



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at [wvOASIS.gov](http://wvOASIS.gov). As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at [WVPurchasing.gov](http://WVPurchasing.gov) with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

## Header 2

[List View](#)

## General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 691257

Procurement Type: Central Master Agreement

Vendor ID: 000000220779

Legal Name: GOVDEALS INC

Alias/DBA:

Total Bid: \$0.00

Response Date: 08/05/2020

Response Time: 11:11

SO Doc Code: CRFQ

SO Dept: 0803

SO Doc ID: DOT2000000177

Published Date: 7/21/20

Close Date: 8/6/20

Close Time: 13:30

Status: Closed

Solicitation Description: ADDENDUM 1 BUYER PREMIUM  
AUCTION SERVICES (7020C014) 

Total of Header Attachments: 2

Total of All Attachments: 2



Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

**State of West Virginia  
 Solicitation Response**

**Proc Folder :** 691257

**Solicitation Description :** ADDENDUM 1 BUYER PREMIUM AUCTION SERVICES (7020C014)

**Proc Type :** Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2020-08-06 13:30:00	SR 0803 ESR08052000000000713	1

<b>VENDOR</b>
000000220779 GOVDEALS INC

**Solicitation Number:** CRFQ 0803 DOT2000000177

**Total Bid :** \$0.00                      **Response Date:** 2020-08-05                      **Response Time:** 11:11:24

**Comments:**

**FOR INFORMATION CONTACT THE BUYER**  
 Crystal G Hustead  
 (304) 558-2402  
 crystal.g.hustead@wv.gov

<b>Signature on File</b>	<b>FEIN #</b>	<b>DATE</b>
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Buyer Premium Auction Services	0.00000	PCT	\$1.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
80141705			

**Extended Description :** PRICING TO BE INCLUDED ON ATTACHED EXHIBIT A PRICING PAGE



Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

State of West Virginia  
 Request for Quotation  
 19 - Highways

Proc Folder: 691257

Doc Description: BUYER PREMIUM AUCTION SERVICES (7020C014)

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2020-06-30	2020-08-06 13:30:00	CRFQ 0803 DOT2000000177	1

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR:**  
 Vendor Name, Address and Telephone Number:  
 Liquidity Services Operations, LLC  
 100 Capitol Commerce Blvd., Ste. 110  
 Montgomery, AL 36117  
 800-613-0156

**FOR INFORMATION CONTACT THE BUYER**  
 Crystal G Hustead  
 (304) 558-2402  
 crystal.g.hustead@wv.gov

Signature X  FEIN # 52-2293687 DATE 7/28/2020

All offers subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION:**

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO ESTABLISH AN OPEN-END CONTRACT FOR BUYER PREMIUM AUCTION SERVICES PER THE ATTACHED DOCUMENTS.

**\*\*\*QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO CRYSTAL.G.HUSTEAD@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS\*\*\***

<b>DIVISION OF HIGHWAYS</b> <b>EQUIPMENT DIVISION RT 33</b> 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV26201 US	<b>DIVISION OF HIGHWAYS</b> <b>EQUIPMENT DIVISION</b> 83 BRUSHY FORK RD CROSSING BUCKHANNON WV 26201 US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Buyer Premium Auction Services	0.00000	PCT		

Comm Code	Manufacturer	Specification	Model #
80141705			

**Extended Description :**

PRICING TO BE INCLUDED ON ATTACHED EXHIBIT A PRICING PAGE

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	MANDATORY PRE-BID MEETING	2020-07-13
2	VENDOR QUESTION DEADLINE	2020-07-21

## **INSTRUCTIONS TO VENDORS SUBMITTING BIDS**

**1. REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

**2. MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

**3. PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A MANDATORY PRE-BID meeting will be held at the following place and time:

Date and Time: July 13, 2020 at 1:30 PM

Location:

WV Equipment Division  
83 Brushy Fork Road Crossing  
Buckhannon, WV 26201

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting  
Revised 01/09/2020

are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

**4. VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: July 21, 2020 at 10:00 AM

Submit Questions to: **Crystal Husted**

2019 Washington Street, East

Charleston, WV 25305

Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)

Email: [Crystal.G.Husted@wv.gov](mailto:Crystal.G.Husted@wv.gov)

**5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

**6. BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:

Department of Administration, Purchasing Division

2019 Washington Street East

Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

**SEALED BID:**

**BUYER:** Crystal Husted

**SOLICITATION NO.:** CRFQ DOT2000000177

**BID OPENING DATE:** August 6, 2020

**BID OPENING TIME:** 1:30 PM

**FAX NUMBER:** 304-558-3970

Revised 01/09/2020

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression of Interest or Request for Proposal is not permitted in wvOASIS.

**For Request For Proposal ("RFP") Responses Only:** In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus       n/a       convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

**BID TYPE:** (This only applies to CRFP)

Technical

Cost

**7. BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

**Bid Opening Date and Time:** August 6, 2020 at 1:30 PM

**Bid Opening Location:** Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

**8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

**9. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

**10. ALTERNATE MODEL OR BRAND:** Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the

Revised 01/09/2020

equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

**11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

**12. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

**13. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

**14. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

**15. PREFERENCE:** Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

**15A. RECIPROCAL PREFERENCE:** The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

**16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or

minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

**17. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

**18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

**19. NON-RESPONSIBLE:** The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

**20. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

**21. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to include any “trade secrets” as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**22. INTERESTED PARTY DISCLOSURE:** West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

**23. WITH THE BID REQUIREMENTS:** In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

## **GENERAL TERMS AND CONDITIONS:**

**1. CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

**2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

**2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

**2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.

**2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

**2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

**2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

**2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

**2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

**2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

**2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

**3. CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

**Term Contract**

**Initial Contract Term:** Initial Contract Term: This Contract becomes effective on \_\_\_\_\_  
Award and extends for a period of \_\_\_\_\_ one (1) year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to \_\_\_\_\_ Three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Alternate Renewal Term** – This contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

**Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ days.

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for \_\_\_\_\_ year(s) thereafter.

**One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

**Other:** See attached.

**4. NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

**5. QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

**Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

**Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

**Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

**One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

**6. EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

**7. REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

**BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

**PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

**LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

**MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

**Commercial General Liability Insurance** in at least an amount of: 1,000,000.00 per occurrence.

**Automobile Liability Insurance** in at least an amount of: 1,000,000.00 per occurrence.

**Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

**Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Cyber Liability Insurance** in an amount of: 1,000,000.00 per occurrence.

**Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

**Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.

**\*\*\*Please make insurance certificate to read as follows:  
State of WV, 1900 Kanawha Blvd E, Bldg 5, Charleston, WV 25305**

**\*\*\*State of WV must be listed as additional insured.**

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

**9. WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10. [Reserved]**

**11. LIQUIDATED DAMAGES:** This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

\_\_\_\_\_ for \_\_\_\_\_

Liquidated Damages Contained in the Specifications

**12. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**13. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

**14. PAYMENT IN ARREARS:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

**15. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

**16. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

**17. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

**18. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

**19. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

**20. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.

**21. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

**22. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**23. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

**24. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**25. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

**26. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

**27. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

**28. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

**29. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

**30. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

**31. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**32. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**33. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

**34. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

**35. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

**36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

**37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

**38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts (“Other Government Entities”), provided that both the Other Government Entity and the Vendor agree. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

**39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

**40. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.requisitions@wv.gov](mailto:purchasing.requisitions@wv.gov).

**41. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider’s employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Revised 01/09/2020

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a

“substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

**44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

**45. PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Rebecca Murphy

(Name, Title)

Director of Business Development, State Government & Higher Education

(Printed Name and Title)

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

(Address)

980-254-8908 / 334-387-0519

(Phone Number) / (Fax Number)

rmurphy@govdeals.com

(email address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Liquidity Services Operations, LLC

(Company)



Vice President and General Manager

(Authorized Signature) (Representative Name, Title)

Steve Kranzusch, Vice President and General Manager

(Printed Name and Title of Authorized Representative)

7/28/2020

(Date)

334-462-3962 / 334-387-0519

(Phone Number) (Fax Number)

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ DOT2000000177**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

*(Check the box next to each addendum received)*

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input type="checkbox"/> Addendum No. 2            | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3            | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4            | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5            | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Liquidity Services Operations, LLC

Company



Authorized Signature

8/3/2020

Date

**NOTE:** This addendum acknowledgment should be submitted with the bid to expedite document processing.

**REQUEST FOR QUOTATION  
CRFQ DOT2000000177  
Buyer Premium Auction Services**

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**SPECIFICATIONS**

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways, Department of Transportation to establish an open-end contract for Buyer Premium Auction Services. The purpose of this solicitation is to obtain a contract for the sale of obsolete and surplus equipment, parts and supplies for the West Virginia Division of Highways, Equipment Division as set forth in West Virginia State Code Section 14, Article 2A, Chapter 17. The sale of the aforementioned items shall be by electronic means, as a buyer premium auction.
  
- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

  - 2.1 “Contract Item” or “Contract Items”** means the list of items identified in Section 3.1 below and on the pricing pages.
  - 2.2 “Pricing Pages”** means the percentage vendor is bidding contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.
  - 2.3 “Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  - 2.4 “Buyers Premium”** means it is a percentage additional charge on the hammer price (winning bid at auction) of the lot that must be paid by the winner. The buyer’s premium goes directly to the Auction Company.
  - 2.5 “Lot”** means an item or a set of items for sale in the auction; lots will be denoted by a “lot” number.
  - 2.6 “Commissions Earned”** means the fees charged to the buyer by the auctioneer.
  
- 3. GENERAL REQUIREMENTS:**

  - 3.1 Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

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Buyer Premium Auction Services**

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**3.1.1 Buyer Premium Auction Services**

**3.1.1.1** The Equipment Division anticipates a maximum of 2 auction per year with a minimum of 300 lots to be auctioned.

A. Equipment Division will provide time and date for auction sales each year.

**3.1.1.2** Vendor must have all authorizations, licenses, permits and certifications as required under federal, state or local law to perform the services specified under this RFQ. Must provide prior to award or upon request.

**3.1.1.3** Vendor must furnish all material, labor, equipment and supplies necessary to perform services required herein, unless otherwise specified herein or agreed to in writing by the parties.

**3.1.1.4** Vendor must advertise through Internet Ads or any website of their choosing, Equipment Mailers and in a minimum of 6 area newspapers and the Record Delta, which is the local Upshur County paper where auction is being held at least 3 weeks prior to the date of the auction, and must list ads twice a week.

**3.1.1.5** Vendor must maintain sufficient procedures and capabilities to ensure the timely and accurate backup and full recovery for all computers and other data storage systems related to its performance of this auction contract.

**3.1.1.6** Vendor shall create photographs and include descriptive text, provided by the Equipment Division for each item/lot and post these items for the online sale.

**3.1.1.7** Vendor shall initiate and execute an online auction website which supports this auction endeavor and supports all aspects of the auction process to include at a minimum:

A. Description

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- B. Photographs of items being auctioned
- C. Payment methods, auction terms and other buyer fees.

D. Items may be added or deleted from this listing at the sole discretion of the West Virginia Division of Highways.

**3.1.1.8** Vendor shall maintain a listing of potential bidders whom vendor will notify of auctions. This list shall include:

- A. Other State Agencies, Cities/Towns
- B. Public

**3.1.1.8.1** Vendor shall maintain a buyer's list of individuals who have forfeited items from auction. Vendor shall provide an updated list to the Equipment Division Director or his designee after each auction.

**3.1.1.9** Upon completion of any type of auction, Vendor shall provide an electronic listing to the West Virginia Division of Highways with sale prices for each item within 3 business days after the close of the auction. Said file must be in a format compatible with Excel and usable by the West Virginia Division of Highways computer systems and operations.

**3.1.1.10** Vendor shall provide the following reports in excel format or equal which will import to excel format.

- A. Auction Status Report – a complete detailed accounting of total sales, sales tax, buyer's premium, expenses, total due from buyers, total paid by buyers, total commissions earned, net due to state.
- B. Lot Sales Report – a report in lot number order with a description, the buyer and the winning bid for each lot.
- C. Unsold Lot Report – a list of lots that were not sold and/or collected in the auction.

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- D. **Active Buyers Report** – a list of buyers in buyer number order with their name, address, telephone and fax numbers, user name and total amount purchased.
- E. **Buyer Payment Report** – same information as Active Buyers Report but with actual payment received and payment type.
- F. **Auction Results Spreadsheet** – this report provides separate worksheets sorted by lot number. The column headings and data may be customized to the West Virginia Division of Highways needs. Column headings from a typical Auction Results Spreadsheet include, but are not limited to the following:
  - 1. Lot Number
  - 2. ED Number
  - 3. Vin Number
  - 4. Price
  - 5. Description
  - 6. Notes
  - 7. Bidder Number
  - 8. Name and Address
- G. All reports shall be submitted to the WVDOH within 5 business days.

**3.1.1.11** Vendor shall remove all items from the online auction list at the close of auction.

**3.1.1.12** Vendor shall have in place a computerized auction program capable of:

- A. Listing all items to be auctioned, identifying items by lot number.
- B. Identifying sale item, amount and purchaser.
- C. Printing 2 copies of receipts for the purchaser with details of items purchased, to include:
  - 1. Bidder Number
  - 2. Name and address

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3. Lot and item purchased
4. Vin Number/ED Number
5. Price

D. Sending e-mails to registered users notifying them of auctions.

**3.1.1.12.1** Vendor shall accept, cash, credit card, wire transfer and certified checks as method of payment.

**3.1.1.13** Vendor shall accept responsibility of all money generated from the sale. Vendor shall provide the West Virginia Division of Highways, Equipment Division Director or his designee a summary of the auction within 1 hour of close of the auction. Vendor must remit the first payment of all funds collected within 15-days to the West Virginia Division of Highways, Equipment Division Director or Designee within 15- calendar days of auction close along with a detailed list of auction items, buyer's number and information, price, method of payment. Vendor must remit the remainder of all funds collected within 30 calendar days of the close of the auction. Buyers shall have 10-working days excluding state holidays from date of sale to remit payment and remove items purchased.

**3.1.1.13.1** Buyer must remit full invoice payment prior to release of items purchased.

**3.1.1.14** Finality of the sale: All property shall be sold "as is" and "where is". The West Virginia Division of Highways does not make a warranty of any kind implied or express as to the condition of the articles offered for sale. All sales are final. All advertising materials shall include this disclaimer. West Virginia Division of Highways is not responsible for any inconsistencies regarding information provided to bidders from the Auctioneer. Any disputes regarding final sales is the sole responsibility of the Auctioneer to resolve.

**3.1.1.15** Vendor must have at least three (3) years' experience in conducting electronic auctions of a similar nature to those contemplated herein.

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**3.1.1.16** Vendor must be able to demonstrate/provide proof, via references, samples, reports, etc. that it has contracts, or has had contracts, in place to auction items of a similar nature to those contemplated herein. Please complete the References & Site Requirements Submission form, included as (Exhibit B), and included with vendor's bid submission. All or none of these clients may be contacted by the Agency to determine the ability of the Vendor and the level of satisfaction with the Vendor. The West Virginia Division of Highways reserves the right to contact any person or entity it believes prudent and to inquire about the Vendor.

**3.1.1.17** Vendor must have at a minimum two (2) Internet based auctioneers.

**4. CONTRACT AWARD:**

- 4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest percentage bid as shown on the Pricing Pages.
- 4.2** Vendor should complete the Pricing Pages by inserting the percentage that they wish to bid on the pricing page. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.
- 4.3 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

**Contract Manager:** Rebecca Murphy  
**Telephone Number:** 980-254-8908  
**Fax Number:** 334-387-0519  
**Email Address:** rmurphy@govdeals.com

**REQUEST FOR QUOTATION  
CRFQ DOT2000000177  
Buyer Premium Auction Services**

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**5. VENDOR DEFAULT:**

**5.1** The following shall be considered a vendor default under this Contract.

- 5.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
- 5.1.2** Failure to comply with other specifications and requirements contained herein.
- 5.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 5.1.4** Failure to remedy deficient performance upon request.

**5.2** The following remedies shall be available to Agency upon default.

- 5.2.1** Immediate cancellation of the Contract.
- 5.2.2** Immediate cancellation of one or more release orders issued under this Contract.
- 5.2.3** Any other remedies available in law or equity.

Exhibit A Pricing Page

<b>CRFQ DOT2000000177</b>
<b>Auction Services</b>

<b>Estimated Auction Sales</b>	<b>Percentage Buyer Premium</b>	<b>Total Sale Proceeds</b>
1,000,000.00	<u>12.5</u> %	1,000,000.00

<b>Vendor Information</b>	
<b>Company Name:</b>	Liquidity Services Operations LLC
<b>Contract Manager:</b>	Steve Kranzusch
<b>Address:</b>	100 Capitol Commerce Blvd, Suite 110, Montgomery, AL 36117
<b>Phone:</b>	800-613-0156
<b>Fax:</b>	334-387-0519
<b>Email:</b>	vendor@govdeals.com
<b>Signature:</b>	



# Department of Transportation

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## *COVID-19 Guidelines for*

## *Pre-Construction & Pre-Bid Meetings*

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The following guidelines are to be used when holding pre-construction and pre-bid meetings. Pre-construction and pre-bid meetings may require case-by-case analysis.

### WV Purchasing Division Temporary Pre-bid Meeting Policy – COVID-19 Precautions

1. Pre-bid meetings must be removed from solicitations as a requirement, wherever possible, and replaced with publication of written materials conveying the needed information (except when contrary to agency policy).
2. In instances where site inspections are necessary for bidders to have a full understanding of the project, the Purchasing Division recommends that pre-bid meetings (and the underlying solicitation) be delayed until this period of heightened concern has ended. If delaying the solicitation is not possible or would cause an undue hardship on the spending unit, the pre-bid meeting should be conducted in a manner that minimizes the risk of COVID-19 transmission to the greatest extent possible.
3. Under no circumstances is a spending to conduct a pre-bid meeting that violates a policy or declaration of the Governor's Office.

For existing central solicitations, the spending unit should work with its designated Purchasing Division buyer to issue addenda to modify pre-bid meeting requirements where necessary. On agency delegated solicitations, the spending unit can make the necessary adjustments under their delegated authority.

### Department of Transportation Pre-Construction and Pre-bid Meetings Guidelines

- When possible, limit the number of representatives of each vendor to a maximum of two (2).
- Require each vendor representative to wear a mask upon entering and while moving throughout a DOT facility for the duration of the pre-construction and pre-bid meeting.
  - Any representative who arrives at a DOT facility without a mask will not be permitted to enter.
- In areas where a minimum 6ft distancing is not feasible amongst vendors, groups must be staggered during inspections.
- For pre-construction or pre-bid meetings located at the Capitol Complex:
  - Pre-construction or Pre-bid meetings can be conducted by using the West Virginia State Training Center located in Building 7, 2<sup>nd</sup> Floor.
  - For room scheduling/availability please contact the Facility Scheduler, Jeremy Walker, at 304-414-0840 or by email at [dop.registrar@wv.gov](mailto:dop.registrar@wv.gov)
    - <https://personnel.wv.gov/ohrd/WVSTC/Pages/default.aspx>
- Vendor representatives must be met by a DOT employee conducting the meeting upon arrival to a DOT facility and escorted to the meeting location. After completion of the meeting, vendors must be escorted out of the facility.
- Upon completion of the meeting, all hard surfaces must be sanitized by the DOT employee(s) conducting the meeting.
- Pre-construction and Pre-bid meetings can be held outside of a DOT facility provided all safety guidelines can be met and no additional cost are incurred.
- Vendor representatives must provide their own refreshments.
- Delivery of bids to Building 5 must be scheduled. A DOT employee must meet the vendor representative at the Building 7 entrance and escort them to the bid box and back out of the facility. All facility COVID protocols apply.

June 17, 2020

## West Virginia Ethics Commission



### Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

*"Business entity"* means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

*"Interested party"* or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

*"State agency"* means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

*This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: [ethics@wv.gov](mailto:ethics@wv.gov); website: [www.ethics.wv.gov](http://www.ethics.wv.gov).*

West Virginia Ethics Commission  
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Liquidity Services Operations, LLC Address: 100 Capitol Commerce Blvd., Ste. 110  
Montgomery, AL 36117

Name of Authorized Agent: Steve Kranzusch Address: 100 Capitol Commerce Blvd., Ste. 110, Montgomery, AL 36117

Contract Number: CRFQ DOT2000000177 Contract Description: Buyer Premium Auction Services

Governmental agency awarding contract: West Virginia Department of Transportation, Division of Highways

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

1. Subcontractors or other entities performing work or service under the Contract

Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

Check here if none, otherwise list entity/individual names below.

Liquidity Services, Inc. - 100%

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

Check here if none, otherwise list entity/individual names below.

Signature: 

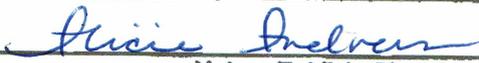
Date Signed: 7/28/2020

**Notary Verification**

State of Alabama, County of Montgomery:

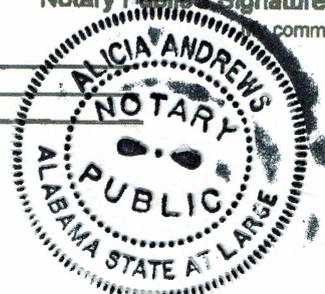
I, Steve Kranzusch, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 28th day of July, 2020.

  
Notary Public's Signature

commission expires April 10, 2022.

To be completed by State Agency:  
Date Received by State Agency: \_\_\_\_\_  
Date submitted to Ethics Commission: \_\_\_\_\_  
Governmental agency submitting Disclosure: \_\_\_\_\_



STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(f), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

**ALL CONTRACTS:** Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

**DEFINITIONS:**

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

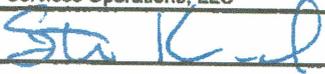
"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-20-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §81-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Liquidity Services Operations, LLC

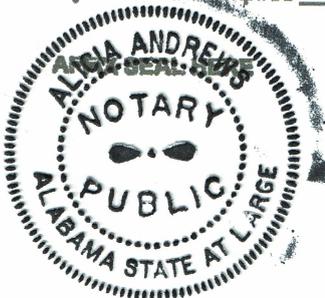
Authorized Signature:  Date: 7/28/2020

State of Alabama

County of Montgomery, to-wit:

Taken, subscribed, and sworn to before me this 28th day of July, 2020.

My Commission expires April 10, 2022.



NOTARY PUBLIC 

Purchasing Affidavit (Revised 01/19/2018)

# GovDeals.com

A Liquidity Services Marketplace

## Buyer Premium Auction Services

### West Virginia Division of Highways

*This proposal is offered in response to the following solicitation:*

Request for Proposals #0803 DOT 2000000177

August 6, 2020

*Point of Contact:*

Alicia Andrews, Senior Proposal Writer

Office: 334-274-3846 ❖ Email: [vendor@govdeals.com](mailto:vendor@govdeals.com)

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

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**Liquidity Services Operations LLC**

*Providing government-exclusive online auction services since 2001*

[www.GovDeals.com](http://www.GovDeals.com)

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

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

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Crystal G. Husted, Buyer  
West Virginia Division of Highways, Purchasing Division  
2019 Washington St. East  
Charleston, WV 25305

August 6, 2020

Reference: Request for Proposals for Buyer Premium Auction Services

Dear Ms. Husted & Evaluation Committee:

GovDeals is pleased to have this opportunity to submit a proposal for Buyer Premium Auction Services to the West Virginia Division of Highways. We currently provide our online auction service to 103 government agencies within West Virginia, which includes West Virginia State Agency for Surplus Property, West Virginia State Tax Department, three West Virginia University locations, 6 regional transit authority locations, and Cities of Charleston, South Charleston, Beckley, Bluefield and Clarksburg. Additionally, we provide our online auction services to hundreds of state-level agencies throughout the US, which included the surplus agencies for 31 states, most of whom conduct auctions for their state's Department of Transportation on GovDeals.

All too often, we see government agencies large and small that are all too eager to hand over the reins of their surplus liquidation programs to whichever vendor quotes the lowest fee. While evaluating fee structure is always an important element when choosing any service vendor, focusing on fee alone could lead to choosing the wrong vendor for the WVDOH.

Even more important is the vendor's ability to provide full compliance and transparency throughout the surplus disposition process while also ensuring maximum return on investment for the agency and its taxpayers. Now especially, due to government deficits and shortfalls, the ability to maximize return on investment is more important than maintaining status quo or awarding the low-cost vendor. Please review the verifiable results examples, provided on [pages 42-46](#), showcasing our potential to provide your agency with significantly higher auction proceeds.

After 19 years in the government-exclusive online auction business, the staff at GovDeals knows from experience that the vital elements of a thriving surplus disposition program include transparency, efficiency, and reliability. While a basic spreadsheet or invoice may be enough recordkeeping for private businesses selling a few assets here and there, governments the size of WVDOH require more thorough reporting that adds visibility throughout the auction cycle. In the management of your auction program, your team will, at times, need a simple way to see a list of the current bids for all assets you currently have at auction, or a real-time list of which winning bidders have paid and which have not paid. You may have a weekly, monthly, or quarterly need to export a detailed list of all assets sold. Your accounting department may have a reason to look back several months to find the date an asset was sold, the amount paid, and the identity of the purchaser. All of this data is easily accessible through the GovDeals platform – because we understand the requirements, audits and inquiries that governments face. Details and examples of reporting capabilities are showcased on [pages 28-33](#).

We also understand that managing the WVDOH's surplus asset disposal is probably not your top priority every day. Most of the 14,000 government entities with whom we've worked would likely say the same thing. Since you have more pressing matters to deal with each day, having a partner in GovDeals means that you don't have to be an expert at auction strategy to get the most money for your surplus assets. While our platform is designed for the efficiency of self-service, we extend an offer for On-Site Service to include on-site appointments twice per year for a GovDeals representative to take photos

and post descriptions of surplus assets being sold by the WVDOH. **(See pages 36-38 for an overview of On-Site Service during the auction cycle)**

GovDeals is committed to sharing our strategy knowledge with the WVDOH through very interactive and hands-on service. GovDeals will be a true partner with the WVDOH to enable effective management of the WVDOH's surplus assets. Your local Client Account Manager will be on-call 24/7, and our Accounting team, Marketing Department, and Client Services Help Desk stand ready to answer questions or provide solutions whenever an issue arises. As Vice President and General Manager of GovDeals, I know I speak for the entire GovDeals team when I express how much we value the opportunity to also potentially serve the WVDOH.

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

Very respectfully submitted,



Steve Kranzusch, Vice President and General Manager

[skranzusch@govdeals.com](mailto:skranzusch@govdeals.com) | Cell: 334-462-3962 | Office: 1-800-613-0156 Ext. 4455

## Section 1

## Purpose and Scope

**The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways, Department of Transportation to establish an open-end contract for Buyer Premium Auction Services. The purpose of this solicitation is to obtain a contract for the sale of obsolete and surplus equipment, parts and supplies for the West Virginia Division of Highways, Equipment Division as set forth in West Virginia State Code Section 14, Article 2A, Chapter 17. The sale of the aforementioned items shall be by electronic means, as a buyer premium auction.**

The auction services described in the West Virginia Division of Highway's solicitation are a wonderful reflection of the only business we are in and have been continuously building, providing, and improving since 1999. GovDeals is thoroughly prepared to immediately provide our online auction system and hands-on customer service to the WVDOH to meet its goals of reducing administrative strain and to attain maximum liquidation value from sales of the Equipment Division's obsolete surplus equipment, parts, and supplies.

In contracting with an auction vendor, the WVDOH needs an auction vendor committed to maximizing the sale value of surplus assets through marketing, presentation, and outreach on an electronic, buyer premium auction platform. We commend the WVDOH for recognizing the importance of contracting with a vendor that places a high level of emphasis on these factors, as we have learned over the past 19 years in the government-specific online auction industry that bidder outreach is one of the keys to maximizing Return on Investment (ROI).

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

We extend in our proposal a plan to provide hands-on service to take photos and create auction listings for the WVDOH's surplus assets twice per year, as requested. After the sales, winning bidders will make payment at GovDeals.com, and buyers will be responsible for scheduling an asset removal appointment at the WVDOH's

"Using GovDeals has been a great avenue for selling our excess equipment! The step-by-step instructions for listing equipment, uploading photos and video and describing the products you're selling are very easy to follow.

"GovDeals is much easier to use than trying to list many items at once in something such as a newspaper. People all over the country can view the items you have up for auction and can place bids. In our case, we have sold items that ended up as far away as California, one item even went to West Africa! GovDeals does a great job of even listing some items out on other sites to expand your views even farther.

"Support is just a call or click away, and any help we've ever needed with an auction has come quickly with a positive outcome always achieved. I would definitely recommend using Govdeals above all other online auction sites to move your excess equipment!"

- Matt Wyant, Maintenance & Fleet Coordinator  
Greenbrier Valley Airport

convenience. GovDeals will remit payment to the WVDOH the week following each asset's removal from your property.

Used effectively, the GovDeals online platform is the most cost effective, conscientious, fully transparent and risk-averse disposition method for the West Virginia Division of Highways, Equipment Division, its personnel and its surplus assets. All control of the entire process remains right where it should be, within your agency.

Vitality, GovDeals is built to provide personal, hands-on service to each government client locally through an assigned Client Account Manager and 3 State Business Development Representatives, as well as a deep commitment to support from our corporate offices. We back up our hands-on, local relationship with a large and experienced staff in all functional areas located at GovDeals' headquarters. WVDOH will have direct access to our accounting, marketing, and bidder support teams, as well as to our Client Help Desk and executive management. GovDeals will support the WVDOH by on-site appointments twice per year, as well as phone calls, emails, live chat, and webinars as needed, and we will also provide on-site meetings for problem solving and strategy development as needed.

## Section 2

## General Requirements

### 3.1 Contract Items and Mandatory Requirements: Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

Agreed. See Section 3.1.1 for details on how we will meet or exceed the mandatory requirements.

#### 3.1.1 Buyer Premium Auction Services

##### 3.1.1.1 The Equipment Division anticipates a maximum of 2 auctions per year with a minimum of 300 lots to be auctioned.

###### A. Equipment Division will provide time and date for auction sales each year.

Agreed. The West Virginia Division of Highways can conduct the desired auctions as described. However, if desired, the Agency could host as many auctions as needed continuously with GovDeals online platform. The Agency will have complete control over the number of auctions conducted with however many lots needed. For examples of successful auctions conducted on GovDeals.com, see [pages 42-46](#).

##### 3.1.1.2 Vendor must have all authorizations, licenses, permits and certifications as required under federal, state or local law to perform the services specified under this RFQ. Must provide prior to award or upon request.

Agreed. GovDeals will provide all documentation necessary to conduct our online auction services.

##### 3.1.1.3 Vendor must furnish all material, labor, equipment and supplies necessary to perform services required herein, unless otherwise specified herein or agreed to in writing by the parties.

GovDeals is thoroughly prepared to immediately provide our online auction system and hands-on customer service. Dedicated GovDeals staff members will serve the WVDOH on a regular and ongoing basis through on-site service appointments to create auction listings, 24/7 remote service, marketing planning, and payment collection.

GovDeals will provide the WVDOH with the industry's best platform for selling government surplus assets via our web-based auction system, [www.GovDeals.com](http://www.GovDeals.com), with hands-on support from GovDeals to create auctions. The WVDOH will be trained to respond to bidder inquiries as well as accessing detailed reports of auction activities and revenue. The WVDOH may have unlimited user accounts, and access to the GovDeals system can be tailored to the job duties of WVDOH employees through the use of five security levels, including "view only" setting that is useful for accounting staff to access sales and reconciliation reports.

Our specialized auction website allows prospective buyers to view unlimited photographs, videos, and thorough descriptions, ask questions, and enter bids for the WVDOH's surplus property. The items will be auctioned under your Terms and Conditions, including time frames for payment and pickup.

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

- Robust auction functionality with unlimited user accounts
- Real-time reporting tools within secure account
- 930,000 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
- Personal service by the WVDOH's locally based Client Account Manager with 24/7 on-call availability; on-site service appointments will be provided once or twice a year to create auction listings when the WVDOH has a backlog of assets to sell
- Extensive marketing outreach to targeted bidders at GovDeals' expense – drives competitive bidding, increasing the final selling price of auctioned assets!
- Hands-on training for employees to access reports, answer bidder questions and mark items "picked up"
- GovDeals shoulders liability for fraudulent payments and chargebacks, and we remit payment to our clients weekly despite these risk factors

### Key Personnel

Key personnel directly serving the WVDOH will be a Client Account Manager and 3-person team dedicated to serving State Government accounts. Your Client Account Manager will provide on-site service to the WVDOH at least twice per year, as well as on-call remote service between scheduled visits.

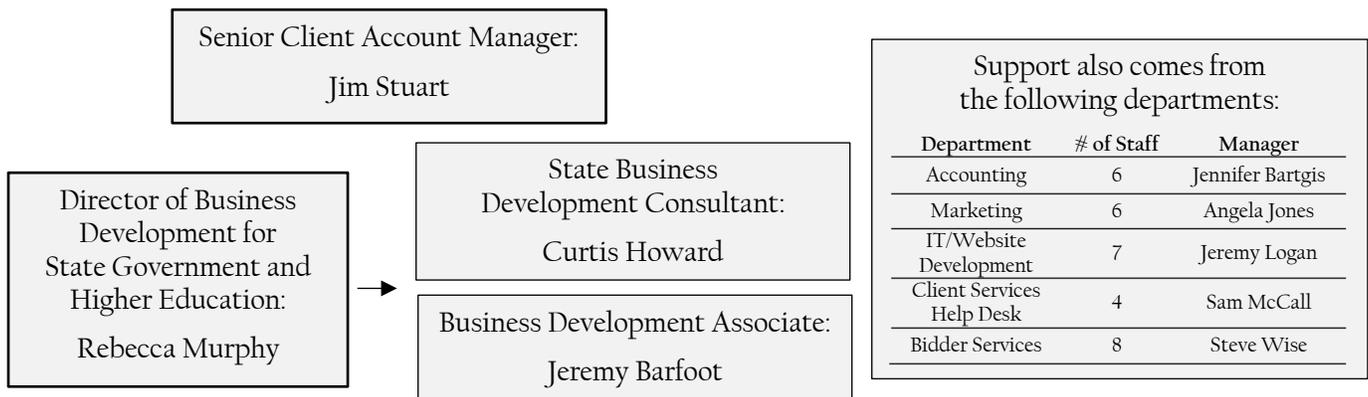
GovDeals is committed to sharing our strategy knowledge with the WVDOH through very interactive and hands-on service. GovDeals will be a true partner with the WVDOH to enable effective management of the WVDOH's surplus assets.

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

Your local Client Account Manager will be on-call 24/7, and our Accounting team, Marketing Department, and Client Services Help Desk stand ready to answer questions or provide solutions whenever an issue arises.

GovDeals' organizational chart identifying key personnel who will be assigned to deliver the services required is provided below.

### Representatives Serving WVDOH



Following are professional summaries for each member of the WVDOH's account team, as well as other key personnel that will make an impact on the overall success of the WVDOH's surplus auctions.

### **Jim Stuart, Senior Client Account Manager**

Cell: 540-406-7104 | Email: [jstuart@govdeals.com](mailto:jstuart@govdeals.com)

As the WVDOH's Client Account Manager, Jim will be your primary contact for day-to-day auction operation needs. Jim, based in Virginia, may be reached by cell phone or email 24 hours a day, 7 days a week. He will be responsible for training and ongoing consultation, as well as monitoring the WVDOH's auctions for quality assurance. Your Client Account Manager will also work closely with GovDeals' marketing representatives to curate promotion strategies to ensure competitive bidding for the WVDOH's surplus assets. Jim's 10 years of service will provide in-depth knowledge of the GovDeals online auction system and how to maximize the return of value for all asset types, particularly vehicles, heavy equipment, and specialty assets. He will be readily available to the WVDOH for support by phone, email, and on-site meetings for coordination of auction strategies and surplus asset removal.

### **Rebecca Murphy, Director of Business Development, State Government and Higher Ed**

Cell: 980-254-8908 | Email: [rmurphy@govdeals.com](mailto:rmurphy@govdeals.com)

With more than 13 years of service to GovDeals' state government and higher education clients nationwide, Rebecca Murphy works closely with procurement and surplus departments at the state and higher ed levels. Rebecca has an in-depth knowledge of state disposition procedures and requirements, and she will be the main point of contact for contractual matters with the WVDOH, as well as providing periodic on-site reviews and consultations. Rebecca's prior government experience includes 10 years with the Texas Municipal League and 10 years with the Texas Association of School Boards.

### **Curt Howard, State Business Development Consultant**

Cell: 217-725-8470 | Email: [choward@govdeals.com](mailto:choward@govdeals.com)

Curt Howard joined GovDeals in 2020 as State Business Development Consultant, bringing with him decades of experience in surplus property administration for state government. While serving as Senior Administrator for the State of Illinois, Curt innovated and launched the state's first multi-million-dollar online surplus property auction system, and then managed its operation. In this leadership role, he supervised a staff of professional, para-professional, and bargaining unit employees engaged in carrying out the operations of the state and federal surplus property programs while also preparing the bureau's budget requests for the \$4.7 million State Surplus Property Revolving Fund. Curt also created the state's first electronics recycling program and developed procurement contracts for online and scrap property auctions. Additionally, Curt served 3 years as President of the National Association of State Agencies for Surplus Property (NASASP). With this background, Curt knows the demands shouldered by State surplus property managers and procurement officials. In his role at GovDeals, Curt works with state-level decision-makers to implement auction solutions to overcome the unique challenges faced by surplus and procurement departments.

### **Jeremy Barfoot, Business Development Associate, State Government and Higher Ed**

Cell: 334-300-8103 | Email: [jbarfoot@govdeals.com](mailto:jbarfoot@govdeals.com)

Jeremy Barfoot provides administrative support to the Director of Business Development, Higher Education, Rebecca Murphy. Jeremy will be available to the WVDOH as a resource in the event Rebecca is in a meeting or otherwise not immediately available. After nearly 7 years with GovDeals, Jeremy has comprehensive experience working with state government and higher education clients nationwide during contract development and renewal processes.

### **Angela Jones, Digital Marketing Supervisor**

Toll-Free: 1-800-613-0156 Ext. 4515 | Email: [ajones@govdeals.com](mailto:ajones@govdeals.com)

Responsible for all advertising and promotion of assets being auctioned on GovDeals, Angela Jones supervises a team of 6 full-time marketing specialists and graphic designers. This team places ads, writes press releases, and designs custom marketing plans for our clients' specialty assets. You are encouraged

to contact your Client Account Manager or the Marketing Department when high-value, specialty, or unique assets will be auctioned so that Angela and her team can develop and execute marketing campaigns designed to drive targeted bidders to your auctions and increase the selling price of your assets. Angela has been a valuable member of the GovDeals team since 2008.

### **Mark Moritz, Client Services Manager**

Cell: 215-359-7296 | Email: [mmoritz@govdeals.com](mailto:mmoritz@govdeals.com)

Mark Moritz provides oversight and management of 8 regionally based Client Account Managers throughout the East Coast and Midwest. Hired in 2008 as the Client Services Representative for Pennsylvania and New Jersey, Mark has worked closely with more than 700 government clients to implement and operate the GovDeals platform and increase Return on Investment through surplus sales. In his role as a Client Account Manager, Mark provided excellent on-site service, auction strategy advice, and on-call consultations for his clients, and this dedication to service resulted in his 2019 promotion to one of two Client Service Manager positions, with the goal of guiding his team of Client Account Managers to provide excellent service to their clients. Mark works with his team daily to help the Client Account Managers handle current projects and challenges, as well as to develop methods to continually improve the service provided to clients.

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

Cell: 334-301-9529 | Email: [smccall@govdeals.com](mailto:smccall@govdeals.com)

Samantha McCall manages GovDeals' Client Services Help Desk and Asset Entry team. The Client Services Help Desk provides on-call support by toll-free phone, live chat, and email. Cuyahoga County can access the Help Desk at any time from within their GovDeals account. This service is helpful if the County needs technical support, auction guidance, etc., at a moment's notice. The Asset Entry team is available to help our clients create auction listings whenever a government agency is short-staffed or otherwise does not have the time to upload their own photos and descriptions. There are no additional charges for use of these services. If the County wishes to utilize the services of the Asset Entry team, we recommend you reach out to either your Client Account Manager or contact Sam directly. Sam has worked for GovDeals for 4 years, first as conference coordinator before her promotion to Client Services Supervisor in 2017, and to Manager of Client Success Operations in 2019.

### **Scott Starcher, Senior Director of Client Success**

Cell: 919-802-6800 | Office: 1-800-613-0156 Ext. 4511 | Email: [sstarcher@govdeals.com](mailto:sstarcher@govdeals.com)

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

### **Steve Kranzusch, Vice President and General Manager**

Cell: 334-462-3962 | Office: 1-800-613-0156 Ext. 4455 | Email: [skranzusch@govdeals.com](mailto:skranzusch@govdeals.com)

Since Steve Kranzusch joined GovDeals in 2004 as Vice President of Business Development, he has led the company's growth in number of clients from less than 200 government agencies to more than 14,000

today. Steve's Business Development team partners with state and local government entities, delivering experienced insight into selling surplus and end-of-life assets, giving the government sellers complete control of their surplus process through a vitally transparent platform. Under his leadership, the Business Development team expanded nationwide and throughout Canada, working with public agencies at all levels of government and of all sizes. Appointed Vice President and General Manager in 2019, Steve is currently leading the company through a new era of innovation in the logistics and reverse supply chain industry. Steve's primary goal is that GovDeals continues to deliver efficient online auction solutions and proven results in fiscal transparency of government liquidation to each of the company's government clients, evolving with technology and industry trends to develop strategies that foster success for all government agencies.

### **3.1.1.4 Vendor must advertise through Internet Ads or any website of their choosing, Equipment Mailers, and in a minimum of 6 area newspapers and the Record Delta, which is the local Upshur County paper where auction is being held at least 3 weeks prior to the date of the auction, and must list ads twice a week.**

Agreed. Since GovDeals auctions occur solely online, qualifying bidders from across the globe can participate in any auction, regardless of the auction's location. Most of our clients find our broad marketing outreach meets the statutory requirements of advertising, however, GovDeals agrees to place the required local advertisements if the WVDOH determines it to be necessary.

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

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 7-person Marketing Department has the expertise to create effective ads, press releases, mailings, etc., and utilize the right combination of these in order to consistently bring a steady stream of targeted website traffic to our government clients' surplus assets.

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

## **Overview of Marketing Strategies**

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

- ❖ **Email Marketing to Targeted Bidders:** GovDeals has bidders in all 50 U.S. states and in 160 foreign countries for a total of more than 930,000 registered and verified bidders. We have over 4,700 active bidders in West Virginia, and over 34,500 within 200 miles of Charleston (see maps below).

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

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

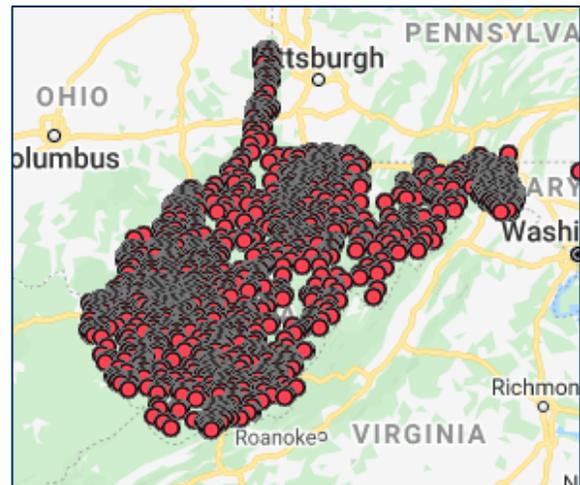
- ❖ **Notifying Your Previous Bidders:** If desired by the WVDOH, GovDeals will notify the WVDOH's previous auction and/or sealed bid participants that the WVDOH is now selling surplus on GovDeals.com. This can be accomplished by postcard or email blast, depending on the WVDOH's wishes and the contact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

- ❖ **Custom Marketing Plans:** When the WVDOH 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.

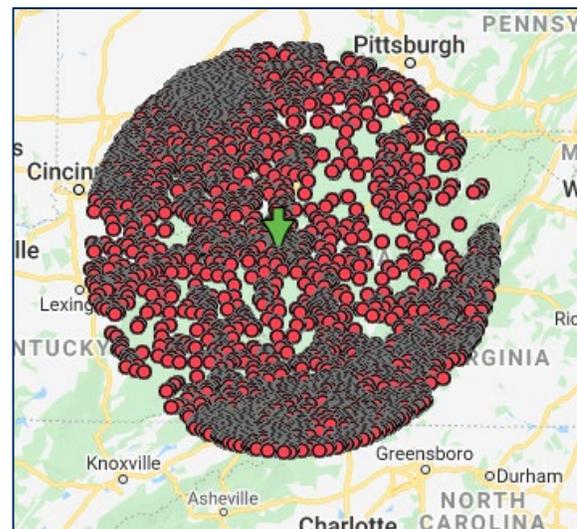
Such assets may include, but are not limited to, helicopters and aircraft; classic/custom automobiles; specialty equipment; firearms and accessories; jewelry and collectibles; real estate properties; machinery and industrial equipment; and cost avoidance/demolition projects.

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

**Over 4,700 Active  
GovDeals Bidders in West Virginia**



**Over 34,500 Active GovDeals Bidders  
within 200 Miles of Charleston**



**Marketing Examples, Pages 13-17**

**1 Lot of Cisco Equipment**



**1 Lot of Cisco Equipment**

**Auction Closed**  
 High Bidder: b\*\*\*\*\*y  
 Sold Amount: \$66,206.00  
 Buyer's Premium (5.00%): \$3,310.30  
 Total Price: \$69,516.30

[View Bid History](#)  
[Terms and Conditions](#)  
 619 visitors

**West Virginia State Agency  
 for Surplus Property, WV**

**\$69,516.30**

Advertised with



- Auction Dates: July 7, 2020 - July 20, 2020
  - Auction began with an opening bid of \$100 and no reserve
  - 11 participants placed 87 bids
  - Auction page had 619 visitors
  - 151 site visitors came from RockandDirt.com and 334 came from MyLittleSalesman.com\*
- \*Google Analytics*

**GovDeals.com**  
 Online Government Surplus Auctions

## Electrolysis Hydrogen Filling Station



### Electrolysis Hydrogen Filling Station

<b>Auction Closed</b>	
High Bidder:	p*****9
Sold Amount:	<b>\$15,000.00</b>
Tax (0.000000%):	<b>\$945.00</b>
Buyer's Premium (5.00%):	<b>\$750.00</b>
Total Price:	<b>\$16,695.00</b>
<a href="#">View Bid History</a>	
<a href="#">Terms and Conditions</a>	
229 visitors	

**West Virginia University, WV**

**\$16,695**

Advertised with



- Auction Dates: January 27, 2020 - February 19, 2020
  - Auction began with an opening bid of \$15,000 and no reserve
  - One participant placed one bid
  - Auction page had 229 visitors
  - 103 site visitors came from RockandDirt.com and 35 came from ClassifiedAds.com\*
- \*Google Analytics*

**GovDeals.com<sup>®</sup>**  
*Online Government Surplus Auctions*

**Blaw Knox PF-161 Paving Machine**



**Blaw Knox PF-161 Paving Machine**

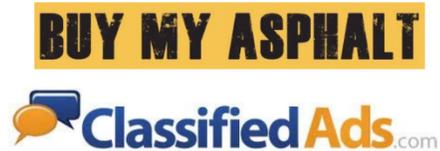
**Auction Closed**  
 High Bidder: k\*\*\*\*\*o  
 Sold Amount: **\$11,100.00**  
 Buyer's Premium (7.50%): **\$832.50**  
 Total Price: **\$11,932.50**

[View Bid History](#)  
[Terms and Conditions](#)  
 970 visitors

**Princeton, WV**

**\$11,932.50**

Advertised with



- Auction Dates: February 19, 2020 - March 3, 2020
  - Auction began with an opening bid of \$5,000 and a \$10,000 reserve
  - Five participants placed 21 bids
  - Auction page had 970 visitors
  - 213 site visitors came from RockandDirt.com\*
- \*Google Analytics*



**JLG Platform Boom Lift**



**JLG Platform Boom Lift**

**Auction Closed**

High Bidder: c\*\*\*\*\*e

Sold Amount: \$18,575.00

Buyer's Premium (12.50%): \$2,321.87

Total Price: \$20,896.87

[View Bid History](#)

[Terms and Conditions](#)

1,220 visitors

**Greenbrier County Airport  
 Authority, WV**

**\$20,896.87**

Advertised with



- Auction Dates: October 29, 2019 - November 12, 2019
  - Auction began with an opening bid of \$875 and a \$3,500 reserve
  - 17 participants placed 80 bids
  - Auction page had 1,220 visitors
  - 182 site visitors came from RockandDirt.com and 33 came from MyLittleSalesman.com\*
- \*Google Analytics*

**GovDeals.com<sup>®</sup>**  
*Online Government Surplus Auctions*

**CAT AP-1000B Wheeled Asphalt Paver  
 with 20' Extend-A-Mat**



CAT AP-1000B wheeled asphalt paver with 20' Extend-A-Mat

**Auction Closed**

High Bidder: t\*\*\*\*\*7

Sold Amount: \$30,000.00

Buyer's Premium (12.50%): \$3,750.00

Total Price: \$33,750.00

[View Bid History](#)

[Terms and Conditions](#)

1,159 visitors

Advertised with

**Bluefield, WV**

**\$33,750**

**BUY MY ASPHALT**



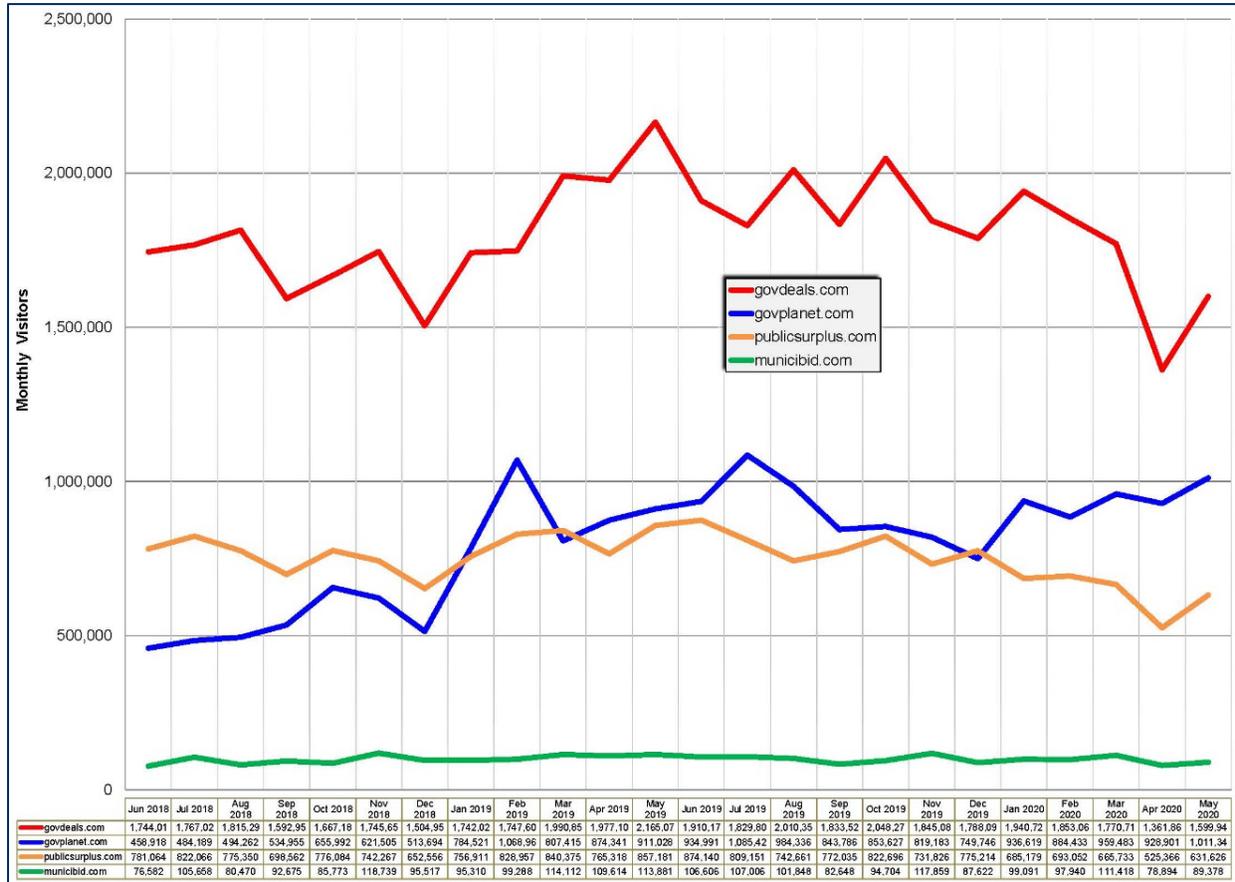
- Auction Dates: August 9, 2019 - August 23, 2019
  - Auction began with an opening bid of \$5,500 and a \$30,000 reserve
  - Six participants placed 11 bids
  - Auction page had 1,159 visitors
  - 213 site visitors came from RockandDirt.com\*
- \*Google Analytics*

**GovDeals.com<sup>®</sup>**  
*Online Government Surplus Auctions*

### Website Traffic Comparison

According to independent, third-party measurement tools, GovDeals.com consistently has the highest web traffic of any national or regional government online auction provider. We encourage the evaluation committee to review the below data from Similar Web, an independent analysis company, showing web traffic for the past two years for GovDeals.com and our competitors.

### Independent Website Traffic Analysis of Online Government Auction Services



The data above, provided by industry-leading website traffic analyst SimilarWeb, indicates website monthly visitors for each of 24 months, from June 2018 to May 2020, for the websites listed in the chart above. Data shown may not exactly match individual internal traffic measurement tools; however, all websites listed undergo the same evaluation techniques, resulting in fair comparison methods.

### 3.1.1.5 Vendor must maintain sufficient procedures and capabilities to ensure the timely and accurate backup and full recovery for all computers and other data storage systems related to its performance of this auction contract.

### System Security & Reliability

GovDeals provides security, antivirus, and firewalls capable of preventing the hacking of any auction information from the servers, and capable of preventing any bidder from learning the identity of another bidder. Since GovDeals' launch in 1999, our website has been up and running 99.99% of the time.

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

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

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

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

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

As with all software and hardware, maintenance downtime is periodically required to upgrade existing software with new versions and to load new enhancements to the production environment. Also, periodically new hardware is added to enhance the system and stay on the cutting edge of technology. Scheduled maintenance is usually performed on Thursday or Saturday mornings, when traffic to the website is minimal (generally around 6 a.m. ET). Clients will be notified prior to scheduled maintenance.

If a bidder was to log on to the website during the maintenance window, a message would appear explaining that the system is temporarily down for maintenance. All maintenance and upgrades to the GovDeals hardware and software provided over the term of the contract will be made at no additional cost to the WVDOH.

In the rare event a website outage occurs that is not scheduled, the GovDeals system has the ability to extend auctions for a given period agreed upon by the selling agency, or to withdraw the assets from auction and repost them if so desired. In either case, automatic system notifications will be emailed to any bidders and watchers of the auctions affected, letting them know the change in auction schedule.

GovDeals' Client Account Managers are also directly involved in ensuring their clients' auctions are restored and procedure is followed through by the GovDeals system. Your Client Account Manager will work with you directly as soon as feasibly possible to resolve any issue that may arise from system downtime. It is worth noting that throughout GovDeals' 19-year history, none of our clients have lost any money due to system downtime.

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

**3.1.1.6 Vendor shall create photographs and include descriptive text, provided by the Equipment Division for each item/lot and post these items for the online sale.**

Agreed. Properly managing the sale of government assets and ensuring maximum ROI requires a great deal of knowledge and expertise. Although our platform is designed for the efficiency of self-service, GovDeals is committed to supporting the Equipment Division through very interactive and hands-on service.

GovDeals proposes to provide hands-on service twice per year to lot and take photos of WVDOH's surplus assets. We will upload these photos, along with descriptive text provided by WVDOH to create your online auctions. In addition to providing a dedicated staff member to perform the day-to-day functions of Equipment Division's surplus auction process, GovDeals will provide dedicated service for technical support and case-by-case strategy recommendations, including marketing, lotting strategies, and process improvement efforts. The Equipment Division will only be responsible for answering questions from bidders (optional) and meeting buyers for asset removal appointments at the Equipment Division's convenience.

**3.1.1.7 Vendor shall initiate and execute an online auction website which supports this auction endeavor and supports all aspects of the auction process to include at a minimum:**

**A. Description**

**B. Photographs of items being auctioned**

**C. Payment methods, auction terms and other buyer fees**

Agreed. All auction listings will include description, unlimited photos, payment information, terms & conditions, and buyer fees. Our online auction platform also includes several additional features that are detailed on **pages 23-24**.

### Example Auction Listing

About Us | Help | Contact Us | Searches

User: Alicia Andrews

GovDeals provides services to government agencies allowing them to sell surplus assets via the Internet. Each agency has its own auction rules and may be subject to government ordinances.

## GovDeals

A LIQUIDITY SERVICES MARKETPLACE

Search Auctions



**2004 GMC Savana G2500**

Auction Ends **10/18/19 7:15 PM ET**

Remaining **4 Hrs 39 Mins**

This item is subject to an auto extension of the auction end time.

[Refresh Bid & Time](#)

Buyer's Premium **12.50%**

Starting Bid **\$2,000.00**

Bids **19**

High Bidder **w\*\*\*\*n**

Current Bid **\$4,900.99**

Bid Increment **\$100.00**

Minimum Bid **\$5,000.99**

[Terms and Conditions](#)

Enter Bid  Auto-bid

Email if outbid:

[Place Bid](#)

[Add to Bid Watch](#)

587 visitors

Year	Make/Brand	Model	VIN/Serial	Miles	Title Restriction
2004	GMC	Savana	1GJGG25U241224560	69,177	No Title Restriction

Condition	Category	Inventory ID
Used/See Description	Vans	RE4560

2004 GMC Savana G2500 SPORTS VAN, 6.0L V8 OHV 16V. 12 passenger Starts with a boost & r. Needs new battery; Maintained every 5000 miles; Removed from service 10/04/19; 2 Wheel Drive automatic transmission, operable; White exterior, needs paint and rust repair; no cracked glass; scratches, dent, and dings; Decals have been removed; The gray vinyl seats and interior are imp. No damage or wear; Stock radio Rear heating Ac is cold

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

There are currently no questions posted for this asset.

**Seller Information**  
Campbell County Virginia

**Seller Name:** Campbell County, VA [\[view seller's other assets\]](#)

**Asset Contact:** [Anita Dragan](#) (Phone: 434-332-9670)

**Asset Location:** 47 Court House Ln  
Rustburg, Virginia 24588-9701  
[Map to this location](#)

#### Q Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding by appointment only. Inspection location: Kabler Lane Parking Lot on the corner of Kabler Lane and Village Highway in Rustburg, VA Please see the contact above to schedule an inspection.

#### \$ Payment



Payment methods for this item are Wire Transfer, PayPal, or credit cards (Visa, Mastercard, American Express\*, Discover) only. \* American Express is not available for buyers on probation. PayPal and credit card purchases are limited to below \$5,000.00 and Bidders residing in the United States, Canada and Mexico Only. If the winning bid plus applicable taxes, if any indicated, plus the buyer's premium equals to \$5,000.00 or more, Wire Transfer must be used. Buyers on [level one probation](#) have a PayPal and Credit Card limit of \$1,000. If Wire Transfer is chosen, a Wire Transfer Transaction Summary page will provide payment and account information. The Wire Transfer must be completed within 5 days unless otherwise specified below. **PAYMENT 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

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

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

#### 📷 Media



#### 🔑 Special Instructions

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

**Guaranty Waiver.** All property is offered for sale 'AS IS, WHERE IS.' Campbell County, VA 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.

Quick Asset Lookup (QAL) #: 7867-345 (GD)



**Help Desk Hours: Monday - Friday, 8 am - 7 pm ET.**  
[Contact us with any questions, comments or concerns.](#)

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## GovDeals' Capabilities

GovDeals' capability and capacity as an organization to successfully provide our auction platform, personal service, and payment collection and remittance services to the WVDOH is underscored and demonstrated daily, as we provide these very services to more than 14,000 government entities throughout the U.S. and Canada (including the West Virginia State Agency for Surplus Property and 30 other State-level governments) as our only business. Government is the only market GovDeals serves.

These thousands of government agencies have found GovDeals to be the most efficient, lucrative, and transparent online surplus solution. Underscoring the experience, service, and results we provide is an end-to-end process and system that provides a secure, redundant, and transparent environment to feed real-time and archival data to WVDOH personnel.

GovDeals successfully completed over 252,000 auctions during the past 12 months for total sales surpassing \$301 million. This includes over 51,000 vehicles and 8,400 pieces of heavy equipment. Over 6,400 government entities sold surplus on GovDeals during this 12-month timeframe, and over 118,000 unique bidders participated in the auctions, placing over 4.6 million bids.

- GovDeals auctions are conducted in a totally transparent environment with terms and conditions, bid history, and results easily accessible by the public during the auction and for one full year after auction completion.
- Robust reporting and a perpetual audit trail are readily accessible within each GovDeals client's account in perpetuity.
- Our clients have access to consultative service and proven online auction best practices, as well as auction strategies that have been developed and fine-tuned during GovDeals' 19 years in the government-exclusive online auction business.
- GovDeals is a financially strong vendor that remits payments to clients weekly, and GovDeals shoulders liability for chargebacks or fraud that may occur.
- Extensive marketing outreach will be provided to reach targeted bidders at GovDeals' expense. This drives competitive bidding, increasing the final selling price of your auctioned assets. Marketing efforts provided by GovDeals include niche print and online publications, email marketing, local advertising, press releases, and more. Additional information about GovDeals' marketing outreach component is provided on **Pages 11-12**.

Vitality, GovDeals is built to provide personal, hands-on service to each government client locally through an assigned Client Account Manager and Regional Business Development Representative, as well as a deep commitment to support from our corporate offices. Your Client Account Manager will schedule on-site appointments with the WVDOH at least twice per year for GovDeals to lot, take photos, and post WVDOH's surplus assets and descriptions to our auction website. The WVDOH will then be able to monitor its online auctions and answer questions from bidders. Auctions can be withdrawn at any time by the WVDOH or by GovDeals at the WVDOH's request.

When the auction closes, GovDeals will provide documentation of the sale and will collect payment from buyers. Buyers will then schedule removal appointments directly with the WVDOH. Throughout the auction cycle, GovDeals will also provide dedicated service for problem solving and case-by-case strategy recommendations, including marketing, best practices, remittance and recordkeeping services, and technical support.

We back up our hands-on, local relationship with a large and experienced staff in all functional areas located at GovDeals' headquarters. The WVDOH will have direct access to our accounting, marketing, and bidder support teams, as well as to our Client Help Desk and executive management.

GovDeals will support the WVDOH by phone, email, in-person meetings, live chat, and webinars. There will be no additional cost for any of these services.

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

### System Features: Maximizing Seller Efficiency & Profitability

Throughout 19 years of conducting online auctions for government entities across the United States and Canada, we have developed features that increase our sellers' efficiency and ease of use for their staff members, as well as to positively impact our government clients' surplus disposition success and ROI. Some of the features that are most popular among our selling agencies are described below.

- **Responsive Design:** GovDeals' website was redesigned in 2019 to be more accessible on all devices, including desktops, laptops, smartphones, and tablets/iPads. This responsive design enables web pages to render well on any device, orientation, and screen size, making for a better experience for all users.
- **New! Tax Collection & Remittance:** In full compliance with the recent Marketplace Facilitator regulations, GovDeals will take ownership of the tax calculation and collection process and will remit applicable taxes to appropriate taxing authorities. This process also includes saving documentation/status of buyers' tax exemption.
- **Asset Inspection Forms:** GovDeals will provide a document that can be utilized to collect descriptive information about assets, such as make/model/VIN, condition, unique details, etc. Many of our clients find this form useful to document asset-specific information while on the lot or in the warehouse, and later transcribe the information into an auction creation template. Sample forms are available upon request.
- **VIN Decoder:** A useful tool built into the GovDeals system, this enables users to input the VIN and automatically populate the year, make, and model of each vehicle.
- **Automated Auction Calculator:** This unique, time-saving feature assists the WVDOH's staff members in automatically setting the starting price, bid increment, and auction start date and time, as well as the ending date, for each auction. An optional dynamic bid increment feature is also available. If the WVDOH doesn't agree with some of the automatically entered data, the employee may override any populated field. The WVDOH may also simply bypass the automated calculator and enter the data manually.
- **Extension of Bid:** This extends auctions by a few minutes when a bid is placed in the final minutes of an auction's end time. This feature is optional.
- **Question & Answer:** The Q&A functionality within the WVDOH's GovDeals account will allow prospective bidders to submit questions via the auction page, allowing the WVDOH to answer either privately by email or publicly on the auction page for all bidders to view.

### Automated Auction Calculator

Anticipated Sale Price:

---

**Add New Auction**

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

\*Start Date/Time:  # Days:  \*Hr:  \*Mn:  \*AM/PM:  ET

\*End Date/Time:  \*Hr:  \*Mn:  \*AM/PM:  ET

Would you like to auto extend this auction? Yes

---

This asset requires electronic payment.

\*Opening:  Special Tax:

\*Increment:  Cumulative Tax:  %

Reserve:  Asset Fees:

Strike:

I agree to give this asset away at no cost.

Set asset to Ready For Auction status.

- **Security Levels:** Access to the GovDeals system can be tailored to the job duties of your employees. Your Client Account Manager will discuss ways to best utilize these 5 security levels to fit into the WVDOH's existing or desired processes. Security levels include the ability to require approval from a supervisor before auctions may go live, as well as a "view only" setting that is useful for accounting purposes.
- **Second-Chance Offer:** The WVDOH may offer an asset to the second-highest bidder with a single click if the highest bidder defaults on completing a sale. This feature is also useful if a reserve price is not met but the WVDOH wishes to offer the asset to the highest bidder.
- **Minimum Bid, Bid Increments, and Reserve Pricing:** The WVDOH will have full control to determine these factors. If desired, your Client Account Manager can give advice based on past successes with similar government-owned assets. Optionally, the WVDOH may utilize GovDeals' Dynamic Bid Increment feature.
- **Bid Deposits:** The WVDOH may require bidders to make a deposit for certain assets if desired. The WVDOH 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:** The WVDOH may limit the types of bidders who are allowed to place bids on certain assets, but these assets may still be viewed by the general public to maximize the marketing exposure of the auctions. Information on types of restrictions is available upon request.

### **3.1.1.8 Vendor shall maintain a listing of potential bidders whom vendor will notify of auctions. This list shall include:**

#### **A. Other State Agencies, Cities/Towns**

#### **B. Public**

Agreed. With our excellent marketing strategies, local and previous bidders will be notified of all the Agency's auctions, and new bidders will be targeted through email and niche marketing. If the WVDOH wishes to target other state agencies, cities, or towns, GovDeals can conduct email outreach to inform those targets of the WVDOH's auctions. For more information on our marketing outreach, see [pages 11-12](#).

### **Bidding Made Simple and Reliable**

Since launching the GovDeals online auction service 19 years ago, our bidder database has grown to more than 930,000 people throughout the United States as well as foreign countries. We have incorporated an array of bidder-friendly features that keep our buyers returning to GovDeals again and again.

- **Email Notifications:** GovDeals' bidders may elect to receive email notifications when they have been outbid on an auction, as well as when an asset is posted matching the bidder's selected "favorites" (described below). Winning bidders will always receive automatic email notification of auction award (Buyer's Certificate).
- **Favorites:** GovDeals' "favorites" feature allows bidders to be notified by email when new items from any selected category or search criteria are sent to auction. Examples of favorites could include heavy equipment auctioned in West Virginia; Ford trucks within 50 miles of Charleston; or all assets auctioned by the WVDOH.
- **Proxy Bid (Auto Bid):** The GovDeals online auction system includes an optional proxy bidding (Auto Bid) feature that enables bidders to enter the maximum price they are willing to pay, and the auction

system will automatically place incremental bids until the bidder's maximum bid is reached, or until the asset is won. The bidder can choose to receive email notification if outbid.

- **Identity Protection:** GovDeals provides security, antivirus, and firewalls to prevent hacking of any auction information from the servers, and to prevent any bidder from learning the identity of another bidder. Also, GovDeals is PCI-compliant and does not store buyers' payment information.
- **Bidder Support:** GovDeals provides bidder support from a dedicated service center staffed by 8 experienced GovDeals employees. Bidder support is available by live chat, email, and toll-free phone, as well as Frequently Asked Questions (FAQ) available on GovDeals.com. The Bidder Services Help Desk is staffed with 8 full-time employees who are dedicated solely to bidder support. The Bidder Services Help Desk receives more than 200 calls, emails, and live chats daily, and this team has a stellar 97% first-call resolution rate. The Bidder Services team endeavors to respond to bidder inquiries immediately, or as quickly as possible (in no more than one business day for non-urgent matters). The Bidder Services Help Desk has employees who are fluent in Spanish, and we have a language service available if we need assistance communicating with a prospective bidder who does not speak English or Spanish.

### Auction Page - Bid Box

**GovDeals**  
A LIQUIDITY SERVICES MARKETPLACE

Search Auctions   Advanced Search

**Firefighting PPE, Helemts, gloves, boots and hoods**

Auction Ends **10/20/19 7:15 PM ET**

Remaining **2 Days 4 Hrs**

This item is subject to an auto extension of the auction end time.

[Refresh Bid & Time](#)

Buyer's Premium	12.50%
Starting Bid	\$100.00
Bids	25
High Bidder	*****r
Current Bid	\$3,025.00
Bid Increment	\$25.00
Minimum Bid	\$3,050.00

[Terms and Conditions](#)

Email if outbid:

[Add to Bid Watch](#)

### **3.1.1.8.1 Vendor shall maintain a buyer's list of individuals who have forfeited items from auction. Vendor shall provide an updated list to the Equipment Division Director or his designee after each auction.**

The GovDeals system provides many features to protect our clients from fraudulent bidders, including an extensive bidder verification process and the ability to block bidders. Any bidders that have previously defaulted or otherwise violated the Terms and Conditions on any GovDeals auctions are permanently blocked from bidding on future auctions through GovDeals.com.

After the allotted payment deadline has passed (typically 5 business days from close of auction), if payment has not been made, the winning bidder will be deemed in default. This user's account may be locked so that he or she will not be able to partake in future auctions.

Bidder default prevention has always been a priority at GovDeals, and we use real-time metrics to closely monitor default rates. Given the remarkably dynamic prevalence of credit card fraud and general climate of fraudulent behavior on the Internet and in society, GovDeals continues to innovate and maintain the industry standard regarding a low percentage of defaults. GovDeals' bidder default rate is consistently between 3% and 4%, a figure we have reason to believe to be the lowest in the industry. Our low number of defaults is accomplished through a combination of our Bidder Verification process and enforcement of our stringent default policy, described below.

**Terms and Conditions for Default:** Before a bidder can place his or her initial bid on an asset being auctioned by the Equipment Division, the bidder will be required to agree to your Terms and Conditions, which will explain payment and pickup terms, as well as the penalty for not paying and picking up on time.

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

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

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

**Aggressive Risk Mitigation:** Registering bidders are screened using our company's subscription access to a trade data base that identifies individuals classified by the US government as being potentially high risk in order to mitigate the opportunity for our sellers' assets to be purchased and then used for nefarious purposes.

**3.1.1.9** Upon completion of any type of auction, Vendor shall provide an electronic listing to the West Virginia Division of Highways with sale prices for each item within 3 business days after the close of the auction. Said file must be in a format compatible with Excel and usable by the West Virginia Division of Highways computer systems and operations.

See below.

**3.1.1.10** Vendor shall provide the following reports in Excel format or equal which will import to Excel format.

- A. Auction Status Report – a complete detailed accounting of total sales, sales tax, buyer’s premium, expenses, total due from buyers, total paid by buyers, total commissions earned, net due to state.**
- B. Lot Sales Report – a report in lot number order with a description, the buyer and the winning bidder for each lot.**
- C. Unsold Lot Report – a list of lots that were not sold and/or collected in the auction.**
- D. Active Buyers Report – a list of buyers in buyer number order with their name, address, telephone and fax numbers, user name and total amount purchased.**
- E. Buyer Payment Report – same information as Active Buyers Report but with actual payment received and payment type.**
- F. Auction Results Spreadsheet – this report provides separate worksheets sorted by lot number. The column headings and data may be customized to the West Virginia Division of Highways needs. Column headings from a typical Auction Results Spreadsheet include, but are not limited to the following:**
  - 1. Lot Number**
  - 2. ED Number**
  - 3. VIN Number**
  - 4. Price**
  - 5. Description**
  - 6. Notes**
  - 7. Bidder Number**
  - 8. Name and Address**

All reporting needs detailed in Items 3.1.1.9-3.1.1.10 (A-F) can be found through our most popular and completely customize-able Sold Asset Report. This report boasts more than 45 data fields that can pull any information about any of the WVDOH’s auctions in one report. Not only is it convenient to have all of the information in one place, but this report can be quickly accessed personally by the WVDOH from their account in perpetuity and can be easily exported to Microsoft Excel. For more information about this innovative report, see [page 28](#).

## 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 (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 payment number, and total sold amount, total fee, total net results, total taxes, etc.
- ◆ **Timeline:** auction start/end dates and times, buyer payment date, asset pick up date, remittance payment date
- ◆ **Credits:** credit date, reason, & ability to filter out credits

**Sold Asset Report**

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

**Asset**

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

**Auction**

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

**Buyer**

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

**Monetary**

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

Start Date:     End Date:

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

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

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

**G. All reports shall be submitted to the WVDOH within 5 business days.**

All reports in the GovDeals system are available in real time and will be accessible to the WVDOH through their account. All reports can be pulled by the WVDOH at any time, for any date range, or provided by your Client Account Manager upon request. See the following pages for additional information about our transparent reporting capabilities and examples of some of our most used reports.

**Detailed Reporting to Ensure Compliance with the WVDOH's Surplus Policy**

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

Through GovDeals' robust online platform, your procurement department and end users will have full transparency through secure auditable reporting of surplus sale items, the number of bids received, date and time of each bid, and the names of winning bidders, as well as cumulative data in any date range chosen. These real-time reports will provide purchasing officials with peace of mind that their processes are indeed compliant with their surplus disposition policies. Additionally, the most recent 12 months of GovDeals' online auction results may be viewed by anyone searching at GovDeals.com, providing transparency to the general public.

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

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

**Invoicing Report**

The Invoicing Report, also referred to as the reconciliation statement, details all assets sold each month. This statement is available 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.

Asset Description	Inventory ID	Date Sold	Sold \$	Fee %	Fee \$	Certificate ID	Credit Date	Credit \$
Street Broom-Pull Behind / Used / DS16-0251-1	DS16-0251-15 / WKCC /	11/14/16	\$27.00	0	\$0.00*	199-1114161930-6897	Credit	Reversal
Hunter Wheel Balance Machine / Used / DS17-00	DS17-0088-1 / Bullitt	1/16/17	\$152.00	MIN	\$0.00*	215-0116171930-6897		
2006 EX GO Golf Cart / Usable / Unit 15 / DS1	Unit 15 / DS17-0085-1	1/16/17	\$2,130.00	MIN	\$0.00*	217-0116171954-6897		
Cushman 5th Wheel Top Dresser / Used But Read	DS16-0259-2 / Top Dre	1/19/17	\$750.00	MIN	\$0.00*	214-0119172000-6897		
2004 EZ GO Golf Cart / Usable / Unit 5 / DS17	DS17-0085-2 / Unit 5	1/23/17	\$1,527.00	MIN	\$0.00*	218-0123171939-6897		
Snap-On Tire Changer / Used / Works / DS17-00	DS17-0088-2 / Tire Ch	1/23/17	\$877.00	MIN	\$0.00*	216-0123172000-6897		
2004 EZ GO Golf Cart / Usable / Good / DS17-0	DS17-0085-5 / Unit 38	1/30/17	\$2,070.00	MIN	\$0.00*	219-0130171954-6897		
			\$7,506.00		\$0.00			\$0.00

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

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.

The Invoicing Report can be departmentalized. Even if proceeds are sent to a general fund, departmental invoicing is available, wherein invoices are separated by department to facilitate efficient reconciliation. Below are examples of Departmental Billing invoices and reports that many of our large municipal clients find extremely beneficial to centralize their surplus procedure and accounting reconciliation, while maintaining divisional autonomy in the day-to-day operation.

GovDeals <sup>®</sup> A Liquidity Services Marketplace		Cedar Rapids, IA City Services - Information Technology 101 1st St SE		Agency Contact: Lori Haskell Invoice #: 484-052016 Invoice Date: 5/1/2016-5/31/2016 Due Date: 6/30/2016				
Cedar Rapids, IA 52401-1205								
Asset Description	Inventory ID	Date Sold	Sold \$	Fee %	Fee \$	Certificate ID	Credit Date	Credit \$
HP Printers - Lot 194	30-16	5/6/16	\$90.00	MIN	\$5.00*	1750-0506161900-484		
HP Storage Equipment - Lot 1	44-16	5/16/16	\$10.00	MIN	\$5.00*	1764-0516161900-484		
HP 1-U Rack Mount Server - Lot 4	45-16	5/16/16	\$5.00	MIN	\$5.00*	1765-0516161915-484		
HP 2-U Rack Mount Server - Lot 5	46-16	5/16/16	\$5.00	MIN	\$5.00*	1766-0516161930-484		
Lenel 4-U Generic Server / Workstation - Lot	47-16	5/17/16	\$5.00	MIN	\$5.00*	1767-0517161900-484		
HP 1-U Rack Mount Server - Lot 7	48-16	5/17/16	\$8.50	MIN	\$5.00*	1768-0517161915-484		
HP 1-U Rack Mount Server - Lot 8	49-16	5/17/16	\$7.00	MIN	\$5.00*	1769-0517161930-484		
Server Memory (RAM) Lot 9	57-16	5/17/16	\$16.00	MIN	\$5.00*	1777-0517161945-484		
HP Power Supplies - Lot 10	58-16	5/17/16	\$5.00	MIN	\$5.00*	1778-0517162000-484		
NetApp Data Storage Equipment - Lot 2	60-16	5/30/16	\$11.00	MIN	\$5.00*	1780-0530161900-484		
NetApp Data Storage Equipment - Lot 3	61-16	5/30/16	\$11.00	MIN	\$5.00*	1781-0530161915-484		
			\$173.50		\$55.00			\$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:** \$55.00  
**Prior Sales Credits:** \$0.00  
**Current Credits:** \$0.00  
**Fees Withheld:** \$55.00

GovDeals <sup>®</sup> A Liquidity Services Marketplace		Cedar Rapids, IA City Services - Fleet 101 1st St SE		Agency Contact: Lori Haskell Invoice #: 484-052016 Invoice Date: 5/1/2016-5/31/2016 Due Date: 6/30/2016				
Cedar Rapids, IA 52401-1205								
Asset Description	Inventory ID	Date Sold	Sold \$	Fee %	Fee \$	Certificate ID	Credit Date	Credit \$
1988 GMC TK30903 (Unit 4-1060)	37-16	5/2/16	\$1,407.63	5.00	\$70.38*	1756-0502161900-484		
1992 Ford F350 (Unit 4-1160)	38-16	5/2/16	\$3,350.00	5.00	\$167.50*	1757-0502161915-484		
1995 GMC 7000 Topkick (Unit 1-0340)	39-16	5/2/16	\$3,550.00	5.00	\$177.50*	1758-0502161930-484		
2000 International 4700 (Unit 1-0350)	40-16	5/3/16	\$5,900.00	5.00	\$295.00*	1759-0503161900-484		
John Deere ATV (Unit 4-613)	42-16	5/3/16	\$1,450.00	5.00	\$72.50*	1761-0503161930-484		
1990 Trailking Flatbed Lowboy Trailer (Unit 1	41-16	5/4/16	\$14,000.00	5.00	\$700.00*	1760-0504161137-484		
2000 Taylor Dunn Electric Cart - Unit 2-0700	50-16	5/12/16	\$800.00	5.00	\$40.00*	1770-0512161900-484		
2003 Taylor Dunn Electric Cart - Unit 2-281	51-16	5/12/16	\$1,100.00	5.00	\$55.00*	1771-0512161915-484		
2009 Ford Crown Victoria - Unit 5-0940	52-16	5/12/16	\$725.00	5.00	\$36.25*	1772-0512161930-484		
2007 Ford Crown Victoria - Unit 5-060	54-16	5/13/16	\$500.00	5.00	\$25.00*	1774-0513161900-484		
EZ-GO Electric Cart - Unit 2-285	55-16	5/13/16	\$222.50	5.00	\$11.12*	1775-0513161915-484		
2005 Ford Crown Victoria - Unit 5-1220	56-16	5/13/16	\$1,000.00	5.00	\$50.00*	1776-0513161930-484		
Rotomist Trailer Mounted Tree Spraying Unit	59-16	5/18/16	\$205.00	5.00	\$10.25*	1779-0518161900-484		
1999 Dodge Ram Topper - #4-323	53-16	5/31/16	\$20.00	MIN	\$5.00*	1773-0531161900-484		
			\$34,230.13		\$1,715.50			\$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:** \$1,715.50  
**Prior Sales Credits:** \$0.00  
**Current Credits:** \$0.00  
**Fees Withheld:** \$1,715.50

GovDeals <sup>®</sup> A Liquidity Services Marketplace		Cedar Rapids, IA Usher's Ferry 101 1st St SE		Agency Contact: Lori Haskell Invoice #: 484-052016 Invoice Date: 5/1/2016-5/31/2016 Due Date: 6/30/2016				
Cedar Rapids, IA 52401-1205								
Asset Description	Inventory ID	Date Sold	Sold \$	Fee %	Fee \$	Certificate ID	Credit Date	Credit \$
Lakeside Parlor Pump Organ	43-16	5/4/16	\$108.00	5.00	\$5.40*	1762-0504161900-484		
			\$108.00		\$5.40			\$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:** \$5.40  
**Prior Sales Credits:** \$0.00  
**Current Credits:** \$0.00  
**Fees Withheld:** \$5.40

### 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 payment to the seller.

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

**Paid For & Picked Up Report**

Filter by: Not Paid

Submit 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
66	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
					<b>\$14,160.00</b>	<b>\$300.00</b>	<b>\$0.00</b>	<b>\$14,460.00</b>	<b>\$0.00</b>	<b>\$14,460.00</b>		

**Paid For & Picked Up Report**

Filter by: Paid, Not Picked Up

Submit Export to Excel

ID	Inv ID	Description	Buyer Name	End Date/Time	High Bid	Tax	Add'l Fees	Total	GovDeals Fee	Net Pay	Paid	Status	Reminder
6344	7D06 01	50 PIECES OF GUARDRAIL	Bank	5/10/16 6:30 PM	\$2,102.00*	\$0.00		\$2,102.00	-\$162.15	\$1,999.85	5/10/16		6/20/16
6345	7D06 02	50 PIECES OF GUARDRAIL	Bank	5/10/16 6:35 PM	\$2,203.00*	\$0.00		\$2,203.00	-\$165.22	\$2,037.78	5/10/16		6/20/16
6347	7D06 04	25 PIECES OF GUARDRAIL	Bank	5/10/16 6:45 PM	\$1,257.00*	\$0.00		\$1,257.00	-\$94.27	\$1,162.73	5/10/16		6/20/16
6348	7D06 05	60 PIECES OF GUARDRAIL	Bank	5/10/16 6:50 PM	\$1,304.00*	\$0.00		\$1,304.00	-\$97.80	\$1,206.20	5/10/16		6/20/16
6349	7D06 06	100 PIECES OF GUARDRAIL	Bank	5/10/16 6:55 PM	\$2,257.00*	\$0.00		\$2,257.00	-\$169.27	\$2,087.73	5/10/16		6/20/16
6375	7D47 01	5,000 GALLON ASPHALT TANK	Judy Frigo	6/9/16 6:45 PM	\$9.00*	\$0.00		\$9.00	-\$5.00	\$4.00	6/23/16		6/23/16
6376	7D47 02	10,000 GALLON ASPHALT TANK	Judy Frigo	6/9/16 6:50 PM	\$9.00*	\$0.00		\$9.00	-\$5.00	\$4.00	6/23/16		6/23/16
6377	7D47 03	15,000 GALLON ASPHALT TANK	Judy Frigo	6/9/16 6:55 PM	\$7.00*	\$0.00		\$7.00	-\$5.00	\$2.00	6/23/16		6/23/16
6378	7DGS 01	FILE CABINET - 5 DRAWER	Robert Green	6/9/16 7:00 PM	\$7.00*	\$0.00		\$7.00	-\$5.00	\$2.00	6/23/16		6/23/16
6384	7D31 01	SCAG WALK BEHIND LAWN MOWER	Jenny Morgan	6/20/16 6:15 PM	\$779.00*	\$0.00		\$779.00	-\$38.42	\$720.58	6/24/16		6/24/16
6385	7D31 02	SCAG WALK BEHIND LAWN MOWER	Jenny Morgan	6/20/16 6:20 PM	\$793.00*	\$0.00		\$793.00	-\$39.47	\$733.53	6/24/16		6/24/16
6386	7D22 01	1,500 Gallon Tank	Janice Bright	6/20/16 6:25 PM	\$135.01*	\$0.00		\$135.01	-\$10.13	\$124.88	6/21/16		6/21/16
6387	7D22 02	10,000 Gallon Tank	Janice Bright	6/20/16 6:30 PM	\$173.01*	\$0.00		\$173.01	-\$12.98	\$160.03	6/21/16		6/21/16
6388	7D31 03	CONCRETE SAW	Chris Loney	6/20/16 6:35 PM	\$72.00*	\$0.00		\$72.00	-\$5.40	\$66.60	6/21/16		6/21/16
					<b>\$11,167.02</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$11,167.02</b>	<b>\$855.11</b>	<b>\$10,311.91</b>			

Remind Buyers with a Single Click

**Paid For & Picked Up Report**

Filter by: Paid, Picked Up

Search by Payment: \_\_\_\_\_

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

Submit Export to Excel

ID	Inv ID	Description	Buyer Name	End Date/Time	High Bid	Tax	Add'l Fees	Total	GovDeals Fee	Net Pay	Picked Up	Payment #	Payment Date
<b>Electronic Payments Received from GovDeals</b>													
827	827	Alamo Auto Lifts	Jeremiah	6/1/16 11:00 AM	\$1,275.00*	\$105.19		\$1,380.19	-\$95.62	\$1,284.57	6/20/2016	81098	6/30/16
828	828	Overhead Doors	Garry	6/1/16 11:30 AM	\$105.00*	\$8.66		\$113.66	-\$7.87	\$105.79	6/29/2016	81540	7/7/16
829	829	Exercise Station	Caesar	6/1/16 12:09 PM	\$660.00*	\$54.45		\$714.45	-\$49.50	\$664.95	6/15/2016	80687	6/22/16
830	830	Weight Rack	Justin	6/1/16 12:30 PM	\$385.00*	\$31.76		\$416.76	-\$28.87	\$387.89	6/3/2016	79809	6/9/16
831	831	Weight Lifting Equipment	Jesus	6/1/16 1:00 PM	\$290.00*	\$23.92		\$313.92	-\$21.75	\$292.17	6/9/2016	80231	6/15/16
832	832	1999 Buick Regal GS	Herbert	6/15/16 10:09 AM	\$550.00*	\$0.00		\$550.00	-\$41.25	\$508.75	6/20/2016	81098	6/30/16
833	833	1990 Nisan Slanza XE	Roberto	6/15/16 10:30 AM	\$70.00*	\$0.00		\$70.00	-\$5.25	\$64.75	6/20/2016	81098	6/30/16
834	834	1999 Ford Escort ZX2	Juan	6/15/16 11:00 AM	\$220.00*	\$0.00		\$220.00	-\$16.50	\$203.50	6/29/2016	81540	7/7/16
835	835	1999 Ford Explorer XL 2WD	cobra	6/15/16 11:36 AM	\$710.00*	\$0.00		\$710.00	-\$53.25	\$656.75	6/21/2016	81098	6/30/16
840	840	Wall Mirrors	Jason	6/29/16 12:00 PM	\$35.00*	\$2.89		\$37.89	-\$5.00	\$32.89	6/30/2016	81540	7/7/16
					<b>\$4,300.00</b>	<b>\$226.87</b>	<b>\$0.00</b>	<b>\$4,526.87</b>	<b>\$324.86</b>	<b>\$4,202.01</b>			
Total Received from GovDeals: \$4,202.01													
* Total GovDeals Fees Withheld: \$324.86													
<b>Electronic Payments Owed by GovDeals</b>													
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 Switch boxes	rogelio	6/11/16 10:30 AM	\$55.00*	\$4.54		\$59.54	-\$5.00	\$54.54	7/6/2016		
836	836	Exercise Station	ernesto	6/29/16 10:09 AM	\$660.00*	\$54.45		\$714.45	-\$49.50	\$664.95	7/6/2016		
					<b>\$715.00</b>	<b>\$58.99</b>	<b>\$0.00</b>	<b>\$773.99</b>	<b>\$54.50</b>	<b>\$719.49</b>			
Total Owed by GovDeals: \$719.49													
* Total GovDeals Fees to Withhold: \$54.50													

### 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 697 LBS ****PICK UP ONLY****	2/6/17 10:46 AM	2/8/17 10:56 AM	2/15/17 10:05 AM	\$50.00	\$2.00	\$0.00	0	\$50.00	
6703	16944	1	Approx 3 LB Gold Tone Jewelry #16944	2/6/17 10:48 AM	2/8/17 10:59 AM	2/15/17 10:15 AM	\$25.00	\$5.00	\$0.00	0	\$25.00	
6704	16841	1	Misc Electronics 8 lbs #16841	2/6/17 10:49 AM	2/8/17 11:00 AM	2/15/17 10:00 AM	\$10.00	\$2.00	\$0.00	0	\$10.00	
6706	16956	1	Approx 13 lbs Assorted Multitools #16956	2/6/17 10:52 AM	2/10/17 11:02 AM	2/17/17 10:10 AM	\$25.00	\$2.00	\$0.00	0	\$25.00	
6708	16894	1	Approx 10 Assorted Leatherman Multitools Approx 5 lbs. 16894	2/6/17 10:55 AM	2/10/17 11:05 AM	2/17/17 10:05 AM	\$25.00	\$5.00	\$0.00	0	\$25.00	
6710	16848	1	Approx 16 lbs Assorted Victorinox Knives #16848	2/6/17 10:57 AM	2/10/17 11:07 AM	2/17/17 10:15 AM	\$25.00	\$5.00	\$0.00	0	\$25.00	
6711	16898	0	Approx 10 Assorted Gerber Multitools 6 lbs #16898	2/6/17 10:58 AM			\$0.00	\$0.00	\$0.00		\$0.00	
6712	16898	1	Approx 10 Assorted Gerber Multitools 6 lbs #16898	2/6/17 10:58 AM	2/8/17 11:09 AM	2/15/17 10:10 AM	\$25.00	\$5.00	\$0.00	0	\$25.00	
6713	16855	1	Approx 5 Assorted Purses #16855 5 lbs	2/6/17 11:00 AM	2/8/17 11:10 AM	2/15/17 10:20 AM	\$15.00	\$1.00	\$0.00	0	\$15.00	
6714	16887	1	Assorted Lighters #16887 ****PICK UP ONLY****	2/6/17 11:01 AM	2/10/17 11:11 AM	2/17/17 10:00 AM	\$25.00	\$2.00	\$0.00	0	\$25.00	
6715	16940	1	Approx 5 lbs Silver Tone Jewelry #16940	2/6/17 11:02 AM	2/10/17 11:13 AM	2/17/17 10:20 AM	\$25.00	\$2.00	\$0.00	0	\$25.00	

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

**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
			<b>\$0.00</b>	<b>\$709.00</b>					

**3.1.1.11 Vendor shall remove all items from the online auction list at the close of auction.**

At the close of auction, all assets are immediately removed from the active auction list and, if awarded, placed in Not Paid Status. If an asset does not receive any bids, the WVDOH can decide to relist them immediately or remove them from the asset list. Your Client Account Manager can advise the WVDOH on strategies to facilitate new bids for any assets that went unawarded in the initial auction.

**3.1.1.12 Vendor shall have in place a computerized auction program capable of:**

**A. Listing all items to be auctioned, identifying items by lot number.**

Agreed. All assets are given individual lot numbers for identification and placed on the auction list within the WVDOH's personal account. Lot numbers are also included on WVDOH's auction reports. All active assets are also displayed within appropriate categories on the GovDeals website to encourage maximum bidder participation.

**B. Identifying sale item, amount and purchaser.**

Each lot will have its own auction bid page that shows all identifying details, as well as the Terms & Conditions, to bidders (see example of Auction Listing on [pages 42-46](#)). Once an asset is awarded, the winning bidder is automatically emailed a Buyer's Certificate, 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. For examples of these certificates, see [page 35](#).

**C. Printing 2 copies of receipts for the purchaser with details of items purchased, to include:**

- 1. Bidder Number**
- 2. Name and address**
- 3. Lot and item purchased**
- 4. VIN Number/ED Number**
- 5. Price**

As stated above, the purchaser receives a Buyer's Certificate that contains this information via email immediately. This certificate can list customized removal instructions that state that the buyer is required to bring two printed copies of the Buyer's Certificate when they come to retrieve their purchased asset. WVDOH will also receive a version of this document with buyer's name and information, referred to as the Seller's Certificate. See [page 35](#).

The winning bidder will also be emailed a receipt after a successful transaction, 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. See [page 35](#) for an example of the receipt.

### 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](mailto:Accounting@Govdeals.com)  
 Sent: Wednesday, July 06, 2016 3:44 PM  
 To: \*\*\*@gmail.com  
 Subject: GovDeals.com Payment Received

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

The following assets are ready for pickup:

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

GovDeals Seller's Certificate: 2-0126151849-7248

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

BUYER (#716433)		SELLER (#7248)	
Name:	DAVID [REDACTED]	Agency:	Trinity County Health and Human Services, CA
Company:	na	Contact:	Dave [REDACTED]
Title To:	DAVID [REDACTED]	Phone:	530-718-2000
Phone:	530-718-2000	Fax:	530-688-1000
Email:	dave@trinitycounty.org	Email:	dave@trinitycounty.org
Address:	104 [REDACTED] [REDACTED] [REDACTED] CA [REDACTED]	Address:	51 Industrial Pk Way Weaverville, CA 96093

ITEM INFORMATION FOR ASSET ID: 2

Item:	2001 Ford Expedition XLT 4WD		
Pick Up Location:	51 Industrial Pk Way Weaverville, CA 96093		
Inventory ID:	2	Account ID:	7248
Condition:	See Description	Quantity:	1 each
Make/Brand:	Ford	Model:	Expedition
VIN/Serial:	1FMRU16W31B44912	Model Year:	2001
Meter:	132,438 Miles	Title Restrictions:	No

Date	Item	Amount
01/26/2015 6:49 PM	2001 Ford Expedition XLT 4WD	\$1,710.00
	Tax	7.5000% \$128.25
	Buyer's Premium	10.000% \$171.00
	<b>Total</b>	<b>\$2,009.25</b>

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

## **D. Sending e-mails to registered users notifying them of auctions.**

Agreed. GovDeals' "favorites" feature allows bidders to be notified by email when new items from any selected category or search criteria are sent to auction. While it would be unreasonable to notify all of our 930,000 bidders anytime a seller has items up for auctions, our Favorites feature enables prospective bidders to register to receive notifications of asset categories or all auctions by specific sellers. Examples of "favorites" could include heavy equipment auctioned in West Virginia; Ford trucks within 50 miles of Charleston; or all assets auctioned by the WVDOH. We also employ marketing strategies to target potential bidders by sending email blasts (e-Flyers) to previous bidders and buyers of relevant categories.

### **3.1.1.12.1 Vendor shall accept cash, credit card, wire transfer and certified checks as method of payment.**

While GovDeals does not accept cash or checks of any kind for payment by bidders, we do accept payment by credit/debit card (Visa, MasterCard, Discover, and American Express are accepted), PayPal, or wire transfer. Our buyers have expressed time and again how much they appreciate the ability to pay online as it is incredibly simple and convenient, as well as immediate.

### **3.1.1.13 Vendor shall accept responsibility of all money generated from the sale. Vendor shall provide the West Virginia Division of Highways, Equipment Division Director or his designee a summary of the auction within 1 hour of close of the auction. Vendor must remit the first payment of all funds collected within 15 days to the West Virginia Division of Highways, Equipment Division Director or Designee within 15 calendar days of auction close along with a detailed list of auction items, buyer's number and information, price, method of payment. Vendor must remit the remainder of all funds collected within 30 calendar days of the close of the auction. Buyers shall have 10 working days excluding state holidays from date of sale to remit payment and remove items purchased.**

GovDeals accepts responsibility for chargebacks and fraud that may occur, so the Equipment Division will not be liable for any payment disputes. After the auction closes, the Equipment Division will immediately be emailed a Seller's Certificate for the asset that states the bidder's name, company name if applicable, address, telephone number, bidder ID number, item description, asset ID, and sold amount.

Our standard practice is to remit payment via ACH on a weekly basis. The WVDOH Equipment Division will receive full payment for their auction sales within a week of an asset being picked up by the buyer. The buyer is required to pick up the asset within 10 days (or less, if preferred by the Equipment Division) after auction closes. If WVDOH prefers to receive proceeds twice monthly or on an alternative time frame, GovDeals will be happy to discuss these options.

### **3.1.1.13.1 Buyer must remit full invoice payment prior to release of items purchased.**

Agreed. The buyer is required to remit full payment to GovDeals within 5 business days after auction close and must make this payment prior to picking up the items.

## **Auction Process & Timeline**

GovDeals offers a comprehensive, turnkey, live web-based auction platform for the Equipment Division's surplus sales needs. We will provide online auction services, recordkeeping, server security and auction website reliability, marketing services, payment collection, and hands-on training and support in order to

ensure the successful operation of the Equipment Division's surplus property auctions. Our auction platform can be used on an ongoing, as-needed basis, and assets are auctioned as-is, where-is, and without warranty.

Although the GovDeals platform is designed for the efficiency of self-service, we extend a hands-on service commitment to the Equipment Division, wherein GovDeals will take photos and post assets to auction twice a year.

Your GovDeals Client Account Manager will schedule on-site appointments with the Equipment Division twice per year as requested for GovDeals to lot, take photos, and post the Equipment Division's surplus assets and descriptions to our auction website. The Equipment Division will then be able to monitor its online auctions and answer questions from bidders. Auctions can be withdrawn at any time by the Equipment Division or by GovDeals at the Equipment Division's request.

When the auction closes, GovDeals will provide documentation of the sale and will collect payment from buyers. Buyers will then schedule removal appointments directly with the Equipment Division. Throughout the auction cycle, GovDeals will also provide dedicated service for problem solving and case-by-case strategy recommendations, including marketing, best practices, remittance and recordkeeping services, and technical support.

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



The Equipment Division's GovDeals Client Account Manager will schedule an on-site service appointment with the Equipment Division twice per year. At the service appointment, the Client Account Manager will take multiple photographs of each surplus asset/lot to be auctioned and will also fill out asset inspection forms for all assets.



The Client Account Manager will upload photos to the Equipment Division's GovDeals account and will use the asset inspection forms to post descriptions for each auction. Upon request, the Equipment Division may review draft auctions before they are sent live.



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



The auction(s) will be open for bidding for 7-10 days, in most cases. While the auction is live, the Equipment Division can monitor progress of its auctions at [www.GovDeals.com](http://www.GovDeals.com). The Equipment Division should answer any bidder questions that may be posted via the

### Conducting Auctions During the COVID-19 Pandemic

- GovDeals eliminates the need for a crowd to gather
- Only winning bidders are required to come on-site to pick up property
- Pickup can easily be scheduled around the WVDOH's restricted office hours & visitor procedures
- Posting a video of an asset (i.e. vehicle motor running) serves as "virtual inspection"
- Electronic transfer of Bill of Sale
- Option to send title to buyer by mail

GovDeals Q&A system. The City’s Client Account Manager will also monitor auctions for quality assurance.



After each auction has ended, the Equipment Division will automatically be emailed a Seller’s Certificate with details of the sale and contact information for the winning bidder; and the winning bidder will automatically be emailed a Buyer’s Certificate with sale and payment details. A sample certificate is provided on **page 35**.



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



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



When the Equipment Division marks the asset “Picked Up” in the GovDeals system, GovDeals will remit payment for the asset. Assets marked “Picked Up” by Friday will be included in the next week’s payment cycle. GovDeals will withhold the agreed-upon fee and will electronically remit the balance to the Equipment Division. GovDeals will also remit applicable taxes to the appropriate taxing authorities.



The Equipment Division’s remittance payment may be sent to multiple WVDOH accounts as desired, such as individual selling departments. Even if sent to a general fund, data can easily be separated out for auditing purposes using a department code, and all reports are exportable to Excel.



GovDeals accepts responsibility for chargebacks and fraud that may occur, so the Equipment Division will not be liable for any payment disputes. GovDeals may request a copy of the signed Bill of Sale from the Equipment Division in the case of a payment dispute after an asset has been removed by the buyer.



## COVID-19 Action Plan

In March 2020, GovDeals and the majority of our clients faced unprecedented circumstances when the COVID-19 pandemic suddenly disrupted government and business standard operations. Fortunately, the GovDeals system has many built-in functions that have enabled government entities to continue liquidating surplus despite limited office hours and protracted social distancing guidelines.

GovDeals offers built-in tools to facilitate documentation such as electronic transfer of Bills of Sale. Social distancing guidelines can be strictly followed, and the Equipment Division's employees only need to encounter the winning bidder when they come to retrieve their asset(s), which can be scheduled around the Equipment Division's visitor restrictions. Additionally, posting a video of an asset (i.e. vehicle motor running) serves as a "virtual inspection," preventing multiple visitors on site to inspect assets. GovDeals also implemented procedures to enable our clients the option of sending titles to buyers by mail, and an Authorization of Release document can be added to auction listings for the buyer to complete prior to pickup.

We also encourage our clients to edit their removal instructions on auction listings and Bills of Sale to reflect any relevant procedural changes the Equipment Division may have implemented during the ongoing pandemic. Your Client Account Manager will assist with these changes if desired.

### **3.1.1.14 Finality of the sale: All property shall be sold "as is" and "where is." The West Virginia Division of Highways does not make a warranty of any kind implied or express as to the condition of the articles offered for sale. All sales are final. All advertising materials shall include this disclaimer. West Virginia Division of Highways is not responsible for any inconsistencies regarding information provided to bidders from the Auctioneer. Any disputes regarding final sales is the sole responsibility of the Auctioneer to resolve.**

Agreed. All auctions carry Terms and Conditions, which bear the disclaimer that all assets are sold "as is, where is, and without warranty", and all bidders must agree to the Terms & Conditions before bidding. Once the winning bidder picks up their asset, a Bill of Sale will be automatically populated with the seller's information (including WVDOH 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 WVDOH 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.

GovDeals accepts responsibility for chargebacks and fraud that may occur, so the WVDOH will not be liable for any payment disputes. GovDeals may request a copy of the signed Bill of Sale from the WVDOH in the case of a payment dispute after an asset has been removed by the buyer.

Pennsylvania State Surplus, PA 2221 Fowler St Harrisburg, PA 17108-1726				
<b>Bill of Sale Date:</b> 01/27/2017 <b>Asset ID:</b> 8836		<b>Bill of Sale Number:</b> 1272017 <b>Inventory ID:</b> 0294		
<b>Description of Property</b> ASSORTED MONITORS ****PICK UP ONLY****				<b>Award Amount</b> 806.00
<b>Asset Information</b>				
	<b>Year:</b>	<b>Make/Brand:</b>	<b>Model:</b>	<b>VIN/Serial:</b>
	<b>Meter:</b>	<b>Title Restriction:</b>		
<b>Sale Information</b>				
<b>Actual Sold Amount:</b>	\$806.00	<b>Paid On:</b> 01/27/2017 by PayPal		
<b>Other Amount:</b>	\$0.00	<b>Other Amount Description:</b>		
<b>Buyer's Premium:</b>	\$80.60	<b>Tax Rate:</b> 0%		
<b>Tax Amount:</b>	\$0.00			
<b>Total Amount:</b>	\$886.60	* Taxable Items		
Newark, NJ 07112-1128 USA @hotmail.com 973-		Asset is sold as is, where is and without warranty. Once the asset is removed from the seller's premises there is no refund of monies previously paid. Buyer/Agent Signature: _____ Print Name: _____ Date: _____		

**3.1.1.15 Vendor must have at least three (3) years' experience in conducting electronic auctions of a similar nature to those contemplated herein.**

GovDeals has been conducting online auctions for over 19 years. Today, more than 14,000 state and local governments have transitioned some or all of their surplus auctions to GovDeals.com, and our company has facilitated the sale of over 1.9 million government-owned assets/lots for total auction sales surpassing \$2.3 billion. In the past 3 years alone, 31 state-level government entities have successfully sold over 102,500 surplus assets/lots for total auction sales exceeding \$119.8 million. See [pages 42-46](#) for examples of auctions conducted on GovDeals.com.

**3.1.1.16 Vendor must be able to demonstrate/provide proof, via references, samples, reports, etc., that it has contract, or has had contracts, in place to auction items of a similar nature to those contemplated herein. Please complete the References & Site Requirements Submission form, included as (Exhibit B), and included with vendor's bid submission. All or none of these clients may be contacted by the Agency to determine the ability of the Vendor and the level of satisfaction with the Vendor. The West Virginia Division of Highways reserves the right to contact any person or entity it believes prudent and to inquire about the Vendor.**

Government Agency	Greenbrier Valley Airport
Contact Name & Title	Matt Wyant, Lineman
Address	584 Airport Rd, Lewisburg, WV 24901
Phone Number	(304) 645-3961
Email Address	<a href="mailto:matthewwyant@gvairport.com">matthewwyant@gvairport.com</a>
GovDeals Client Since	2018
Number of Auctions	85
Total Sales	\$337,858
Types of Assets Sold	Aviation, heavy equipment, industrial equipment, generators

Government Agency	Charleston, WV
Contact Name & Title	Kevin Oxley
Address	501 Virginia St. East, Charleston, WV 25301
Phone Number	(304) 348-6850
Email Address	<a href="mailto:Kevin.oxley@cityofcharleston.org">Kevin.oxley@cityofcharleston.org</a>
GovDeals Client Since	2009
Number of Auctions	771
Total Sales	\$2.8 million
Types of Assets Sold	Heavy equipment, heavy duty trucks, automobiles, SUVs

Government Agency	Central West Virginia Drug Task Force
Contact Name & Title	Sgt. Shannon Morris
Address	700 Main St., Summerville, WV 26651
Phone Number	(304) 872-0377
Email Address	<a href="mailto:smorris@fayettesherriff.net">smorris@fayettesherriff.net</a>
GovDeals Client Since	2013
Number of Auctions	23
Total Sales	\$86,870
Types of Assets Sold	Light-duty trucks, automobiles, SUVs, tools

Government Agency	West Virginia State Police
Contact Name & Title	Jeff Perry, Deputy Director
Address	725 Jefferson Rd., South Charleston, WV 25309
Phone Number	(304) 746-2136
Email Address	<a href="mailto:jeffery.d.perry@wvsp.gov">jeffery.d.perry@wvsp.gov</a>
GovDeals Client Since	2014
Number of Auctions	352
Total Sales	\$530,301
Types of Assets Sold	Light-duty trucks, automobiles, SUVs, builder's supplies

### 3.1.1.17 Vendor must have at a minimum two (2) Internet based auctioneers\* (\*clarified to "auctions", per Q&A).

GovDeals has been conducting online auctions for the past 19 years and our success continues to grow every day. On average, we have around 1,000 clients listing about 10,000 assets daily. Our clients' auctions draw over 32 million bids every day, which results in an average of \$30 million in auction proceeds. If chosen to be the WVDOH's online buyer premium auction services provider, GovDeals will assign a 4-person team to your account to help manage the operation and ensure success of WVDOH's auctions.

**Auction Examples on pages 42-46**



Allis-Chalmers Wheel Loader  
Sold By: WVSASP  
42 Bids & Over 1400 Viewers  
**Sold For: \$8,358.63**



1988 Clark Forklift  
Sold By: WVSASP  
44 Bids & Over 1300 Viewers  
**Sold For: \$4,995.00**



2013 Ford Explorer Police 4WD  
Sold By: WV State Police  
64 Bids & Over 1600 Viewers  
**Sold For: \$7,480.00**



2009 Dodge Ram 2500 SLT 4WD  
Sold By: WV State Police  
71 Bids & Over 1600 Viewers  
**Sold For: \$13,640.00**



2002 Caterpillar 430D Backhoe  
Sold By: Virginia Port Authority  
69 Bids & Over 1600 Viewers  
**Sold For: \$26,468.20**  
**Loader**



John Deere 544G Wheel Loader  
Sold By: Virginia Port Authority  
81 Bids & Over 2100 Viewers  
**Sold For: John Deere 544G Wheel  
Loader**



Cub Cadet Riding Mower  
Sold By: West Liberty University, WV  
71 Bids & Over 800 Viewers  
**Sold For: \$1,752.25**



Turbo Bobcat & Attachments  
Sold By: West Liberty University, WV  
33 Bids & Over 1700 Viewers  
**Sold For: \$5,133.44**



<p>2009 Yamaha Rhino UTV Sold By: US 119 Drug Task Force, WV 76 Bids &amp; Over 2500 Viewers <b>Sold For: \$4,719.75</b></p>	<p>Polaris Sportsman 500 Sold By: US 119 Drug Task Force, WV 33 Bids &amp; Over 3600 Viewers <b>Sold For: \$2,580.90</b></p>
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<p>2015 Kaufman Trailer w/ Welder Sold By: WV State Tax Department 63 Bids &amp; Over 1200 Viewers <b>Sold For: \$7,509.69</b></p>	<p>Snap On Mechanics Tool Chest Sold By: WV State Tax Department 7 Bids &amp; Over 2100 Viewers <b>Sold For: \$13,200.00</b></p>
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2005 Mack Dump Truck  
Sold By: WVSASP  
120 Bids & Over 1400 Viewers  
**Sold For: \$27,625.50**



t1998 Ford F800  
Sold By: WVSASP  
81 Bids & Over 1600 Viewers  
**Sold For: \$14,710.50**



Electrolysis Hydrogen Filling Station  
Sold By: West Virginia University  
1 Bid & Over 200 Viewers  
**Sold For: \$16,695.00**



Monarch Series 61 Engine Lathe  
Sold By: West Virginia University  
39 Bids & Over 1400 Viewers  
**Sold For: \$5,616.60**



CAT AP-1000B Asphalt Paver  
Sold By: Bluefield, WV  
11 Bids & Over 1500 Viewers  
**Sold For: \$33,750.00**



Caterpillar D-7 Bulldozer  
Sold By: Greenbrier Co. Airport, WV  
66 Bids & Over 1700 Viewers  
**Sold For: \$28,153.12**



48 Dell Computers and 8 Laptops  
Sold By: State of Maryland  
53 Bids & Over 700 Viewers  
**Sold For: \$10,610.60**



t1998 Ford F800  
Sold By: State of Maryland  
23 Bids & Over 600 Viewers  
**Sold For: \$9,116.00**