

STATE OF OHIO  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
GENERAL SERVICES DIVISION  
OFFICE OF PROCUREMENT SERVICES  
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

AMENDMENT FOR CHANGE  
AMENDMENT NO. 2

TO: LIMITED DISTRIBUTION – DEPARTMENT OF ADMINISTRATIVE SERVICES, STATE & FEDERAL SURPLUS SERVICES

FROM: ROBERT BLAIR, DIRECTOR, DEPARTMENT OF ADMINISTRATIVE SERVICES

SUBJECT: CONTRACT FOR AUCTIONEER SERVICES FOR MISCELLANEOUS SURPLUS PROPERTY

Attached are pages 1, 6 and 10 to this contract. Remove these pages from the existing contract and replace with the attached pages on the effective and/or revision date.

As a result of mutual agreement between the state of Ohio and the Contractor, this amendment is issued to renew the subject contract an additional 12 months, effective January 1, 2013 through December 31, 2013.

All other prices, terms and conditions remain unchanged.

Questions regarding this Amendment and/or the Requirements Contract may be directed to:

Janice Fitzpatrick, CPPB  
janice.fitzpatrick@das.state.oh.us

This Amendment, the main Requirements Contract and any additional amendments thereto are available from the DAS Web site at the following address:

<http://www.ohio.gov/procure>

Affected Contractor(s):  
197605  
Cassell & Associates, LLC  
6827 North High Street, Suite 109  
Worthington, OH 43085

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MANDATORY USE\_CONTRACT FOR: AUCTIONEER SERVICES FOR MISCELLANEOUS SURPLUS PROPERTY

CONTRACT No.: OT903011

EFFECTIVE DATES: 01/01/11 to 12/31/12

\* Renewal through 12/31/13

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT903011 that opened on 10/08/10. The evaluation of the bid response(s) has been completed. The bidder(s) listed herein have been determined to be the lowest responsive and responsible bidder(s) and have been awarded a contract for the items(s) listed. The respective bid response, including the Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions, special contract terms & conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Requirements Contract.

This Requirements Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated or cancelled in accordance with the Contract Terms and Conditions.

This Requirements Contract is available to the Department of Administrative Services, State & Federal Surplus Services, 4200 Surface Road, Columbus, OH 43228, as applicable.

Agencies are eligible to make purchases of the listed supplies and/or services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that agencies will purchase the volume of supplies and/or services as advertised in the Invitation to Bid.

SPECIAL NOTE: State agencies may make purchases under this Requirements Contract up to \$2500.00 using the state of Ohio payment card. Any purchase that exceeds \$2500.00 will be made using the official state of Ohio purchase order (ADM-0523). Any non-state agency, institution of higher education or Cooperative Purchasing member will use forms applicable to their respective agency.

Questions regarding this and/or the Requirements Contract may be directed to:

Janice Fitzpatrick, CPPB  
janice.fitzpatrick@das.state.oh.us

This Requirements Contract and any Amendments thereto are available from the DAS Web site at the following address:

<http://www.ohio.gov/procure>

Signed: \_\_\_\_\_  
Robert Blair, Director Date

SPECIFICATION (Cont'd.)

- J. On the date of the sale, the auctioneer shall record a list of bidders with their name, address, zip code, telephone number, and bidder number and shall provide the list to the Administrator of State and Federal Surplus Services or his/her representative.
- K. The auctioneer shall provide to each successful bidder immediately after payment a typed receipt indicating the date, bidder's name and address, bidder number, a brief description of the property purchased and the sale price. Additionally, the auctioneer must mark the bidder number of the successful bidder on the property as it is sold.
- L. Only one (1) auction ring shall be active at any time unless the Administrator of State and Federal Surplus Services specifically authorizes two (2) or more rings to be active.
- M. On the day of the auction, the auctioneer shall furnish the Administrator of State and Federal Surplus Services, or his/her representative, a summary of the auction event. This summary shall be either electronic or hardcopy and shall include the lot number, lot description, winning bidder number and sale price.
- N. The auctioneer, the auctioneer's designee and the auctioneer's employees shall not participate in the public auction.

V. ADVERTISING:

The auctioneer shall place an ad in the Columbus Dispatch newspaper (Public Auction section) on the Sunday preceding the sale outlining details of the sale. The auctioneer is encouraged to initiate any other advertising he/she deems appropriate. However, no more than seven hundred fifty (\$750.00) dollars per sale shall be spent on advertising, including printing of fliers, without specific written approval from the Administrator of State and Federal Surplus Services. Paid receipts for all advertising are required, prior to settlement, before reimbursement for advertising shall be allowed.

VI. SETTLEMENT:

- \* The final settlement shall be made with the Administrator of State and Federal Surplus Services, or his/her representative, no later than five (5) working days after the auction. At final settlement, the auctioneer shall remit the entire amount of the gross proceeds of the sale to the Administrator of State and Federal Surplus Services, or his/her representative, via a cashier's check made payable to the "Treasurer, State of Ohio". No deductions of any kind from the gross proceeds are authorized.

At the final settlement, the auctioneer shall provide a bill to the State for:

- A. Auctioneer services in the amount specified in the contract, and
- B. Reimbursement for the advertising and printing of fliers up to a seven hundred fifty (750.00) dollar limit. Copies of the paid invoices for advertising and printing must be included.

No reimbursement beyond these two items shall be included. Also at the final settlement, the auctioneer shall provide a listing of each item and lot sold to include lot number, brief description, award price, and bidder number of buyers, and a listing of all items not sold.

VII. EXPERIENCE AND LICENSING:

- A. The primary and alternate auctioneer must be licensed in the state of Ohio throughout the term of the contract. The primary and alternate auctioneer must have successfully conducted at least ten (10) public auctions consisting of over one hundred (100) line items and grossing over ten thousand (\$ 10,000.00) dollars each within the past two (2) years or have performed satisfactorily as a contract auctioneer for the federal government or the state of Ohio within the past two (2) years. The contractor shall provide evidence of the required experience and proof of licensing along with the bid.
- B. The auctioneer must have a substantial business presence which requires both:
  - 1. A business listing in the telephone directory (white or yellow pages) as an auctioneer; and
  - 2. An identifiable location/place of business separate from a residential location.

- \* To indicate a change to the settlement time from eleven (11) days to five (5) working days after the auction effective January 1, 2013.

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
2	1/1/13	To indicate a mutual agreement renewal under the same terms and conditions for twelve (12) months effective January 1, 2013 through December 31, 2013. And to change the settlement days from eleven (11) days to five (5) working days effective January 1, 2013. All other pricing, terms and conditions remain the same.
1	12/15/11	This amendment is issued to correct the contract title, to correct the bid opening date, to notify of a change to the OAKS Contract Number to notify of a change of to the OAKS Vendor ID Number and to add the Summary of Amendments.