STATE OF UTAH "BEST VALUE" COOPERATIVE CONTRACT  
CONTRACT NUMBER: PA2161  

April 20, 2016

Revision number: 2  
Purchasing Agent: Nick Hughes  
Phone #: 801-538-3148  
Email: nhughes@utah.gov

Item: Online Auction Services (WSCA-NASPO)

Vendor: VC0000118141  
GovDeals, Inc.  
5907 Carmichael Place  
Montgomery, AL 36117

Internet Homepage:  
www.govdeals.com

General Contact:  
Steve Kranzusch  
Telephone: 334-462-3962  
Email: skranzusch@govdeals.com

Sales Contact:  
Rebecca Murphy  
Telephone: 980-254-8908  
Email: rmurphy@govdeals.com

Usage Report Contact:  
Beth Davis  
Telephone: 334-274-3840 x4457  
Email: accounting@govdeals.com

Reporting Type:  
Summary

Price:  
See attached pricing

Terms:  
Net 30

Effective dates:  
8/20/2014 – 8/19/2018

Potential Renewal Options:  
Six - one year renewals

Price guarantee period:  
1 Year

Minimum order:  
1 item

Revision #2: Contract has been extended through August 19th of 2018

WSCA-NASPO (NM)  
The administrative fee for this contract is 0.20% and is already included in the contract price.

This contract covers only those procurement items listed. When placing orders, make sure to identify your organization as a government entity and provide the contract number. It is the responsibility of the ordering agency to ensure that the vendor is given the correct delivery and billing address. Agencies should return to the vendor any invoice which reflects incorrect pricing. Other items ordered that are not listed on the contract must be invoiced separately.

State agencies are to place orders directly with the vendor creating a PRC in Finet.

This contract information sheet is subject to change. State Purchasing doesn’t recommend that you print a copy due to the potential to change. Always view contract information online at www.purchasing.utah.gov

Please contact the Purchasing Agent listed above if you have questions or concerns.
Attachment A (Statement of Work)

Contractor agrees to provide all services and equipment to perform Tier One requirements in accordance with Contractor's proposal and the solicitation.

Contractor agrees to provide all services and equipment to perform Tier Two requirements in accordance with Contractor's proposal and the solicitation.

To this end, the Statement of Work includes but is not limited to the following:

1. All hardware, software and servers needed to operate the online auction service will be provided by the Contractor. The Contractor must give the Lead State and Participating Entity full access to their assigned online auction account and the Lead State or other Participating Entity must be allowed to load their auction items via a common internet browser. In the alternative, the Contractor must be able to create the listing in a timely fashion (especially for Tier Three, but Participating Entities in other Tiers may wish to leverage this service as well.) The system shall be available to the Lead State or other Participating Entity 24 hours a day, 7 days a week. Items the Lead State or other Participating Entity wishes to sell can be loaded at any time that best suits the schedule of the Lead State or other Participating Entity.

2. The Contractor will provide and absorb all cost of a secure hosting facility to operate the online auction system and allow the Lead State or other Participating Entity full access to the account. The Lead State or other Participating Entity will not be required to install any additional computer hardware or software at their location. The only requirements will be that the Lead State or other Participating Entity have an internet connection via a common web browser and a digital camera. The auction service shall not interact with any Lead State or other Participating Entity computer hardware, software or data base systems other than accessing its account through a common web browser.

3. All maintenance and upgrades to the hardware and software that the Contractor provides over the term of the contract shall be made at no cost to the Lead State or other Participating Entity.

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

5. All connectivity to the internet shall be accessible through industry standard internet connections, web browsers and email. The system must allow access from Windows based systems.

6. Contractor shall provide all support, including email and telephone support needed to operate the auction site. Live, 24/7 support via online chat, email or toll-free phone.
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7. Contractor shall provide all security systems, anti-virus and firewalls capable of preventing the hacking of any auction information from the auction servers, capable of preventing the assimilation or distribution of viruses and other programs and capable of preventing any bidder from learning the identity of any other bidder.

8. Contractor shall provide contingency plans to backup information and recover information. The Contractor shall have a disaster recovery plan that covers internet failure, electricity failure or systems failures.

9. The system shall allow the Lead State or other Participating Entity to post their own Terms and Conditions for each asset offered for sale and also provide a quick link to the Lead State or other Participating Entity Terms and Conditions. The systems must also provide a section for posting special instructions such as when payment should be made, etc.

10. The Contractor's system should allow the Lead State or other Participating Entity to charge freight costs if the bidder is unable to pick up the winning bid items.

11. The Contractor's systems must be capable of withdrawing and cancelling an auction without penalty. The Contractor shall notify bidders if an auction has been withdrawn and cancelled.

12. Licensure and Insurance
   Contractor must be properly licensed and insured. Contractors shall provide proof of required licensing, as applicable, in Lead State or other Participating Entity, including all applicable licensure and bonding for the proposed services at the time of contracting.

13. Contractor shall provide start-up support to ensure initial agency data is uploaded properly for proper use and management of auctions including but not limited to user access rights and restrictions (including authorization workflows), and buyer and buyer-groups rights and restrictions (if applicable).

14. Contractor shall provide an online training environment to facilitate training new users through hands-on tutorials.

15. Contractor shall provide the level of support as indicated in their proposal.

16. Contractor shall provide verifiable receipts for buyer upon payment (buyer's certificate).

17. Contractor shall provide company policy and/or system restriction on buyer's use of bidding agents.

18. Contractor shall provide fraud detection/prevention in accordance with their proposal.

19. Contractor shall provide security services and support (physical and system) specific to the Auction System in accordance with their proposal, including privacy protection available to buyers and sellers. (Physical security pertains to any servers, staff and facilities that support the Contractor's operations.)
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20. Contractor shall provide any software upgrade capability including new version releases at no additional cost to the Lead State or any Participating Entity.
21. Contractor shall provide a system uptime percentage of % as stated in their proposal as well as providing a schedule of expected downtime maintenance.
22. Contractor shall provide a method of system monitoring to ensure optimal performance.
23. Contractor shall offer system backup and a plan to support auctions if the system is unavailable in accordance with the proposal.
24. Contractor shall provide regular marketing services to improve revenue.
25. Contractor shall provide reports as agreed upon by the parties and in accordance with Contractor's proposal.

In addition to the above, for Tier Two, the Statement of Work includes, but is not limited to, the following:

1. Contractor shall provide a complete accounting of items from pick up to final sale or disposition. Contractor shall be fully responsible for the collection of monies and reimbursement to the Participating Entity. Contractor shall collect and process all taxes due.
2. Contractor shall keep records of all financial matters pertaining to the sales in accordance with generally accepted accounting principles. The financial records must be made available to representatives of the Lead State or other Participating Entity or any other governmental agency with jurisdiction to audit. The records must be maintained for a period of five (5) years after the term of the Master Agreement.
3. Contractor shall provide revenue collection through check, money order and credit card payments in accordance with their proposal.

SITE VISIT:

The Lead State or other Participating Entity, upon request, can coordinate a site visit to include IT, Administration, Accounting, Warehouse and Storage.
Attachment B
(Fee Schedule)

COMMISSION ON SALES

State of Utah Fee Schedule*

<table>
<thead>
<tr>
<th>Annual Volume</th>
<th>Non-FSS Fee (Tier 1 Service)</th>
<th>FSS Fee (Tier 2 Service)</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt; $1 Million (MM)</td>
<td>7.5%</td>
<td>10.0%</td>
</tr>
<tr>
<td>$1 MM to &lt; $2 MM</td>
<td>7.0%</td>
<td>10.0%</td>
</tr>
<tr>
<td>$2 MM to &lt; $3 MM</td>
<td>6.5%</td>
<td>9.5%</td>
</tr>
<tr>
<td>$3 MM to &lt; $4 MM</td>
<td>6.0%</td>
<td>9.0%</td>
</tr>
<tr>
<td>$4 MM to &lt; $5 MM</td>
<td>5.5%</td>
<td>8.5%</td>
</tr>
<tr>
<td>$5 MM or more</td>
<td>5.0%</td>
<td>8.0%</td>
</tr>
</tbody>
</table>

$5 min fee on all successful auctions.

*Fee adjustments will occur on an annual basis. Fee will be adjusted based on previous year’s annual volume. Agencies may pass all or part of auction fee to winning bidders.

Tier 1 Service – See Attachment A above.
Tier 2 Service – See Attachment A above.
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October 3, 2014

FINET COMMODITY CODE(S):
96169-Reverse Auction
96209-Auctioneering Services (to include Internet Type)
99803-Aircraft and Aviation Equipment and Parts, sale of Surplus and Obsolete Items
99805-Agriculture Equipment and Commodities, sale of Surplus and Obsolete Items
99806- Ammunition, Explosives, and Weapons, sale of Surplus and Obsolete Items
99829-Computers, parts and supplies, sale of Surplus and Obsolete Items
99830-Confiscated and Personal Merchandise, sale of Surplus and Obsolete Items
99846-Furniture, sale of Surplus and Obsolete Items
99847-Glass, sale of Surplus and Obsolete Items
99870-Musical Equipment, sale of Surplus and Obsolete Items
99872- Office Equipment, sale of Surplus and Obsolete Items
99875-Paper and Paper Products, sale of Surplus and Obsolete Items

REVISION HISTORY: