



City of Austin

Purchasing Office

P.O. Box 1088, Austin, TX 78767

July 30, 2019

GovDeals, Inc.
100 Capitol Commerce Blvd.
Montgomery, AL 36117

bvanbuskirk@govdeals.com

Dear Mr. Van Buskirk:

The Austin City Council approved the execution of a contract with your company for Auction Services for the Fleet Services Department and Financial Services Department in accordance with the referenced BuyBoard contract.

Responsible Department:	Fleet Services Department and Financial Services Department
Department Contact Person:	Steve Orwick and Steve Stenton respectively
Department Contact Email Address:	Steve.Orwick@austintexas.gov and Steve.Stenton@austintexas.gov
Department Contact Telephone:	(512) 974-1766 and (512) 974-2082
Project Name:	Auction Services
Contractor Name:	GovDeals, Inc.
Contract Number:	MA 7800 NR190000007
Contract Period:	July 30, 2019 – August 31, 2020
Dollar Amount	Revenue
Extension Options:	None
Requisition Number:	RQM 7800 19061700582
Solicitation Type & Number:	BuyBoard Contract No. 541-17
Agenda Item Number:	26
Council Approval Date:	March 28, 2019

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Sydney Ceder
Procurement Specialist III
City of Austin
Purchasing Office

CC: Steve Orwick
Steve Stenton

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
GOVDEALS, INC. ("Contractor")
FOR
AUCTION SERVICES
MA 7800 NR190000007**

This Contract is between GovDeals, Inc. having offices at 100 Capitol Commerce Blvd., Montgomery, AL 36117 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date"). Solicitation requirements are met by using Contractor's Texas Association of School Boards, Inc. (BuyBoard) Contract No.541-17.

1.1 This Contract is composed of the following documents:

1.1.1 This document

1.1.2 BuyBoard Contract No. 541-17, including all documents as referenced in Section 1, Exhibits

1.1.3 Exhibit A, Supplemental Terms

1.1.4 Exhibit B, Non Discrimination Certification

1.1.5 Exhibit C, Non-Suspension & Debarment Certification.

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

1.2.1 This document

1.2.2 Supplemental Terms as referenced in Section 1.1.3

1.2.3 BuyBoard Contract No. 541-17 as referenced in Section 1.1.1

1.2.4 Non Discrimination Certification as referenced in Section 1.1.4

1.2.5 Non-Suspension & Debarment Certification as referenced in Section 1.1.5.

1.3 Quantity. Quantity of goods or services will be determined on an as needed basis as specified in each Delivery Order. There are no guaranteed quantities or minimum order quantities.

1.4 Term of Contract. The Contract shall be in effect for a term beginning on the Effective Date and coinciding with the cooperative contract (as referenced in Section 1.1.2 above) expiration date of August 31, 2020.

1.5 Compensation. 0% discount off GovDeals commission fee schedule for online auction with fee of 12.5%. GovDeals collects payments (0% sellers fee and 12.5% buyer's premium)

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.



P.O. Box 400
Austin, TX 78767-0400
800.695.2919 | 512.467.0222 | Fax: 800.211.5454
buyboard.com

July 27, 2017

Welcome to BuyBoard!

Re: Notice of The Local Government Purchasing Cooperative Award

Proposal Name and Number: Auction Services, Proposal Number 541-17

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. The contract is effective 9/1/2017 through 8/31/2018, with two possible one-year renewals. The contract documents are those identified in Section 3 of the General Terms and Conditions of the specifications.

To view the items your company has been awarded, please review the proposal tabulation No. 541-17 on the following web-site: www.buyboard.com/vendor. Only items marked as awarded to your company can be sold through the BuyBoard contract. In addition, on this website you will find the membership list which will provide you with the names of all entities with membership in our purchasing cooperative.

Enclosed with this letter you will find the following documents:

1. Vendor Quick Reference Sheet
2. Vendor Billing Procedures

You are advised that receipt of a purchase order directly from a Cooperative member is not within the guidelines of the Cooperative. Accepting purchase orders directly from Cooperative members may result in a violation of the State of Texas competitive bid statute and termination of this Cooperative BuyBoard contract. **Therefore, all purchase orders must be processed through the BuyBoard in order to comply.** Please forward by fax (1-800-211-5454) any order received directly from a Cooperative member. If you inadvertently process a purchase order sent directly to you by a Cooperative member, please fax the order to the above number and note it as **RECORD ONLY** to prevent duplication.

On behalf of the Texas Association of School Boards, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff** at 800-695-2919.

Sincerely,

Arturo Salinas
Department Director, Cooperative Procurement

v.6.5

August 7, 2017

Welcome to BuyBoard!

Re: Notice of National Purchasing Cooperative Piggy-Back Award

Proposal Name and Number: Auction Services, Proposal No. 541-17

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. As provided for in the Proposal and your National Purchasing Cooperative Vendor Award Agreement, you are authorized to sell the goods and services awarded under the Proposal to National Cooperative members in states other than Texas through the BuyBoard. The contract is effective 9/1/2017 through 8/31/2018, with two possible one-year renewals.

The National Cooperative membership list is available at our website www.buyboard.com/vendor. The list identifies the current members that may purchase awarded goods and services under your National Cooperative BuyBoard contract.

You are advised that receipt of a purchase order directly from a National Cooperative member is not within BuyBoard guidelines. Accepting purchase orders directly from Cooperative members may result in a violation of applicable competitive procurement law and termination of this National Cooperative BuyBoard contract. **Therefore, all purchase orders from National Cooperative members must be processed through the BuyBoard.** Please forward by fax (1-800-211-5454) any order received directly from a National Cooperative member. If you inadvertently process a purchase order sent directly to you by a National Cooperative member, please fax the order to the above number and note it as **RECORD ONLY** to prevent duplication.

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff at 800-695-2919.**

Sincerely,



Department Director, Cooperative Procurement

v.6.5



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PROPOSER'S AGREEMENT AND SIGNATURE

Proposal Name: Auction Services

Proposal Due Date/Opening Date and Time:

March 16, 2017 at 2:00 PM

Proposal Number: 541-17

Location of Proposal Opening:

Texas Association of School Boards, Inc.
BuyBoard Department
12007 Research Blvd.
Austin, TX 78759

Contract Time Period: September 1, 2017
through August 31, 2018 with two (2) possible one-
year renewals.

Anticipated Cooperative Board Meeting Date:

July 2017

GovDeals, Inc.

Name of Proposing Company

2/28/17

Date

100 Capitol Commerce Blvd., Suite 110

Street Address

Signature of Authorized Company Official

Montgomery, AL 36117

City, State, Zip

Roger Gravley

Printed Name of Authorized Company Official

1-800-613-0156 Ext. 4460

Telephone Number of Authorized Company Official

President

Position or Title of Authorized Company Official

334-387-0519

Fax Number of Authorized Company Official

Federal ID Number



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The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all Cooperative information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Terms and Conditions, attachments/forms, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the prices quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. Any and all deviations and exceptions to the Requirements have been noted in your Proposal and no others will be claimed;
4. If the Cooperative accepts any part of your Proposal and awards you a contract, you will furnish all awarded products or services at the prices quoted and in strict compliance with the Requirements (unless specific exceptions are noted in the Proposal and accepted by the Cooperative), including without limitation the Requirements related to:
 - a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similar customers;
 - b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
 - c. the **possible** award of a piggy-back contract by another governmental entity or nonprofit entity, in which event you will offer the awarded goods and services in accordance with the Requirements; and
 - d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your contract;
5. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under a Texas Public Information Act request or similar public information law;
6. The individual signing this Agreement is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
7. You have carefully reviewed your Proposal, and certify that all information provided is true, complete and accurate, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
8. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, may disqualify you from consideration for a contract award under this Proposal Invitation or result in termination of an award or any other remedy or action provided for in the General Terms and Conditions or by law.



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VENDOR CONTACT INFORMATION

Company: GovDeals, Inc.

Vendor Contact Name and Mailing Address for Notices: Roger Gravley, 100 Capitol Commerce Blvd., Suite 110, Montgomery, AL 36117

Company Website: www.GovDeals.com

Purchase Orders: Purchase orders from Cooperative members will be available through the Internet or by facsimile.

Option 1: Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to vendors that choose this option to assist them with retrieving their orders.

Option 2: Fax. Vendors need a designated fax line available at all times to receive purchase orders.

Please choose only one (1) of the following options for receipt of purchase orders and provide the requested information:

☒

I will use the **INTERNET** to receive purchase orders.

E-mail Address: accounting@govdeals.com

Internet Contact: Beth Davis Phone: 800-613-0156 Ext. 4457

Alternate E-mail Address: rstuckey@govdeals.com

Alternate Internet Contact: Rachel Stuckey Phone: 800-613-0156 Ext. 4463

☐

I will receive purchase orders via **FAX**.

Fax Number: _____

Fax Contact: _____ Phone: _____

Request for Quotes ("RFO"): Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

E-mail Address: vendor@govdeals.com

Alternate E-mail Address: salessupport@govdeals.com



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FELONY CONVICTION DISCLOSURE AND DEBARMENT CERTIFICATION

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (✓) one of the following:

- ☒ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
☐ My company is not owned or operated by anyone who has been convicted of a felony.
☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

By signature below, I certify that the above information is true, complete and accurate and that I am authorized by my company to make this certification.

GovDeals, Inc.

Company Name

Signature of Authorized Company Official

Roger Gravley

Printed Name

DEBARMENT CERTIFICATION

Neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

GovDeals, Inc.

Company Name

Signature of Authorized Company Official

Roger Gravley

Printed Name



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RESIDENT / NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (✓) one of the following:

- ☐ I certify that my company is a **Resident Proposer**.
- ☒ I certify that my company is a **Nonresident Proposer**.

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

<u>GovDeals, Inc.</u>	<u>100 Capitol Commerce Blvd., Suite 110</u>	
Company Name	Address	
<u>Montgomery</u>	<u>AL</u>	<u>36117</u>
City	State	Zip Code

- A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?
- ☐ Yes ☐ No
- B. What is the prescribed amount or percentage? \$ _____ or 5 %

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (✓) one of the following:

- ☐ Yes ☒ No

By signature below, I certify that the information in Sections 1 (*Resident/Nonresident Certification*) and 2 (*Vendor Employment Certification*) above is true, complete and accurate and that I am authorized by my company to make this certification.

GovDeals, Inc.

Company Name


Signature of Authorized Company Official

Roger Gravley

Printed Name



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HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.

Please check (✓) all that apply:

- ☐ I certify that my company has been certified as a HUB in the following categories:
- ☐ **Minority Owned Business**
 - ☐ **Women Owned Business**
 - ☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number:

Name of Certifying Agency:

- ☒ My company has **NOT** been certified as a HUB.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

GovDeals, Inc.

Company Name

Roger Gravley

Printed Name

Signature of Authorized Company Official



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CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

A contract awarded under this Proposal Invitation covers only the specific goods and services awarded by the BuyBoard. As explained in the BuyBoard Procurement and Construction Related Goods and Services Advisory for Texas Members ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This BuyBoard contract does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

The Advisory, available at <https://www.buyboard.com/Vendor/Resources.aspx>, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request.

By signature below, the undersigned affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a BuyBoard contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before executing a Member Construction Contract with the member or accepting the member's purchase order for construction-related goods or services, whichever comes first.

GovDeals, Inc.

Company Name



Signature of Authorized Company Official

Roger Gravley

Printed Name

2/28/17

Date



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DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you **MUST** list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. The Cooperative will consider any deviations in its contract award decision, and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a proposal based upon any submitted deviation.

Please check (✓) one of the following:

- ☒ **No**; Deviations
☐ **Yes**; Deviations

List and fully explain any deviations you are submitting:

PLEASE PROVIDE THE FOLLOWING INFORMATION:

1. Shipping Via: ☐ Common Carrier ☐ Company Truck ☐ Prepaid and Add to Invoice ☒ Other:

Service Provider; No Shipping Necessary

2. Payment Terms: ☒ Net 30 days ☐ 1% in 10/Net 30 days ☒ Other:

Members may elect to have fees withheld from gross auction proceeds

3. Number of Days for Delivery: 1 ARO

4. Vendor Reference/Quote Number: 541-17

5. State your return policy: Not Applicable; Service Provider

6. Are electronic payments acceptable? ☒ Yes ☐ No

7. Are credit card payments acceptable? ☒ Yes ☐ No

GovDeals, Inc.

Company Name


Signature of Authorized Company Official

Roger Gravley

Printed Name



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DEALERSHIP LISTINGS

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for the Contract and the performance of all dealers under and in accordance with the Contract.

Not Applicable

Company Name

Address

City

State

Zip

Phone Number

Fax Number

Contact Person

Company Name

Address

City

State

Zip

Phone Number

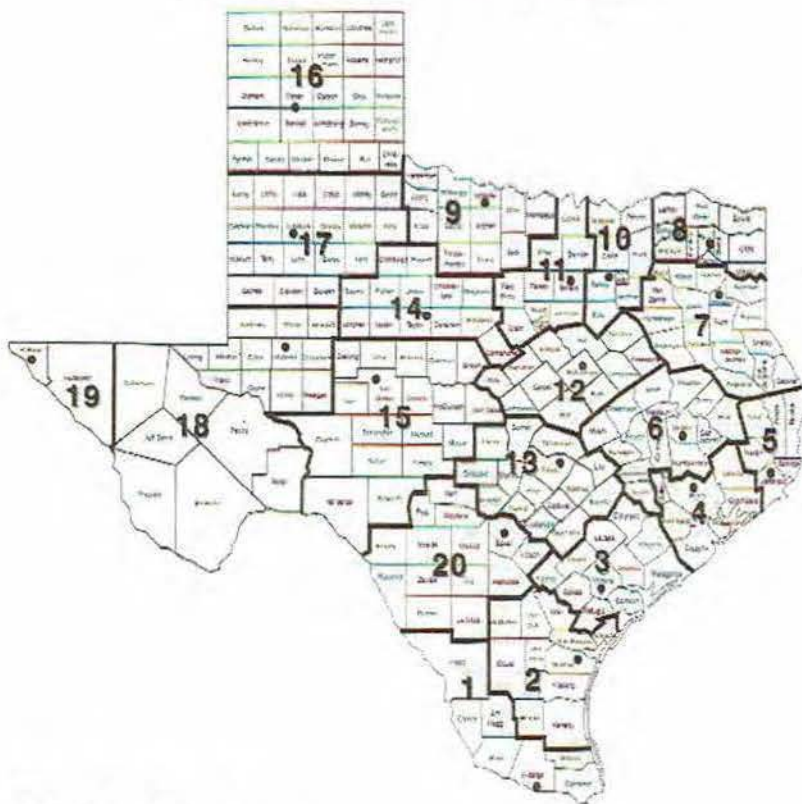
Fax Number

Contact Person

TEXAS REGIONAL SERVICE DESIGNATION

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. ***If you propose to serve different regions for different products or services included in your proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies in the space provided at the end of this form. By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

Regional Education Service Centers



- ☒ I will service Texas Cooperative members statewide.
- ☐ I will not service Texas Cooperative members statewide. I will only service members in the regions checked below:

Region	Headquarters
<input type="checkbox"/> 1	Edinburg
<input type="checkbox"/> 2	Corpus Christi
<input type="checkbox"/> 3	Victoria
<input type="checkbox"/> 4	Houston
<input type="checkbox"/> 5	Beaumont
<input type="checkbox"/> 6	Huntsville
<input type="checkbox"/> 7	Kilgore
<input type="checkbox"/> 8	Mount Pleasant
<input type="checkbox"/> 9	Wichita Falls
<input type="checkbox"/> 10	Richardson
<input type="checkbox"/> 11	Fort Worth
<input type="checkbox"/> 12	Waco
<input type="checkbox"/> 13	Austin
<input type="checkbox"/> 14	Abilene
<input type="checkbox"/> 15	San Angelo
<input type="checkbox"/> 16	Amarillo
<input type="checkbox"/> 17	Lubbock
<input type="checkbox"/> 18	Midland
<input type="checkbox"/> 19	El Paso
<input type="checkbox"/> 20	San Antonio

GovDeals, Inc.

Company Name

Signature of Authorized Company Official

Roger Gravley

Printed Name

- ☐ I will not service members of the Texas Cooperative.



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If this Texas Regional Service Designation form applies to only one or some of the products and services proposed by Vendor, list the products and services to which this form applies here:

Not Applicable



STATE SERVICE DESIGNATION

The Cooperative offers vendors the opportunity to service other governmental entities in the United States, including intergovernmental purchasing cooperatives such as the National Purchasing Cooperative BuyBoard. You must complete this form if you plan to service the entire United States, or will service only the specific states indicated. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)*

If you serve different states for different products or services included in your proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies in the space provided at the end of this form. By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your proposal or, if awarded, termination of your Contract.

Please check (✓) all that apply:

- ☒ I will service all states in the United States.
- ☐ I will not service all states in the United States. I will service only the states checked below:

- | | |
|--|---|
| <input type="checkbox"/> Alabama | <input type="checkbox"/> Nebraska |
| <input type="checkbox"/> Alaska | <input type="checkbox"/> Nevada |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> New Hampshire |
| <input type="checkbox"/> Arkansas | <input type="checkbox"/> New Jersey |
| <input type="checkbox"/> California (Public Contract Code 20118 & 20652) | <input type="checkbox"/> New Mexico |
| <input type="checkbox"/> Colorado | <input type="checkbox"/> New York |
| <input type="checkbox"/> Connecticut | <input type="checkbox"/> North Carolina |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> North Dakota |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Ohio |
| <input type="checkbox"/> Florida | <input type="checkbox"/> Oklahoma |
| <input type="checkbox"/> Georgia | <input type="checkbox"/> Oregon |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> Pennsylvania |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> Rhode Island |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Indiana | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> Iowa | <input type="checkbox"/> Tennessee |
| <input type="checkbox"/> Kansas | <input type="checkbox"/> Texas |
| <input type="checkbox"/> Kentucky | <input type="checkbox"/> Utah |
| <input type="checkbox"/> Louisiana | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> Maine | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Maryland | <input type="checkbox"/> Washington |
| <input type="checkbox"/> Massachusetts | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Michigan | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Minnesota | <input type="checkbox"/> Wyoming |
| <input type="checkbox"/> Mississippi | |
| <input type="checkbox"/> Missouri | |
| <input type="checkbox"/> Montana | |



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This form will be used to ensure that you can service other governmental entities throughout the United States as indicated. Your signature below confirms that you understand your service commitments during the term of a contract awarded under this proposal.

GovDeals, Inc.

Company Name

A handwritten signature in black ink, appearing to read "Roger Gravley".

Signature of Authorized Company Official

Roger Gravley

Printed Name

If this State Service Designation form applies to only one or some of the products and services proposed by Vendor, list the products and services to which this form applies here:

Not Applicable



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NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.
2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.
3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.
4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.
5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.
6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.



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7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

GovDeals, Inc.

Name of Vendor

Signature of Authorized Company Official

541-17

Proposal Invitation Number

Roger Gravley

Printed Name of Authorized Company Official

2/28/17

Date



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FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide its members with the best services and products at the best prices available from vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: \$ \$22.3 million. (The period of the 12 month period is 1/1/2016 / 12/31/2016). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).
2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.
3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration	N	N	
2. T-PASS (State of Texas)	N	N	
3. U.S. Communities Purchasing Alliance	N	N	
4. National IPA/TCPN	N	N	
5. Houston-Galveston Area Council (HGAC)	N	N	
6. National Joint Powers Alliance (NJPA)	Y	Y (2011-present)	Auction Services
7. E&I Cooperative	Y	N	Auction Services
8. The Interlocal Purchasing System (TIPS)	Y	N	Auction Services
9. Other BuyBoard	Y	Y (2009-present)	Auction Services

☐ **MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): Varies

Proposed Discount (%): Varies

Explanation: GovDeals offers volume-based rebates to clients based on amount of contract sales. Called the Annual Volume Discount Program

(AVDP), this provides rebates to all contract participants based on the total sales under the contract during each 12-month period.

Additional details available in the Pricing section of our Proposal. This is the same program as utilized in our current contract with BuyBoard.



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By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

GovDeals, Inc.

Company Name


Signature of Authorized Company Official

Roger Gravley

Printed Name



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GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing price/discounts you offer each customer. The Cooperative may determine whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with the prices/discounts you offer other governmental customers. Attach additional pages if necessary.

Entity Name	Contact	Phone#	Email Address	Discount	Quantity/ Volume
1. Austin, TX - Fleet Services / Erik Maxey / 512-978-2632 / charles.maxey@austintexas.gov / 0.75% rebate in 2016 / Total sales: \$10.3 million					
* Utilizes BuyBoard cooperative contract					
2. Galveston County, TX / Jim Nolan / 409-770-5417 / edward.nolan@co.galveston.tx.us / None / Total Sales: \$1.9 million					
3. Victoria, TX / Richard Ruiz / 361-485-3170 / ruiz@victoriatx.org / None / Total Sales: \$1.8 million					
4. Round Rock ISD, TX / Scott Elliott / 512-464-6977 / scott_elliott@roundrockisd.org / None / Total Sales: \$1.3 million					
5. Lewisville ISD, TX / Carlos Moreno / 972-350-2694 / auction@lisd.net / None / Total Sales: \$855,000					

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower prices) than indicated? **YES** ☐ **NO** ☒ If YES, please explain:

GovDeals offers volume-based rebates to clients based on amount of contract sales. Called the Annual Volume Discount Program (AVDP), this provides rebates

to all contract participants based on the total sales under the contract during each 12-month period. AVDP is not available to clients on a different pricing policy, such as

volume-based State Government pricing. With these policies already in place, GovDeals does not modify its policies or sales practices to discount our services.

By signature below, I certify that the above is true and correct and that I am authorized by my company to make this certification.

GovDeals, Inc.

Company Name

Signature of Authorized Company Official

Roger Gravley

Printed Name



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MARKETING STRATEGY

For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. *(Example: Explain how your company will initially inform Cooperative members of your BuyBoard contract, and how you will continue to support the BuyBoard for the duration of the contract period.)*

Attach additional pages if necessary.

We are prepared to use the BuyBoard membership list to enthusiastically announce and promote the award. This will be directly supplemented by our local sales and client services staff in Texas and nationally through direct client/prospect visits and attendance at 12-14 conferences in Texas where we display BuyBoard signage and include the contract number and info on our sales representative's business card and brochures. In regions of the country where BuyBoard promotes its services, we are prepared to leverage those efforts with support from our local teams. Our inside business development and sales support personnel are set up to understand the specific BuyBoard contract adoption process and will utilize BuyBoard-specific reports and information within our proprietary software to track, support, and report contract activity, including the documentation required to report sales and fee payment.

GovDeals, Inc.

Company Name


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Printed Name



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CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, including catalogs and pricelists, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. Proposer will be notified of any third party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (✓) one of the following:

☒

NO, I certify that none of the information included with this Proposal is considered confidential or proprietary.

☐

YES, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and its Administrator will not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and its Administrator will disclose information when required by law, even if such information has been identified herein as information the vendor considers confidential or proprietary.

Confidential / Proprietary Information:

(Attach additional sheets if needed.)



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B. Copyright Information

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain copyright information?

Please check (✓) one of the following:



NO, Proposal (including forms, documentation, or other materials submitted with the Proposal) does not contain copyright information.



YES, Proposal (including forms, documentation, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", identify below the specific documents or pages containing copyright information.

Copyright Information: _____

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor its Administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publically release, including posting on the public BuyBoard website, a copy of the proposal tabulation for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

GovDeals, Inc.

Company Name

Signature of Authorized Company Official

Roger Gravley

Printed Name

2/28/17

Date



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VENDOR BUSINESS NAME

By submitting a Proposal, Proposer is seeking to enter into a legal contract with the Cooperative. As such, a Proposer must be an individual or legal business entity capable of entering into a binding contract. Proposers, must completely and accurately provide the information requested below or your Proposal may be deemed non-responsive.

Name of Proposing Company: GovDeals, Inc.

*(List the **legal** name of the company seeking to contract with the Cooperative. Do **NOT** list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (✓) one of the following:

Type of Business:

Individual/Sole Proprietor _____
Corporation ☒ _____
Limited Liability Company _____
Partnership _____
Other _____

If other, identify _____

State of Incorporation (if applicable): Delaware

List the Name(s) by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*

GovDeals, Inc.



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EDGAR VENDOR CERTIFICATION **(2 CFR Part 200 and Appendix II)**

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting proposals must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which *may* be applicable to specific Cooperative member purchases using federal grant funds. This completed form will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the BuyBoard contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative complete and initial the applicable boxes and sign the acknowledgment at the end of this form. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, Cooperative member ancillary contract, or Member Construction Contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any purchase order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's purchase order, ancillary agreement, or Member Construction Contract agreed to by the Vendor, the Cooperative member's provision shall control.



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3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is 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, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Right to Inventions Made Under a Contract or Agreement:

If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.



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7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

10. Procurement of Recovered Materials:

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. Profit as a Separate Element of Price:

For purchases using federal funds in excess of \$150,000, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.



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12. General Compliance and Cooperation with Cooperative Members:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Vendor Certification Item No.	Vendor Certification: YES, I agree or NO, I do NOT agree	Initial
1. Vendor Violation or Breach of Contract Terms	Yes	RG
2. Termination for Cause or Convenience	Yes	RG
3. Equal Employment Opportunity	Yes	RG
4. Davis-Bacon Act	Yes	RG
5. Contract Work Hours and Safety Standards Act	Yes	RG
6. Right to Inventions Made Under a Contract or Agreement	Yes	RG
7. Clean Air Act and Federal Water Pollution Control Act	Yes	RG
8. Debarment and Suspension	Yes	RG
9. Byrd Anti-Lobbying Amendment	Yes	RG
10. Procurement of Recovered Materials	Yes	RG
11. Profit as a Separate Element of Price	Yes	RG
12. General Compliance and Cooperation with Cooperative Members	Yes	RG

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

GovDeals, Inc.

Company Name

Signature of Authorized Company Official

Roger Gravley

Printed Name



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PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire, sign where indicated below, and submit the signed questionnaire and your responses to all questions in one document with your Proposal. **You must submit the signed questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

GovDeals, Inc. was incorporated in 1999 and has been hosting online auctions for government clients since 2001.

GovDeals, Inc. was founded by Information Management Specialists, Inc., and was purchased in 2008 by Liquidity Services, Inc.,

a publicly traded corporation (NASDAQ: LQDT). The company is not currently for sale or involved in any transaction that would

significantly alter its business or result in acquisition by another entity.

2. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

GovDeals has a staff of 86, including 36 field-based Account Managers and Client Services Representatives (CSRs), as well as 2 inside sales team members and 2 experienced CSRs on our Client Help Desk.

All of this staff is dedicated to GovDeals. If needed, staff duties can be shifted to prioritize BuyBoard in order to ensure that GovDeals is meeting all of its cooperative members' needs. Each contract

participant will have a dedicated team of GovDeals employees assigned to meet and exceed their specific surplus auction sales goals, and we have a remarkably deep and resilient bench of folks

who are available to provide extra help or fill-in when needed. BuyBoard's Texas-based representatives have multiple years of experience with GovDeals and serving the BuyBoard contract.

3. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

GovDeals is owned by a financially secure, publicly traded, and debt-free parent company, Liquidity Services Inc. Neither GovDeals nor its parent company, past or present owners,

principal stockholders, or officers have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years. Liquidity Services, Inc.'s stock

is publicly traded on the NASDAQ stock exchange under the call letters LQDT, and all of the company's SEC filings are publicly available and will be

provided upon request. GovDeals, Inc. carries a \$5 million insurance policy, to which we will name BuyBoard and participant members as additional insured upon request.



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4. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

No

5. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, failure to complete or deliver the work, or termination.

None

6. List all litigation or other legal proceedings (including arbitration proceedings), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relates to or arises from a contract similar to this Contract or the work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

None

By signature below, I certify that the information contained in and/or attached to this Proposal Invitation Questionnaire in response to the above questions is true and correct and that I am authorized by my company to make this certification.

GovDeals, Inc.

Company Name

Signature of Authorized Company Official



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REQUIRED FORMS CHECKLIST

(Please check (✓) the following)

- ☒ Completed: **Proposer's Agreement and Signature**
- ☒ Completed: **Vendor Contact Information**
- ☒ Completed: **Felony Conviction Disclosure and Debarment Certification**
- ☒ Completed: **Resident/Nonresident Certification**
- ☒ Completed: **Historically Underutilized Business (HUB) Certification**
- ☒ Completed: **Construction Related Goods and Services Affirmation**
- ☒ Completed: **Deviation/Compliance**
- ☒ Completed: **Dealership Listings**
- ☒ Completed: **Texas Regional Service Designation**
- ☒ Completed: **State Service Designation**
- ☒ Completed: **National Purchasing Cooperative Vendor Award Agreement**
- ☒ Completed: **Federal and State/Purchasing Cooperative Experience**
- ☒ Completed: **Governmental References**
- ☒ Completed: **Marketing Strategy**
- ☒ Completed: **Confidential/Proprietary Information**
- ☒ Completed: **Vendor Business Name with IRS Form W-9**
- ☒ Completed: **EDGAR Vendor Certification**
- ☒ Completed: **Proposal Invitation Questionnaire**
- ☒ Completed: **Required Forms Checklist**
- ☒ Completed: **Proposal Specification Form with Commission Fee Schedule and State of Texas Auctioneer's License**

**Catalogs/Pricelists must be submitted with proposal response or response will not be considered.*



ITEM No.	FULL DESCRIPTION	AUCTION LISTING SERVICE FEE ¹
1	<p>PRICE PER AUCTION (Listing Fee)</p> <p>This is a price per auction that Proposer will be paid once an auction item is listed on the auction web site, regardless of whether or not there is a completed sale.²</p>	\$ 0
ITEM No.	FULL DESCRIPTION	STATE PERCENT (%) OF DISCOUNT OFF COMMISSION FEE SCHEDULE ³
2	<p>COMMISSION FEE SCHEDULE - LIVE AUCTION</p> <p>Proposer must attach its commission fee schedule that details the percentage commission fee that will be charged on the sale price after each completed sale and schedule shall include</p> <ul style="list-style-type: none"> ▪ All applicable service minimum charges ▪ All applicable buyer's premiums ▪ Any additional fees to seller or buyer (Wire transfer fees, Credit Card processing fee, etc.) <p>Auction vendor shall state the percent (%) of discount off commission fee schedule to Cooperative Member.³</p>	N/A %
3	<p>COMMISSION FEE SCHEDULE - ONLINE AUCTION</p> <p>Proposer must attach its commission fee schedule that details the percentage commission fee that will be charged on the sale price after each completed sale and schedule shall include</p> <ul style="list-style-type: none"> ▪ All applicable service minimum charges ▪ All applicable buyer's premiums ▪ Any additional fees to seller or buyer (Wire transfer fees, Credit Card processing fee, etc.) <p>Auction vendor shall state the percent (%) of discount off commission fee schedule to Cooperative Member.³</p>	Varies; see Volume Discount info %

PROPOSAL FORM NOTES:

1. No price or fee will be accepted other than a price per auction (listing fee) and/or a percentage commission fee schedule.
2. If Proposer does not charge a listing fee, Proposer must insert a zero (\$0.00) bid on the price per auction line. If the price per auction line is left blank, Proposer's Proposal may be determined to be non-responsive.
3. If Proposer does not submit its Commission Fee Schedule with its Proposal, the Proposal will not be considered.

Signature of Authorized Company Official:

Page 37 of 59

Commission Fee Schedule

GovDeals' fee, calculated in percentage of each auction's winning bid, may be shared between the Member and winning bidders, or may be paid entirely from the Member's auction proceeds or wholly incurred by buyers.

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

Option A: Online auction services with payment collection
Fee: 12.5%

GovDeals collects auction payments online from winning bidders
Proceeds remitted to Member weekly

Example A1: No Fee to Member; 12.5% fee to buyer

Winning bid.....	\$ 1,000	
Buyer's Premium	\$ 125	
Buyer pays online.....	\$ 1,125	
GovDeals withholds.....	\$ 125	
Net Results to Member.....	\$1,000	100% of proceeds to Member

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

Winning bid.....	\$ 1,000	
Buyer's Premium	\$ 0	
Buyer pays online.....	\$ 1,000	
GovDeals withholds.....	\$ 125	
Net Results to Member.....	\$ 875	87.5% of proceeds to Member

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

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

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

Winning bid.....	\$ 1,000	
Buyer's Premium	\$ 75	
Buyer pays online.....	\$ 1,075	
GovDeals withholds.....	\$ 125	
Net results to Member.....	\$ 950	95% of proceeds to Member

Note: There is a \$5 minimum fee for each successful auction.
Not applicable to Buyer's Premiums.

**Option B: Online auction services without payment collection
Fee: 7.5%**

Member collects auction payments
GovDeals invoices Member monthly for fee amount (net 30 days)

Example B1: No Fee to Member; 7.5% fee to buyer

Winning bid.....	\$1,000	
Buyer's Premium	\$ 75	
Buyer pays Member.....	\$1,075	
Member invoiced for	\$ 75	
Net results to Member.....	\$1,000	100% of proceeds to Member

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

Winning bid.....	\$1,000	
Buyer's Premium	\$ 0	
Buyer pays Member.....	\$1,000	
Member invoiced for	\$ 75	
Net results to Member.....	\$ 925	92.5% of proceeds to Member

**Note: There is a \$5 minimum fee for each successful auction.
Not applicable to Buyer's Premiums.**

Annual Volume Discount Program

Aggregating all contract sales over a 12-month period, a cash rebate will be remitted to all Members based on their pro rata share, provided the contract sales reach a minimum threshold of \$1 million during the 12-month period. The volume discount is based on annual volume sold and ranges from one-quarter percent (0.25%) of sales at \$1M, to a cap of one and one-quarter percent (1.25%) once annual sales exceed \$5M.

Tiered Fee Reduction Schedule

GovDeals' Tiered Fee Reduction Schedule results in a lower GovDeals fee for assets that sell for more than \$100,000. For example, when a single auction item/lot sells for between \$100,000 and \$500,000, the GovDeals fee is the standard 7.5% for the first \$100,000 of the sale, and 5.5% for the remainder up to \$500,000. The GovDeals fee continues to decrease at the \$500,000 mark and the \$1,000,000 mark.

- Tiered Fee Reduction Schedule is applicable under any fee option in which the Member pays a fee of at least 7.5% (A1, A3, or B2). Tiered Fee Reduction is not applicable to Buyer's Premiums.

Evaluating Total Value vs. Fee

Although GovDeals' fee structure may or may not be the lowest offer, the true measurement of a successful surplus provider is net sales results. GovDeals' hands-on service, proactive bidder outreach/marketing, and total liability for credit card fraud will undoubtedly make a positive impact on the BuyBoard Members' total auction revenue.

For example, if a competitor is charging 2.5% less than GovDeals, this fee differential would be \$12.50 on a \$500 auction sale. **GovDeals' proven ability to deliver higher final auction sale prices** will enable the Members to easily see net revenue increase by more than this nominal amount, when compared to a vendor whose primary selling point is a lower percentage fee. Even if GovDeals achieves equal results, our history has shown that we would more than make up the slight fee difference by successfully closing a higher percentage of auctions with a lower default rate, and shouldering all liability of fraudulent payments, chargebacks, and disputes.

What Sets GovDeals Apart

We continue to properly and proactively scale our business so that we may deliver on our promises by hiring and retaining solid, hardworking, and dedicated employees that believe in what we do. Our extremely low turnover has allowed GovDeals to create a strong culture of shared success and ownership in the best practices that make us a committed partner in success with our clients.

Best 'Net of Fee' Value

In the event our fee/Buyer's Premium is higher than a competitor's, please do factor in all the things thousands of our government clients have considered when choosing GovDeals and continuing to partner with us. Here are a few that seem to resonate with our clients based on their experiences with us:

- ✓ Consistently higher net results (selling price less fee charged)
- ✓ Most proactive commitment to bidder management and the resulting lowest bidder default rate in the industry
- ✓ Highest website traffic and largest targeted bidder base
- ✓ Largest and most effective marketing team, with all activity documented and shared with clients to demonstrate proof of effort
- ✓ GovDeals is an integral contributor to a financially strong and debt-free parent company (Washington, D.C.-based Liquidity Services, Inc.)
- ✓ Three to seven business day remittance from pickup, with assumption of all risk for any fraudulent credit card chargebacks or losses
- ✓ Emphasis on sharing knowledge and experience
- ✓ Selling state and local government surplus online is GovDeals' only business and therefore, our only focus

Maintaining our ability to deliver on our key differentiating deliverables is why we so strongly defend our fee structure. We are hopeful these factors resonate with you as well.

GovDeals.com

A Liquidity Services Marketplace

Auction Services BuyBoard

**The Local Government Purchasing Cooperative;
Texas Association of School Boards**

This proposal is offered in response to the following solicitation:

Request for Proposals #541-17

March 16, 2017

Point of Contact:

Roger Gravley, President

Cell: 334-467-2411 ❖ Email: rgravley@govdeals.com

Office (Toll-Free): 1-800-613-0156 Ext. 4460

GovDeals, Inc.

Providing government-exclusive online auction services since 2001

www.GovDeals.com

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

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

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Submitted Separately

Proposal Invitation (Signed Documentation)
Commission Fee Schedule
Auctioneer License Exemption

Director of Cooperative Procurement
The Local Government Purchasing Cooperative
12007 Research Blvd.
Austin, TX 78759

March 14, 2017

Reference: Request for Proposals No. 541-17 – Auction Services

Dear Evaluation Committee:

GovDeals, Inc., is pleased to have this opportunity to respond to BuyBoard's Request for Proposals for Auction Services. As we greatly value our relationship with the Cooperative and its Members, we believe in continuously earning it, we never take it for granted, and our employees work hard every day to keep it.

Much of what we have learned over the years has come from direct interactions with our various points of contact within the government entities we serve. Because we do our best to listen, we are a much better company after 17 years of hard-earned growth and commitment to selling surplus online to foster higher Return on Investment for governments, including BuyBoard Cooperative Members.

As we launched our innovative government auction solution in 2001, our biggest challenge was convincing prospective clients about the benefits of selling online when compared to the traditional, live auction method or to individual sales by sealed bids. Now in our 17th year, we aim to convince your evaluation committee that GovDeals continues to be the best value in an increasingly crowded industry.

The services needed by Members as described in your solicitation are a wonderful reflection of the only business we are in and have been building, providing, and improving since our incorporation in 1999. As you re-evaluate options for Auction Services, I invite you to consider the benefits of utilizing GovDeals' richly featured government surplus auction solution:

- After 17 years, GovDeals remains focused on one thing: providing the absolute best net sales results for all of the Members' surplus assets. This is our only business!
- We have a large and experienced staff in all functional areas, including 3 experienced, Texas-based representatives, and 30 additional representatives serving regions across the United States and Canada.
- GovDeals has more than 570,000 registered and verified bidders, including 25,000 active bidders in the State of Texas.
- More than 9,500 governmental agencies have found GovDeals to be the most lucrative and efficient online surplus solution.
- GovDeals does not claim to be the best online government auction resource simply because we are the biggest; rather, we have grown to become the largest because we continue to offer the best value and the best metrics. When comparing, please do demand proof of ROI, as we are prepared to back up every number and claim throughout our proposal.
- GovDeals may or may not offer the lowest fee, but we will undoubtedly provide the absolute best net auction results when compared to any competitor.

GovDeals is prepared to immediately continue providing our online auction system and hands-on customer service to your Cooperative Members, with no lapse in services as BuyBoard moves to a new contract. Two dedicated GovDeals staff members will serve each Member on a regular and ongoing basis through on-site training and support, consultations, marketing planning, and on-call service.

GovDeals provides a turnkey approach to selling government surplus assets via our web-based online auction system at www.GovDeals.com, to include the most robust service offerings and features available in the fast-growing online government auction industry. Our specialized auction website allows prospective buyers to view unlimited photographs, videos, and thorough descriptions, ask questions, and enter bids for the Members' surplus assets. The assets will be auctioned under each Members' own Terms and Conditions, including Member-dictated time frames for payment and pickup.

When utilizing GovDeals' online auction system and payment collection services, GovDeals will shoulder all liability for credit card fraud and chargebacks that may occur, and disputes after asset removal are handled by GovDeals. We remit auction proceeds to our clients on a weekly basis despite these risk factors.

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

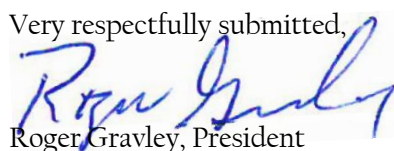
- Turnkey auction functionality with unlimited user accounts
- Real-time reporting tools within your secure account
- 570,000 active GovDeals bidders – verified through GovDeals' multi-layer registration process that includes vetting against the anti-terrorist watch list by Amber Road's global trade management software
- Extensive marketing outreach to targeted bidders at GovDeals' expense – driving competitive bidding, increasing the final selling price of your auctioned assets!
- Patented multi-tiered reallocation system to offer surplus assets to internal and external government and nonprofit agencies – at no cost.
- Sell at your own pace and not be required to follow a vendor's event-driven schedule
- Hands-on training – initial and ongoing – for as many employees as desired
- Personal service by each Member's dedicated, local Client Service Representative with 24/7 on-call availability; on-site and remote support will be provided on an as-needed basis
- Proceeds remittance is every Wednesday, which is always within 3-7 business days from when successfully sold assets have been picked up by buyers

With our original management team continuing to run the business, GovDeals now has 86 direct full-time employees, with more than half working remotely from the field in order to best serve clients in their local areas. At GovDeals' core is a very agile 10-person IT team, hired and developed by GovDeals, that is responsible for all development, operation, and support of the GovDeals website and system. This team works from GovDeals' headquarters and is part of a larger IT infrastructure at GovDeals' publicly traded parent company, Liquidity Services Inc. (NASDAQ: LQDT).

Setting GovDeals apart from the competition, we continue to properly and proactively scale our business so that we may deliver on our promises by hiring and retaining solid, hardworking, and dedicated employees in all regions of the U.S. and Canada that believe in what we do. Our extremely low turnover has allowed GovDeals to create a strong culture of shared success and ownership in the best practices that make us a committed partner in success.

As President of GovDeals, I know I speak for our entire team when I express how much we value BuyBoard's business and the opportunity to potentially continue to serve your Members. Please know that we will continue to work hard to exceed your expectations and to be individually and collectively accountable for making this happen if awarded. Please do not hesitate to contact me for any clarifications or to schedule an on-site or remote demonstration at your convenience.

Very respectfully submitted,



Roger Gravley, President

rgravley@govdeals.com | Cell: 334-467-2411 | Office: 1-800-613-0156 Ext. 4460

Section A **Background & Information**

Proposer's response should include:

1. Minimum 5-year history/experience with live auction services and online auctioning

GovDeals has 15 years of experience facilitating the sale of surplus government-owned goods via online auction. GovDeals does not provide live auction services. Since our founding in 1999 and system launch in 2001, more than \$1.3 billion in government-owned assets have been sold via GovDeals.com (1.1 million items/lots). GovDeals currently has over 9,500 government clients within 49 states and in Canada. More than 450 public entities in the State of Texas liquidate their surplus via GovDeals' online auction system, as do 1,200 public K-12 school systems nationwide.

GovDeals provides a turnkey approach to selling government surplus assets via our web-based online auction system, www.GovDeals.com, to include the most robust service offerings and features available in the fast-growing online government auction industry. Our specialized auction website allows prospective buyers to view unlimited photographs, videos, and thorough descriptions, ask questions, and enter bids for BuyBoard Cooperative Members' surplus assets. Government entities who utilize GovDeals as an online auction resource gain access to online auction functionality and reporting specifically designed to satisfy the needs and requirements of state and local governments. GovDeals' auctions are conducted in a totally transparent environment with terms and conditions, bid history, and results easily accessible by the public during the auction and for one full year after auction completion. Robust reporting and a perpetual audit trail are readily accessible within each GovDeals client's account. Our clients also have access to consultative services and to training in use of online auction best practices and to auction strategies that have been developed and fine-tuned through GovDeals' 15 years of experience in the government-exclusive online auction business.

GovDeals does not claim to be the best online government auction resource because we are the largest; rather, we have grown to be the largest because we offer our clients the greatest overall service and value. In addition to our field-based Account Managers and Client Services Representatives assigned directly to local accounts, GovDeals has experience Client Services Representatives working on our Client Help Desk, available by toll-free phone, email, and live chat every weekday. This team is available for technical support, strategy guidance, and hands-on service. As a GovDeals client, the Commonwealth will continue to have immediate and direct access to GovDeals' Client Services team, Bidder Services team, Accounting department, Marketing department, and GovDeals Executive Management. Our extremely low turnover has allowed GovDeals to create a strong culture of shared success and ownership in the best practices that make us a committed partner in BuyBoard Cooperative Members' success. It is our belief that no other auction company can offer this vital capability, and our experienced staff working to fulfill our commitments to Marketing, Bidder Support, Accounting, IT, Seller Support, etc., is what sets us apart as the leading online auction provider for governments throughout the U.S. and Canada.

The online auctions services needed by BuyBoard Cooperative Members are a wonderful reflection of the only business we are in and have been continuously building, providing, and improving since 1999. GovDeals is thoroughly prepared to continue to provide our online auction system and hands-on customer service to your Members, with no interruption in service as BuyBoard shifts to a new contract. Two dedicated GovDeals staff members will serve each Cooperative Member on a regular and ongoing basis through training, consultations, marketing planning, and on-call service and support.

2. Online site references and site structure (dedicated page, shared, etc.)

The GovDeals platform's self-service functionality will allow BuyBoard Cooperative Members to have complete control over their auctions, including accessing real-time reports and interacting with bidders through our built-in Question and Answer feature. GovDeals will provide dedicated service to each Member for training, technical support and case-by-case strategy recommendations, including marketing outreach, lotting strategies, and process improvement efforts. GovDeals provides a turnkey approach to selling government surplus assets via our web-based online auction system, www.GovDeals.com, to include the most robust service offerings and features available in the fast-growing online government auction industry. Our specialized auction website allows prospective buyers to view unlimited photographs, videos, and thorough descriptions, ask questions, and enter bids for BuyBoard Cooperative Members' surplus assets.

We encourage the BuyBoard evaluation committee to explore the user-friendliness and capacity of our auction website, www.GovDeals.com. Our web-based system is designed to provide the utmost ease of use, including minimalistic layout and intuitive functionality, such as the features described below.

- Each BuyBoard Member's auction listings will be included with other GovDeals sellers' auctions, with robust search and browse functionalities. Additionally, each Member may have a dedicated URL (custom named by the Member; for example, www.GovDeals.com/dallascountyschools) which only shows that Member's current auctions. Members who consistently have auctions live on GovDeals may additionally have a "microsite," which displays the Member's current auctions and also shows the Member's logo. There is no charge for the microsite capabilities, and further details will be provided upon request.
- Asset categories are clearly displayed on the home page. Categories without any current auctions are automatically hidden from the home page in order to minimize bidder frustration caused by blank pages or empty categories.
- Multiple search features enable bidders to easily locate assets for which they are in the market. Bidders may search by keyword, category, seller, zip code radius, and many other options. Additionally, any search can be saved as a "favorite" within a bidder's account, and notifications will be sent when new assets matching the selected criteria are up for auction (for example, laptops in Texas; laboratory equipment within 100 miles of Dallas; or all assets auctioned by a particular school system).
- Although the GovDeals system is continuously improved upon and updated behind the scenes, the website's primary design and functionality intentionally remain consistent in order to limit any frustration or confusion by bidders or sellers.

3. Method(s) of contacting buyers (buyer database, etc.)

A major part of GovDeals' service and ultimate success is the promotion of assets through marketing to our buyer database, as well as advertising to prospective bidders. We expend significant effort and funding to maximize competitive bidding for our clients' assets, since competition for surplus assets is directly tied to the revenue the selling governments obtain for these assets.

BuyBoard Members will not be charged a fee for any marketing efforts provided by GovDeals; last year, GovDeals placed more than 32,000 online and print ads for our clients' assets at no additional charge.

Our time-tested and proven approach to marketing government surplus goods for online auction is unparalleled. We know from research and experience how to develop and implement customized marketing plans for our government clients, and our 9-person Marketing Department has the expertise to create effective ads, press releases, mailings, etc., and utilize the right combination of these in order to consistently bring a steady stream of targeted website traffic to our government clients' surplus assets.

As marketing plans are developed for assets at auction, each Member's GovDeals CSR and our Marketing Department will communicate regularly with the Member's team to ensure they are always involved in decision-making, such as approving ads or press releases.

Copies of all marketing activity, including advertisements, email blasts, news coverage, etc., will be uploaded into the respective Members' GovDeals accounts to demonstrate proof of effort. The Member's POC will be notified by email when new documentation has been uploaded to their GovDeals account.

Overview of Marketing Strategies

- ❖ **Custom Marketing Plans:** When a Member has specialty assets to auction, GovDeals' Marketing Department will develop custom promotion and advertising strategies designed to bring the highest dollar amount possible for each asset. Various types of assets considered unique, high-value, or specialty may be considered for this custom marketing, which involves identification of target audiences and niche media.

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

- ❖ **Niche Marketing:** All vehicles, heavy equipment, unique, and high-value assets that Members wish to sell on the GovDeals auction website will be advertised or listed on niche websites that will expose your assets to targeted buyers. For example:
 - Heavy trucks and highway/construction equipment are advertised in *Rock and Dirt* and *Contractor's Hotline*, as well as other trade publications.
 - Cars, trucks, and vans are advertised at www.CarDaddy.com.
 - Medical and laboratory items are promoted at www.LabX.com and www.EquipMatching.com.
 - Transit and school buses are advertised at www.BusesOnline.com and www.BusNut.com.
 - Garbage trucks are advertised at www.TrashTrucksOnline.com, and fire trucks, ambulances, and other rescue equipment are advertised on www.1stResponder.com.

- ❖ **Email Marketing to Targeted Bidders:** GovDeals has bidders in all 50 U.S. states and in 68 foreign countries for a total of more than 570,000 registered and verified bidders (see map below). We have over 25,000 active bidders in the State of Texas (as illustrated on map), including over 7,500 within 100 miles of Austin. We will be happy to provide detailed bidder statistics for other states or regions upon request.

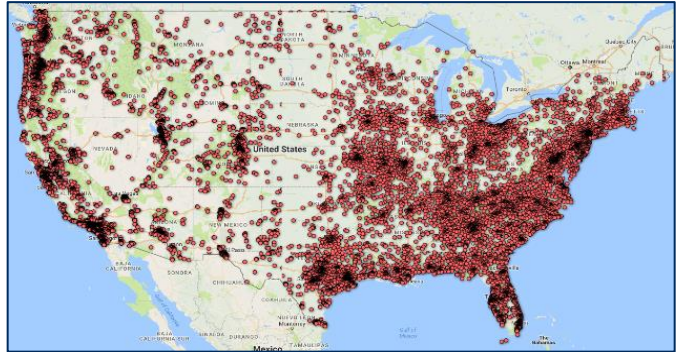
To harness the strength of this extensive bidder base for asset marketing, email blasts (e-Flyers) are sent to previous bidders and buyers of relevant categories. This has repeatedly proven one of our most successful marketing strategies.

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

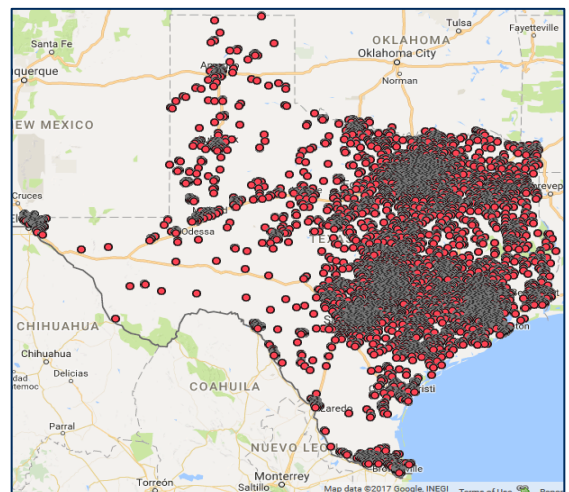
- ❖ **Notifying Your Previous Bidders:** If desired by a Member, GovDeals will notify the Member's previous auction and/or sealed bid participants that the Member is now selling some or all of its surplus on GovDeals.com. This can be accomplished by postcard or email blast, depending upon the Member's wishes and the contact methods available to reach the past participants.

- ❖ **News Coverage:** As a result of press releases and other media outreach, GovDeals periodically receives local, regional, and national broadcast, online, and print media coverage. This not only results in promotion for specific clients or assets, but also drives overall bidder sign-up. For example, a news report by MSN Money resulted in a 250% increase in daily registrations.

570,000 Active GovDeals Bidders in the U.S. and Internationally

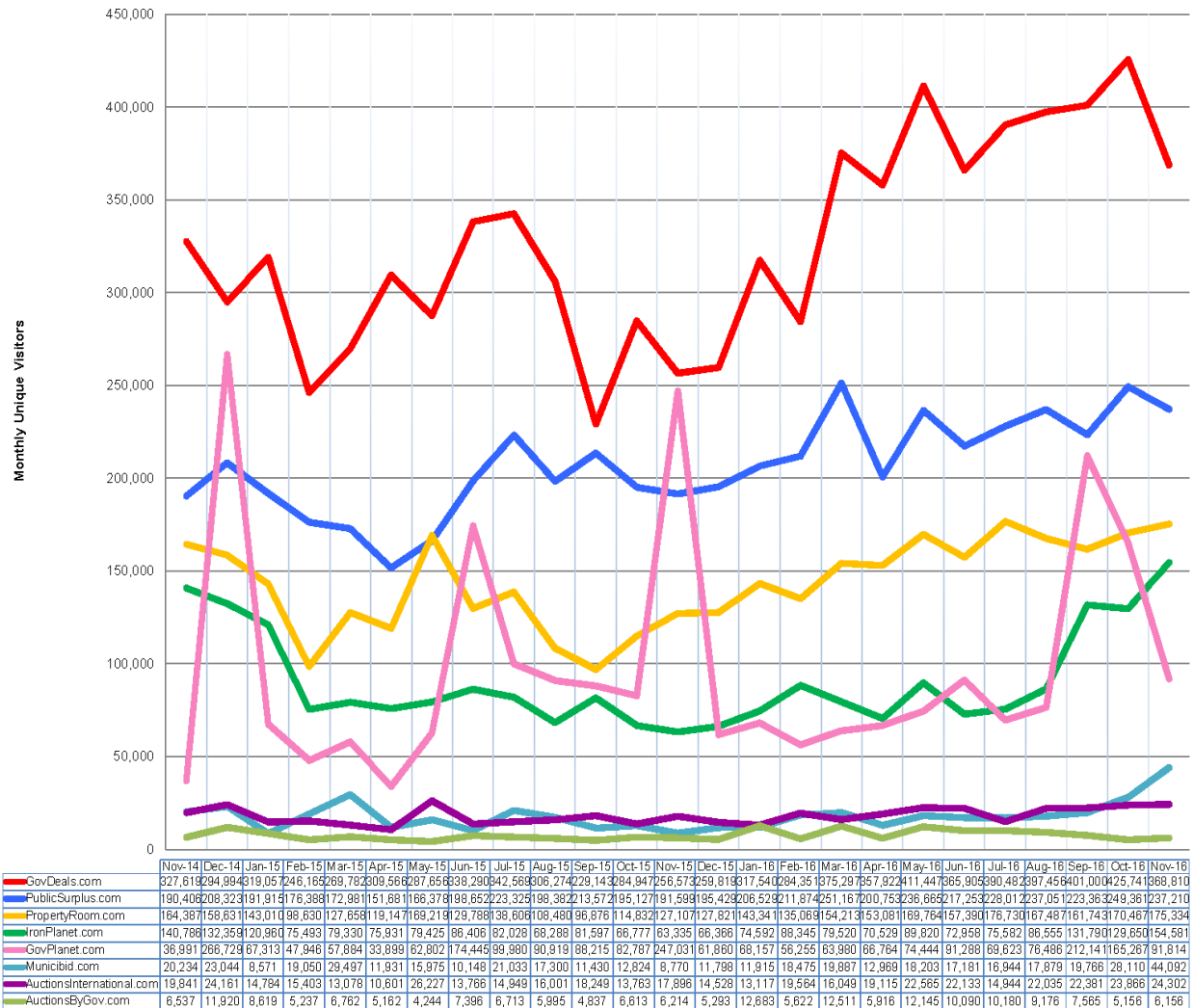


25,000 Active Bidders in Texas



- ❖ **Website Traffic:** Our auction website, www.GovDeals.com, is the most utilized and most heavily trafficked government auction resource in North America. In November 2016 (the most recent data available), the GovDeals auction website had more than 386,000 Unique Visitors. GovDeals' web traffic is consistently the highest of any government surplus auction website. This data is provided by ComScore, the leading independent website traffic analysis provider. The chart below reflects impartial data comparing the web traffic of GovDeals.com over the past two years with that of other online auction providers.

Independent Web Traffic Analysis
2-year comparison of monthly Unique Visitors



Independent Data
The data above, provided by industry-leading website traffic analyst comScore (formerly Compete Pro), indicates total Unique Visitors for each of 25 months, from November 2014 through November 2016, for the websites listed in the chart above. A Unique Visitor is defined as a person who is only counted once when he/she visits a website, even though the visitor may visit the site multiple times during the month. Only US-based website traffic is measured in this report.

About comScore/Compete Pro
comScore's digital insight services are supported by industry-leading data management and technology. This consumer and industry data is drawn from numerous sources and comprises the largest continuous consumer behavior database in the industry. comScore's proprietary data methodologies and patent-pending technology aggregate, transform, and normalize this data and ensure it is representative of the entire U.S. online marketplace. Compete Pro is an independent third-party agent that provides objective, unbiased traffic analysis research tools.

Please note: This third-party data may not match each party's internal website analytics but does provide a consistent reflection of comparative data. In other words, though the numbers may not be exact, the trend lines are consistently reliable for website traffic comparison purposes.

4. Examples of information available to potential buyers (data, photos, etc.)

On the following pages, we have provided example auction listings showcasing the types and breadth of information available to potential buyers, including descriptions, photographs, payment and removal instructions, etc.

Bidding Made Simple & Reliable

Since launching the GovDeals online auction service 15 years ago, our bidder database has grown to more than 570,000 people throughout the United States, as well as in 68 foreign countries. We have incorporated an array of bidder-friendly features that keep our buyers returning to GovDeals again and again.

- **Ease of Use:** We encourage BuyBoard's evaluation committee to explore the user-friendliness and capacity of our auction website, www.GovDeals.com. Our web-based system is designed to provide the highest functionality, most informative listings, and the utmost ease of use, including minimalistic layout and intuitive functionality, such as those described below:
 - Asset categories are clearly displayed on the homepage. Categories without any current auctions are automatically hidden from the home page in order to minimize bidder frustration caused by blank pages or empty categories.
 - Multiple search features enable bidders to easily locate assets for which they are in the market. Bidders may search by keyword, category, seller, zip code radius, and many other options. Additionally, any search can be saved as a "favorite" within a bidder's account, and notifications will be sent when new assets matching the selected criteria are available for auction.
 - Although the GovDeals system is continuously improved upon and updated behind the scenes, the website's primary design and functionality intentionally remain consistent in order to limit any frustration or confusion by bidders and sellers.
- **Email Notifications:** GovDeals' bidders may elect to receive email notifications when they have been outbid on an auction, as well as when an asset is posted matching the bidder's selected "favorites" (detailed below). Winning bidders will always be sent automatic email notification of auction award (Buyer's Certificate).
- **Auto Bid:** The GovDeals system includes an optional proxy bidding feature, which allows the system to automatically bid on the bidder's behalf. The auto bid feature stops bidding anytime the bidder is the high bid, or until it reaches the maximum bid entered if bidding continues beyond the proxy bid amount.
- **Favorites:** GovDeals "favorites" feature allows bidders to be notified by email when new items from any selected category or search criteria are sent to auction. Examples of favorites could include school buses auctioned in Texas; laptops within 50 miles of Austin; or all assets auctioned by a particular seller.
- **Identity Protection:** GovDeals provides security systems, antivirus, and firewalls to prevent hacking of auction information from the servers, and to prevent bidders from learning the identity of other bidders. GovDeals is PCI-compliant and does not store payment information.
- **Bidder Support:** GovDeals provides bidder support from a dedicated service center staffed by 7 experienced GovDeals employees. The Bidder Services Help Desk intakes more than 200 calls, emails, and live chats daily, and this team has a stellar 97% first-call resolution rate. The Bidder Services Help Desk has employees who are fluent in Spanish, and we have a language service available if we need assistance communicating with a prospective bidder who does not speak English or Spanish.

5. Method of data collection and photo of sale items

Each Member may have as many user accounts as desired to operate GovDeals' self-service online auction platform, including a primary Point of Contact to serve as Administrator of the Member's account. Training will be provided for all users at no additional cost.

The Administrator of the Member's account should, or delegate responsibility to, photograph assets to be auctioned, as well as to gather descriptive details about each asset/lot. Also, a video may be uploaded to each auction if desired. Also if desired, GovDeals will provide inspection forms for various categories of assets. The users may use these forms to gather descriptive details of the assets/lots for later input into the GovDeals system.

Routine tasks involved in the operation of the GovDeals platform include:

- Taking digital photographs/video of assets to be auctioned.
- Gathering descriptive information about the surplus assets
- Answering questions from prospective bidders via GovDeals' Q&A system
- Meeting buyers for asset removal and obtaining the buyer's signature on each system-generated Bill of Sale
- Marking assets as "picked up" to trigger payment remittance

Many of GovDeals' clients, particularly those with considerable auction volume, designate multiple employees to handle these duties. At a minimum, a new GovDeals client's POC/Admin must take part in the implementation process to ensure efficient account setup and understanding of system operation. We encourage all staff members involved in the surplus process to take part in the initial training session in order to gain a full understanding of the online auction process.

Additionally, Members may desire accounting personnel to have system access in order to oversee payment collection and reconciliation. These staff members would benefit from attending training to gain insight about available system reports, ad hoc reporting, and financial reconciliation.

6. Copy of State of Texas Auctioneer's License issued by the Texas Department of Licensing and Regulation, or, if Vendor proposes to serve states other than Texas, copies of any applicable license(s) from those states, or detailed explanation and supporting documentation or authority of why no license is required.

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

Section B **Online System Requirements**

Proposers that provide an online auction service for the purpose of selling surplus property and equipment must provide a fully functional service that includes:

- 1. Proposer will provide all hardware, software, and servers needed to operate an online auction service. Proposer must give the Cooperative member full access to the member's assigned online auction account that allows the member to load its own equipment via a common internet browser. The system should be available to Cooperative members 24 hours a day, 7 days a week, 365 days a year. The member must be able to load items it wishes to sell at any time.**

Agreed. The GovDeals online auction platform is entirely web-based, and no hardware or software will be installed on Members' computers. Members' accounts can be fully accessed via common web browsers at all times.

GovDeals' self-service platform will enable Members to have full access to their accounts, including uploading unlimited photographs, describing assets' condition in free-form fields, set minimum reserves if desired, set starting price and bid increment amounts for each auction, interact with bidders via GovDeals' Q&A feature, run standard and ad hoc reports, etc.

The GovDeals auction platform is available 24 hours a day, 7 days a week, 365 days a year. Since its launch in 2001, the GovDeals auction system has maintained system uptime of 99.99%, and extensive provisions are in place to prevent a service outage.

- 2. Proposer will provide and absorb all cost of a secure hosting facility to operate the online auction system and allow the Cooperative member full access to their account. The member will not be required to install any additional computer hardware or software at the member's location; the only requirement will be that the member has an internet connection via a common web browser and a digital camera. Proposer's auction service shall not interact with a Cooperative member's computer hardware, software, or database systems, except to allow access to the member's account through a common web browser.**

Agreed. GovDeals will provide and absorb the cost of secure hosting to operate its online auction system. All enhancements and upgrades to the GovDeals online auction system will be provided at no additional cost. To ensure website reliability and security, the GovDeals application exists in the Microsoft Azure East cloud infrastructure. The servers are spread throughout the environment

to cover multiple facilities. The servers are redundant within the live application and also backed up within the cloud for simple recovery within minutes if needed. The database performs log shipping backups to a physical machine as well as a cloud copy of the server backed up at all times, and a backup rotation via MSSQL with differentials is performed on a routine basis for recovery also.

The GovDeals online auction platform is entirely web-based, and no hardware or software will be installed on Members' computers. Members will only need an internet-enabled computer and a camera with which to take photographs of assets. Members' accounts can be fully accessed via common web browsers at all times, without interaction with Members' computers except for access via the browser.

3. Proposer will provide maintenance and upgrades to the system hardware and software at no cost to the Cooperative member.

Agreed. All enhancements and upgrades to the GovDeals online auction system will be provided at no additional cost. GovDeals performs scheduled releases on a monthly basis, typically the last Thursday of the month. The releases begin at 5 a.m. ET and normally take an hour or less. Major upgrades to the application or infrastructure are performed, on average, twice a year depending on current requirements, backlog, and infrastructure needs.

4. Proposer will supply all operating software and applications needed for the auction site to function.

Agreed. GovDeals will provide the web-based auction platform and servers needed to operate the auction site. There will be no additional cost to Members.

5. Connectivity to the internet shall be accessible through industry standard internet connections, web browsers, and email. The system must allow access from both Windows and Apple Mac operating systems. The system provided will not require the installation of any special software on the computer systems of the Cooperative member.

Agreed. The GovDeals auction system is accessible through industry standard internet connections, web browsers, and email. The system is accessible from both Windows and Apple Mac operating systems. No software will be installed on any Members' computer.

6. Maintenance and support, including email and telephone support needed to operate the auction site and live customer service support, must be available to Cooperative members Monday-Friday between the hours of 8:00 A.M. and 5:00 P.M. Central Standard Time.

Agreed. Members' account manager (in Texas, this is Senior Client Services Representative Simon Petty) will be available 24 hours a day, 7 days a week by direct cell phone or email. GovDeals will provide easily accessible, highly responsive technical support and customer service to Members. Additionally, Members will have access to GovDeals' Client Help Desk, available from 7 a.m. to 5 p.m. CST, by toll-free phone, live chat, and email.

- 7. Proposer's system should have simple and uniform methods for bidders to submit bids and have the highest bid price to date posted on the bidding site for all bidders to see. It shall also have a system to notify a bidder if the bidder's bid has been rejected and identify the reason for such rejection.**

Agreed. The GovDeals auction platform has simple and uniform methods for bidders to submit bids, and the high bid price-to-date is always shown on the auction page for all bidders to see. In the event a bidder's bid is rejected, the bidder will receive an automatic email notification explaining the reason for the rejection, such as improper format.

- 8. Proposer's online system at a minimum shall include the following:**

- a. Clearly displayed date and time to the end of bidding.**

Yes, the end date and time is clearly displayed on each auction, in the upper right corner.

- b. The capability for the Cooperative member to set a minimum opening bid price and a minimum bid increment.**

Yes, Members will have the ability to set minimum opening bid and bid increment.

- c. The capability to automatically notify other governmental entities of available surplus personal property or equipment prior to the items being made available to the general public on the auction site. (In cases of a sale to another government entity, Proposer would not be entitled to receive a commission on the sale.)**

Yes, GovDeals' patented Tier Redistribution System allows Members to offer surplus assets to selected governmental or nonprofit entities prior to items being made available to the general public on the auction site. GovDeals does not charge a fee for items claimed within the Tier Redistribution System.

- d. An internal method of recording all bids, a method of identifying the winning bidder, and a method of identifying the second highest bidder in those instances where the winning bidder reneges on completing the sale.**

Yes, GovDeals system has these capabilities. The system will automatically record all bids and identify the winning bidder. In the event the winning bidder does not complete a sale, the Member will have access to identify the second-highest bidder.

- e. A record of bids that may be provided to the Cooperative member.**

Yes, the GovDeals system will display the names, contact information, and address of all of the Members' winning bidders.

f. Security systems, anti-virus, and firewalls capable of preventing the hacking of any auction information from the auction servers, preventing the assimilation or distribution of viruses and other programs, and preventing any bidder from learning the identity of any other bidder.

Yes, GovDeals will provide all security systems, antivirus, and firewalls capable of preventing the hacking of any auction information from the auction servers, preventing the assimilation or distribution of viruses and other programs, and preventing any bidder from learning the identity of any other bidder.

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

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

g. Contingency plans to backup and recover information, including a disaster recovery plan that covers internet failure, electricity failure, or system failures.

Yes, GovDeals has contingency plans to backup and recover information, including a disaster recovery plan that covers internet failure, electricity failure, or system failures.

GovDeals is a fully redundant suite of applications that exists on the Microsoft Azure cloud infrastructure. Each application has multiple servers load balanced along with redundant database servers performing real-time replication. The model allows the sites to handle traffic to the pages as well as failover/disaster recovery. In addition to redundant servers within the live application, these are also backed up within the cloud for simple recovery within minutes if needed. The database performs log shipping backups to a physical machine as well as a cloud copy of the server backed up daily, and a backup rotation via MSSQL with differentials is performed on a routine basis for recovery also.

GovDeals utilizes a third-party image caching service to increase productivity and page delivery times without constant server retrieves that could cost delivery time delays.

GovDeals also has internal and external monitoring on all segments of the hardware to ensure the appropriate individuals/teams are notified immediately in the event of an issue. There are rules within the system to automatically remove troubled hardware as not to impact the site or users.

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

Each client's CSR will be involved in identifying and restoring any auctions that have been impacted. The Members' CSR(s) will work directly with the Member to restore or relist the auctions, depending on impact.

h. A system for posting auctions that is easy to use and allows the Cooperative member control over the auction.

Yes, the GovDeals system is both easy to use and allows Members complete control over their auctions.

The GovDeals platform's functionality allows Members to have complete control over their auctions, including setting minimum bids, reserve pricing, and bid increments, as well as auction dates and length of each auction. The Members will be able to upload an unlimited number of photos to each auction and include the descriptive information deemed necessary by the Member for the particular asset/lot. System functionality includes accessing real-time reports and interacting with bidders through GovDeals' built-in Question and Answer feature.

Throughout 15 years of conducting online auctions for government entities across the United States and Canada, we have developed features that increase our sellers' ease of use and efficiency for their staff members, as well as to positively impact sellers' surplus disposition success and ROI. Some of the features that are most popular among our selling agencies are described below.

- **Single Page Load:** Creating an online auction has never been easier! With GovDeals' simple one-page auction creation functionality, all details regarding an asset auction can be entered on a single page, without the hassle of multiple steps and page load delays. The data can be saved and finished later if the item is not yet ready for auction.
- **Automated Auction Calculator:** This unique, time-saving feature assists the Member's users in automatically setting the starting price, bid increment, and auction start date and time, as well as the ending date, for each auction. If the Member doesn't agree with some of the automatically entered data, the user may override any populated field. The Member may also simply bypass the automated calculator and enter the data manually.
- **Extension of Bid:** This feature extends auctions by a few minutes when a bid is placed in the final few minutes of an auction's end time, to encourage competitive bidding and higher final sales prices. This feature is optional.
- **Question & Answer:** The Q&A functionality within each Member's GovDeals account will allow prospective bidders to submit questions via an auction page, allowing the Member to answer either privately by email or publicly on the auction page for all bidders to view.
- **Security Levels:** Access to the GovDeals system can be tailored to the job duties of Members' employees. GovDeals will discuss with each Member ways to best utilize these 5 security levels to fit into the Member's existing or desired processes. Security levels include the ability to require approval from a supervisor before auctions may go live, as well as a "view only" setting that is useful for accounting staff to access reports.
- **Second-Chance Offer:** The Member may offer an asset to the second-highest bidder with a single click in the rare event that the winning bidder defaults on completing a sale. This feature is also useful if a reserve price is not met but the Member wishes to offer the asset to the highest bidder.
- **Minimum Bid, Bid Increments, and Reserve Pricing:** The Member will have full control to determine these factors. If desired, the Member's CSR can give advice based on past successes with similar assets sold by other governments.

- **Departmental Billing:** Each Member's remittance payment may be sent to their individual selling departments or to a general fund. Even if sent to a general fund, data can be easily separated out for auditing purposes using a department code, and reports are exportable to Microsoft Excel.
- **Bid Deposits:** A Member may require bidders to make a deposit before bidding on any or all of the Member's assets up for auction. Our recommendation is that use of this feature be limited to high-value, sensitive, specialized, and/or real estate assets. 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 bidder's deposit, his/her account will be approved to bid on the asset. The winning bidder's deposit may be applied to the final amount due; unsuccessful bidders will have their deposit returned in full.
- **Bidder Restrictions:** A Member may limit the types of public bidders allowed to place bids on particular assets. These assets may still be viewed by the general public to maximize the marketing exposure of the auctions, but a restrictive banner and information within the terms and conditions will clearly communicate that the bidder must be of a certain type (police department, fire department, etc.) or have specific licenses or certifications (FFL, liquor license, etc.). Additional information on types of restrictions that have and can be applied is available upon request.
- **Reallocation Tiers:** GovDeals' patented Tier Redistribution System allows Members to offer their surplus assets between departments, to other government entities, and/or to nonprofit organizations. Assets not claimed during the reallocation process may automatically be moved to public auction if desired. There is no fee for use of GovDeals reallocation tiers.

i. A method for the Cooperative member to withdraw and cancel an auction without penalty and notifies bidders if an auction has been withdrawn and canceled.

Yes, the Member may withdraw and cancel auctions without penalty. The GovDeals system includes the ability for the Member to declare a reason for the withdrawal, if desired. All bidders and watchers of the auction will be automatically notified immediately of the withdrawal and, if applicable, the reason for the withdrawal. If the Member decides to relist the item for auction, the item's previous bidders and watchers will be automatically notified by the system that the asset is again available for auction sale.

j. A system that provides the Cooperative member a method of duplicating prior auctions, and cutting, pasting, and editing information from prior auctions that will help the member save time posting new auctions to the online auction site.

Yes, the GovDeals system provides Members with the ability to duplicate prior auctions, as well as cut, paste, and edit information from prior auctions in order to save time posting new auctions to the online auction site. Additionally, the Member's CSR will create custom templates, if desired, for common assets the Member plans to auction.

- k. A system that allows the Cooperative member's own terms and conditions to be posted for each asset offered for sale and provides a quick link to the member's terms and conditions. The system must also provide a section on the asset auction page for posting special instructions for each asset that include important terms from the Cooperative member's terms and conditions, such as when payment should be made and when an item should be picked up by the winning bidder. This section can also be used to give the bidder contact information to call to inquire about the asset being auctioned or any other helpful information that the bidder may need to make a bid.**

Yes, a link to the Member's own Terms and Conditions will be posted on each auction listing. Before a bidder can place his or her initial bid on an asset being auctioned by a Member, the bidder will be required to electronically sign in agreement of the Member's terms and conditions of sale. No bidder may place a bid without agreeing to the seller's terms and conditions.

Each auction listing includes a section called "Special Instructions," which is useful for highlighting important terms from the Member's terms and conditions. Additionally, each auction listing includes sections on "Payment" and "Removal," giving Members the ability to highlight any and all necessary information for prospective bidders to review. There is also a "Seller Information" section that will at all times list the contact information to all to inquire about the asset being auctioned.

- l. A system of collecting payments from bidders that accepts payment via PayPal, wire transfer, or a credit card.**

Yes, winning bidders are responsible for making payment via GovDeals' website within the timeframe dictated by the Member (typically within 5 business days after auction close). Acceptable forms of payment are credit/debit card (Visa, MasterCard, Discover, and American Express), PayPal, or wire transfer. All payments over \$4,999 must be made by wire transfer. Bidders on probation are not permitted to pay via American Express.

- m. A system to generate and send both the Cooperative member and the buyer a "PAID" e-mail notice (electronically) when payment is received.**

Yes, GovDeals' system will automatically generate and send an e-mail notification to the Member and the buyer when payment has been made.

- n. A system that provides detailed financial and summary reports of all transactions to both the Cooperative member and the Cooperative.**

GovDeals will provide real-time reporting and summary reports within each Member's account. The Members will have 24/7 access to an array of real-time reports, as well as the

ability to view a detailed bid history and audit trail of all its auctions at any time during the auction or after its close, without expiration or archiving.

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

Sold Assets Report

Ad hoc reporting options and example report shown

Our clients' most-utilized tool, the Sold Assets Report provides detailed data of all assets sold within any selected date range. With the ability to export to Microsoft Excel with a single click, this report can be easily imported into the seller's other recordkeeping systems, merged with additional inventory data, or filtered by department, category, etc.

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

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

Sold Asset Report

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

Asset

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

Auction

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

Buyer

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

Monetary

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

Start Date End Date
or ☐ Check here to get all assets from the beginning.
or Search by Payment #:
☐ Hide credits taken outside of date range
☐ Hide all credits
☐ Export to Excel

Continue



El Paso, TX								
Date range: 01/09/2017 - 01/09/2017								
ID ↑	Inventory ID	Description	Category	Buyer	Starting Bid	Sold Amount	Bids	Auction Ended
4689	4043	MISC COMPUTER ITEMS	Office Equipmen	John	\$6.00	\$48.00	11	1/9/17 8:30 AM
4697	4061	MISC OFFICE ITEMS	Office Equipmen	omar	\$5.00	\$5.00	1	1/9/17 8:06 AM
4704	4053	MISC COMMERCIAL IMPERIAL STOVE	Cafeteria and K	Lourdes	\$50.00	\$170.00	16	1/9/17 8:22 AM
4844	4029	MISC SCRAP METAL	Recyclable Mate	Lourdes	\$6.00	\$34.00	15	1/9/17 8:20 AM
4868	4052	USED LED AND PEDESTRIAN LIGHTS	Traffic Signals	ricky	\$6.00	\$234.01	32	1/9/17 8:00 AM
4880	4064	MISC MODULAR FURNITURE	Office Equipmen	Ruben	\$6.00	\$10.00	3	1/9/17 8:05 AM
4881	ESD 4065	Vehicle Rims	Recyclable Mate	Ruben	\$50.00	\$1,355.00	153	1/9/17 8:08 AM
					\$129.00	\$1,856.01		

Invoicing Report

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

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

GovDeals
A Liquidity Services Marketplace

Agency Contact: 
Invoice #: 
Invoice Date: 1/1/2017-1/31/2017
Due Date: 3/2/2017

Asset Description	Inventory ID	Date Sold	Sold \$ Fee %	Fee \$ Certificate ID	Credit Date	Credit \$
Street Broom-Pull Behind / Used / DS16-0251-1	DS16-0251-15 / WKCC /	1/14/16	\$27.00 0	\$0.00* 199-1114161930-8897	Credit	Reversal
Hunter Wheel Balance Machine / Used / DS17-00	DS17-0088-1 / Bullitt	1/16/17	\$152.00 MIN	\$0.00* 215-0116171930-8897		
2006 EX GO Golf Cart / Usable / Unit 15 / DS1	Unit 15 / DS17-0085-1	1/16/17	\$2,130.00 MIN	\$0.00* 217-0116171954-8897		
Cushman 5th Wheel Top Dresser / Used But Read	DS16-0259-2 / Top Dre	1/19/17	\$750.00 MIN	\$0.00* 214-0119172000-8897		
2004 EZ GO Golf Cart / Usable / Unit 5 / DS17	DS17-0085-2 / Unit 5	1/23/17	\$1,527.00 MIN	\$0.00* 218-0123171939-8897		
Snap-On Tire Changer / Used / Works / DS17-00	DS17-0088-2 / Tire Ch	1/23/17	\$877.00 MIN	\$0.00* 216-0123172000-8897		
2004 EZ GO Golf Cart / Usable / Good / DS17-0	DS17-0085-5 / Unit 38	1/30/17	\$2,070.00 MIN	\$0.00* 219-0130171954-8897		
			\$7,506.00	\$0.00		\$0.00

No money is due; this statement is for your records only. Credit will be applied in the same month they are entered in the GovDeals system.
If you have any problems or questions, please contact Accounting at 1-800-613-0156 option 4.
Thank you!
* denotes fee was withheld by GovDeals

Total Fees: \$0.00

Prior Sales Credits: \$0.00

Current Credits: \$0.00

Fees Withheld: \$0.00

Page 1 of 1

Bill of Sale

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

The Bill of Sale contains a disclaimer: "Asset is sold as is, where is, and without warranty. Once the asset is removed from the seller's premises, there is no refund of monies previously paid." This language may be customized. The State is encouraged to obtain a Bill of Sale for every item picked up in order to retain a document the buyer has signed agreeing that no money will be refunded. The signed Bill of Sale may be uploaded to the completed auction.

Pennsylvania State Surplus, PA 2021 Fawcett St Harrisburg, PA 17105-0728	
Bill of Sale Date: 01/27/2017	Bill of Sale Number: 1272017
Asset ID: 6636	Inventory ID: 0294
Description of Property ASSORTED MONITORS ****PICK UP ONLY****	Award Amount 606.00
Asset Information	
	Year: Make/Brand: Model: VIN/Serial:
	Meter: Title Restriction:
Sale Information	
Actual Sold Amount: \$606.00	Paid On: 01/27/2017 by PayPal
Other Amount: \$0.00	Other Amount Description:
Buyer's Premium: \$60.60	Tax Rate: 0%
Tax Amount: \$0.00	
Total Amount: \$666.60	* Taxable Items
Asset is sold as is, where is and without warranty. Once the asset is removed from the seller's premises there is no refund of monies previously paid.	
Newark, NJ 07112-1128 USA 973- 	Buyer/Agent Signature: _____ Print Name: _____ Date: _____

Paid For/Picked Up Reports

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

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

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

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

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

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

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

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

Paid For & Picked Up Report													
			Filter by: Paid, Not Picked Up										
			Submit		Export to Excel								
ID	Inv ID	Description	Buyer Name	End Date/Time	High Bid	Tax	Add'l Fees	Total	GovDeals Fee	Net Pay	Paid	Status	Reminder
6344	7006 01	50 PIECES OF GUARDRAIL	Bank account	5/10/16 6:30 PM	\$2,102.00*	\$0.00		\$2,102.00	-\$102.15	\$1,999.85	5/10/16		06/20/16
6345	7006 02	50 PIECES OF GUARDRAIL	Bank account	5/10/16 6:35 PM	\$2,203.00*	\$0.00		\$2,203.00	-\$105.22	\$2,037.78	5/10/16		06/20/16
6347	7006 04	25 PIECES OF GUARDRAIL	Bank account	5/10/16 6:45 PM	\$1,257.00*	\$0.00		\$1,257.00	-\$94.27	\$1,162.73	5/10/16		06/20/16
6348	7006 05	60 PIECES OF GUARDRAIL	Bank account	5/10/16 6:50 PM	\$1,304.00*	\$0.00		\$1,304.00	-\$97.80	\$1,206.20	5/10/16		06/20/16
6349	7006 06	100 PIECES OF GUARDRAIL	Bank account	5/10/16 6:55 PM	\$2,257.00*	\$0.00		\$2,257.00	-\$109.27	\$2,007.73	5/10/16		06/20/16
6375	7047 01	5,000 GALLON ASPHALT TANK	Judy Fagley	6/9/16 6:45 PM	\$9.00*	\$0.00		\$9.00	-\$5.00	\$4.00	6/23/16		06/20/16
6376	7047 02	10,000 GALLON ASPHALT TANK	Judy Fagley	6/9/16 6:50 PM	\$9.00*	\$0.00		\$9.00	-\$5.00	\$4.00	6/23/16		06/20/16
6377	7047 03	15,000 GALLON ASPHALT TANK	Judy Fagley	6/9/16 6:55 PM	\$7.00*	\$0.00		\$7.00	-\$5.00	\$2.00	6/23/16		06/20/16
6378	7005 01	FILE CABINET - 5 DRAWER	Robert Green	6/9/16 7:00 PM	\$7.00*	\$0.00		\$7.00	-\$5.00	\$2.00	6/23/16		06/20/16
6384	7031 01	SCAG WALK BEHIND LAWN MOWER	Jeremy Morgan	6/20/16 6:15 PM	\$779.00*	\$0.00		\$779.00	-\$58.42	\$720.58	6/24/16		06/20/16
6385	7031 02	SCAG WALK BEHIND LAWN MOWER	Jeremy Morgan	6/20/16 6:20 PM	\$793.00*	\$0.00		\$793.00	-\$59.47	\$733.53	6/24/16		06/20/16
6386	7022 01	1,550 Gallon Tank	Joshua Bright	6/20/16 6:25 PM	\$135.01*	\$0.00		\$135.01	-\$10.13	\$124.88	6/21/16		06/20/16
6387	7022 02	10,000 Gallon Tank	Joshua Bright	6/20/16 6:30 PM	\$173.01*	\$0.00		\$173.01	-\$12.98	\$160.03	6/21/16		06/20/16
6388	7031 03	CONCRETE SAW	Chris Loney	6/20/16 6:35 PM	\$72.00*	\$0.00		\$72.00	-\$5.40	\$66.60	6/21/16		06/20/16
					\$11,167.02	\$0.00	\$0.00	\$11,167.02	\$855.11	\$10,311.91			
Update Assets													

Remind Buyers
with a
Single Click

Paid For & Picked Up Report

Filter by: Paid, Picked Up

Search by Payment:

Or

Auction ended ▼ between: Start Date: End Date:

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

Electronic Payments Owed by GovDeals

ID	Inv ID	Description	Buyer Name	End Date/Time	High Bid	Tax	Add'l Fees	Total	GovDeals Fee	Net to Pay	Picked Up
815	815	Safety Swtch boxes	roberto Hernandez	6/1/16 10:30 AM	\$55.00*	\$4.54		\$59.54	-\$5.00	\$54.54	7/6/2016
836	836	Exercise Station	ernesto Rodriguez	6/29/16 10:09 AM	\$600.00*	\$54.45		\$714.45	-\$49.50	\$664.95	7/6/2016
					\$715.00	\$58.99	\$0.00	\$773.99	\$64.50	\$719.49	
Total Owed by GovDeals: \$719.49											
* Total GovDeals Fees to Withhold: \$64.50											

Status Report

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

Asset Statuses												
Ready for Auction <input type="button" value="Continue"/>												
Export results to a tab delimited text file												
ID #	Inv ID	# Photos	Description	Action Date	Start Date/Time	End Date/Time	Open	Increment	Reserve/Strike	# Bids	High Bid	Auto Extension
6701	16933	1	2 Skids Misc Clothing #16933 097 LBS ****PICK UP ONLY****	2/6/17 10:46 AM	2/8/17 10:56 AM	2/15/17 10:05 AM	\$50.00	\$2.00	\$0.00	0	\$50.00	
6703	16944	1	Approx 3 LB Gold Tone Jewelry #16944	2/6/17 10:48 AM	2/8/17 10:59 AM	2/15/17 10:15 AM	\$25.00	\$5.00	\$0.00	0	\$25.00	
6704	16841	1	Misc Electronics 8 lbs #16841	2/6/17 10:49 AM	2/8/17 11:00 AM	2/15/17 10:00 AM	\$10.00	\$2.00	\$0.00	0	\$10.00	
6706	16956	1	Approx 13 lbs Assorted Multitools #16956	2/6/17 10:52 AM	2/10/17 11:02 AM	2/17/17 10:10 AM	\$25.00	\$2.00	\$0.00	0	\$25.00	
6708	16894	1	Approx 10 Assorted Leatherman Multitools Approx 5 lbs 16894	2/6/17 10:55 AM	2/10/17 11:05 AM	2/17/17 10:05 AM	\$25.00	\$5.00	\$0.00	0	\$25.00	
6710	16848	1	Approx 16 lbs Assorted Victorinox Knives #16848	2/6/17 10:57 AM	2/10/17 11:07 AM	2/17/17 10:15 AM	\$25.00	\$5.00	\$0.00	0	\$25.00	
6711	16898	0	Approx 10 Assorted Gerber Multitools 0 lbs #16898	2/6/17 10:58 AM			\$0.00	\$0.00	\$0.00		\$0.00	
6712	16898	1	Approx 10 Assorted Gerber Multitools 6 lbs #16898	2/6/17 10:58 AM	2/8/17 11:09 AM	2/15/17 10:10 AM	\$25.00	\$5.00	\$0.00	0	\$25.00	
6713	16855	1	Approx 5 Assorted Purses #16855 5 lbs	2/6/17 11:00 AM	2/8/17 11:10 AM	2/15/17 10:20 AM	\$15.00	\$1.00	\$0.00	0	\$15.00	
6714	16867	1	Assorted Lighters #16867 ****PICK UP ONLY****	2/6/17 11:01 AM	2/10/17 11:11 AM	2/17/17 10:00 AM	\$25.00	\$2.00	\$0.00	0	\$25.00	
6715	16940	1	Approx 5 lbs Silver Tone Jewelry #16940	2/6/17 11:02 AM	2/10/17 11:13 AM	2/17/17 10:20 AM	\$25.00	\$2.00	\$0.00	0	\$25.00	

Asset Statuses												
Sent to Auction <input type="button" value="Continue"/>												
Export results to a tab delimited text file												
ID #	Inv ID	# Photos	Description	Action Date	Start Date/Time	End Date/Time	Open	Increment	Reserve/Strike	# Bids	High Bid	Auto Extension
6900	16990	1	Approx 14 lbs Assorted Multitools #16900	2/1/17 9:52 AM	2/1/17 9:52 AM	2/8/17 10:15 AM	\$25.00	\$2.00	\$0.00	1	\$25.00	
6899	16919	1	Approx 10 lbs Assorted Box Cutters #16919	2/3/17 9:53 AM	2/3/17 9:53 AM	2/10/17 10:20 AM	\$10.00	\$1.00	\$0.00	0	\$10.00	
6990	16835	1	Approx 15 lbs Assorted Victorinox Knives #16835	2/1/17 9:54 AM	2/1/17 9:54 AM	2/8/17 10:00 AM	\$25.00	\$5.00	\$0.00	11	\$405.00	
6801	16824	1	Approx 10 Assorted Gerber Multitools 4 lbs #16824	2/3/17 9:55 AM	2/3/17 9:55 AM	2/10/17 10:00 AM	\$25.00	\$5.00	\$0.00	1	\$25.00	
6894	16830	1	Approx 12 lbs Assorted Black Knives #16830	2/1/17 10:38 AM	2/1/17 10:38 AM	2/8/17 10:10 AM	\$25.00	\$5.00	\$0.00	11	\$206.00	
0095	10827	1	Approx 1 lbs Assorted Reading Glasses #10827	2/3/17 10:39 AM	2/3/17 10:39 AM	2/10/17 10:05 AM	\$10.00	\$1.00	\$0.00	0	\$10.00	
6996	16904	1	Approx 9 lbs Assorted Fixed Blade Knives #16904	2/3/17 10:40 AM	2/3/17 10:40 AM	2/10/17 10:10 AM	\$15.00	\$2.00	\$0.00	7	\$42.00	
6997	16939	1	Approx 5 LB Silver Tone Jewelry #16939	2/3/17 10:41 AM	2/3/17 10:41 AM	2/10/17 10:15 AM	\$25.00	\$5.00	\$0.00	3	\$30.00	
6938	16886	1	Assorted Lighters #16886 ****PICK UP ONLY****	2/1/17 10:43 AM	2/1/17 10:43 AM	2/8/17 10:20 AM	\$15.00	\$5.00	\$0.00	6	\$55.00	
6999	16930	1	Approx 2 lbs Assorted Sunglasses #16930	2/1/17 10:44 AM	2/1/17 10:44 AM	2/8/17 10:05 AM	\$10.00	\$1.00	\$0.00	3	\$36.00	
6702	16924	1	Approx 7 lbs of Assorted Belts #16924	2/6/17 10:58 AM	2/6/17 10:58 AM	2/13/17 10:00 AM	\$10.00	\$1.00	\$0.00	0	\$10.00	
6705	16849	1	Approx 11 lbs Assorted Black Knives #16849	2/6/17 11:01 AM	2/6/17 11:01 AM	2/13/17 10:05 AM	\$25.00	\$5.00	\$0.00	0	\$25.00	
6707	16874	1	Approx 1 lbs Assorted Reading Glasses #16874	2/6/17 11:04 AM	2/6/17 11:04 AM	2/13/17 10:15 AM	\$10.00	\$1.00	\$0.00	0	\$10.00	
6709	16920	1	Approx 10 lbs Assorted Box Cutters #16920	2/6/17 11:06 AM	2/6/17 11:06 AM	2/13/17 10:10 AM	\$10.00	\$1.00	\$0.00	0	\$10.00	
6716	16948	1	Approx 5 lbs Costume Jewelry #16948	2/6/17 11:14 AM	2/6/17 11:14 AM	2/13/17 10:20 AM	\$25.00	\$2.00	\$0.00	0	\$25.00	

Current Bid Report

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

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

Current Bid Report

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

7 auctions returned.

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

Buyer's and Seller's Certificates

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

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

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

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

Payment Confirmation

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

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

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

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

The following assets are ready for pickup:

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

GovDeals Seller's Certificate: 2-0126151849-7248

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

BUYER (#716433)

Name: DAVID [REDACTED]
Company: na
Title To: DAVID [REDACTED]
Phone: 530-718-2100
Email: d[REDACTED]@trinity-county.org
Address: 104 [REDACTED] Ave
Weaverville, CA 96093

SELLER (#7248)

Agency: Trinity County Health and Human Services, CA
Contact: Dave [REDACTED]
Phone: 530-718-2100
Fax: 530-688-1000
Email: d[REDACTED]@trinity-county.org
Address: 104 [REDACTED] Ave
Weaverville, CA 96093

ITEM INFORMATION FOR ASSET ID: 2

Item:	2001 Ford Expedition XLT 4WD 		
Pick Up Location:	51 Industrial Pk Way, Weaverville, CA 96093		
Inventory ID:	2	Account ID:	7248
Condition:	See Description	Quantity:	1 each
Make/Brand:	Ford	Model:	Expedition
VIN/Serial:	1FMRU16W31LB44912	Model Year:	2001
Meter:	132,438 Miles	Title Restrictions:	No

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

Payment Instructions:

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

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

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

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

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

Removal Instructions:

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

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

Special Instructions:

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

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

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

Description:

2001 Ford Expedition XLT 4WD SPORT UTILITY 4-DR, 4.6L V8 SOHC 16V.
Vehicle Starts and Runs
Automatic Transmission, AM/FM cassette, Power windows/locks, Cruise Control, 3rd Row Seating
Regularly serviced
No other known mechanical problems.
Minor dings and dents to body consistent with normal use
Faded paint on hood and top of truck. Rust on windshield wipers.
Please see photos for more details

9. Proposer must have documented training tools and processes to train Cooperative members on use of the system.

Yes, GovDeals will provide hands-on training and documentation to train Members on use of the auction system. We believe training and support of Member's users is a major part of the undertaking of an online auction service. The Members' personnel will be thoroughly trained in the use of the GovDeals system, with training provide on-site for as many employees as desired. Although our preference is always to provide on-site training, web-based training can be provided if this is preferred.

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

During training, the Member's dedicated account representative (Client Services Representative, or CSR) will show the employees our auction website and explain in detail how bidding takes place and how our asset search engines work. Once a thorough review is completed, the CSR will then take the trainees into the Member's account, reviewing the one-page auction creation template and walking the trainees through each step involved in posting an asset to auction and running reports.

Each Member will be given thorough and up-to-date documentation and support materials, including a training video that focuses on loading assets into the GovDeals system. Our full written documentation that will be provided to each Member includes a 46-page user training guide, an extensive online help feature, numerous quick-reference materials, best practices recommendations, and a web-based guide library for immediate access to the latest editions of all of our documentation.

Each Member may have unlimited GovDeals account users. Access to the online auction system can be tailored to the job duties of Members' various employees through the use of 5 security levels. At implementation, each Member's CSR will discuss ways to best utilize these access levels to fit into the Members' existing or desired processes. Security levels include the ability to require approval from a supervisor before auctions may go live, as well as a "view only" setting that is useful for accounting personnel.

In addition to training at implementation, the Members' CSR(s) will be readily available for training new employees how to use and manage the system and how to utilize enhancements added periodically to improve the system for sellers and buyers. The Members' CSR(s) may be contacted 24 hours a day, 7 days a week by direct cell phone or email.

10. Proposer must have a system and process of handling item payment disputes.

When utilizing GovDeals' auction platform and payment collection services, GovDeals accepts responsibility for chargebacks or fraud that may occur. Additionally, disputes after a winning bidder has picked up an asset/lot are handled by GovDeals. In the event of a dispute, GovDeals may request the signed Bill of Sale from the Member. GovDeals remits our clients' proceeds weekly and does not withhold payment during the 30-day chargeback liability window.

11. Proposer must have a documented process and tools for marketing and promoting the site constantly to entice bidders.

A major part of GovDeals' service and ultimate success is the promotion of assets through advertising and marketing. We expend significant effort and funding to maximize competitive bidding for our clients' assets, since competition for surplus assets is directly tied to the revenue the selling government agencies obtain for these assets.

Members will not be charged a fee for any marketing efforts provided by GovDeals; last year, GovDeals placed more than 32,000 online and print ads for our clients' assets at no additional charge.

Our time-tested and proven approach to marketing government surplus goods for online auction is unparalleled. We know from research and experience how to develop and implement customized marketing plans for our government entity clients, and our 9-person Marketing Department has the expertise to create effective ads, press releases, mailings, etc., and utilize the right combination of these in order to consistently bring a steady stream of targeted website traffic to our government clients' surplus assets.

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

Overview of Marketing Strategies

- ❖ **Custom Marketing Plans:** When a Member has specialty assets to auction, GovDeals' Marketing Department will develop custom promotion and advertising strategies designed to bring the highest dollar amount possible for each asset. Various types of assets considered unique, high-value, or specialty may be considered for this custom marketing, which involves identification of target audiences and niche media.

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

- ❖ **Niche Marketing:** All vehicles, heavy equipment, unique, and high-value assets that Members wish to sell on the GovDeals auction website will be advertised or listed on niche websites that will expose your assets to targeted buyers. For example:
 - Heavy trucks and highway/construction equipment are advertised in *Rock and Dirt* and *Contractor's Hotline*, as well as other trade publications.
 - Cars, trucks, and vans are advertised at www.CarDaddy.com.
 - Medical and laboratory items are promoted at www.LabX.com and www.EquipMatching.com.
 - Transit and school buses are advertised at www.BusesOnline.com and www.BusNut.com.
 - Garbage trucks are advertised at www.TrashTrucksOnline.com, and fire trucks, ambulances, and other rescue equipment are advertised on www.lstResponder.com.

- ❖ **Email Marketing to Targeted Bidders:** GovDeals has bidders in all 50 U.S. states and in 68 foreign countries for a total of more than 570,000 registered and verified bidders (see map below). We have over 25,000 active bidders in the State of Texas (as illustrated on map), including over 7,500 within 100 miles of Austin. We will be happy to provide detailed bidder statistics for other states or regions upon request.

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

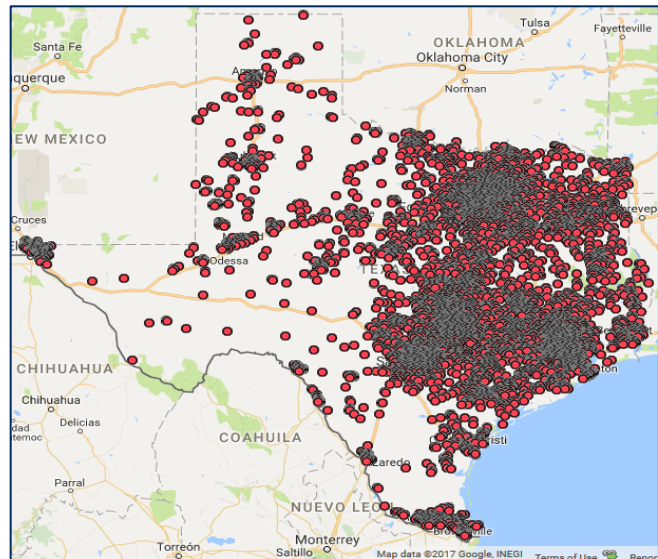
- ❖ **Local Marketing:** As shown on the maps at right, GovDeals already has a large and active bidder base in Texas and nationally. In order to further make local residents aware of Members' auctions, GovDeals' Marketing Department will implement strategies to inform the public of the Member's GovDeals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

- ❖ **Notifying Your Previous Bidders:** If desired by a Member, GovDeals will notify the Member's previous auction and/or sealed bid participants that the Member is now selling some or all of its surplus on GovDeals.com. This can be accomplished by postcard or email blast, depending upon the Member's wishes and the contact methods available to reach the past participants.
- ❖ **News Coverage:** As a result of press releases and other media outreach, GovDeals periodically receives local, regional, and national broadcast, online, and print media coverage. This not only results in promotion for specific clients or assets, but also drives overall bidder sign-up. For example, a news report by MSN Money resulted in a 250% increase in daily registrations.

570,000 Active GovDeals Bidders in the U.S. and Internationally

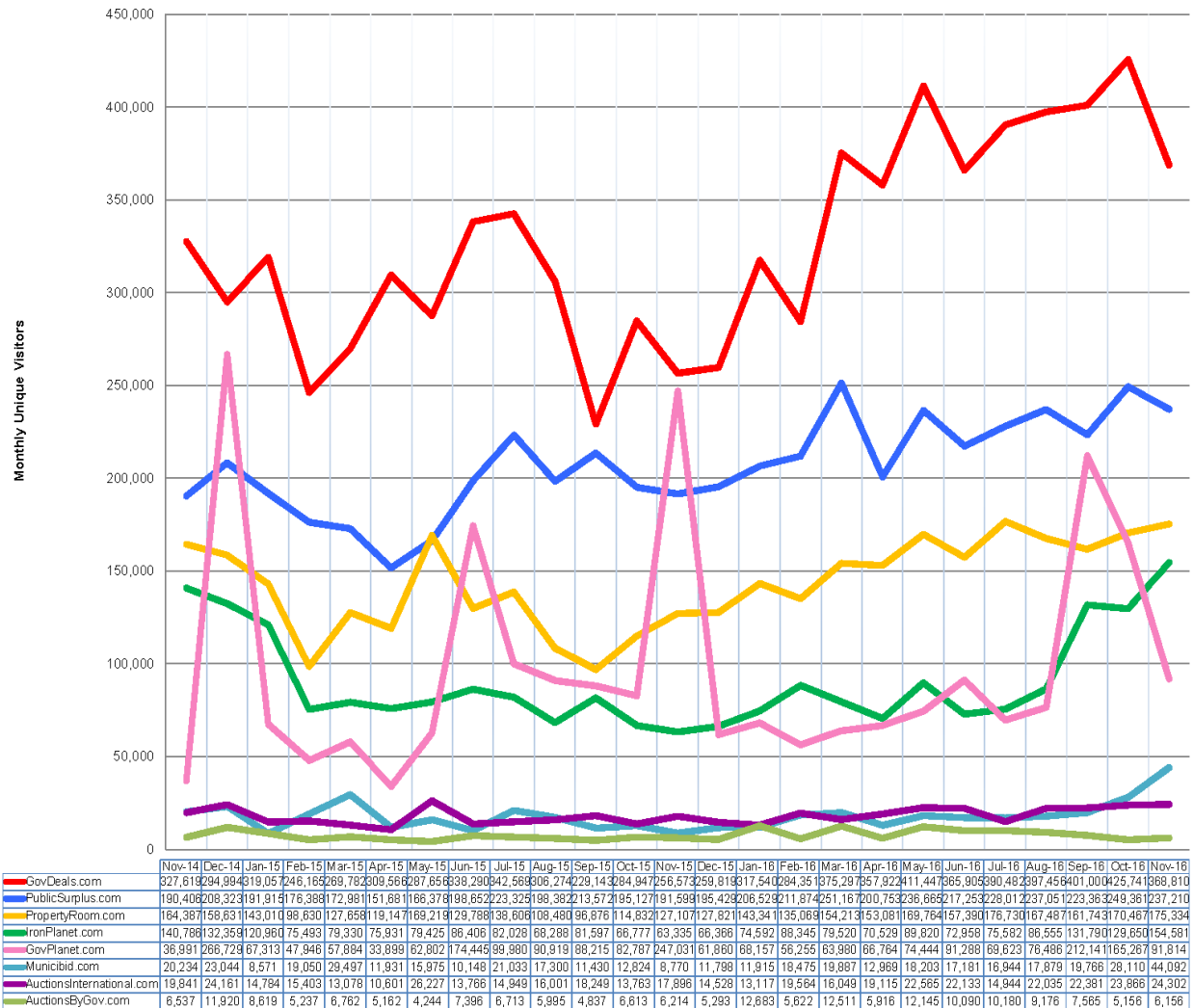


25,000 Active Bidders in Texas



- ❖ **Website Traffic:** Our auction website, www.GovDeals.com, is the most utilized and most heavily trafficked government auction resource in North America. In November 2016 (the most recent data available), the GovDeals auction website had more than 386,000 Unique Visitors. GovDeals' web traffic is consistently the highest of any government surplus auction website. This data is provided by ComScore, the leading independent website traffic analysis provider. The chart below reflects impartial data comparing the web traffic of GovDeals.com over the past two years with that of other online auction providers.

Independent Web Traffic Analysis
2-year comparison of monthly Unique Visitors



Independent Data

The data above, provided by industry-leading website traffic analyst comScore (formerly Compete Pro), indicates total Unique Visitors for each of 25 months, from November 2014 through November 2016, for the websites listed in the chart above. A Unique Visitor is defined as a person who is only counted once when he/she visits a website, even though the visitor may visit the site multiple times during the month. Only US-based website traffic is measured in this report.

About comScore/Compete Pro

comScore's digital insight services are supported by industry-leading data management and technology. This consumer and industry data is drawn from numerous sources and comprises the largest continuous consumer behavior database in the industry. comScore's proprietary data methodologies and patent-pending technology aggregate, transform, and normalize this data and ensure it is representative of the entire U.S. online marketplace. Compete Pro is an independent third-party agent that provides objective, unbiased traffic analysis research tools.

Please note: This third-party data may not match each party's internal website analytics but does provide a consistent reflection of comparative data. In other words, though the numbers may not be exact, the trend lines are consistently reliable for website traffic comparison purposes.

Exemption from Requirement to Hold State of Texas Auctioneer's License

- 6. Copy of State of Texas Auctioneer's License issued by the Texas Department of Licensing and Regulation, or, if Vendor proposes to serve states other than Texas, copies of any applicable license(s) from those states, or detailed explanation and supporting documentation or authority of why no license is required.**

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

GOVDEALS, INC.

Steve Kranzusch

Printed Name of Authorized Person

St. Kran

Signature

VP + General Manager

Title:

7-24-2019

Date:

CITY OF AUSTIN

Sydney Ceder

Printed Name of Authorized Person

Sydney Ceder

Signature

Procurement Specialist III

Title:

7/30/19

Date:

Exhibit A - Supplemental Terms

Exhibit B - Non Discrimination Certification

Exhibit C - Non-Suspension & Debarment Certification

**EXHIBIT A
CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

The following Supplemental Purchasing Provisions apply to this contract:

1. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office
P. O. Box 1088
Austin, Texas 78767

OR

PURInsuranceCompliance@austintexas.gov

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage

**EXHIBIT A
CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

- (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
 - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
 - C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
2. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.
3. **DELIVERY REQUIREMENTS:**
- A. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.
 - B. The Contractor shall confirm the equipment request on all orders within two (2) hours of notification by phone from the City.
 - C. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 51 in Section 0300).
4. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)
- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Fleet Services
Attn:	Eddie Goebel
Address	6400 Bolm Road
City, State Zip Code	Austin, Texas 78721

**EXHIBIT A
CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

5. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):

- A. Access to City facilities by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City.
- B. Contractor personnel will be required to check in at the security desk or Service Writer desk when entering or leaving City facilities.
- C. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.

6. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Steve Orwick Contract Contract Specialist
City of Austin – Fleet Services
1190 Hargrave St.
Austin, TX 78702
steve.orwick@austintexas.gov
512-974-1768

Exhibit B

**City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION**

**City of Austin, Texas
Human Rights Commission**

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

**City of Austin
Minimum Standard Non-Discrimination in Employment Policy:**

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment

advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 24th day of July, 2019

CONTRACTOR

Authorized
Signature

Title

GovDeals, Inc.
Stu V. L. P.
VP & General Manager

Exhibit C

**City of Austin, Texas
NON-SUSPENSION OR DEBARMENT CERTIFICATION**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name:

Gov Deals, Inc.

Signature of Officer or
Authorized
Representative:

Steve Kranzusch

Date:

7-24-2019

Printed Name:

Steve Kranzusch

Title:

VP + General Manager

Financial Settlement Services (FSS) Election and Information

Please complete payment instructions below:

If client elects FSS, this section must be completed prior to submitting form back to GovDeals

Accounting Contact: Debbie Layne - Accounting Associate II
(Person to receive checks and invoices) Name and Title

E-Mail Address: Deborah.Layne@austintexas.gov

Phone Number: 612-974-2119

Option B: Client elects for GovDeals to collect all proceeds from the buyer:

☐ Option B1 ☐ Option B2 ☐ Option B3 ☒ Option B4

(Please choose only one option for payment)

If payment will be made by ACH, please provide the following information:

Name of Bank	JP Morgan Chase Bank, N.A.
County of Bank	New York, NY
Name of Client: (Name on bank account)	City of Austin - Investment Pool Receiving Account
Bank Routing Number	111000614
Bank Account Number	9900075116
Checking/Savings	

OR:

If payment will be made by paper check, please provide the following information:

Make check payable to: Client's Legal Name

Mail check to: Street Address / P.O. Box Number

City, State and Zip Code

Approved for GovDeals:

Stu Kurl
Vice President 7-24-2019
Title Date

+ General Manager

Approved for Client:

Franklin Mon
Title 7-17-2019
Date

☐ Please check here only if Client elects to NOT allow GovDeals to deduct the GovDeals fee from proceeds due the client.

GOAL DETERMINATION REQUEST FORM

Buyer Name/Phone	Erika Larsen/512-974-3127	PM Name/Phone	Hazel Bacl /4-1751
Sponsor/User Dept.	7800	Sponsor Name/Phone	Name/Phone
Solicitation No	COOP	Project Name	Auction Services
Contract Amount	Revenue	Ad Date (if applicable)	
Procurement Type			
<input type="checkbox"/> AD – CSP <input type="checkbox"/> AD – Design Build Op Maint <input type="checkbox"/> IFB – IDIQ <input type="checkbox"/> Nonprofessional Services <input type="checkbox"/> Critical Business Need <input type="checkbox"/> Sole Source*			
<input type="checkbox"/> AD – CM@R <input type="checkbox"/> AD – JOC <input type="checkbox"/> PS – Project Specific <input type="checkbox"/> Commodities/Goods <input type="checkbox"/> Interlocal Agreement			
<input type="checkbox"/> AD – Design Build <input type="checkbox"/> IFB – Construction <input type="checkbox"/> PS – Rotation List <input checked="" type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Ratification			
Provide Project Description**			
Auctioning of surplus goods.			
Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.			
Current contract - NC120000028 no goals were attached .			
List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable)			
96209, 9620910			
Erika Larsen		8/13/2018	
Buyer Confirmation		Date	

* Sole Source must include Certificate of Exemption

**Project Description not required for Sole Source

FOR SMBR USE ONLY			
Date Received	8/13/2018	Date Assigned to BDC	8/13/2018
In accordance with Chapter2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:			
<input type="checkbox"/> Goals	% MBE	% WBE	
<input type="checkbox"/> Subgoals	% African American	% Hispanic	
	% Asian/Native American	% WBE	
<input type="checkbox"/> Exempt from MBE/WBE Procurement Program		<input checked="" type="checkbox"/> No Goals	

GOAL DETERMINATION REQUEST FORM

This determination is based upon the following:

- | | |
|--|---|
| <input type="checkbox"/> Insufficient availability of M/WBEs | <input type="checkbox"/> No availability of M/WBEs |
| <input type="checkbox"/> Insufficient subcontracting opportunities | <input checked="" type="checkbox"/> No subcontracting opportunities |
| <input type="checkbox"/> Sufficient availability of M/WBEs | <input type="checkbox"/> Sufficient subcontracting opportunities |
| <input type="checkbox"/> Sole Source | <input type="checkbox"/> Other |

If Other was selected, provide reasoning:

MBE/WBE/DBE Availability

N/A

Subcontracting Opportunities Identified

N/A

Tracy Burkhalter

SMBR Staff

Signature/ Date

SMBR Director or Designee

Date

Returned to/ Date:



City of Austin

Purchasing Office

P.O. Box 1088, Austin, TX 78767

July 9, 2019

Gaston & Sheehan Auctioneers, Inc.
Jason Rzepniewski
1420 FM 685
Pflugerville, Texas 78660

jasonr@txauction.com

Dear Mr. Rzepniewski:

The Austin City Council approved the execution of a contract with your company for Auction Services for the Fleet Services Department and Financial Services Department in accordance with the referenced BuyBoard contract.

Responsible Department:	Fleet Services Department and Financial Services Department
Department Contact Person:	Steve Orwick and Steve Stenton respectively
Department Contact Email Address:	Steve.Orwick@austintexas.gov and Steve.Stenton@austintexas.gov
Department Contact Telephone:	(512) 974-1766 and (512) 974-2082
Project Name:	Auction Services
Contractor Name:	Gaston and Sheehan Auctioneers, Inc.
Contract Number:	MA 7800 NR190000007
Contract Period:	July 9, 2019 – August 31, 2020
Dollar Amount	Revenue
Extension Options:	None
Requisition Number:	RQM 7800 19061700582
Solicitation Type & Number:	BuyBoard Contract No. 541-17
Agenda Item Number:	26
Council Approval Date:	March 28, 2019

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Sydney Ceder
Procurement Specialist III
City of Austin
Purchasing Office

CC: Steve Orwick
Steve Stenton

**CONTRACT BETWEEN THE CITY OF AUSTIN (“City”)
AND
GASTON & SHEEHAN AUCTIONEERS, INC. (“Contractor”)
FOR
AUCTION SERVICES
MA 7800 NR190000007**

This Contract is between Gaston & Sheehan Auctioneers, Inc. having offices at 1420 FM 685, Pflugerville, TX 78660 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City (“Effective Date”). Solicitation requirements are met by using Contractor’s Texas Association of School Boards, Inc. (BuyBoard) Contract No.541-17.

1.1 This Contract is composed of the following documents:

- 1.1.1 BuyBoard Contract No. 541-17, including all documents as referenced in Section 1, Exhibits
- 1.1.2 This document
- 1.1.3 Exhibit A, Supplemental Terms
- 1.1.4 Exhibit B, Non Discrimination Certification
- 1.1.5 Exhibit C, Non-Suspension & Debarment Certification.

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 BuyBoard Contract No. 541-17 as referenced in Section 1.1.1
- 1.2.2 This document
- 1.2.3 Supplemental Terms as referenced in Section 1.1.3
- 1.2.4 Non Discrimination Certification as referenced in Section 1.1.4
- 1.2.5 Non-Suspension & Debarment Certification as referenced in Section 1.1.5.

1.3 Quantity. Quantity of goods or services will be determined on an as needed basis as specified in each Delivery Order. There are no guaranteed quantities or minimum order quantities.

1.4 Term of Contract. The Contract shall be in effect for a term beginning on the Effective Date and coinciding with the cooperative contract (as referenced in Section 1.1.2 above) expiration date of August 31, 2020.

1.5 Compensation. 3% discount off of the 10% sellers fee for a discounted sellers fee of 7%.

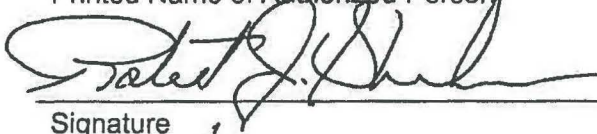
This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

GASTON & SHEEHAN AUCTIONEERS, INC.

ROBERT J. SHEEHAN

Printed Name of Authorized Person



Signature

Sec/TBA

Title:

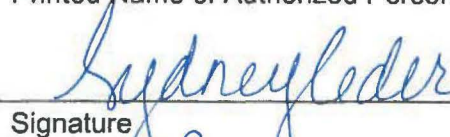
JULY 1, 2019

Date:

CITY OF AUSTIN

Sydney Ceder

Printed Name of Authorized Person



Signature

Procurement Specialist III

Title:

7/9/19

Date:

Exhibit A - Supplemental Terms

Exhibit B - Non Discrimination Certification

Exhibit C - Non-Suspension & Debarment Certification



P.O. Box 400
Austin, TX 78767-0400
800.695.2919 | 512.467.0222 | Fax: 800.211.5454
buyboard.com

July 27, 2017

Welcome to BuyBoard!

Re: Notice of The Local Government Purchasing Cooperative Award

Proposal Name and Number: Auction Services, Proposal Number 541-17

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. The contract is effective 9/1/2017 through 8/31/2018, with two possible one-year renewals. The contract documents are those identified in Section 3 of the General Terms and Conditions of the specifications.

To view the items your company has been awarded, please review the proposal tabulation No. 541-17 on the following web-site: www.buyboard.com/vendor. Only items marked as awarded to your company can be sold through the BuyBoard contract. In addition, on this website you will find the membership list which will provide you with the names of all entities with membership in our purchasing cooperative.

Enclosed with this letter you will find the following documents:

1. Vendor Quick Reference Sheet
2. Vendor Billing Procedures

You are advised that receipt of a purchase order directly from a Cooperative member is not within the guidelines of the Cooperative. Accepting purchase orders directly from Cooperative members may result in a violation of the State of Texas competitive bid statute and termination of this Cooperative BuyBoard contract. **Therefore, all purchase orders must be processed through the BuyBoard in order to comply.** Please forward by fax (1-800-211-5454) any order received directly from a Cooperative member. If you inadvertently process a purchase order sent directly to you by a Cooperative member, please fax the order to the above number and note it as **RECORD ONLY** to prevent duplication.

On behalf of the Texas Association of School Boards, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff** at 800-695-2919.

Sincerely,

Arturo Salinas
Department Director, Cooperative Procurement
v.6.5

August 7, 2017

Welcome to BuyBoard!

Re: *Notice of National Purchasing Cooperative Piggy-Back Award*

Proposal Name and Number: Auction Services, Proposal No. 541-17

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. As provided for in the Proposal and your National Purchasing Cooperative Vendor Award Agreement, you are authorized to sell the goods and services awarded under the Proposal to National Cooperative members in states other than Texas through the BuyBoard. The contract is effective 9/1/2017 through 8/31/2018, with two possible one-year renewals.

The National Cooperative membership list is available at our website www.buyboard.com/vendor. The list identifies the current members that may purchase awarded goods and services under your National Cooperative BuyBoard contract.

You are advised that receipt of a purchase order directly from a National Cooperative member is not within BuyBoard guidelines. Accepting purchase orders directly from Cooperative members may result in a violation of applicable competitive procurement law and termination of this National Cooperative BuyBoard contract. **Therefore, all purchase orders from National Cooperative members must be processed through the BuyBoard.** Please forward by fax (1-800-211-5454) any order received directly from a National Cooperative member. If you inadvertently process a purchase order sent directly to you by a National Cooperative member, please fax the order to the above number and note it as **RECORD ONLY** to prevent duplication.

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff at 800-695-2919.**

Sincerely,



Department Director, Cooperative Procurement

v.6.5





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PROPOSER'S AGREEMENT AND SIGNATURE

Proposal Name: Auction Services

Proposal Due Date/Opening Date and Time:

March 16, 2017 at 2:00 PM

Proposal Number: 541-17

Location of Proposal Opening:

Texas Association of School Boards, Inc.

BuyBoard Department

12007 Research Blvd.

Austin, TX 78759

Contract Time Period: September 1, 2017
through August 31, 2018 with two (2) possible one-
year renewals.

Anticipated Cooperative Board Meeting Date:

July 2017

Gaston & Sheehan Auctioneers, Inc.

Name of Proposing Company

03/06/2017

Date

1420 FM 685

Street Address

Signature of Authorized Company Official

Pflugerville, TX, 78660

City, State, Zip

Jason Rzepniewski

Printed Name of Authorized Company Official

512-251-2780

Telephone Number of Authorized Company Official

Auction Services Contract Manager

Position or Title of Authorized Company Official



The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all Cooperative information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Terms and Conditions, attachments/forms, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the prices quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. Any and all deviations and exceptions to the Requirements have been noted in your Proposal and no others will be claimed;
4. If the Cooperative accepts any part of your Proposal and awards you a contract, you will furnish all awarded products or services at the prices quoted and in strict compliance with the Requirements (unless specific exceptions are noted in the Proposal and accepted by the Cooperative), including without limitation the Requirements related to:
 - a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similar customers;
 - b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
 - c. the **possible** award of a piggy-back contract by another governmental entity or nonprofit entity, in which event you will offer the awarded goods and services in accordance with the Requirements; and
 - d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your contract;
5. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under a Texas Public Information Act request or similar public information law;
6. The individual signing this Agreement is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
7. You have carefully reviewed your Proposal, and certify that all information provided is true, complete and accurate, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
8. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, may disqualify you from consideration for a contract award under this Proposal Invitation or result in termination of an award or any other remedy or action provided for in the General Terms and Conditions or by law.



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VENDOR CONTACT INFORMATION

Company: Gaston & Sheehan Auctioneers, Inc

Vendor Contact Name and Mailing Address for Notices: Jason Rzepniewski, 1420 FM 685, Pflugerville, TX, 78660

Company Website: www.txauction.com

Purchase Orders: Purchase orders from Cooperative members will be available through the Internet or by facsimile.

Option 1: Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to vendors that choose this option to assist them with retrieving their orders.

Option 2: Fax. Vendors need a designated fax line available at all times to receive purchase orders.

Please choose only one (1) of the following options for receipt of purchase orders and provide the requested information:

☒ I will use the **INTERNET** to receive purchase orders.

E-mail Address: jasonr@txauction.com

Internet Contact: Jason Rzepniewski Phone: 512-251-2780

Alternate E-mail Address: auction@txauction.com

Alternate Internet Contact: Lisa Rzepniewski Phone: _____

☐ I will receive purchase orders via **FAX**.

Fax Number: _____

Fax Contact: _____ Phone: _____

Request for Quotes ("RFQ"): Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

E-mail Address: jasonr@txauction.com

Alternate E-mail Address: auction@txauction.com



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Invoices: Your company will be billed monthly for the service fee due under a contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved.** Please provide the following address, contact and e-mail information for receipt of service fee invoices and related communications:

Mailing address: 1420 FM 685 **Department:** _____
City: Pflugerville **State:** TX **Zip Code:** 78660
Contact Name: Lisa Rzepniewski **Phone:** 512-251-2780
Fax: 512-610-1322 **E-mail Address:** auction@txauction.com
Alternative E-mail Address: jasonr@txauction.com



FELONY CONVICTION DISCLOSURE AND DEBARMENT CERTIFICATION

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (✓) one of the following:

- ☐ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
☒ My company is not owned or operated by anyone who has been convicted of a felony.
☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

By signature below, I certify that the above information is true, complete and accurate and that I am authorized by my company to make this certification.

Gaston & Sheehan Auctioneers, Inc.

Company Name

Jason Rzepniewski

Signature of Authorized Company Official

Printed Name

DEBARMENT CERTIFICATION

Neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Gaston & Sheehan Auctioneers, Inc.

Company Name

Jason Rzepniewski

Signature of Authorized Company Official

Printed Name



RESIDENT / NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (✓) one of the following:

☒ I certify that my company is a **Resident Proposer**.

☐ I certify that my company is a **Nonresident Proposer**.

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

Company Name Address

City State Zip Code

A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?

☐ Yes ☐ No

B. What is the prescribed amount or percentage? \$ _____ or _____ %

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (✓) one of the following:

☐ Yes ☐ No

By signature below, I certify that the information in Sections 1 (*Resident/Nonresident Certification*) and 2 (*Vendor Employment Certification*) above is true, complete and accurate and that I am authorized by my company to make this certification.

Gaston & Sheehan Auctioneers, Inc.

Company Name

Signature of Authorized Company Official

Jason Rzepniewski

Printed Name



HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.

Please check (✓) all that apply:

☐ I certify that my company has been certified as a HUB in the following categories:

- ☐ **Minority Owned Business**
- ☐ **Women Owned Business**
- ☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number:

Name of Certifying Agency:

☒ My company has **NOT** been certified as a HUB.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Gaston & Sheehan Auctioneers, Inc

Company Name

Jason Rzepniewski

Printed Name

Signature of Authorized Company Official



CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

A contract awarded under this Proposal Invitation covers only the specific goods and services awarded by the BuyBoard. As explained in the BuyBoard Procurement and Construction Related Goods and Services Advisory for Texas Members ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This BuyBoard contract does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

The Advisory, available at <https://www.buyboard.com/Vendor/Resources.aspx>, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request.

By signature below, the undersigned affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a BuyBoard contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before executing a Member Construction Contract with the member or accepting the member's purchase order for construction-related goods or services, whichever comes first.

Gaston & Sheehan Auctioneers, Inc.

Company Name

Jason Rzepniewski

Printed Name

Signature of Authorized Company Official

03/06/2017

Date



DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you **MUST** list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. The Cooperative will consider any deviations in its contract award decision, and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a proposal based upon any submitted deviation.

Please check (✓) one of the following:

- ☒ **No;** Deviations
☐ **Yes;** Deviations

List and fully explain any deviations you are submitting:

PLEASE PROVIDE THE FOLLOWING INFORMATION:

1. Shipping Via: ☐ Common Carrier ☐ Company Truck ☐ Prepaid and Add to Invoice ☒ Other:

N/A

2. Payment Terms: ☐ Net 30 days ☐ 1% in 10/Net 30 days ☒ Other:

N/A

3. Number of Days for Delivery: N/A ARO

4. Vendor Reference/Quote Number: N/A

5. State your return policy: N/A

6. Are electronic payments acceptable? ☒ Yes ☐ No

7. Are credit card payments acceptable? ☐ Yes ☐ No

Gaston & Sheehan Auctioneers, Inc

Company Name

Jason Rzepniewski

Printed Name

Signature of Authorized Company Official



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DEALERSHIP LISTINGS

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for the Contract and the performance of all dealers under and in accordance with the Contract.

N/A

Company Name

Address

City

State

Zip

Phone Number

Fax Number

Contact Person

N/A

Company Name

Address

City

State

Zip

Phone Number

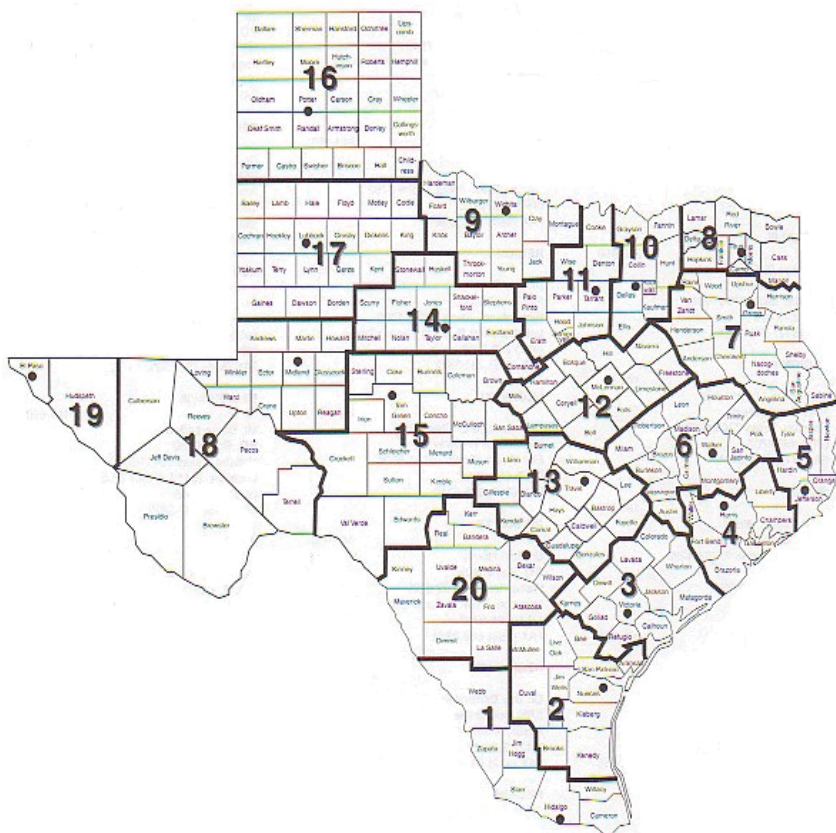
Fax Number

Contact Person

TEXAS REGIONAL SERVICE DESIGNATION

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. ***If you propose to serve different regions for different products or services included in your proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies in the space provided at the end of this form. By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

Regional Education Service Centers



- ☒ I will service Texas Cooperative members statewide.
- ☐ I will not service Texas Cooperative members statewide. I will only service members in the regions checked below:

Region	Headquarters
<input type="checkbox"/> 1	Edinburg
<input type="checkbox"/> 2	Corpus Christi
<input type="checkbox"/> 3	Victoria
<input type="checkbox"/> 4	Houston
<input type="checkbox"/> 5	Beaumont
<input type="checkbox"/> 6	Huntsville
<input type="checkbox"/> 7	Kilgore
<input type="checkbox"/> 8	Mount Pleasant
<input type="checkbox"/> 9	Wichita Falls
<input type="checkbox"/> 10	Richardson
<input type="checkbox"/> 11	Fort Worth
<input type="checkbox"/> 12	Waco
<input type="checkbox"/> 13	Austin
<input type="checkbox"/> 14	Abilene
<input type="checkbox"/> 15	San Angelo
<input type="checkbox"/> 16	Amarillo
<input type="checkbox"/> 17	Lubbock
<input type="checkbox"/> 18	Midland
<input type="checkbox"/> 19	El Paso
<input type="checkbox"/> 20	San Antonio

Gaston & Sheehan Auctioneers, Inc.

Company Name

Signature of Authorized Company Official

Jason Rzepniewski

Printed Name

- ☐ I will not service members of the Texas Cooperative.



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If this Texas Regional Service Designation form applies to only one or some of the products and services proposed by Vendor, list the products and services to which this form applies here:



STATE SERVICE DESIGNATION

The Cooperative offers vendors the opportunity to service other governmental entities in the United States, including intergovernmental purchasing cooperatives such as the National Purchasing Cooperative BuyBoard. You must complete this form if you plan to service the entire United States, or will service only the specific states indicated. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)*

If you serve different states for different products or services included in your proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies in the space provided at the end of this form. By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your proposal or, if awarded, termination of your Contract.

Please check (✓) all that apply:

☒ I will service all states in the United States.

☐ I will not service all states in the United States. I will service only the states checked below:

- | | |
|--|---|
| <input type="checkbox"/> Alabama | <input type="checkbox"/> Nebraska |
| <input type="checkbox"/> Alaska | <input type="checkbox"/> Nevada |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> New Hampshire |
| <input type="checkbox"/> Arkansas | <input type="checkbox"/> New Jersey |
| <input type="checkbox"/> California (Public Contract Code 20118 & 20652) | <input type="checkbox"/> New Mexico |
| <input type="checkbox"/> Colorado | <input type="checkbox"/> New York |
| <input type="checkbox"/> Connecticut | <input type="checkbox"/> North Carolina |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> North Dakota |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Ohio |
| <input type="checkbox"/> Florida | <input type="checkbox"/> Oklahoma |
| <input type="checkbox"/> Georgia | <input type="checkbox"/> Oregon |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> Pennsylvania |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> Rhode Island |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Indiana | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> Iowa | <input type="checkbox"/> Tennessee |
| <input type="checkbox"/> Kansas | <input type="checkbox"/> Texas |
| <input type="checkbox"/> Kentucky | <input type="checkbox"/> Utah |
| <input type="checkbox"/> Louisiana | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> Maine | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Maryland | <input type="checkbox"/> Washington |
| <input type="checkbox"/> Massachusetts | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Michigan | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Minnesota | <input type="checkbox"/> Wyoming |
| <input type="checkbox"/> Mississippi | |
| <input type="checkbox"/> Missouri | |
| <input type="checkbox"/> Montana | |



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This form will be used to ensure that you can service other governmental entities throughout the United States as indicated. Your signature below confirms that you understand your service commitments during the term of a contract awarded under this proposal.

Gaston & Sheehan Auctioneers, Inc.

Company Name

Jason Rzepniewski

Signature of Authorized Company Official

Printed Name

If this State Service Designation form applies to only one or some of the products and services proposed by Vendor, list the products and services to which this form applies here:



NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.

2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.

3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.

4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.

5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.

6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.



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7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

Gaston & Sheehan Auctioneers, Inc

Name of Vendor

541-17

Proposal Invitation Number

Jason Rzepniewski

Signature of Authorized Company Official

Printed Name of Authorized Company Official

03/06/2017

Date



FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide its members with the best services and products at the best prices available from vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: \$ 324,170. (The period of the 12 month period is 11/2015 / 11/2016). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).
2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.
3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration	Yes	5	874 501
2. T-PASS (State of Texas)			
3. U.S. Communities Purchasing Alliance			
4. National IPA/TCPN			
5. Houston-Galveston Area Council (HGAC)			
6. National Joint Powers Alliance (NJPA)			
7. E&I Cooperative			
8. The Interlocal Purchasing System (TIPS)			
9. Other			

☐ **MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): 3%

Proposed Discount (%): 3%

Explanation: _____



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By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Gaston & Sheehan Auctioneers, Inc.

Company Name

Signature of Authorized Company Official

Jason Rzepniewski

Printed Name



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GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing price/discounts you offer each customer. The Cooperative may determine whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with the prices/discounts you offer other governmental customers. Attach additional pages if necessary.

Entity Name	Contact	Phone#	Email Address	Discount	Quantity/ Volume
1. City of Georgetown	Paul Conomos	512-930-2407	Paul.Conomos@georgetown.org	3%	\$100,000 Annually
2. City of Round Rock	Marshall Reynolds	512-218-5571	mreynolds@roundrocktexas.gov	2.5%	\$100,000 Annually
3. U.S. Marshals Service	Cynthia Bridges	703-740-9772	cynthia.bridges@usdoj.gov	N/A	\$1,000,000 Annually
4. Texas Municipal League	Jonathon Herrera	512-491-2492	jherrera@tmlirp.org	5%	>\$10,000 Annually
5. City of Austin	Steve Stenton	512-974-2082	Steve.Stenton@austintexas.gov	N/A	>\$60,000 Annually

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower prices) than indicated? **YES** ☐ **NO** ☒ If YES, please explain:

By signature below, I certify that the above is true and correct and that I am authorized by my company to make this certification.

Gaston & Sheehan Auctioneers, Inc

Company Name

Signature of Authorized Company Official

Jason Rzepniewski

Printed Name



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MARKETING STRATEGY

For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. *(Example: Explain how your company will initially inform Cooperative members of your BuyBoard contract, and how you will continue to support the BuyBoard for the duration of the contract period.)*

Attach additional pages if necessary.

Please see attachment for proposed sales plan and marketing strategy.

Gaston & Sheehan Auctioneers, Inc

Company Name

Signature of Authorized Company Official

Jason Rzepniewski

Printed Name



CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, including catalogs and pricelists, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. Proposer will be notified of any third party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (✓) one of the following:

☒

NO, I certify that none of the information included with this Proposal is considered confidential or proprietary.

☐

YES, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and its Administrator will not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and its Administrator will disclose information when required by law, even if such information has been identified herein as information the vendor considers confidential or proprietary.

Confidential / Proprietary Information:

(Attach additional sheets if needed.)



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B. Copyright Information

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain copyright information?

Please check (✓) one of the following:

☒

NO, Proposal (including forms, documentation, or other materials submitted with the Proposal) does not contain copyright information.

☐

YES, Proposal (including forms, documentation, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", identify below the specific documents or pages containing copyright information.

Copyright Information: _____

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor its Administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publically release, including posting on the public BuyBoard website, a copy of the proposal tabulation for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Gaston & Sheehan Auctioneers, Inc

Company Name

Signature of Authorized Company Official

Jason Rzepniewski

Printed Name

Date



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VENDOR BUSINESS NAME

By submitting a Proposal, Proposer is seeking to enter into a legal contract with the Cooperative. As such, a Proposer must be an individual or legal business entity capable of entering into a binding contract. Proposers, must completely and accurately provide the information requested below or your Proposal may be deemed non-responsive.

Name of Proposing Company: Gaston & Sheehan Auctioneers, Inc.

*(List the **legal** name of the company seeking to contract with the Cooperative. Do **NOT** list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (✓) one of the following:

Type of Business:

Individual/Sole Proprietor

Corporation

Limited Liability Company

Partnership

Other

 x

If other, identify _____

State of Incorporation (if applicable): Texas

List the Name(s) by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*



EDGAR VENDOR CERTIFICATION

(2 CFR Part 200 and Appendix II)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting proposals must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which *may* be applicable to specific Cooperative member purchases using federal grant funds. This completed form will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the BuyBoard contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative complete and initial the applicable boxes and sign the acknowledgment at the end of this form. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, Cooperative member ancillary contract, or Member Construction Contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any purchase order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's purchase order, ancillary agreement, or Member Construction Contract agreed to by the Vendor, the Cooperative member's provision shall control.



3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Right to Inventions Made Under a Contract or Agreement:

If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.



7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

10. Procurement of Recovered Materials:

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. Profit as a Separate Element of Price:

For purchases using federal funds in excess of \$150,000, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.



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12. General Compliance and Cooperation with Cooperative Members:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Vendor Certification Item No.	Vendor Certification: YES, I agree or NO, I do NOT agree	Initial
1. Vendor Violation or Breach of Contract Terms	Yes	JR
2. Termination for Cause or Convenience	Yes	JR
3. Equal Employment Opportunity	Yes	JR
4. Davis-Bacon Act	Yes	JR
5. Contract Work Hours and Safety Standards Act	Yes	JR
6. Right to Inventions Made Under a Contract or Agreement	Yes	JR
7. Clean Air Act and Federal Water Pollution Control Act	Yes	JR
8. Debarment and Suspension	Yes	JR
9. Byrd Anti-Lobbying Amendment	Yes	JR
10. Procurement of Recovered Materials	Yes	JR
11. Profit as a Separate Element of Price	Yes	JR
12. General Compliance and Cooperation with Cooperative Members	Yes	JR

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Gaston & Sheehan Auctioneers, Inc

Company Name

Signature of Authorized Company Official

Jason Rzepniewski

Printed Name



PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire, sign where indicated below, and submit the signed questionnaire and your responses to all questions in one document with your Proposal. **You must submit the signed questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

Gaston & Sheehan has been in business since 1984. There are no outstanding sales or circumstances that would affect our firms performance in relation to this solicitation.

2. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

Gaston & Sheehan has three primary team members dedicated to serving this contract and it fulfillment for cooperative members.

Our firm hosts, owns and manages all aspects of our website and online auction platform. The combined team has over 65 years in experience relating to government contracts and auction disposal.

See attached for remaining response and related information. Please see attachement for more details.

3. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

Gaston & Sheehan has never had a complaint or legal action impact our business, stability, reputation or financial consideration.

Our firm regularly obtains performance bonds without issue for our services related to new contract offerings.

The company principals have not been part of any bankruptcy within the last seven years.



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4. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

Gaston & Sheehan does not have any outstanding financial judgements and is not currently in default on any loans.

5. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, failure to complete or deliver the work, or termination.

Gaston & Sheehan has not defaulted on any contracts withing the last 10 years nor has any contract been terminated for performance reasons.

6. List all litigation or other legal proceedings (including arbitration proceedings), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relates to or arises from a contract similar to this Contract or the work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

Gaston & Sheehan has not been part of any legal proceedings or litigation within the last 10 years.

By signature below, I certify that the information contained in and/or attached to this Proposal Invitation Questionnaire in response to the above questions is true and correct and that I am authorized by my company to make this certification.

Gaston & Sheehan Auctioneers, Inc.

Company Name

Signature of Authorized Company Official



REQUIRED FORMS CHECKLIST

(Please check (✓) the following)

- ☒ Completed: **Proposer's Agreement and Signature**
- ☒ Completed: **Vendor Contact Information**
- ☒ Completed: **Felony Conviction Disclosure and Debarment Certification**
- ☒ Completed: **Resident/Nonresident Certification**
- ☒ Completed: **Historically Underutilized Business (HUB) Certification**
- ☒ Completed: **Construction Related Goods and Services Affirmation**
- ☒ Completed: **Deviation/Compliance**
- ☒ Completed: **Dealership Listings**
- ☒ Completed: **Texas Regional Service Designation**
- ☒ Completed: **State Service Designation**
- ☒ Completed: **National Purchasing Cooperative Vendor Award Agreement**
- ☒ Completed: **Federal and State/Purchasing Cooperative Experience**
- ☒ Completed: **Governmental References**
- ☒ Completed: **Marketing Strategy**
- ☒ Completed: **Confidential/Proprietary Information**
- ☒ Completed: **Vendor Business Name with IRS Form W-9**
- ☒ Completed: **EDGAR Vendor Certification**
- ☒ Completed: **Proposal Invitation Questionnaire**
- ☒ Completed: **Required Forms Checklist**
- ☒ Completed: **Proposal Specification Form with Commission Fee Schedule and State of Texas Auctioneer's License**

**Catalogs/Pricelists must be submitted with proposal response or response will not be considered.*



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PROPOSAL PRICING FORM

ITEM No.	FULL DESCRIPTION	AUCTION LISTING SERVICE FEE ¹
1	<u>PRICE PER AUCTION</u> (Listing Fee) This is a price per auction that Proposer will be paid once an auction item is listed on the auction web site, regardless of whether or not there is a completed sale. ²	\$ <u>0.00</u>
ITEM No.	FULL DESCRIPTION	STATE PERCENT (%) OF DISCOUNT OFF COMMISSION FEE SCHEDULE ³
2	<u>COMMISSION FEE SCHEDULE - LIVE AUCTION</u> Proposer must attach its commission fee schedule that details the percentage commission fee that will be charged on the sale price after each completed sale and schedule shall include <ul style="list-style-type: none"> ▪ All applicable service minimum charges ▪ All applicable buyer's premiums ▪ Any additional fees to seller or buyer (Wire transfer fees, Credit Card processing fee, etc.) Auction vendor shall state the percent (%) of discount off commission fee schedule to Cooperative Member.³	<u> </u> %
3	<u>COMMISSION FEE SCHEDULE - ONLINE AUCTION</u> Proposer must attach its commission fee schedule that details the percentage commission fee that will be charged on the sale price after each completed sale and schedule shall include <ul style="list-style-type: none"> ▪ All applicable service minimum charges ▪ All applicable buyer's premiums ▪ Any additional fees to seller or buyer (Wire transfer fees, Credit Card processing fee, etc.) Auction vendor shall state the percent (%) of discount off commission fee schedule to Cooperative Member.³	<u>3.00</u> %

PROPOSAL FORM NOTES:

1. No price or fee will be accepted other than a price per auction (listing fee) and/or a percentage commission fee schedule.
2. If Proposer does not charge a listing fee, Proposer must insert a zero (\$0.00) bid on the price per auction line. If the price per auction line is left blank, Proposer's Proposal may be determined to be non-responsive.
3. If Proposer does not submit its Commission Fee Schedule with its Proposal, the Proposal will not be considered.

Proposer Name: Gaston & Sheehan Auctioneers, Inc.

Signature of Authorized Company Official: _____

BuyBoard Auction Price Catalog

Vendor Part Number	Category	Short Item Description	Unit of Measure	Standard Unit Price	COOP Price Discount %	Net Standard Unit Price
Online01	Auction	Online Auction Services	EA	10.00%	3.00%	7.00%

STATE OF TEXAS

JASON DOUGLAS RZEPNIEWSKI

AUCTIONEER



LICENSE NUMBER 16122
EXPIRES 03/31/2018

TEXAS DEPARTMENT OF LICENSING AND REGULATION

❖ Executive Statement

Gaston & Sheehan has decades of working experience providing services and forging long term relationships with clients such as U.S. Marshals Service (USMS), Internal Revenue Service, Federal Deposit Insurance Corporation, U.S. Customs, municipalities, law firms and national lenders. We are highly qualified in conducting online, live and simulcast auctions. We believe that we have the experience and knowledge to provide the requested disposal services in a superior manner.

❖ Company Overview

Gaston & Sheehan was formed in April of 1988 to provide end-to-end storage and disposal services to federal, state and private enterprises. Our mission has been to supply our customers with a solution that provides the highest level of service during the entire chain of custody. We have worked directly with law enforcement personnel to assist in property seizure, provide efficient, secure and organized storage facilities and finally obtain the highest value possible during disposal of the property.

Gaston & Sheehan is a family-owned business committed to providing all of our customers with the experience and dedication required to meet or exceed expectations.

Gaston & Sheehan currently conducts sales nationwide. While auctions are our primary sales method, the company also provides storage services and brokers, buys and sells merchandise. The company “knows” the value of merchandise, a sometimes forgotten ingredient in any successful auction. It is in this area that our firm excels. We have auctioned thousands of cars, truck and boats, jewelry, art, antiques and collectables since 1988. Moreover, we have a reputation for getting “top-dollar” for this merchandise. We believe our best advertisement has been our satisfied customers (both buyers and sellers) who consistently utilize our auction services. Gaston & Sheehan’s professional reputation, experienced staff, cutting edge website and extensive marketing make our firm a proven industry leader.

❖ Past Performance

Gaston & Sheehan has been conducting online auctions since 2005 at www.TxAuction.com. Consignors such as the U.S. Marshals Service, U.S. Postal Inspection, City of Austin, Texas Municipal League, Travis County, City of Round Rock, City of Pflugerville, City of Georgetown, Monmouth County, New Jersey District Attorney’s office, Round Rock ISD, Pflugerville ISD and the City of Leon Valley have utilized our online auction service as an avenue of disposal for their surplus property and equipment.

We have planned, organized and conducted over 300 auctions a year for the past five years, each producing customer satisfaction and maximum financial recovery. We enjoy an unsurpassed reputation of crucial areas of integrity, reliability and competence. Our financial base is extremely sound, and with funds available for the continual technological advancement of our online website to exceed the requirements of the contract. Our business experience permits our firm to furnish a broad service offering.

Gaston & Sheehan is dedicated to the success of its customers. We work hard for our clients and strive to fulfill their requests, large and small, contractual and non-contractual. We believe our success is linked to our ability to form a team with our customers. We are team players and like to feel that we are not just a contractor, but also an integral part of an organization working towards a common goal and commitment to the successful execution of the contract.

Gaston & Sheehan has never had a complaint or legal action impact our business, stability, reputation or financial consideration. In fact, by being consistent in our policies and procedures, we have developed the reputation of fair treatment and efficient, effective service to clients and potential buyers. The principals have combined their management experience and auction “savvy” to build one of the most successful action firms in Texas.

❖ **Client References**

1. United States Marshals Service
Contact: Cynthia Bridges
Ph: 703.740.9772
Email: Cynthia.bridges@usdoj.gov
2. City of Austin
Contact: Steve Stenton
Ph: 512.974.2082
Email: steve.stenton@austintexas.gov
3. City of Georgetown
Contact: Paul Conomos
Ph: 512.930.2407
Email: Paul.conomos@georgetown.org
4. City of Round Rock
Contact: Marshall Reynolds
Ph: 512.218.5571
Email: mreynolds@roundrocktexas.gov

5. Texas Municipal League
Contact: Jonathan A. Herrera
Ph: 512. 491.2492
Email: jherrera@tmlirp.org

Gaston & Sheehan's considers its online auction website to be an industry leader in design and ease of use for both buyers and sellers. TxAuction.com has been designed to promote high visibility, ease of use by our clients, high security and is updated frequently to meet the needs of the ever-changing ecommerce environment. Since 2005 our online auction website has seen three major overhauls to ensure that our auction environment conforms with the latest in user interface technology and security protocols. Our website gives new users the ability of easy navigation and use of our website, but the website contains many tools and controls that enable Gaston & Sheehan to deliver the ultimate, business to consumer online auction experience.

❖ Online Security

Gaston & Sheehan takes internet fraud very seriously and has implemented several counter measures to prevent fraud. The first control is a link on our website that educates Gaston & Sheehan's clients about online fraud and how to prevent such fraud. All registrants at TxAuction.com are required to agree to Gaston & Sheehan's general terms and conditions prior to use of the auction website. After a user has accepted the general terms, the user is required to enter personal information to complete registration. All pages in which a user enters private information is https a combination of the Hypertext Transfer Protocol with the SSL/TLS protocol to provide encrypted communication and secure identification of a network web server. The information collected at registration includes:

- Full Name
- Two Phone Numbers
- Address
- Email Address

New registrants are required to confirm their identity thru two methods. The first method is that each user is required to enter a valid credit card number. This credit card information is matched against the registration information they enter (name, address, phone number). If any piece does not match the user will not be permitted to register. This identification verification process is designed to prevent bidder registration fraud and false bidding. All credit card information is stored through Authorize.net an industry leader in ecommerce identity and credit card services. Users also receive an email prior to activation through email. The new user is required to click the link within the email to activate his or her registration. Gaston & Sheehan constantly reviews new and current registrants. Sellers can be provided bidder information upon request to include purchase activity and demographics as well as monthly activity reports.

Gaston & Sheehan constantly monitors the online auction site for any suspected fraudulent activity. Any such activity will be immediately reported to the Federal Trade Commission.

The online auction website and its database are backed up constantly to a mirrored, offsite secure server. In case of catastrophic failure this would allow our online auction site to be up and running in minutes with the most current database information.

❖ **Marketing & Advertising**

Gaston & Sheehan has developed an extensive customer database not only through past sales experience, but through continued marketing campaigns that consistently draw new registered bidders on a daily basis. Marketing is an essential ingredient to the success of any auction live or online and that is why Gaston & Sheehan consistently spends over \$100,000 per year marketing our website and auction events. Our firm blends our marketing efforts to ensure maximum exposure through extensive print advertising, weekly email blasts and search engine optimization.

Gaston & Sheehan continually utilizes print advertising in periodicals, trade magazines, national and regional newspapers to reach new customers and target markets for specialty items.

Online ad placement is another area that our marketing program targets. Gaston & Sheehan continually utilizes contextual advertising so that our presence is found by bidders who not only seek out our website but seek auctions or products similar to those available at our website. In addition our firm places banners on relevant websites such as major metropolitan news media outlets, Art & Antiques, Rock and Dirt and many others.

Newsletter email blasts are sent out to current customers and subscribers on a weekly basis. These emails feature current live and online auction events. All of our emails, website banners and electronic marketing are developed by a graphic designer to deliver a high quality professional finish to our e-marketing products.


Search engine optimization is an ever important part of marketing a website in today's internet environment. TxAuction.com is continually submitted to the internet's top search engines and the text is modified within the website to ensure it appears in the top tier of relevant web searches.

❖ Site Characteristics

TxAuction.com has been designed and is constantly modified to maintain its ease of use. Our dedicated website and custom online auction program is designed specifically for our firm and fully dedicated to our organization. Gaston & Sheehan ensures that the website complies with all accessibility and handicap standards. To ensure accessibility Gaston & Sheehan utilizes the JAWS page reader software. Built in search engines allow users to search by seller or by item to find items quickly. During normal business hours 8 AM – 5 PM bidders may access support via a live chat module. This feature keeps the bidder from leaving the page as there answers are generally just a click away. After hours bidders can submit questions or requests for support via email. These responses are generally handled within a four to six hour window.

In the last twelve months our websites has seen over 70 million hits from 1 million different users. Currently our website has over 14,000 registered bidders and a typical 100 lot auction sees on average unique purchases from 50-60 registered buyers.

When visitors come to TxAuction.com from the personal computer they find the homepage to be arranged in chronological event order. Every event live or online on the home page of TxAuction.com exhibits the sales details such as sale dates, seller, location and general description of items. Each auction is separated by the entity or seller that it is being sold for. For example an auction for the City of Austin would feature a City of Austin logo and the sale details.




GASTON & SHEEHAN
AUCTIONEERS, APPRAISERS AND REALTY

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[txauction.com](#)

[Home](#) | [My Account](#) | [Auction Calendar](#) | [Search Auction](#) | [Services](#) | [About Us](#) | [Real Estate](#)

COINS & COLLECTIBLES, SCULPTURES, ARTWORK, FINE JEWELRY, & MORE!



CLOSES TUESDAY, APRIL 22ND



Login / Register

User Name:

Password:

[Log In](#)

[Register Now](#)

Subscribe to Mailing List

Full Name:

G&S Auction Calendar

ONLINE

Begins: Friday, April 04, 2014 | **Ends:** Tuesday, April 15, 2014

Surplus Property

*** Featuring Tools, Collectibles, Electronics, Office Furniture and More! ***

[Enter Auction](#)

ONLINE

Begins: Tuesday, April 01, 2014 | **Ends:** Wednesday, April 16, 2014

A & A Wrecker and Recovery

Impounded & Abandoned Vehicles


[Enter Auction](#)

Each auction item features multiple photos with high level zoom, full item description, sale terms and conditions, payment terms and deadlines, shipping information. Bidders can place bids within the item detail, add to their watch list or get a shipping quote. In the event a bidder is outbid the system automatically notifies the bidder via email. In addition on the day the auction closes bidders who have bid on items and or added items to their watch list are notified that their items of interest are closing via an auto email.

Home	My Account	Auction Calendar	Search Auction	Services	About Us	Real Estate
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Auction Name: Alameda County Sheriff's Office - Alameda County Sheriff's Office
LOT: 800
WATCH: [1] Stainless steel gents Breitling Aeromarine Automatic Chr ...

Currency: USD | Category: Jewelry | Start Price: \$7,750.00 | Increment Value: \$100.00 | Number of Bids: 1



Current Bid: \$7,750.00

You must bid at least **\$7,850.00**


Maximum bid:

(whole dollars)

[Review Bid](#)

By placing a bid through this website, you are entering into a legally binding contract and agree to the [Terms and Conditions](#). Furthermore, you expressly agree to follow through with the purchase of the item should you be the high bidder and agree to not stop payment, dispute or contest this transaction.


Time Remaining: 8 days, 2 hours +
Bidding Ends: 04/22/2014 02:00 PM CST
Sales Tax: 8.25% (where applicable)
Buyer Premium: No Premium
Dynamic Closing: All our auctions are set to extend if there is any bidding activity within the last few minutes of the auction close.
Last Updated: Apr 14, 2014 11:53:15 AM CST



Item Description	Location & Preview	Shipping Info	Auction Details	Payments	Terms & Conditions
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WATCH: [1] Stainless steel gents Breitling Aeromarine Automatic Chrono watch, with an aftermarket bezel & band; the bezel, band, case, lugs and mother-of-pearl dial are set with diamonds, approx. 26.58 cttw., good/ G-I/ SI1-I1; extra band links set with diamonds (approx. 2.40 cttw.) are included; and extra band links from original band with the presentation box are included; model # A13370, serial #25625993

Under the “My Account” section of TxAuction.com bidders can review items they are watching, items they in which they are currently high bidder or have been out bid on, past bid history and current invoices.

					Logout Register
GASTON & SHEEHAN <small>AUCTIONEERS, APPRAISERS AND REALTY</small>					txauction.com
Home	My Account	Auction Calendar	Search Auction	Services	About Us Real Estate

My Account

This section of our site allows you to change and update your personal information, as well as view your bidding history, items you've won, and items you are watching.

[Edit Contact Information](#)
[Items I'm Watching/Bidding](#)
[Items I've Recently Won](#)

[View/Print Your Current Invoice](#)
[View/Print Your Past Invoices](#)

Enhanced back end reporting allows sellers to see historical auction results. Users can view total historical sales or break out sales reports by auction event. These reports can be customized as needed but at a minimum will show the following information:

- Lot Number
- Lot Description
- Auction End Date
- Ending High Bid for Lot
- Gross Sales Total



Auction Name: City of Austin

[Back to Auctions](#)

Date Start: 03/27/2014

Consignor Summary Report
[Create Report](#)

Buyer Summary Report
[Create Report](#)

End of Auction Report
[Create Report](#)

Shipping Report
[Create Report](#)

Balance Sheet
[Create Report](#)

Current High Bidders
[Create Report](#)

All reports can be exported either as a .pdf file or .xls to simplify user viewing and printing.

❖ Website Training & Support

Sellers are provided complete training for TxAuction.com. The training is conducted by a Gaston & Sheehan staff member. New sellers are walked thru the online auction listing process step by step for their first auction event. Gaston & Sheehan provides training materials by digital format or print a handbook which will outline the step by step procedure for creating, building and uploading their auction items.

Support provided by Gaston & Sheehan is available to sellers at any time during their use of TxAuction.com. Support tickets or inquiries during normal business hours 8 AM – 5 PM are handled immediately. After hour support are available to sellers and all sellers will receive response to their issues within 4 hours of notification. To accomplish this Gaston & Sheehan employs a live chat feature that instantly communicates with an available Gaston & Sheehan staff member.

❖ Online Disposal Process

1. Sellers visit and login to consignor.TxAuction.com to begin their auction disposal process. New sellers will be issued log in credentials and be provided complete training on the use of TxAuction.com prior to their first online auction event.
2. Sellers inventory, digitally photograph, lot, provide a brief description and tag all items.
3. Sellers utilize the template available at TxAuction.com to build their auction event, which is an excel form. As an alternative if seller's desire they can submit all of their auction information electronically/by email and Gaston & Sheehan will create the auction for them. We have found that many of our consignors prefer this option and after the auction is uploaded Gaston & Sheehan provides a link where the seller may review the information prior to the auction being available for the public.
 - Standard terms and conditions for auction will be available and sellers have the ability to add special terms or conditions to each item
 - Sellers can conveniently set auction start and end time as well as preview times within template.
 - Pictures are uploaded via a bulk up loader. All images are automatically resized.
 - Sellers utilize a built in excel template to upload their lot numbers, opening bid amounts and descriptions
4. Items are uploaded to Gaston & Sheehan's online website. All listings will include digital photographs, item descriptions, identification numbers, any known defects and last known operating condition. The listing also includes the standard terms and conditions, preview information, shipping information, payment terms and deadlines. The sellers online auction items is featured on the home page and segregated so they can be viewed as a separate category.
5. Once the auction information is provided to Gaston & Sheehan our auctioneers work with the seller to set appropriate starting bids and bid increments. For example if the seller is offering numerous vehicles Gaston & Sheehan will evaluate the information and photos provided by the seller and book each vehicle out to get a market estimate; Based on that information the auctioneer would make a recommendation as to a starting value and estimated sales range. The term for each auction can be modified. Typically auctions run for 14 day duration, but depending on the auction

circumstances this time frame can be amended to accommodate the seller. In the event of a special interest item the duration can be longer to provide more market exposure. All new auctions that are uploaded externally by a seller are reviewed immediately by Gaston & Sheehan to ensure data continuity and then made live for the public to view.

6. Should an auction need to be cancelled for any reason prior to the close all that would be required is for the seller to provide a written statement stating the fact needs to be cancelled/postponed. At that time Gaston & Sheehan would deactivate the auction and notify all current bidders of the situation and that their bids would be voided. There would never be a charge for any type of cancellation incurred by the seller.
7. Auctions are advertised and marketed thru email and print advertising.
8. Upon completion of all online auctions, the winning bidders are notified via email of all successful bids. This information is also available in the bidders "My Account" section. The emails contain:
 - a) User contact information
 - b) Auction Identification Numbers
 - c) Lot Numbers
 - d) Lot Description
 - e) Bid Dollar Amounts
 - f) Tax
 - g) Total Purchase
 - h) Payment Terms with Deadlines
 - i) Checkout Information
9. All payments are mailed, wired or personally delivered to our corporate offices. The payments are certified funds, bank wire, ACH bank debit, cash and or personal/company check accompanied by a bank letter of guarantee.
10. Upon payment, a computerized invoice/receipt is issued to the buyer. When payment for a bidders invoice is completed an email is automatically generated and sent to the seller on record notifying them of the completed sale. The receipt contains:
 - a) Lots purchased with description
 - b) Purchase amounts
 - c) Buyer Information
 - d) Checkout instructions

11. Checkout times are coordinated closely with the seller. Checkout is scheduled in the following manner:
 - a) Checkout is scheduled by appointment thru designated sellers' agent.
12. Gaston & Sheehan Auctioneers supplies the seller with the following within ten working days after the completion of the auction:
 - a) Three (3) copies of a written statement indicating all revenue, (total amount of sales collected), sales tax due and grand total plus all proceeds due for entire auction.
 - b) A Document that indicates total amount purchased by each buyer and total due per each buyer, plus a grand total of sales and sales tax due.
 - c) A list of all buyers that registered for each auction by number order. This list includes name and mailing address of each buyer.
 - d) A list, in lot number order showing the buyer, description of the items sold, quantity of each lot, amount paid for each item and amount paid for each lot.
13. Gaston & Sheehan will re-list any items that do not receive bids at the consignors request in a future auction.

**EXHIBIT A
CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

The following Supplemental Purchasing Provisions apply to this contract:

1. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office
P. O. Box 1088
Austin, Texas 78767

OR

PURInsuranceCompliance@austintexas.gov

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage

**EXHIBIT A
CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

- (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
 - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
 - C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
2. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.
3. **DELIVERY REQUIREMENTS:**
- A. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.
 - B. The Contractor shall confirm the equipment request on all orders within two (2) hours of notification by phone from the City.
 - C. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 51 in Section 0300).
4. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)
- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Fleet Services
Attn:	Eddie Goebel
Address	6400 Bolm Road
City, State Zip Code	Austin, Texas 78721

**EXHIBIT A
CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

5. **WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):**

- A. Access to City facilities by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City.
- B. Contractor personnel will be required to check in at the security desk or Service Writer desk when entering or leaving City facilities.
- C. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.

6. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Steve Orwick Contract Contract Specialist
City of Austin – Fleet Services
1190 Hargrave St.
Austin, TX 78702
steve.orwick@austintexas.gov
512-974-1768

Exhibit B

**City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION**

**City of Austin, Texas
Human Rights Commission**

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

**City of Austin
Minimum Standard Non-Discrimination in Employment Policy:**

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment

advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 1st day of JULY, 2019

CONTRACTOR

Authorized
Signature

Title

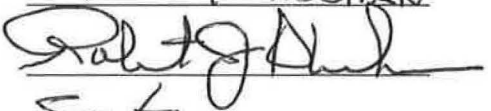
GASTON & SHEEHAN

Sec/TREA

Exhibit C

City of Austin, Texas
NON-SUSPENSION OR DEBARMENT CERTIFICATION

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name:

GASTON & SHEEHAN AUCTIONEERS, INC.

Signature of Officer or
Authorized
Representative:



Date:

JULY 1, 2019

Printed Name:

ROBERT J. SHEEHAN

Title:

Sec/TREA

GOAL DETERMINATION REQUEST FORM

Buyer Name/Phone	Erika Larsen/512-974-3127	PM Name/Phone	Hazel Bacl /4-1751
Sponsor/User Dept.	7800	Sponsor Name/Phone	Name/Phone
Solicitation No	COOP	Project Name	Auction Services
Contract Amount	Revenue	Ad Date (if applicable)	
Procurement Type			
<input type="checkbox"/> AD – CSP <input type="checkbox"/> AD – Design Build Op Maint <input type="checkbox"/> IFB – IDIQ <input type="checkbox"/> Nonprofessional Services <input type="checkbox"/> Critical Business Need <input type="checkbox"/> Sole Source*			
<input type="checkbox"/> AD – CM@R <input type="checkbox"/> AD – JOC <input type="checkbox"/> PS – Project Specific <input type="checkbox"/> Commodities/Goods <input type="checkbox"/> Interlocal Agreement			
<input type="checkbox"/> AD – Design Build <input type="checkbox"/> IFB – Construction <input type="checkbox"/> PS – Rotation List <input checked="" type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Ratification			
Provide Project Description**			
Auctioning of surplus goods.			
Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.			
Current contract - NC120000028 no goals were attached .			
List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable)			
96209, 9620910			
Erika Larsen		8/13/2018	
Buyer Confirmation		Date	

* Sole Source must include Certificate of Exemption

**Project Description not required for Sole Source

FOR SMBR USE ONLY			
Date Received	8/13/2018	Date Assigned to BDC	8/13/2018
In accordance with Chapter2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:			
<input type="checkbox"/> Goals	% MBE	% WBE	
<input type="checkbox"/> Subgoals	% African American	% Hispanic	
	% Asian/Native American	% WBE	
<input type="checkbox"/> Exempt from MBE/WBE Procurement Program		<input checked="" type="checkbox"/> No Goals	

GOAL DETERMINATION REQUEST FORM

This determination is based upon the following:

- | | |
|--|---|
| <input type="checkbox"/> Insufficient availability of M/WBEs | <input type="checkbox"/> No availability of M/WBEs |
| <input type="checkbox"/> Insufficient subcontracting opportunities | <input checked="" type="checkbox"/> No subcontracting opportunities |
| <input type="checkbox"/> Sufficient availability of M/WBEs | <input type="checkbox"/> Sufficient subcontracting opportunities |
| <input type="checkbox"/> Sole Source | <input type="checkbox"/> Other |

If Other was selected, provide reasoning:

MBE/WBE/DBE Availability

N/A

Subcontracting Opportunities Identified

N/A

Tracy Burkhalter

SMBR Staff

Signature/ Date

SMBR Director or Designee

Date

Returned to/ Date: