

RESOLUTION #09-0720-08

Authorize govdeals.com contract for auction

WHEREAS, Ohio Revised Code (ORC) now allows electronic auctions, and

WHEREAS, Liberty Township routinely has auction and surplus material, and

WHEREAS, staff recommends electronic auction as an approved method, and

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES OF LIBERTY TOWNSHIP, DELAWARE COUNTY, OHIO approves the use of electronic auctions for sale of surplus property pending legal approval of the attached contract.

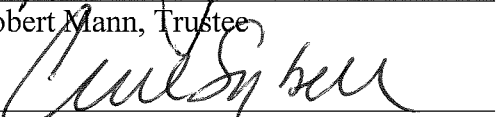
This Resolution shall be in force and become effective immediately upon its execution.

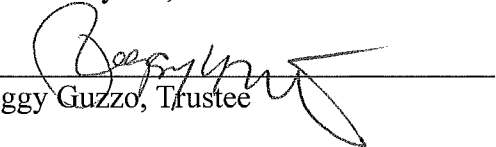
Motion made by Sybert and seconded by Guzzo.

Vote: yes Ms. Guzzo yes Mr. Mann yes Mr. Sybert

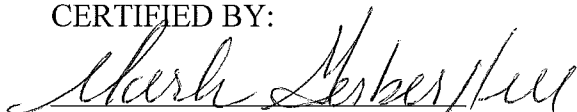
7/20/09
Date


Robert Mann, Trustee


Curtis J. Sybert, Trustee


Peggy Guzzo, Trustee

CERTIFIED BY:


Mark S. Gerber, Fiscal Officer

GovDeals

Sellers Agreement

This Agreement is between GovDeals, Inc. ("GovDeals"), a Delaware corporation having its principal place of business at 5907 Carmichael Place, Montgomery, Alabama, 36117 and Client Name ("Client"), having its principal place of business at Address, City, State and Zip Code.

- 1.0 Description of Services:** GovDeals provides a means for sellers to list items for sale and for potential buyers to bid upon these items via an Internet-based auction system. Although GovDeals may provide software and applications to the Client to make the listing of items easier, GovDeals is not a party to the actual sale and has no control over the listed information or the ability of the buyer and seller to complete the transaction.
- 2.0 GovDeals Responsibilities:** In addition to the operation of an Internet auction server, GovDeals will provide the Client with the following services during the term of the Agreement:
- 2.1** Access to a web-based application ("GovDeals Auction Server") that will help the Client maintain information about assets and submit them to auction. The GovDeals Auction Server will:
 - 2.1.1** Accept descriptive information concerning an asset;
 - 2.1.2** Allow different auction phases based upon dates and times to be specified;
 - 2.1.3** Permit the assignment of certain buyer restrictions during each auction phase; and
 - 2.1.4** Facilitate requests for credits regarding transactions that were not completed.
 - 2.2** Training and support services to implement the GovDeals service, which will include:
 - 2.2.1** Familiarization with the nature and operation of the GovDeals Auction Server;
 - 2.2.2** Guidance in the initial entry of assets;
 - 2.2.3** Procedures for taking and posting pictures of assets; and
 - 2.2.4** Assistance in the development of an implementation plan and schedule.At GovDeals option, training and support services will be provided either on-site or via telephone and the Internet.
 - 2.3** A customer support desk available via telephone or e-mail between the hours of 8:00 a.m. and 6:00 p.m., Eastern Time, Monday through Friday, except announced holidays.
 - 2.4** Marketing of the on-line auction service to promote use of the site by potential buyers.
- 3.0 Client Responsibilities:** To promote a successful operation and increase the benefits from using GovDeals auction capabilities, the Client agrees to:

- 3.1 Provide on-site support and resources required to access the GovDeals Auction Server via the Internet;
 - 3.2 Make sufficient personnel related to surplus property disposal available for training, implementation, and initial data entry;
 - 3.3 Cooperate with marketing campaigns, including providing a mailing list of prior auction customers, if available; and
 - 3.4 Utilize GovDeals Auction Server and on-line auction capabilities during the term of this Agreement by:
 - 3.4.1 Listing assets for sale on the GovDeals auction service;
 - 3.4.2 Completing sales transactions for assets sold via this service;
 - 3.4.3 Not selling through some other means any item for which it has received a winning bid via GovDeals for the specific purpose of avoiding the GovDeals fee; and
 - 3.4.4 Not engaging, directly or indirectly, in any activities intended to manipulate or interfere with the bidding process.
- 4.0 **Fees:** For any item that is sold as a result of posting it to the GovDeals web site, the following fees apply:
- 4.1 Where a single auction item does not yield greater than \$100,000 in a winning bid, Client agrees to pay GovDeals a fee of seven and one-half percent (7.5%) of the winning bid, but not less than \$5.00.
 - 4.2 Where a single auction item yields greater than \$100,000, but does not yield greater than \$500,000 in a winning bid, Client agrees to pay GovDeals a fee of seven and one-half percent (7.5%) of the winning bid up to \$100,000 plus five and one-half percent (5.5%) of the winning bid that is in excess of \$100,000 up to \$500,000.
 - 4.3 Where a single auction item yields greater than \$500,000 in a winning bid, Client agrees to pay GovDeals a fee of seven and one-half percent (7.5) of \$100,000 of the winning bid, plus a fee of five and one-half percent (5.5%) of \$400,000 of the winning bid, plus a fee of three and one-half percent (3.5%) of the amount in excess of \$500,000 of the winning bid.
 - 4.4 On occasion, and apart from initial training, the Client may request GovDeals to supply on-site assistance to quickly move large amounts of items that have accumulated over a period of time. For this service GovDeals will charge an additional 7.5% fee or a total fee of 15%. For this additional fee GovDeals will go to the Client's site and record asset descriptions, take pictures, load assets to the auction site, and set auction dates. Assets must be arranged in such a manner as to allow GovDeals personnel access to the assets for recording descriptions and taking pictures. If assets are not arranged in the proper manner, the Client will provide personnel to assist the GovDeals representatives in arranging the assets for proper presentation. The additional 7.5% fee does not apply to assets used in the initial training and will not apply when the Client processes its own assets.

5.0 Financial Settlement Services:

- 5.1** Client may elect to have GovDeals collect Auction Proceeds from the winning Bidder and may also elect for GovDeals to withhold the GovDeals Auction Fees from the Client's Auction Proceeds prior to remitting Auction Proceeds to the Client.
- 5.2** By signing and approving the attached Addendum Number One (1) GovDeals will collect Client's Auction Proceeds from the winning Bidders and also withhold the GovDeals Auction Fees prior to remitting Auction Proceeds to the Client.

If the Client elects only for GovDeals to collect the Auction Proceeds but does not approve for GovDeals to deduct its Auction fees from the Auction Proceeds, the Client must also sign on the second signature line of Addendum Number One (1).

6.0 Payment:

- 6.1** GovDeals will invoice Client for fees on a periodic basis. Client agrees to remit payment to GovDeals within thirty (30) calendar days, unless an applicable prompt payment act or similar legislation specifies a different time period.
- 6.2** Client shall promptly, but not more than sixty (60) calendar days after the sale date, notify GovDeals of any transaction that was not consummated. The fees for said transaction shall be credited to the Client during the next invoice period.

7.0 Term of Agreement: This Agreement shall commence on the date it is signed by the second party to do so and will continue for a period of twelve months unless otherwise terminated upon sixty days written notice by either party. This Agreement shall be automatically extended for additional one-year periods, unless either party notifies the other in writing of its intent not to renew at least sixty days prior to the anniversary date. Either party may request a re-negotiation of the terms hereof during a period sixty days prior to the anniversary date of this Agreement. Any charges owed either party prior to terminating the agreement will remain payable.

8.0 Right to Sell and Content: Client will only post items to the GovDeals auction site that the Client has the legal right to sell or dispose of to qualified buyers. Any information posted will be accurate to the best of Client's ability and not contain anything of a pornographic or objectionable nature. Client agrees to only use links to digital pictures of associated assets as provided for in the GovDeals software, and will not create links to any other site, text or other information without the written consent of GovDeals.

9.0 Online Sales - Terms and Conditions: Attached hereto are model Online Sales – Terms and Conditions for use by client. At any time during the term of this Agreement, Client may modify the Terms and Conditions. Said substitution modification must be submitted to GovDeals in writing for posting to the GovDeals auction site. The Terms and Conditions posted to the GovDeals auction site shall not modify, amend or affect the provisions of this Agreement.

10.0 Information and Security:

10.1 Client agrees that GovDeals is not responsible for the accuracy of information provided to it by seller(s) and/or buyer(s). GovDeals will use reasonable efforts to protect information that is on its web site from inappropriate use and loss.

10.2 Client grants GovDeals a non-exclusive, non-transferable, irrevocable, and royalty-free right to exercise any copyright or publicity rights Client may have in the information it posts to the GovDeals server(s). GovDeals agrees to use this information only for its intended purpose in support of this Agreement.

11.0 Interference: Client will not use any programs, routines, or applications in connection with GovDeals that will interfere with the operation of the software or site. Specifically, the Client will only communicate with the GovDeals Auction Server by using software and applications that GovDeals provides or specifically approves in writing.

12.0 Proprietary Intellectual Property Exclusivity and Confidentiality: The proprietary Internet-based auction system, environment, and components (collectively, the "System") provided by GovDeals under this Agreement are, and will remain, the exclusive property of GovDeals. GovDeals retains and reserves all rights to the proprietary intellectual property, including, but not limited to, all copyrights and trademarks of and to the System. GovDeals is providing the Client hereunder with a license for said System solely for its own use.

Client may not subcontract, sell, lease, transfer, assign or otherwise share said System with any third party. Client acknowledges that the System constitutes the proprietary and confidential property of GovDeals and agrees not to directly or indirectly use, employ, divulge, disclose, transfer, or communicate to any person, firm, corporation or other entity, in any manner whatsoever, any of the System or documentation/information provided by GovDeals. In the event of termination of this Agreement, Client shall promptly return to GovDeals or at the option of GovDeals destroy, all documentation/information regarding the System.

13.0 Warranty Disclaimer: GovDeals does not warrant error-free or uninterrupted use of the GovDeals service. The GovDeals web sites, services, software and applications are provided without warranty, express or implied, including, but not limited to, any implied warranties for merchantability or fitness for a particular purpose. GovDeals, its directors, officers, employees, agents and/or affiliates shall not be liable for any loss of profit and/or any direct, indirect, special, incidental or consequential damages resulting from the services offered herein.

14.0 Governance: This Agreement will be governed, interpreted, construed and enforced in accordance with the laws of the State of (State).

15.0 Counterparts: This Agreement may be executed in two or more counterparts, each of

which after execution and delivery shall be deemed an original, but all of which shall constitute one and the same instrument.

- 16.0 Non-Exclusive Engagement:** This Agreement is not exclusive. The Client may utilize other disposal approaches, including traditional auctioneer services and sealed bids in addition to GovDeals services. However, it is understood and agreed that the Client will not simultaneously utilize other disposal approaches and GovDeals while an asset is listed on a GovDeals auction.
- 17.0 Entire Agreement:** This Agreement represents the entire understanding between the parties with respect to its subject matter.

THE ABOVE AGREEMENT IS ACCEPTED AND AGREED TO.

GovDeals:

By: _____

Name: Robert L. DeBardelaben

Title: President

Date: _____

SAMPLE DOCUMENT :

By: SAMPLE DOCUMENT

Name: SAMPLE DOCUMENT

Title: SAMPLE DOCUMENT

Date: SAMPLE DOCUMENT

Sellers Agreement Mailing

Address and Contact :

Attention: Sales Support
5907 Carmichael Place
Montgomery, AL 36117
Fax Number: (334) 387-0519

Primary Contact Person:

Name: SAMPLE DOCUMENT
Title:
Telephone Number:
Fax Number:
e-mail:

Primary Contact Person:

(Contract development)

Name: Carson McCord
Title: Senior Sales Rep.
Telephone Number: (615) 846-1150
Fax Number: (615) 846-1154
e-mail: cmccord@govdeals.com

Addendum Number One (1)
Financial Settlement Services Memo of Understanding

This Memo of Understanding is between GovDeals, Inc. (GovDeals), having its principal place of business at 5907 Carmichael Place, Montgomery, Alabama 36117, and _____ (Client)
SAMPLE DOCUMENT
having its principal place of business at _____

It is understood the electronic funds transfer will be easily identified as being from GovDeals.

It is understood GovDeals and the Client presently operate/will operate under an approved Sellers Agreement allowing the Client to post and sell surplus equipment on the GovDeals Auction Site. Under this Agreement, the Client collects its own auction proceeds from the winning Bidder and pays GovDeals a fee based on a predefined fee schedule.

It is understood the Client would like GovDeals to collect all auction proceeds due the Client from the winning Bidder and remit the auction proceeds to the Client less the GovDeals fee. Also, the client may access their private GovDeals account (CAS) and pull up a detail listing of all items sold and paid for by GovDeals. A paper invoice will no longer be mailed, but will be sent electronically.

Optionally, Client may elect to not have GovDeals withhold the fee by signing the appropriate section on the signature page of this Addendum.

It is understood GovDeals will charge the winning Bidder a 5% "Buyer's Premium", therefore, Client is not allowed to charge the winning Bidder an additional "Buyer's Premium".

It is understood GovDeals will collect all auction proceeds from the winning Bidder, including the 5% "Buyer's Premium" through PayPal, Credit Card or Wire Transfer. This is the only means of payment by the bidder.

It is understood the Client will not release a piece of equipment to the winning Bidder until the Client has received verification from GovDeals that payment has been received from the winning Bidder.

It is understood GovDeals will remit all funds collected, less the 5% Buyer's Premium and less the GovDeals fee to the Client on a weekly basis for all items marked in CAS as Picked Up. However, if you choose to not have GovDeals withhold auction fees, GovDeals will remit all funds collected, less the 5% Buyer's Premium.

It is understood prior to an item being released to the winning Bidder, the Client will ensure the winning Bidder or his/her agent has signed the "Bill of Sale" with a notation that the item is sold "As Is, Where Is and without Warranty". The Bill of Sale must be printed from CAS. Any other Bill of Sale must be submitted for approval.

It is understood no auction proceeds will be remitted to the Client for any equipment released without verification of payment from GovDeals. Approved payment from the winning Bidder through PayPal, Credit Card or Wire Transfer will be noted in the CAS Account.

It is understood under no circumstance will the Client collect any funds directly from the winning Bidder and if requested to do so, the Client should refer the winning Bidder directly to GovDeals for payment instructions.

It is understood GovDeals will absorb all costs of Charge Backs by PayPal or a Credit Card Company if an item is released to the bidder after proper payment notification is received by the Client from GovDeals and a signed Bill of Sale is retained from the winning Bidder by the Client.

It is understood GovDeals will not absorb a Charge Back won by a bidder in those rare occasions where a bidder pays for an item but never picks up the item and subsequently convinces PayPal or the Credit Card Company to charge the amount paid back to GovDeals. Since the Client still has the asset and may resell it, the client agrees to refund the Charge Back amount to GovDeals or agrees to allow GovDeals to withhold the Charge Back amount from future payments owed the Client.

It is understood a GovDeals Client Services Representative or a GovDeals Help Desk Representative will train the Client on how to effectively use the Financial Settlement Services feature and provide ongoing support as needed by GovDeals. There are no additional costs to the Client for this training and support.

It is also understood GovDeals is covered by a Crime Insurance Policy with a limit of \$5,000,000.00 which will protect the Client against any loss of funds.

Approved for GovDeals:

Approved for Client:

President
Title _____ Date _____

Title _____ Date _____

Please indicate by signature below only if Client elects to not allow GovDeals to deduct the GovDeals auction fees from auction proceeds due the client.

Name and Title

Please complete payment instructions below:

Accounting Contact: _____
Name and Title

E-Mail Address: _____

Phone Number: _____

Make check Payable to: _____
Client's Legal Name

Mail Check to: _____
Street Address or P.O. Box Number

City, State and Zip Code

GovDeals
Sellers Agreement
Online Sales – Terms and Conditions

Your Logo Here

__Client Name__

City, State

Online Sales – Terms and Conditions

All bidders and other participants of this auction agree that they have read and fully understand these terms and agree to be bound thereby.

Guaranty Waiver. All property is offered for sale “**AS IS, WHERE IS.**” __Client Name__ (**Seller**) 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. The Buyer is not entitled to any payment for loss of profit or any other money damages – special, direct, indirect, or consequential.

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 __Client Name__ shall not exceed the actual purchase price of the property. Please note that upon removal of the property, **all sales are final.**

Personal and property risk. Persons attending during exhibition, sale or removal of goods assume all risks of damage of or loss to person and property and specifically release the seller and **GovDeals** from liability therefore.

Inspection. Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Bidders must adhere to the inspection dates and times indicated in the item description. See special instructions on each auction page for inspection details.

Consideration of Bid. __Client Name__ reserves the right to reject any and all bids and to withdraw from sale any of the items listed.

Buyer's Certificate. Successful bidders will receive a Buyer's Certificate by email from **GovDeals.**

Payment. Payment in full is due not later than **5 business days** from the time and date of the Buyer's Certificate. Acceptable forms of payment are:

- U. S. Currency
- Certified Cashiers Check
- Money Order
- Company Check (with Bank Letter guaranteeing funds – **mandatory**)

Checks shall be made payable to: __Client Name__. Payments shall be made at the location listed in the Buyer's Certificate.

Escrow Payment. When the purchase price (of a single item or the aggregate purchase price of multiple items) totals \$5,000 or greater, the Seller may require a down payment from the winning Buyer. This non-refundable fee will be 20% of the total purchase price. When the Seller exercises this option, the Buyer will have 48-hours from the time of issuance of the Buyers Certificate, to comply with this requirement. If Buyer fails to comply with this requirement within the stated time frame, the Seller can declare Buyer in default, bar them from further bidding and have them removed from the GovDeals system. If Buyer is in default, Seller may negotiate with next closest bidder, re-list at another auction and/or pursue all legal proceedings. All monies collected in escrow, will be deducted from total monies due at time of final payment.

Removal. All items must be removed within **10 business days** from the time and date of issuance of the Buyer's Certificate. Purchases will be released only upon receipt of payment as specified. Successful bidders are responsible for loading and removal and any and all property awarded to them from the place where the property is located as indicated on the website and in the Buyer's Certificate. The Buyer will make all arrangements and perform all work necessary, including packing, loading and transportation of the property. Under no circumstances will __Client Name__ assume responsibility for packing, loading or shipping. See special instructions on each auction page for removal details. 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.

Vehicle Titles. Seller will issue a title or certificate upon receipt of payment. Titles may be subject to any restrictions as indicated in the item description on the website. Open titles cannot be issued. __Client Name__ will not issue replacement titles.

Default. Default shall include (1) failure to observe these terms and conditions; (2) failure to make good and timely payment; or (3) failure to remove all items within the specified time. Default may result in termination of the contract and suspension from participation in all future sales until the default has been cured. If the Buyer fails in the performance of their obligations, **Seller** may exercise such rights and may pursue such remedies as are provided by law. **Seller** reserves the right to reclaim and resell all items not removed by the specified removal date.

Acceptance of Terms and Conditions. By submitting a bid, the bidder agrees that they have read, fully understand and accept these Terms and Conditions of Online Sales, and agree to pay for and remove the property, if the bid is accepted, by the dates and times specified. These Terms and Conditions are displayed at the top of each page of each item listed on GovDeals. Special Instructions appearing on the asset page will override certain sections of the terms and conditions.

State/Local Sales and/or Use Tax. Buyers may be subject to payment of State and/or local sales and/or use tax. Buyers are responsible for contacting the appropriate tax office, completing any forms, and paying any taxes that may be imposed.

Sales to Employees. Employees of the __**Client Name**__ may bid on the property listed for auction, so long as they do NOT bid while on duty.

Why Ohio governments are utilizing GovDeals

- GovDeals is a highly efficient, proven system that produces higher prices for clients
- Registered and highly active Buyers in all 50 states and 21 foreign countries

- **Ohio governments are already using GovDeals with success**

- 1) County Commissioners Association of Ohio
- 2) State Of Ohio
- 3) Adams County Board of Commissioners
- 4) Erie County
- 5) Hardin County Commissioners
- 6) Trumbull County Commissioners
- 7) Shelby County Commissioners
- 8) Paulding County Emergency Management
- 9) Allen County
- 10) Ashland County
- 11) Butler County
- 12) Clark County
- 13) Clearcreek County
- 14) Clermont County
- 15) Cuyahoga County
- 16) Defiance County
- 17) Delaware County
- 18) Franklin County
- 19) Fulton County
- 20) Geauga County
- 21) Henry County
- 22) Holmes County
- 23) Huron County
- 24) Licking County
- 25) Logan County
- 26) Lorain County
- 27) Lucas County
- 28) Medina County
- 29) Mercer County
- 30) Montgomery County
- 31) Ottawa County
- 32) Portage County
- 33) Richland County
- 34) Van Wert County
- 35) Vinton County
- 36) Warren County
- 37) Williams County
- 38) City of Miami Conservancy
- 39) City of Beavercreek
- 40) City of Bellbrook
- 41) City of Bellevue
- 42) City of Brookeville
- 43) City of Carlisle
- 44) City of Clayton
- 45) City of Clyde
- 46) City of Columbus
- 47) City of Dayton
- 48) City of Delaware
- 49) City of Dublin
- 50) City of Eaton
- 51) City of Englewood
- 52) City of Euclid
- 53) City of Fairborn
- 54) City of Findlay
- 55) City of Franklin
- 56) City of Grandview Heights
- 57) City of Greenville
- 58) City of Grove City
- 59) City of Grover Hill
- 60) City of Hilliard
- 61) City of Hudson
- 62) City of Kettering
- 63) City of LaGrange
- 64) City of Lebanon
- 65) City of Mansfield
- 66) City of Middletown
- 67) City of Moraine
- 68) City of Morrow
- 69) City of New Carlisle
- 70) City of New Knoxville
- 71) City of New Lebanon
- 72) City of New Philadelphia
- 73) City of North Hampton
- 74) City of Ontario
- 75) City of Piqua
- 76) City of Port Clinton
- 77) City of Powell
- 78) City of Seven Hills
- 79) City of Sidney
- 80) City of Solon
- 81) City of South Euclid
- 82) City of Springboro
- 83) City of Springfield
- 84) City of Tipp
- 85) City of Troy
- 86) City of Union
- 87) City of Upper Arlington
- 88) City of Van Wert
- 89) City of Vandalia
- 90) City of West Carrollton

- 91) **City of Westlake**
- 92) **City of Wickliffe**
- 93) **City of Xenia**

- 94) **Village of Barnhill**
- 95) **Village of Bellville**
- 96) **Village of Burton**
- 97) **Village of Covington**
- 98) **Village of Fort Recovery**
- 99) **Village of Genoa**
- 100) **Village of Groveport**
- 101) **Village of Holland**
- 102) **Village of Jackson Center**
- 103) **Village of Lexington**
- 104) **Village of Spencerville**
- 105) **Village of Versailles**
- 106) **Village of Woodmere**
- 107) **Town of Bethlehem**
- 108) **Town of Butler**
- 109) **Town of Catawba Island**
- 110) **Town of Clay**
- 111) **Town of Clearcreek**
- 112) **Town of Coventry**
- 113) **Town of Deerfield**
- 114) **Town of Elyria**
- 115) **Town of Fairfield**
- 116) **Town of Franklin**
- 117) **Town of Harlan**
- 118) **Town of Harrison**
- 119) **Town of Jackson**
- 120) **Town of Jackson**
- 121) **Town of Jefferson**
- 122) **Town of Madison**
- 123) **Town of Mifflin**
- 124) **Town of Monclova**
- 125) **Town of Monroe**
- 126) **Town of Northwest**
- 127) **Town of Norwich**
- 128) **Town of Perrysburg**
- 129) **Town of Salem**
- 130) **Town of Sylvania**
- 131) **Town of Troy**
- 132) **Town of Turtle Creek**
- 133) **Town of Wayne**
- 134) **Town of Weller**
- 135) **Town of Worthington**

- 136) **Alger Community Fire Association**
- 137) **Anthony Wayne Local Schools**
- 138) **Butler County Engineer's Office**
- 139) **C.B.&S. Joint Fire Department**
- 140) **Cairo Monroe Township Fire Department**
- 141) **Central Ohio Transit Authority (COTA)**

- 142) **Clark County Buildings and Grounds**
- 143) **Clark County Department of Job and Family Service**
- 144) **Clark County- Springfield Transportation Study**
- 145) **Clark State Community College**
- 146) **Cleveland Metroparks**
- 147) **Columbus Public Schools**
- 148) **Cuyahoga Community College**
- 149) **Cuyahoga Soil and Water Conservation District**
- 150) **Damascus Fire Department**
- 151) **Darke County Park District**
- 152) **Dayton Metropolitan Housing Authority**
- 153) **Delaware County Preservation Parks**
- 154) **Earnhart Hill Regional Water and Sewer District**
- 155) **Erie Metro Parks**
- 156) **Fayette County Commissioners**
- 157) **Five Rivers MetroParks**
- 158) **Forest Hill Cemetery**
- 159) **Fort Loramie Community Fire Department**
- 160) **Geauga Soil and Water Conservation District**
- 161) **German Township Fire Department**
- 162) **Harrison Township – Montgomery County**
- 163) **Heath – Newark – Licking County Port Authority**
- 164) **Hopewell Township, Perry County**
- 165) **Huron County Board of Mental Retardation and Developmental Disabilities**
- 166) **Jackson Township Franklin County**
- 167) **Joint Emergency Medical Services**
- 168) **Kent State University**
- 169) **Lorain County Joint Vocational School**
- 170) **Lucas County Sheriff's Office**
- 171) **Madison County Commissioners**
- 172) **Madison Fire District**
- 173) **Madison Water District**
- 174) **Madison Water District**
- 175) **Mantua – Shalersville Fire District**
- 176) **Marietta College**
- 177) **Medina Metropolitan Housing Authority**
- 178) **Metropolitan Housing Authority**
- 179) **Miami Conservancy**
- 180) **Miami Conservancy District**

- | | |
|------------------------------------------------------------------------------|------------------------------------------------------|
| 181) Miami County Board of Mental Retardation and Developmental Disabilities | 204) Springfield Transportation Study |
| 182) Miami University | 205) Springsboro Community City Schools |
| 183) Miami Valley Communications Council | 206) Stark Soil and Water Conservation District |
| 184) Mifflin Township, Ashland County | 207) Sylvania City Schools |
| 185) Monroe Township – Johnstown | 208) Toledo – Lucas County Port Authority |
| 186) Morgan County Engineer’s Office | 209) Toledo Area Metroparks |
| 187) Mount Sterling Police Department | 210) Tri- Cities North Regional Wastewater Authority |
| 188) Northwestern Water and Sewer District | 211) Tri Township Fire District |
| 189) Ohio Veterans Home | 212) Tuscarawas County Commissioners |
| 190) Oregon Fire and Rescue | 213) Union Township/ Lebanon Fire Department |
| 191) Pemberville Village Police Department | 214) University of Toledo |
| 192) Perry Joint Fire District | 215) Warrensville Heights Police Department |
| 193) Perry Township Police Department | 216) Waterville Township Police Department |
| 194) Pleasant Township Fire | 217) Washington Township |
| 195) Preservation Parks of Delaware County | 218) Washington Township/ Franklin County |
| 196) Richfield Township | 219) Washington Township-Wood County |
| 197) Ridgeway Firefighters Association | 220) Wauseon Police Department |
| 198) Solid Waste Authority of Central Ohio | 221) West Licking Joint Fire District |
| 199) South Euclid Police Department | 222) Zanesville Metropolitan Housing Authority |
| 200) Southeastern Ohio Regional Jail | |
| 201) Springsboro Community City Schools | |
| 202) Springfield Township | |
| 203) Springfield Township Trustees | |

- **Governments in multiple states are using or have used GovDeals successfully**
- **Major benefits for clients of GovDeals**
 - 1) **Produces higher prices.** Global exposure to a large number of active and highly targeted buyers produces increased number of bids and higher prices for you.
 - 2) **Reduced warehouse space.** No need to accumulate items for months to hold an auction. Your items are auctioned immediately, as they become available - **not** stored. Direct and indirect savings realized due to less damage, “shrinkage”, and warehouse space required.
 - 3) **No transportation required.** Eliminate the transportation and handling of your surplus equipment as well as the direct and indirect costs associated with transporting them to off-site auction sites. Sell your items right from your warehouse or surplus yard - without ever having to move them.
 - 4) **Weather and uncomfortable conditions are eliminated.** Buyers can view items and conduct their bidding in a comfortable environment that fits their schedule. Sellers provide accurate descriptions with colorful digital images to view on the user-friendly GovDeals site. You never have to worry about a “rain out” date and re-scheduling or bidders being “too hot” or “too cold” for your auction.
 - 5) **Continuous revenue stream.** Sell your items immediately as they are declared surplus. Revenues are returned on a frequent and timely basis.
 - 6) **Avoid “absolute” auctions low prices.** No need to accept low price or bring the equipment home. Reject bids if not acceptable – or utilize the easy and “painless” ReserveBid feature.
 - 7) **Positive cash flow.** List items for 14 days. Allow 5 business days for receipt of payment. Itemized invoice arrives at end of month for all items sold during month.

- **What does GovDeals provide?**

- 1) **Large audience of existing Buyers.** We will notify your traditional, local Buyers, also deliver to you a broad spectrum of registered **GovDeals** Buyers in our database, as well as registered **GovDeals** Buyers who are seeking specific items. Traffic on our site is continually growing, thus increasing the total number of active Buyer, which results in higher bids as well as a larger total number of bids.
- 2) **Training and assistance – on-site implementation and ongoing.** We will train your designated personnel in listing items successfully. From taking digital images to composing accurate, succinct and key listings – we will work to assure your success from the outset. We are available for continuing training assistance and support.
- 3) **Assistance and research to determine comparable/fair market values.** **GovDeals** can provide recent actual sales prices for comparable items to accurately and realistically define "starting bids". We subscribe to a national auction results reporting service and make this available for clients. We utilize multiple database searches to determine fair market values.
- 4) **Highly effective multi-channel marketing program** – immediately presents your items to large group of highly targeted and active buyers.
- 5) **Print media support.** We have developed ads that will be placed in your local, statewide and regional print media.
- 6) **Staffed Help Desk.** There is a Help Desk staffed Monday through Friday from 8:00am to 6:00pm (ET) with live, friendly, trained personnel. Our toll-free number is (800) 613-0156.
- 7) **'BidWatch', 'AutoBid', ReserveBid and other automated features.** **AutoBid** allows Buyers to set pre-determined bids for items that they seek while it "protects" or increases their bids automatically. Buyers are assured that the closing dates set are never missed. **BidWatch** allows buyers to be notified of upcoming auctions and even specific items that they seek. **ReserveBid** allows Sellers to establish a specific price for an item while notifying Buyers that "Reserve Not Met" must be overcome to purchase the item.

- **What does GovDeals cost?**

- 1) Seven and one-half percent (7½%) of the final (closing) sales price. Single items sold in excess of \$100,000 have a reduced rate for the amount that exceeds \$100,000.
- 2) No licensing fees – no monthly re-curing costs.
- 3) No minimum quantities to be sold – monthly or annually.
- 4) All items sold during the month are invoiced at end of month with full itemization. Payment upon receipt of invoice.
- 5) No cost if sale is not completed (i.e., payment received).

- **Miscellaneous**

- 1) **Non-exclusive Agreement** - The Sellers Agreement (contract) is **NOT** exclusive. You can use other auction approaches (i.e., sealed bid, traditional, etc.) in addition to **GovDeals**. Can **not** list items simultaneously with any other auction service.
- 2) **Default Buyers** – This is a rare event, but the options are; **a)** negotiate with the 2nd highest bidder, **b)** re-list if unsuccessful in negotiating with 2nd, 3rd and additional reasonable Buyers. No costs are incurred until your items are sold and payment is received.
- 3) **Shipping and handling** – Buyers will arrange all handling, loading and transportation. Sellers do NOT ship or load. (**NOTE:** Many Buyers are long-time, repeat purchasers. We encourage you to assist them whenever possible in scheduling requests and possibly assisting in loading difficult items to assure continued loyalty and an overall pleasant experience – which results in repeat purchases).
- 4) **Title transfers** – This is a necessary process whether utilizing **GovDeals**, a traditional auctioneer or sealed bids. With **GovDeals**, less time is expended since your auctions are "ongoing" and less time is expended per week due to an evenly spaced work-load.

- **How to start**

- 1) **Execute Sellers Agreement** – Review and approve Terms & Conditions (last 2-3 pages). Has cancellation clause (both parties) with 60 day notification. One year duration with renewal option unless cancelled. Non-exclusive.
- 2) **Identify key contact for training and liaison** – good thinker, POSITIVE ATTITUDE and knowledge of PC & Internet helpful. We will train them to succeed – on-site if needed and requested. This person will set the pace for success or failure for your entire organization.
- 3) **Digital camera** – capable of taking a 1MB or smaller photo.
- 4) **Internet connectivity** – fast is better. Must have Internet access – dial-up service OK.
- 5) **Payments** – direct Buyers to where payments are currently being accepted. Issue them receipt and direct to location for pick-up. Suggest printed directions sheet for Buyer to avoid confusion.

If you have any questions or would like a seller's agreement, please contact:

Sales Support
Phone: (866) 377-1494 option 3
Fax: (334) 387-0519
salessupport@govdeals.com