



MASTER AGREEMENT #111424
CATEGORY: Auction Services with Related Solutions
SUPPLIER: Liquidity Services Operations, LLC dba GovDeals

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Liquidity Services Operations, LLC dba GovDeals, 6931 Arlington Road, Suite 460, Bethesda, MD 20814 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on January 27, 2029, unless it is cancelled or extended as defined in this Agreement.
 - a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
 - b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in (Solicitation #111424) to Participating Entities. In Scope solutions include:
 - a) Solutions for the sale and disposal of excess equipment by auction, including:
 - 1) Live on-site auctions;
 - 2) On-line auction services; and,
 - 3) Live streaming auction services.
 - b) Services related to the solutions described in subsection 1. a. above, including market value assessment, marketing, promotion, support and training, equipment appraisals, web portal and hosting, bidder registration and management, equipment transportation and preparation, financing and payment alternatives, rebate programs, post-auction settlement, auction-related storage and shipping options. Proposers may include such related services to the extent that the services are complementary to the auction solutions being proposed.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

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

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R. § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

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

Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

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

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

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit

Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcwell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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

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

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

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance

with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

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

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

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
 - Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier

or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**

a) **During the term of this Agreement:**

i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) **Use; Quality Control.**

i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

- 20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.
- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
 - d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to

the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

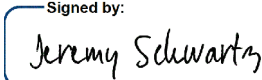
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

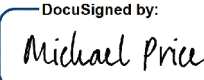
Sourcewell

Liquidity Services Operations, LLC
dba GovDeals

Signed by:

C0FD2A139D06489...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer

Date: 1/22/2025 | 10:18 AM CST

DocuSigned by:

CCB19588953C4C0...

By: _____
Michael Price
Title: Vice President Revenue

Date: 1/22/2025 | 8:12 AM PST

RFP 111424 - Auction Services with Related Solutions

Vendor Details

Company Name: Liquidity Services Operations, LLC

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

Address: 6931 Arlington Rd.
Suite 460
Bethesda, MD 20814

Contact: Alicia Andrews

Email: vendor@govdeals.com

Phone: 334-274-3846

Fax: 334-387-0519

HST#: 52-2293687

Submission Details

Created On: Thursday September 26, 2024 08:44:02

Submitted On: Thursday November 14, 2024 11:53:36

Submitted By: Alicia Andrews

Email: vendor@govdeals.com

Transaction #: 8700cc5d-1fed-4d03-bc1f-72218430c33e

Submitter's IP Address: 47.36.208.11

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer’s corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Liquidity Services Operations, LLC dba GovDeals	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Liquidity Services Operations, LLC dba GovDeals will be the primary supplier executing the master agreement with Sourcewell. Other subsidiaries, authorized affiliates, and other entities which may be involved in offering and performing the delivery of solutions include: Bid4Assets, Inc.; Sierra Auction Management, Inc.; LSI Liquidity Services Canada Ltd.; and Liquidity Services, Inc. Liquidity Services, Inc., is the ultimate parent company of Liquidity Services Operations LLC dba GovDeals, Bid4Assets, Inc., Sierra Auction Management, Inc., and LSI Liquidity Services Canada Ltd.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	8NSV4	*
5	Provide your NAICS code applicable to Solutions proposed.	561499	
6	Proposer Physical Address:	6931 Arlington Rd., Ste. 460 Bethesda, MD 20814	*
7	Proposer website address (or addresses):	www.govdeals.com www.govdeals.ca www.bid4assets.com www.sierrauction.com www.liquidityservices.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer):	Michael Price, Vice President, Revenue 6931 Arlington Rd., Ste. 460, Bethesda, MD 20814 mprice@govdeals.ca 800-613-0156	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Alicia Andrews, Supervisor, Proposal Team 6931 Arlington Rd., Ste. 460 Bethesda, MD 20814 vendor@govdeals.com 334-306-6401	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A	

Table 2A: Financial Viability and Marketplace Success (50 Points)

Line Item	Question	Response *
11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	GovDeals, founded in 1999, was acquired by Liquidity Services, Inc., in 2008. Headquartered in Bethesda, MD, Liquidity Services is a publicly held corporation with stock traded under the call letters LQDT on the NASDAQ stock exchange. Liquidity Services is a debt-free and financially strong corporation that operates several reverse supply chain online marketplaces including GovDeals. Today, more than 19,000 state and local governments have transitioned surplus auctions to GovDeals.com, and our company has facilitated the sale of over 3 million government-owned assets/lots for total auction sales surpassing \$4.8 billion. Since GovDeals was first awarded a Sourcewell contract in 2011, over 1,400 Sourcewell Members have successfully sold over \$329 million in surplus auction sales on GovDeals.com. What our clients like most about GovDeals: GovDeals auctions are conducted in a totally transparent environment with terms and conditions, bid history, and results easily accessible by the public during the auction and for one full year after auction completion. Robust reporting and a full audit trail are readily accessible within each GovDeals client's account. Our clients have access to consultative service and proven auction strategies that have been developed and fine-tuned during GovDeals' 24 successful years in the government online auction business. GovDeals remits payments to clients weekly, and GovDeals shoulders liability for chargebacks or fraud that may occur. Extensive marketing outreach is conducted to targeted bidders at GovDeals' expense. This drives competitive bidding, increasing the final selling price of each client's auctioned assets. Marketing efforts provided by GovDeals include targeted vertical print and online publications, email marketing, local advertising, press releases, and more.
12	What are your company's expectations in the event of an award?	The management team at GovDeals will continue to endorse and sponsor the Sourcewell contract if awarded. With extensive cooperative award experience and knowledgeable teams already in place throughout the U.S. and Canada, GovDeals is positioned to continue to leverage this award. Currently, over 1,400 government agencies participate in Sourcewell's GovDeals contract, achieving over \$61 million in total auction sales during the most recently completed contract year, and we will continue to work every day to grow these totals.
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	Our company's most recent Audited Financial Statement has been provided as an attachment.
14	What is your US market share for the Solutions that you are proposing?	Among companies providing online sales of state and local government surplus, we estimate our market share approximately 50%.
15	What is your Canadian market share for the Solutions that you are proposing?	GovDeals continues to be the only provider of a self-service online government surplus auction solution licensed to conduct business in Canada. GovDeals has experienced remarkable growth in its Canadian business since launching in the market 12 years ago, with nearly 1,200 provincial and local governments utilizing our platform. Total sales among GovDeals' Canadian clients exceeds \$240M, with over \$37M (CAD) sold in the past 12 months. We estimate our current Canadian market share at 15%.
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Liquidity Services Operations LLC dba GovDeals has not been involved in any bankruptcy proceedings. We agree to provide notice to Sourcewell if we enter a bankruptcy proceeding at any time during the pendency of this RFP evaluation.

17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	GovDeals is a service provider. We have approximately 110, full-time employees, including 65+ Account Managers and Business Development Managers working in the field across the United States and Canada to serve government agencies in their respective regions. Each participating Sourcewell member will have a dedicated account team, including an Account Manager and Business Development Manager, to provide hands-on service and support as needed. Additionally, in the event your GovDeals Account Manager is not immediately available by phone or email, the Member will have access to our Client Help Desk, staffed by experienced Client Services Representatives who are available for technical questions, support, and training. The Help Desk is available on weekdays by live chat, toll-free phone, and email. GovDeals is committed to maintaining the optimum client-staff ratio and maximize the service provided to Sourcewell and its Member. As we continue to grow, new hires are carefully selected by senior management to ensure GovDeals' commitment to superior service is not just uninterrupted, but strengthened.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	GovDeals maintains applicable business licensing throughout the U.S. and Canada in compliance with our clients' local ordinances. These include auction business licenses in Florida, Georgia, Louisiana, and Pennsylvania, among others, and used vehicle dealer licenses in Ontario, British Columbia and California.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	N/A. Liquidity Services Operations LLC dba GovDeals has not been subject to any debarments or suspensions. We will provide notice to Sourcewell if we enter a debarment or suspension status any time during the pendency of this RFP evaluation.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	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, NV. The award recognizes and honors the company that 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 carbon footprint. Additionally, our company was awarded the USPS Supplier Excellence Award in 2018. The company has been named to Forbes Magazine List of Best Small-Cap Companies in America six times, and The Washington Post Top 200 Companies seven times, as well as receiving multiple additional awards for its innovation, client success, growth, and sustainability efforts.	*
21	What percentage of your sales are to the governmental sector in the past three years?	GovDeals' market is focused on the governmental sector. Of our 19,000+ clients, 95% are government organizations including municipalities, state and federal governments, county governments, education entities, law enforcement agencies, fire departments, public utilities, and transit authorities. Our non-government clients include select commercial utilities, energy companies, and nonprofit organizations.	*
22	What percentage of your sales are to the education sector in the past three years?	The education sector is a significant portion of GovDeals' client base. Of our 19,000+ clients, 18% are education organizations, including K-12 organizations, community colleges, and institutions of higher education.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Our current cooperative contracts are listed below, along with annual sales volume over the past three years. Sourcewell - \$61 Million (2023-2024); \$51 Million (2022-2023); \$44 Million (2021-2022) NASPO ValuePoint - \$48 Million (2023-2024); \$41 Million (2022-2023); \$52 Million (2021-2022) OMNIA Partners - \$11 Million (2023-2024); \$10 Million (2022-2023); \$5 Million (2021-2022) BuyBoard - \$5 Million (2023-2024); \$5 Million (2022-2023); \$4 Million (2021-2022)	*

24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GovDeals holds no GSA contracts.	*
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Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Riverside, CA	Jennifer McCoy	951-826-5564	*
City of Mobile, AL	John Paine	251-208-7573	*
Iowa Department of Transportation	Mike Harvey	515-231-5102	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

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

Line Item	Question	Response *	
26	Sales force.	GovDeals' has 21 Business Development Managers working remotely from across the United States and Canada to serve government agencies in their respective regions. See attached Business Development maps in the enclosed Additional Information document.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	N/A. GovDeals does not utilize a network of Authorized Sellers such as dealers or resellers.	*
28	Service force.	GovDeals' has 27 Account Managers working in the field across the United States and Canada to serve government agencies in their respective regions. See attached Account Management Team map in the enclosed Additional Information document. Additionally, GovDeals' staff includes robust departments managing marketing outreach, client support, operations, accounting, and IT/web development.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	To sign up as a new seller, a government entity can fill out the "Become a Seller" information on our website, and enter "Sourcwell" in the comments box to designate the intent to utilize this contract. Our Sales Support team will then contact the agency for any additional information that may be needed, and the assigned Account Manager will support the agency through the onboarding process. GovDeals has a built-in Partner Report which provides sales reports for all cooperative participants and can be run in any date range, i.e. monthly or quarterly. GovDeals is experienced in reporting quarterly sales to Sourcwell and will continue to efficiently and consistently do so throughout this contract. Please note, our company does not utilize a dealer network.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	GovDeals will provide personal, hands-on service to each Sourcwell Member locally through dedicated Account Managers and Business Development Managers, as well as a deep commitment to support from our Client Help Desk, extensive marketing of assets, accounting team, and system upgrades. Each Member's dedicated Account Manager will endeavor to respond within one hour to all inquiries by the Member, and will always respond within one business day. There will be no additional cost for these services. Direct employees provide all of GovDeals' services. GovDeals' employees are incentivized to ensure the success of our clients, fostering the highest possible auction ROI, providing on-demand support, and seeking continuous efficiencies to improve the experience for our clients and for buyers.	*

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	GovDeals is committed to sharing our strategy knowledge with Sourcewell Members through interactive and hands-on service. We combine an easy-to-use website, a large and targeted bidder audience, implementation of auction best practices, a robust marketing program, and a history of compliance with government requirements and regulations to offer a service that is unequalled. GovDeals will provide easily accessible, highly responsive support to all Sourcewell Members. Account Managers may be reached by cell phone or email, and we commit to always responding to Members within one business day. If for any reason a Member's Account Manager is not immediately available, they may contact GovDeals' Client Help Desk.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We have two Account Managers and two Business Development Managers to serve clients and drive adoption of GovDeals by Canadian government agencies. GovDeals is legally incorporated in Canada as LSI Liquidity Services Canada Ltd., and holds all necessary car dealership licenses to transact business in all 10 provinces and 3 territories. After more than a decade growing our business in Canada, GovDeals continues to be the only provider of a self-service online government surplus auction solution licensed to conduct business in Canada. GovDeals has experienced remarkable growth in its Canadian business since launching in the market 12 years ago, with nearly 1,200 provincial and local governments utilizing our platform. Total sales among GovDeals' Canadian clients exceeds \$240M, with over \$37M (CAD) sold in the past 12 months. Importantly, www.GovDeals.ca transacts in Canadian dollars.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	None. GovDeals is able to serve all geographic areas of the United States and Canada through the proposed contract.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	GovDeals provides auction services primarily to government entities. Any participating Sourcewell Members will have access to GovDeals' services through the proposed contract.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no specific contract requirements or restrictions that would apply to Sourcewell Members in Hawaii, Alaska, and territories. GovDeals currently serves more than 40 clients in Alaska, including the State of Alaska.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Members among the nonprofit sector will have full access to GovDeals' services through the proposed contract.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	GovDeals will continue to market this contract as follows: -Promotion by the 60+ field-based business development and account managers -Promotion at the 140+ national, regional and local trade shows and seminars we attend annually -Encouraging cooperative contract utilization when responding to solicitations	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We utilize social media and many other methods to promote and increase awareness of GovDeals, as well as specific client auctions. Our experienced web development team uses rich search engine optimization (SEO) strategies to foster online visibility for all of our Clients' assets listed on GovDeals. Additionally, our marketing team places advertisements and writes press releases to drive targeted traffic to our clients' auctions.	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	The Sourcewell award has been strongly integrated into the GovDeals direct and support sales processes and culture based on over 13 years of increasingly enthusiastic promotion of the contract, where and when a cooperative or more formal contracting vehicle is needed. GovDeals' international sales force will promote our Sourcewell award to current and prospective clients through a plethora of conferences, organizations, and other business development strategies, and we recommend that Sourcewell also utilize a variety of opportunities to promote its widely successful contract with GovDeals through your Marketing, Revenue, and Solutions programs. Our experience is that Sourcewell's role has been to equally promote all vendors sharing an award. Our view is the award would be more successful, overall, if the specific advantages of a single online self-service vendor could be directly promoted by Sourcewell. The value of this role is reinforced by the fact that Sourcewell's GovDeals' contract has overwhelmingly been the most utilized vendor under the cooperative's auction services agreement. Please reference attached "Heat Map" in the Additional Information document which demonstrates that GovDeals is responsible for more than 94% of all contract activity under the category #012821.	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	As a service provider, e-procurement ordering in the traditional sense is not applicable. However, Sourcewell Members may sign up online to utilize our service, including the ability to indicate their intent to utilize the Sourcewell contract.	*

Table 5A: Value-Added Attributes (100 Points)

Line Item	Question	Response *	
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41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	There is no additional cost for initial onboarding and ongoing support. Details regarding training, which is conducted by each Member's Account Manager, are summarized herein. Onboarding Timeline Account Creation: - GovDeals' creates the Member's account with a login for the Member's designated Point of Contact (POC) Training: - New user onboarding 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. First Auctions: -During the training, the Member will post its initial auction(s), which remain live for 7-10 days. -The Account Manager will communicate with the Member'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 and will schedule periodic check-ins to promote best practices and ensure success. A key difference between GovDeals and other vendors is GovDeals' commitment to support of the Members' auction management personnel. We believe strongly in the value of the proven best practices strategies we promote to our Clients, and we are eager to help Sourcewell Members realize untapped revenues. The GovDeals system and service offers Sourcewell Members additional value-added benefits such as Reallocation Tiers, Elevated Service Models, Departmental Billing, and so much more.
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42	Describe any technological advances that your proposed Solutions offer.	In addition to the inherent advantages of in-place online auctions, GovDeals' emphasis on stable, scalable technology provides many vital benefits: - The GovDeals system continues to be operated by our own internal IT Department. This very experienced and agile 15-person team is dedicated to the development, operation, and support of the GovDeals system. This team is backed by a larger (100+ staff members) IT infrastructure within our parent company's global organization. - The GovDeals system and website infrastructure are hosted on the Microsoft Azure cloud platform, increasing the reliability and performance of the seller-facing and buyer-facing websites through the country and around the world. - Development releases are scheduled for every two weeks to strengthen code, add features, and mitigate potential risks. - GovDeals' real-time, interactive reporting capabilities are hosted in a very secure environment. Each Sourcewell Member will have real-time access to robust account reports providing a complete audit trail for each asset from the time it is added to the GovDeals system until it is sold and proceeds are collected. Advanced Features to Foster Selling 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 Member 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. Reserve Pricing, Opening Bids, and Bid Increments: These settings can be chosen by the Member on a per-asset basis. Your Account Manager can advise Members 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 Member'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 Member may require bidders to make a deposit for certain assets if desired. The Member 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 Member 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 will be provided upon request.
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	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. 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, NV. 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.

44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Liquidity Services Operations LLC does not have any third-party issued eco-labels, ratings, or certifications.
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Experience: While GovDeals has a strong technology infrastructure, our company is a knowledge-based business with a huge commitment to interaction with our Clients for the benefit of simple operation and best net sales results. GovDeals is uniquely positioned to serve Sourcewell and its Members with an experienced staff and robust service that exactly matches Sourcewell's space and its Members' needs. As GovDeals and Sourcewell continue to grow, our company is immediately scalable to continue to serve your Members in all 50 U.S. states and across Canada without any compromise in service. Sustainable Solutions: Our 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: Our robust reporting system provides 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: Our diverse team of auction professionals is committed to your success. You'll have direct access to dedicated experts who understand your unique goals. 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, they 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 Sourcewell Members' 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. The Best Partnership in Real Estate: GovDeals is now partners 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. Bid4Assets has generated over \$1.75 billion in revenue to help government agencies from coast to coast complete over 750,000 real estate auction sales.

46	Describe your role and responsibilities for each service you are proposing.	GovDeals will provide easily accessible, highly responsive technical support and customer service to Sourcewell Members. Member will be given direct phone numbers and email addresses for each person on their respective account team. Each team is comprised of the following: - A dedicated Account Manager in the Member's region who will be the Member's primary point of contact for any technical questions, advice, training, assistance loading auctions, etc., throughout the duration of the business relationship. - A customer support help desk team to provide additional service and support. - A regional representative to confirm that the service provided by GovDeals meets the Member's specific needs and requirements and to ensure contract compliance. - A marketing support team to market the Member's assets to targeted bidders to maximize competition and return on investment. - A bidder help desk team to ensure bidders comply with the terms and conditions of Sourcewell Members' auctions. - An accounting team to ensure Sourcewell Members' auction sales and proceeds are properly reconciled and remitted weekly.	*
47	Describe the agency's role and responsibilities for each service you are proposing.	To simplify the onboarding process, the GovDeals website enables Members to sign-up online and designate Sourcewell as their contracting vehicle. GovDeals will receive this one-time "order," and the Member's account will be established according to the options chosen at sign-up. Under GovDeals' Standard Services, Sourcewell Members will be responsible for taking photographs and entering descriptive details on an asset inspections form (provided by GovDeals) for each asset deemed surplus, and uploading the photos and information to an auction creation template in their GovDeals' account. (GovDeals' auction calculator can recommend starting bid, bid increment, and auction dates for the auctions; these values can also be input manually.) While the auction is live, Members will be able to monitor their own auctions and answer bidder questions through their individual GovDeals accounts. Members will also be responsible for responding to winning bidders to set up removal appointments. Member representatives must verify buyer ID and sign the Bill of Sale to release the asset(s). Once asset(s) have been removed, the Member representative marks the asset(s) "Picked Up" in the GovDeals system and GovDeals will remit payment for the asset(s). Roles and delegation of responsibilities may vary upon the service model being utilized by each Member. When utilizing Value-Added Services, some of the above tasks may not be the responsibility of the Member. These matters can be negotiated between each Member and GovDeals.	*
48	Describe your process for assessing market value of the items to be auctioned (where applicable).	For high-value items warranting an appraisal (i.e. helicopters, airplanes, and select real estate properties), GovDeals will arrange for an independent appraisal at our expense. For the vast majority of surplus items, GovDeals can provide valuation recommendations based on actual historic auction data both within our system and from general auction results data to help Sourcewell Members determine fair market value.	*

49	Describe your post-auction settlement process and any other special services offered (shipping, storage, etc.).	After each auction has ended, Members will automatically be emailed a Seller's Certificate with details of the sale and contact information for the winning bidder; and the winning bidder will automatically be emailed award notification(s) with a link(s) to the Buyer's Certificate(s) with sale and payment details. The winning bidder makes payment on GovDeals.com within 5 business days after auction close (this time period may be shortened or lengthened by the Member if desired). Upon the buyer's successful payment by credit/debit card (Visa, MasterCard, Discover, and American Express are accepted), PayPal, or wire transfer, the Member will receive notification that payment has been made, along with the Bill of Sale. The buyer is required to pick up assets within 10 business days after auction close (this time period may also be adjusted by each Member if desired). The winning bidder schedules an asset removal appointment with the Member. At pickup/removal, the winning bidder must present photo ID and the Member should verify the bidder's documentation. After both the buyer and the Member's representative sign the GovDeals Bill of Sale, the asset may be released to the winning bidder. The signed Bill of Sale, and any other documentation as desired, may be uploaded to the closed auction for recordkeeping purposes. GovDeals offers shipping options through our system and the cost is paid by the buyer. When the Member marks the asset "Picked Up" in the GovDeals system, GovDeals will remit payment for the asset. Assets marked "Picked Up" by Friday will be included in the next week's payment cycle. GovDeals will withhold the agreed-upon fee and will electronically remit the balance to the Member. If applicable, GovDeals will also remit taxes to the appropriate taxing authorities. Most of our clients require items to be picked up in person by the bidder or the bidder's agent, but we do offer an optional shipping feature wherein responsibility for shipping remains with the bidder or the bidder's agent. If a Member desires shipping to be allowed, GovDeals will enable the "Will Ship" option in the auction creation process. This will enable providers such as UShip to give an estimated shipping cost to prospective buyers. Whether local, in-state, out-of-state, or international, shipping will be the responsibility of the bidder and his/her third-party shipper.
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Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
50	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		☐ Yes ☒ No	Liquidity Services Operations LLC does not carry any such certifications.
51		Minority Business Enterprise (MBE)	☐ Yes ☒ No	
52		Women Business Enterprise (WBE)	☐ Yes ☒ No	
53		Disabled-Owned Business Enterprise (DOBE)	☐ Yes ☒ No	
54		Veteran-Owned Business Enterprise (VBE)	☐ Yes ☒ No	
55		Service-Disabled Veteran-Owned Business (SDVOB)	☐ Yes ☒ No	
56		Small Business Enterprise (SBE)	☐ Yes ☒ No	
57		Small Disadvantaged Business (SDB)	☐ Yes ☒ No	
58		Women-Owned Small Business (WOSB)	☐ Yes ☒ No	

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
59	Describe your payment terms and accepted payment methods.	The winning bidder makes payment on GovDeals.com within 5 business days after auction close (this time period may be shortened or lengthened by the Member if desired). GovDeals accepts payments from winning bidders in the form of credit card, PayPal, and wire transfer. All payments over \$4,999.99 must be made by wire transfer.
60	Describe any leasing or financing options available for use by educational or governmental entities.	Not applicable. GovDeals does not offer any leasing or financing options.
61	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Members will not be required to use any specific standard transaction documents, but we provide customizable order forms, terms and conditions, and service level agreements to meet the needs of Member. Examples of these are attached.
62	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Yes, we accept P-card payments. There is no additional cost for using this process.
63	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell	GovDeals proposes a success-based fee structure, charged only on successful auctions. There will be no additional fees or charges for our services. There will be no fee if an auction does not result in a

discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.

completed sale, and there will be no charges to the Member for any marketing efforts, training, software upgrades, or consultation and support provided on-site or remotely.

U.S. Pricing: GovDeals guarantees that Sourcewell Members will not be required to pay any fees for GovDeals' Standard Services under this contract.

Sourcewell's U.S. Members will not incur any charges when utilizing GovDeals' Standard Services. GovDeals will collect auction payments, withhold the buyer's premium, and remit 100% of each Member's auction proceeds weekly via ACH payment. Additional charges may apply for optional Value-Added Services.

No Fees - Under this Sourcewell contract, GovDeals will never require Members to pay any fees for GovDeals' Standard Services.

No Risk - When Members choose the option for buyers to pay GovDeals directly, GovDeals will assume 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 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 Member'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 to support your day-to-day auction needs.

Canada Pricing: Sourcewell's Members in Canada will be charged a seller fee of 6.75%, which includes a Sourcewell discount of 0.75%.

Government Real Estate Sales on Bid4Assets.com
 - Tax Foreclosure Sales: 10% (Buyer's Premium); \$1,000 per auction (Flat fee)
 - Mortgage Foreclosure Sales: 5% (Buyer's Premium); \$2,000 per auction (Flat fee)
 - Surplus Real Estate: 10% (Buyer's Premium); N/A (Flat fee)

Full Service Online Consignment Auctions via Sierra Auction
 Fees for 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.

Sourcewell Discounted Price via Revenue Share

GovDeals' Standard Services Revenue Share

Under this Sourcewell contract, U.S. Members utilizing GovDeals' Standard Services will be eligible to receive an additional 1.25% revenue share, which will be remitted to Members along with their auction proceeds (weekly or monthly schedule as chosen by each Member).

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.

Bid4Assets' Revenue Share

Under this Sourcewell contract, Members 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 Members along with their auction proceeds (weekly or monthly schedule as chosen by each Member).

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.	
64	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The Sourcewell Discounted Price offered in this proposal is 1.25% revenue share to each U.S. Member, and 0.75% seller fee discount to each Canadian Member.	*
65	Describe any quantity or volume discounts or rebate programs that you offer.	The Sourcewell Discounted Price offered in this proposal is 1.25% revenue share to each U.S. Member, and 0.75% seller fee discount to each Canadian Member.	*
66	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Not applicable. GovDeals does not source products or services.	*
67	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All costs are included in the pricing model(s) quoted. There will be no additional fees for standard support, training, on- site service, platform upgrades, etc.	*
68	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight/shipping/delivery are not directly applicable to our service. Regarding surplus asset sales, Members will not incur any costs to ship or transport equipment and vehicles to or from purchasers. Most of our clients require items to be picked up in person by the bidder or the bidder's agent, but we do offer an optional shipping feature wherein responsibility for shipping remains with the bidder or the bidder's agent.	*
69	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight/shipping/delivery are not directly applicable to our service. Regarding surplus asset sales, if a Member desires shipping to be allowed, GovDeals will enable the "Will Ship" option in the auction creation process. This will enable providers such as UShip to give an estimated shipping cost to prospective buyers. Whether local, in-state, out-of-state, or international, shipping will be the responsibility of the bidder and his/her third-party shipper.	*
70	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Freight/shipping/delivery are not directly applicable to our service. Regarding surplus asset sales, if a Member desires shipping to be allowed, GovDeals will enable the "Will Ship" option in the auction creation process. This will enable providers such as UShip to give an estimated shipping cost to prospective buyers. Whether local, in-state, out-of-state, or international, shipping will be the responsibility of the bidder and his/her third-party shipper.	*
71	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	GovDeals, in selling and billing a service, 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. Our established system utilities track cooperative member sales in a real time report, and this data is archived and essentially available, ad hoc, at any time. A senior staff member is dedicated to verifying the accuracy of the quarterly report and presenting it to a senior manager for payment approval. These same utilities and processes are in place for the administrative fee and revenue share functions.	*
72	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	GovDeals recognizes the importance and value of cooperative contracts and partner relationships. One of the company's senior managers, Christy Logan, oversees these partnerships. Contract compliance is ensured through quarterly and monthly reports detailing Members' contract activity, as well as timely payment of applicable cooperative fees or revenue sharing. We have backend functionality in place to report all sales under the cooperative contract. GovDeals' system functionality also includes a simple way for Sourcewell to review the cooperative usage of its contract, and each Member's sales amount is included on this report, which Sourcewell may access at any time within its GovDeals account or upon request.	*

73	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	GovDeals proposes to pay a 2% Administrative Fee to Sourcewell on all Members' completed transactions utilizing this Master Agreement within the preceding Reporting Period. The 2% Administrative Fee will be calculated based on GovDeals' gross profit for each transaction.	*
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Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
74	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	GovDeals guarantees that Sourcewell's U.S. Members will not be required to pay any for GovDeals' Standard Services under this contract. U.S. Members will not incur any charges when utilizing GovDeals' Standard Services. GovDeals will collect auction payments, withhold the buyer's premium, and remit 100% of each Member's auction proceeds weekly via ACH payment, plus any applicable revenue share. Canadian Members utilizing GovDeals' Standard Services will be charged a 6.75% seller fee, which includes a 0.75% Sourcewell discount. (List pricing for Canadian clients is 7.5% seller fee.)	*

Table 8A: Depth and Breadth of Offered Solutions (200 Points)

Line Item	Question	Response *	
75	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	GovDeals' Standard Services GovDeals is committed to providing a comprehensive turnkey solution for selling government surplus assets through its online auction marketplace, including self-service functionality, real-time reporting, extensive marketing outreach, hands-on training, on-site assistance, personal service, and optional online payment collection, all supported by robust local and experienced staffing. In support of GovDeals' self-service online auction platform, the foundation of our company is our local staffing that provides direct service, local knowledge, best practices, and on-call assistance for our clients. We back up this hands-on relationship with robust and experienced staffing in all functional departments, including Marketing, Accounting, Customer Service, and Client Help Desk. During auctions, Members will be able to monitor their online auctions and answer questions from bidders. Auctions can be withdrawn at any time by the Member or by GovDeals at the Member's request. When the auction closes, GovDeals will provide documentation of the sale and will collect payment from buyers. Buyers will then schedule removal appointments with the Member. Throughout the auction cycle, GovDeals will also provide dedicated service for problem solving and case-by-case strategy recommendations, including marketing, best practices, remittance and recordkeeping services, and technical support. Value-Added Services 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	

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.

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 Member.

This Value-Added Services information is intended to make a broad array of service options contractually available for Members 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.

This Value-Added Services section is intended to provide Sourcwell and its Members with an overview of options that may be available, but this innovative contract program is intended to be flexible in order to meet variable Member needs in a wide array of scenarios.

Note: When a Member requests Value-Added Services, GovDeals will review the Member's specific needs, projected volume, and other related details of the prospective account in order to determine the option's availability on a per-case basis.

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 Member'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 Member'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 Member's Seller Dashboard; and sending asset listings to auction
- Answer questions from bidders via Q&A tool within Member'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 Member-provided photos and descriptions of assets to the Member'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

Liquidity Services' Specialty Marketplaces

As additional Value-Added Services for Members, Liquidity Services will make additional Specialty Marketplaces available under the Sourcwell contract, in addition to GovDeals. As with GovDeals, administrative fees will be paid to Sourcwell based

		on contract usage of these Specialty Marketplaces. Liquidity Services' Specialty Marketplaces being made available under the Sourcewell 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 described in Liquidity Services' proposal response. However, all of Liquidity Services' Marketplaces are aligned under the same strategic goals, resources, management teams, and general client market. 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. 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 across the U.S. Bid4Assets has conducted hundreds of tax sales for hundreds of thousands of properties across the U.S. Sierra Auction Full Service Online Consignment Auctions in Select Markets The services of Sierra Auction Management will also be made available under the Sourcewell cooperative contract. Sierra Auction is a GovDeals subsidiary based in Phoenix, AZ, with additional locations in Tucson, AZ; Dallas/Fort Worth, TX; Montclair, CA; and additional markets under development. 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.	
76	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	- Auctioneer Services, to include Internet Type - Online Auction Services - Vehicle Auction Services - Miscellaneous Auction Services - Real Estate Auction Services - Consignment Auction Services - Surplus Disposition Services - Surplus Liquidation Services - Internal Asset Reallocation Services	*

Table 8B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Comments	
77	Live on-site auctions	☐ Yes ☒ No	GovDeals does not offer live on-site auctions, as all auctions are conducted online.	*
78	Online auction services	☒ Yes ☐ No	GovDeals is thoroughly prepared to immediately provide our online auction system and hands-on customer service to Sourcewell Members. GovDeals will provide Sourcewell Members with a turnkey approach to selling government surplus assets via our web-based auction system, www.GovDeals.com, to include self-service ability to post auctions, respond to inquiries, and creating/accessing detailed reports of auction activities and revenue.	*
79	Live streaming auction services	☐ Yes ☒ No	GovDeals does not offer live streaming auctions. While all of our auctions are conducted live from our website, we do not stream from live auctions. Our specialized auction website allows prospective buyers to view unlimited photographs, videos, and thorough descriptions, ask questions, and enter bids for Sourcewell Members' surplus property.	*
80	Services related to the solutions described in #77-79 above, including market value assessment, marketing, promotion, support and training, equipment appraisals, web portal and hosting, bidder registration and management, equipment transportation and preparation, financing and payment alternatives, rebate programs, post-auction settlement, auction-related storage and shipping options. Proposers may include such related services to the extent that the services are complementary to the auction solutions being proposed.	☒ Yes ☐ No	GovDeals' online auction platform and service includes, at no additional cost: - Turnkey auction functionality with unlimited user accounts - Real-time reporting tools within secure account - 5 million active GovDeals bidders – verified through GovDeals' multi-layer registration process that includes vetting against the anti-terrorist watch list by global trade management software - Extensive marketing outreach to targeted bidders at GovDeals' expense – drives competitive bidding, increasing the final selling price of auctioned assets! - Hands-on training for as many employees as desired; initial and ongoing training and updates Personal, on-call service by Sourcewell Members' locally based Account Manager ; on-site and remote support will be provided on demand. 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 Member.	

Table 9: Exceptions to Terms, Conditions, or Specifications Form

Line Item 81. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	☐ Yes ☒ No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”
 - [Pricing](#) - 2024-11 Sourcewell - Pricing - LSO GovDeals.pdf - Thursday November 14, 2024 11:27:41
 - [Financial Strength and Stability](#) - 2024 10K Audited Financials excerpt.pdf - Thursday November 14, 2024 11:28:02
 - [Marketing Plan/Samples](#) - Marketing Plan and Examples- LSO GovDeals.pdf - Thursday November 14, 2024 11:49:28
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Standard Transaction Document Samples](#) - 2024 Standard US MOU - V16 - 11.27.2023.pdf - Thursday November 14, 2024 11:45:56
 - [Upload Additional Document](#) - Additional Information - LSO GovDeals.pdf - Thursday November 14, 2024 11:50:24
 - Requested Exceptions (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.
3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

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

☒ **Yes** ☐ **No**

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		