

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: ALL STATE AGENCIES, STATE INSTITUTIONS OF HIGHER EDUCATION AND PROPERLY REGISTERED COOPERATIVE PURCHASING MEMBERS.

FROM: HUGH QUILL, DIRECTOR, DEPARTMENT OF ADMINISTRATIVE SERVICES

SUBJECT: TERM CONTRACT - On-Line Sale/Auction of Surplus Goods

Attached are pages 1, 3, and 14-15 to this contract. Remove these pages from the existing contract and replace with the attached pages on the effective and/or revision date.

This amendment is issued to renew the Contract for a period of twelve (12) months effective 04/01/10-03/31/11.

All other prices, terms and conditions remain unchanged.

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

Gayle Blankenship, CPPB
gayle.blankenship@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):

ID# 164958
Asset Nation d/b/a Asset Auction
347 Northgate Drive
Warrendale, PA 15086
E-mail: jgates@asset-auctions.com

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

REQUIREMENTS CONTRACT: On-Line Sale/Auction of Surplus Goods

CONTRACT No.: RS908507

EFFECTIVE DATES: 05/18/07 to 03/31/09
Renewed through 03/31/11*

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. RS908507 that opened on 04/25/07. 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 item(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 all State Agencies, State institutions of higher education and properly registered members of the Cooperative Purchasing Program of the Department of Administrative Services, 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:

Gayle Blankenship, CPPB
gayle.blankenship@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>

*Renewed the Contract through 03/31/11 by mutual agreement.

Signed: _____
Hugh Quill, Director Date _____

SPECIAL CONTRACT TERMS AND CONDITIONS

AMENDMENTS TO CONTRACT TERMS AND CONDITIONS: The following Amendments to the Contract Terms and Conditions do hereby become a part hereof. In the event that an amendment conflicts with the Contract Terms and Conditions, the Amendment will prevail.

SPECIFICATION QUESTIONS: Through the indicated inquiry closure date, Bidders may visit the Office of Procurement Services website to post bid related questions at <www.ohio.gov/procure>. Answers to all Bidder questions will be posted on the Office of Procurement Services website and linked to the bid number. The State will make every effort to respond to website inquires within forty-eight (48) hours of receipt. The State will not respond to any verbal or written questions received through any other medium. No prospective Bidder shall respond to any verbal instructions or changes to this bid. Only communications issued by the Department of Administrative Services, Office of Procurement Services in the form of an addendum, will be considered valid.

DELIVERY AND ACCEPTANCE: Services will be performed as set forth in the Contract and in accordance with Article S-8, S-9, and S-10 of the Supplemental Contract Terms and Conditions. The location of performance will be noted on the purchase order issued by the participating agency.

DESCRIPTIVE LITERATURE: The Bidder may be required to submit descriptive literature of the supplies or services being offered. If requested, the literature will be used in the evaluation process to determine the lowest responsive and responsible Bidder. If not provided as part of the bid response, the Bidder must provide said literature within ten (10) calendar days after request/notification by the Office of Procurement Services to do so. Any references, that may appear in the descriptive literature, that may alter the terms and conditions and specifications of the bid (i.e. F.O.B. Shipping Point or Prices Subject to Change), will not be part of any contract and will be disregarded by the state of Ohio. Failure of the Bidder to furnish descriptive literature either as part of their bid response or within the time specified herein will deem the Bidder not responsive.

TESTING: The Bidder(s) may be required to perform on-line testing to insure that all requirements of this contract are met. The results of the testing will be used in the evaluation process to determine the lowest responsive and responsible Bidder. The Bidder may be required to perform the test within ten (10) calendar days after notification. Failure to perform the test within the stated time period may result in the Bidder being deemed not responsive.

USAGE REPORTS: Every three (3) months, the Contractor must submit a report (written or on disk) indicating sales generated by this contract. The report shall list usage by customer, by line item, showing the quantities/dollars generated by this contract. The report shall be forwarded to the Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, and Attn: Gayle Blankenship*.

CONTRACT RENEWAL: The following supersedes Article S-6 of the Supplemental Contract Terms and Conditions. This Contract may be renewed solely at the discretion of DAS for a period of one month. Any further renewals will be for an appropriate period of time. The cumulative time of all renewals may not exceed thirty-six (36) months unless DAS determines that additional renewal is necessary.

PRIME CONTRACTOR RESPONSIBILITIES: The selected Contractor will be required to assume responsibility for all services offered in its proposal whether or not it produces them. Further, the State will consider the selected Contractor to be the sole point of contact with regard to contractual matters. The State does recognize that the Contractor may require a subcontractor to travel to specific site, take necessary pictures, record pertinent data and download this information to the Contractor's web site. In this circumstance, the Contractor shall submit a list identifying its subcontractors or joint venture partners performing portions of the work under the Contract. If any changes occur during the term of the Contract, the Contractor shall supplement its list of subcontractors or joint venture business partners. In addition, all subcontractors or joint venture business partners agree to be bound by all of the Terms and Conditions and specifications of the Contract. The State, through the Department of Administrative Services, General Services Division, Office of Procurement Services, reserves the right to reject any subcontractor submitted by the Contractor.

*Contact name under Usage Reports updated.

CONTRACTOR INDEX

CONTRACTOR, TERMS:

BID CONTRACT NO.: RS908507-3 (03/31/11)*



ID# 164958
Asset Nation d/b/a Asset Auction
347 Northgate Drive
Warrendale, PA 15086

CONTRACTOR'S CONTACT: Joy Gates

TERMS: Net 30 Days

DELIVERY: As Specified
Toll Free (800) 303-6511
Telephone: (412) 499-3549
FAX: (724) 935-2650
E-mail: jgates@asset-auctions.com

*Contract renewed through 03/31/11 by mutual agreement.

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
2	11/17/09	Contract renewed through 03/31/11 by mutual agreement; updated Contract analyst under usage Reports-page 3.
1	01/08/09	Extend term of Contract by mutual agreement and update the Contractor's name and ID #.