all the information regarding the asset sold. The Bill of Sale can be emailed to the winning bidder or printed and given to the bidder when they arrive to pick up the item won at the auction.

The Bill of Sale contains a customizable 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.”**

Participants are encouraged to obtain a Bill of Sale for every item picked up 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 record.

| | | | |
|--|---|--|--|
| State of South Carolina 1441 Boston Ave West Columbia, SC 29170-2137 | |  | |
| Bill of Sale Date: 05 Jul 2023 Asset ID: 27960 | Bill of Sale ID: 712202327960 Inventory ID: 2313549005 (School Fence) Award Amount: \$6,166.00 USD | | |
| Asset Information | | | |
|  | Description: 2012 Chevrolet Tahoe Police RWD 4-DR, 5.3L V8 Year: 2012 Make/Brand: Chevrolet Model: Tahoe VIN/Serial: 1GNLC2E04CR320146 Body: SPORT UTILITY 4-DR Trim: Police Color: Meter: 146155 Miles (Accurate?: Yes) Title Restriction: No Title Restriction | | |
| Sale Information | | | |
| Actual Sold Amount: \$6,166.00 USD Other Amount: \$0.00 USD Administrative Fee: \$462.45 USD Total Amount: \$6,628.45 USD | | Other Amount Description: | |
| Buyer Information | | | |
| Bruce Pruitt 20636 US HWY 441 South COMMERCE, GA 30529 USA bpruitt1@windstream.net 706-335-2335 | | Asset is sold as is, where is and without warranty. Once the asset is removed from the seller's premises there is no refund of monies previously paid. Buyer/Agent Signature: _____ Print Name: _____ Date: _____ | |

Paid For & Picked Up Reports

Paid For/Picked Up Reports ("PPU Report") can be generated within each Participant's account to display all items sold at auction, separated by status. This three-part PPU Report provides real-time status lists of auctions that have not been paid for; auctions paid for but not yet picked up; and auctions paid for that have been picked up.

The "Not Paid" and "Paid, Not Picked Up" reports include a single-click reminder feature that enables users to send a notification to the winning bidder reminding them that the payment or pick-up deadline has passed. Reminders can be automated or sent manually. These reports also contain an "Add Note" feature, which allows the users to leave notes on the status of the transaction (e.g., "buyer given an additional week to pay").

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

Not Paid

Asset POC: All Location: All Buyer: All

Search Export to Excel

| ID | Inv ID | Buyer | Status | Last Reminder | Notes | Description | End Date Time | High Bid | + GST | Adm'l Fees | Total | GovDeals Fee | Fee Tax | Net Pay |
|------|--------|-------|----------|--|---------------------------|---|----------------------------|---------------|------------|------------|--------------|--------------|-----------|--------------|
| 2403 | CAH638 | | Not Paid | Reminder 09 Oct 2023 09:06 AM ET | View Note | 2019 John Deere Wheel Loader - Model 444K | 09 Oct 2023 05:13 PM ET | \$136,900.00* | \$6,875.00 | | \$143,775.00 | -\$6,616.25 | -\$470.81 | \$136,687.94 |
| 2446 | FL43 | | Not Paid | Reminder | Add Note | Lot of 7 (Seven) Motor Grader Penders | 12 Oct 2023 03:30 PM ET | \$57.00* | \$2.85 | | \$59.85 | -\$3.85 | -\$0.19 | \$55.81 |
| 2447 | FL44 | | Not Paid | Reminder | Add Note | Reversible Snow Plow: Teneco TCP-11-0-02 E4-HA2 | 12 Oct 2023 03:33 PM ET | \$900.00* | \$25.00 | | \$925.00 | -\$33.75 | -\$1.89 | \$889.16 |
| 2448 | FL45 | | Not Paid | Reminder | Add Note | Lot of Two (2) Backhoe Attachments: Asphalt Cutter & Hydraulic Hammer | 12 Oct 2023 03:40 PM ET | \$901.00* | \$45.05 | | \$946.05 | -\$60.82 | -\$3.04 | \$882.19 |
| 2449 | FL46 | | Not Paid | Reminder | Add Note | Hydraulic Quick Coupler: PowerBolt by Weber PS-07-47507 | 12 Oct 2023 03:51 PM ET | \$1,000.00* | \$50.00 | | \$1,050.00 | -\$67.50 | -\$3.37 | \$979.13 |

Paid, Not Picked Up

Asset POC: All Location: All Buyer: All

Search Export to Excel

| ID | Inv ID | Buyer | Paid | Status | Last Reminder | Notes | Description | End Date Time | High Bid | + GST | Adm'l Fees | Total | GovDeals Fee | Fee Tax | Net Pay |
|------|---------|-------|-------------|--------|--|---------------------------|----------------------------|----------------------------|-----------|---------|------------|----------|--------------|---------|----------|
| 2344 | BNF0077 | | 11 Sep 2023 | | Reminder 28 Sep 2023 05:30 PM ET | View Note | Reflex Sight: Nighter | 07 Sep 2023 07:02 PM ET | \$29.00* | \$1.25 | | \$29.25 | -\$1.89 | -\$0.08 | \$24.48 |
| 2404 | CH063A | | 09 Oct 2023 | | Reminder | Add Note | Laptop: Dell Latitude 7480 | 09 Oct 2023 03:30 PM ET | \$180.00* | \$9.00 | | \$189.00 | -\$12.15 | -\$0.61 | \$176.24 |
| 2406 | CH064A | | 09 Oct 2023 | | Reminder | Add Note | Laptop: Dell Latitude 7490 | 09 Oct 2023 03:43 PM ET | \$210.00* | \$10.50 | | \$220.50 | -\$14.17 | -\$0.71 | \$205.62 |

Paid, Picked Up

Search by Payment# Or Auction ended between: Start Date: 9/1/2023 End Date: 9/30/2023

Asset POC: All Location: All Buyer: All

Search Export to Excel

| ID | Inv ID | Buyer | Picked Up | Notes | Description | End Date Time | High Bid | + GST | Adm'l Fees | Total | GovDeals Fee | Fee Tax | Net Pay | Payment # | Seller Payment Date |
|--|--------|-------|-------------|--------------------------|--------------------------|----------------------------|----------|--------|------------|---------|--------------|---------|---------|---------------|---------------------|
| Electronic Payments Received from GovDeals | | | | | | | | | | | | | | | |
| 2349 | BNF171 | | 10 Sep 2023 | Add Note | Gun Bag: Unknown Brand | 07 Sep 2023 03:46 PM ET | \$10.00* | \$0.50 | | \$10.50 | -\$0.67 | -\$0.03 | \$9.80 | EF70000006762 | 15 Sep 2023 |
| 2356 | BNF176 | | 10 Sep 2023 | Add Note | Gun Bag: Cabela's | 07 Sep 2023 03:50 PM ET | \$10.00* | \$0.50 | | \$10.50 | -\$0.67 | -\$0.03 | \$9.80 | EF70000006762 | 15 Sep 2023 |
| 2355 | BNF177 | | 14 Sep 2023 | Add Note | Gun Bag: Redhead | 07 Sep 2023 03:21 PM ET | \$12.00* | \$0.60 | | \$12.60 | -\$0.81 | -\$0.04 | \$11.75 | EF70000006646 | 22 Sep 2023 |
| 2357 | BNF175 | | 15 Sep 2023 | Add Note | Gun Bag: Plano Gun Guard | 07 Sep 2023 03:23 PM ET | \$10.00* | \$0.50 | | \$10.50 | -\$0.67 | -\$0.03 | \$9.80 | EF70000006646 | 22 Sep 2023 |
| 2358 | BNF180 | | 10 Sep 2023 | Add Note | Gun Bag: Boyt | 07 Sep 2023 03:24 PM ET | \$34.00* | \$1.70 | | \$35.70 | -\$3.29 | -\$0.11 | \$30.30 | EF70000006762 | 15 Sep 2023 |
| 2362 | BNF184 | | 15 Sep 2023 | Add Note | Gun Bag: Plano Gun Guard | 07 Sep 2023 03:30 PM ET | \$10.00* | \$0.50 | | \$10.50 | -\$0.67 | -\$0.03 | \$9.80 | EF70000006646 | 22 Sep 2023 |

Asset Status Report

The Status Report provides the ability to quickly display asset auction data according to status, such as those at ready for auction, live auctions, items sold, and auctions listed as on hold, as well as auctions that closed with no bids or those that did not meet reserve.

Asset Statuses

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

| | | | |
|--|---|--|---|
| Asset | | | |
| <input type="checkbox"/> Asset ID | <input type="checkbox"/> Asset POC | <input type="checkbox"/> Category | <input type="checkbox"/> Department |
| <input type="checkbox"/> Description | <input type="checkbox"/> Inventory ID | <input type="checkbox"/> Location Id | <input type="checkbox"/> Dept. # |
| <input type="checkbox"/> Tier | <input type="checkbox"/> Secondary Inventory ID | <input type="checkbox"/> Location Name | <input type="checkbox"/> # of Photos |
| <input type="checkbox"/> VIN/Serial # | <input type="checkbox"/> Make / Brand | <input type="checkbox"/> Location Address | <input type="checkbox"/> Miles/Hours |
| <input type="checkbox"/> Year | <input type="checkbox"/> Long Description | <input type="checkbox"/> Model | <input type="checkbox"/> Authorized Bid Restriction |
| <input type="checkbox"/> QAL # | <input type="checkbox"/> Asset POC Email | <input type="checkbox"/> Title Restriction | <input type="checkbox"/> Auction Preview URL |
| <input type="checkbox"/> Last Action Date | <input type="checkbox"/> Status | <input type="checkbox"/> Asset POC Phone # | <input type="checkbox"/> Weight Type |
| <input type="checkbox"/> Classification | <input type="checkbox"/> SKU | <input type="checkbox"/> Weight | <input type="checkbox"/> ASIN |
| <input type="checkbox"/> EAN | <input type="checkbox"/> # Watchers | <input type="checkbox"/> NSN | |
| | | <input type="checkbox"/> Approve Sales | |
| Auction | | | |
| <input type="checkbox"/> Starting Bid | <input type="checkbox"/> Reserve | <input type="checkbox"/> Bid Increment | <input type="checkbox"/> # of Visitors |
| <input type="checkbox"/> # of Bids | <input type="checkbox"/> Start Date | <input type="checkbox"/> End Date | <input type="checkbox"/> # of Hits |
| <input type="checkbox"/> # of Bidders | <input type="checkbox"/> Event # | <input type="checkbox"/> Event Name | <input type="checkbox"/> Event Date |
| | <input type="checkbox"/> Invoice Date | <input type="checkbox"/> Invoice | <input type="checkbox"/> Monetary Type |
| <input type="checkbox"/> Auto Extension | | | |
| <input type="checkbox"/> Auction Type | | | |
| Buyer | | | |
| <input type="checkbox"/> Full Name | <input type="checkbox"/> Agency/Company | <input type="checkbox"/> City | <input type="checkbox"/> State/Province |
| <input type="checkbox"/> Title To | <input type="checkbox"/> Extended Info | <input type="checkbox"/> Country | <input type="checkbox"/> ID # |
| Monetary | | | |
| <input type="checkbox"/> Additional Fees | <input type="checkbox"/> Sold Amount | <input type="checkbox"/> Tax | <input type="checkbox"/> GovDeals Fee |
| <input type="checkbox"/> Credit Reason | <input type="checkbox"/> Net Results | <input type="checkbox"/> Tax % | <input type="checkbox"/> Credit Date |
| <input type="checkbox"/> Admin Fee | <input type="checkbox"/> Buyer's Premium | <input type="checkbox"/> Bill of Sale Other \$ | <input type="checkbox"/> Reason for Inactive |
| <input type="checkbox"/> High Bid | <input type="checkbox"/> Opening Bid | <input type="checkbox"/> Bill of Sale Other \$ Description | <input type="checkbox"/> Paid Date |
| <input type="checkbox"/> Picked Up Date | <input type="checkbox"/> Reserve Amount | <input type="checkbox"/> Bid Increment | |
| <input type="checkbox"/> Seller Payment \$ | <input type="checkbox"/> Check Date | <input type="checkbox"/> Check # | |

Start Date
 or ☐ Check here to get all assets from the beginning.

☐ Export to Excel

Buyer’s and Seller’s Certificates

When an auction closes, an email notifying the bidder of the award will automatically be sent to the winning bidder for access to the relevant Buyer’s Certificate(s); and a matching Seller’s Certificate will be sent to the auction’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 your Agency’s terms and conditions.

Contact information for the pick-up is provided to the buyer, as well as payment and removal instructions.

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 auction POC regarding the payment receipt. Upon receipt of Payment Confirmation, the seller may release the asset to the buyer.

From: Accounting@Govdeals.com
 Sent: Wednesday, July 10, 2024 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.

| | |
|--|--|
| <p>BUYER (#716433)</p> <p>Name: DAVID</p> <p>Company: na</p> <p>Title To: DAVID</p> <p>Phone: 530-788-9100</p> <p>Email: david@trinitycounty.org</p> <p>Address: 104 John St Weaverville, CA 96093</p> | <p>SELLER (#7248)</p> <p>Agency: Trinity County Health and Human Services, CA</p> <p>Contact: Darlene</p> <p>Phone: 530-788-9100</p> <p>Fax: 530-468-1100</p> <p>Email: darlene@trinitycounty.org</p> <p>Address: 55 Industrial Pk Way Weaverville, CA 96093</p> |
|--|--|

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: | 1FMRU16W31L844912 | 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.

Partner Report

GovDeals' Partner Report tracks and reports sales under cooperative contracts. This report will be available in Region 4/OMNIA's administrative account for auditing and management purposes.

Detailed on the Partner Report are each Participants' 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).

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 | Barling, 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 | Centerlon, 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 | McCrory, 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 nonpayment by bidders.
 - **Bidder Invoicing:** At close of auction, winning bidders will automatically be sent a Buyer's Certificate (example shown on [Page 28](#)). 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 when applicable.
 - **Bidder Payment:** After a successful transaction, buyers will receive an email receipt confirming their online payment has been received by GovDeals. (Example shown on [Page 28](#).) Notification of payment receipt will also be sent to the Participant, and the Participant 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 shown on [Page 26](#)), 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.

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

GovDeals is committed to a high level of customer service to our client sellers and to our bidders.

- **Bidders/Buyers:** GovDeals provides multilingual bidder support from a dedicated, U.S.-based Customer Service center staffed by 15 experienced GovDeals employees. GovDeals' bidder-facing Customer Service team has a 97% first-call resolution rate. Inquiries from bidders are addressed immediately whenever possible, and in no more than one business day. Bidder support is available by live chat, email, and toll-free phone Monday-Friday from 8am-7pm EST, as well as Frequently Asked Questions (FAQ) available on GovDeals.com.
- **Clients/Participants:** If a Participant encounters technical issues or needs help resolving a problem, the Participant's Account Manager may be contacted 24 hours a day and will work with all members of the Agency's staff to timely resolve any problem encountered. GovDeals' Account Managers are armed with the knowledge and the authority to make most decisions and resolve most problems, preventing a delay in service for management to be consulted.

Additionally, Participants have access to our Client Services Help Desk, staffed by fully trained Client Service Representatives who are available for technical questions, support, and training. The Client Services Help Desk is available Monday-Friday from 8am-8pm EST by live chat, toll-free phone, and email.

- **Escalation and Problem Resolution:** When the need arises, Account Managers will escalate issues to the appropriate management team, such as GovDeals' IT

Department, Client Relationships Management, Director of Finance, or to a Vice President. GovDeals' management team is available to Participants at any time by phone and email, and we will provide meetings for problem solving and strategy development when needed.

GovDeals' management is sensitive to the needs of our clients and takes complaints from clients very seriously. As such, when management is made aware of a problem causing distress to a client, the matter is given top priority to resolve the issue and prevent reoccurrence of the problem. The GovDeals management team will evaluate the complaint and address the issue with urgency, involving a steering committee if appropriate. Personnel matters are addressed by the staff member's direct manager and the company's senior management.

Complaints or problems with the GovDeals platform that warrant code updates to the system will be addressed by the Account Management Team, IT Department, and senior management. A design document will be drafted for all involved to review, detailing the problem/request as presented and system impacts with guidance for the development and quality assurance teams to utilize. The GovDeals management team will address the issue with the steering committee and arrange for code development, testing, and deployment to production in a timely manner.

viii. 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 28](#)). 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 when applicable.
- **Seller Invoicing:** The Invoicing Report, also referred to as the reconciliation statement, details all assets sold each month. Although the majority of our sellers are not required remit payment to GovDeals, this statement is sent to the seller to summarize the month's financial transactions. The report 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 due, if any.

ix. 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.

GovDeals' implementation/customer transition plan and training details are provided on [pages 5 and 81](#).

x. Describe the financial condition of Offeror.**Financial Reliability**

Over the past 23 years, GovDeals has transacted over \$4.6 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 \$3.2 billion transacted through GovDeals' payment collection and remittance program.

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.

GovDeals' clients are able to easily manage their auctions from beginning to end within the secure GovDeals system, significantly reducing the work and risks involved in handling and managing these buyer payments on their own. And because GovDeals can "withhold" our fee (Buyer's Premium) before remitting proceeds to our Clients, Participants will have no bill to pay for auction services.

As a testament to the success of our financial settlement services, GovDeals collects, protects, and remits payments for 96% of our 19,000+ government clients.

Eliminating Sellers' Liability

A major benefit of electing GovDeals to collect and remit proceeds is that GovDeals accepts all liability for fraud and chargebacks that may occur.

All payment disputes after pickup of an asset are handled by GovDeals, eliminating liability on part of the Participant. And unlike some auction companies, GovDeals does not withhold payment of a Seller's auction proceeds during the 30-day chargeback liability window.

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 for assets won at auction.

Insurance Coverage and Bonding Capability

GovDeals is covered by a \$10M 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 Participant named as Additional Insured upon request.

GovDeals also obtains surety/performance bonds on behalf of Clients when this is required.

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 110 direct full-time employees, including a 18-person accounting and finance department. In addition to this direct staffing, additional support and substantial resources come from our parent company, Liquidity Services, Inc. (LSI).

Liquidity Services is a debt-free and financially strong corporation that operates several other reverse supply chain online marketplaces in addition to GovDeals.

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

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

xi. 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.

GovDeals' success relies on robust advertising and marketing efforts. We allocate substantial resources to promote Participants' assets, recognizing that heightened competition directly influences the revenue that government entities earn from their surplus sales. Participants will benefit from our comprehensive marketing services without any extra charges.

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 Participant's previous bidders
- Custom marketing

Our dedicated Marketing Department handles approximately 3,000 monthly advertisements, social media posts, and email promotions to bolster our government sellers' auctions. We create compelling ads posted on websites with targeted audiences, press releases, case studies, and other promotional materials, ensuring a steady flow of targeted website traffic to showcase all Participants' surplus assets.

Regular communication between Account Managers and our Marketing Department ensures that the Participant remains involved in decision-making. Whether approving ads or shaping marketing strategies, we collaborate closely to achieve optimal results for your auctions.

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