

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

MANDATORY USE CONTRACT FOR: AUCTIONEER SERVICES FOR MISCELLANEOUS SURPLUS PROPERTY

CONTRACT No.: OT903011

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

*Renewal through 12/31/14

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 and Federal Surplus Services, 4200 Surface Road, Columbus, OH 43228-1395, 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.ohio.gov

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

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

* To indicate renewal for 12 months effective 1/1/14 through 12/31/14

Signed: _____
Robert Blair, Director Date

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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.

SITE VISIT: Prior to submitting their bid response, the bidder should visit the agency they are bidding in order to survey the facility and to become familiar with the requirements of the bid. To schedule an appointment, please contact David Settlemire at (614) 466-6585. Once a contract is awarded, failure of the bidder to have requested a site visit to become familiar with the facility and requirements of the bid will be insufficient reason to support any request to be released from the contract.

BID INQUIRIES: Bidders may submit inquiries regarding this ITB during the inquiry period listed on the data screen for the bid at the State Procurement web site. To make an inquiry, use the following process:

Access the State Procurement web site at <http://www.ohio.gov/procure>
From the navigation bar on the left, select "Find It Fast"
Select "Doc/Bid/Schedule #"
Enter the bid number found on page 1 of the document
Select "Find It Fast"
On the bid data screen, select "Submit Inquiry"
Complete the "Personal Information" section
Type the inquiry in the space provided
Select the submit button

The bidder will receive an immediate acknowledgement that the inquiry has been received, as well as an email acknowledging receipt. Bidders will not receive a personalized email response to the question nor will they be notified when a response to the inquiry has been posted to the State Procurement web site. The State will try to respond to all inquiries within forty-eight (48) hours of receipt, excluding weekends and state-observed holidays.

Bidders may view inquiries and responses using the following process:

Access the State Procurement web site at <http://www.ohio.gov/procure>
From the navigation bar on the left, select "Find It Fast"
Select "Doc/Bid/Schedule #"
Enter the bid number found on page 1 of the document
Select "Find It Fast"
On the bid data screen, select "View Q & A" to display all inquiries with responses posted to date.

DELIVERY AND ACCEPTANCE: Services will be performed as set forth in the Contract and in accordance with paragraphs S-8, S-9, and S-10 of the Supplement Contract Terms and Conditions. The location of performance will be noted on the purchase order issued by the participating agency. Payment for services rendered will occur upon the inspection and written confirmation by the ordering agency that the services provided conform to the requirements set forth in the Contract. Unless otherwise provided in the Contract, payment shall be conclusive except as regards to latent defects, fraud, or such gross mistakes as amount to fraud.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the State will evaluate the bid based upon the lowest percentage of gross proceeds per auction.

CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible bidder by line item.

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd)

NOTICE ON THE USE OF SOCIAL SECURITY NUMBERS AS FEDERAL TAX IDENTIFICATION NUMBERS: The Department of Administrative Services (Department) requires vendors and contractors wishing to do business with the State to provide their Federal Taxpayer Identification Number to the Department. The Department does this so that it can perform statutorily required "responsibility" analyses on those vendors and contractors doing business with the State and, under limited circumstances, for tax reporting purposes. If you are a vendor or contractor using your Social Security Number as your Federal Taxpayer Identification Number, please be aware that the information you submit is a public record, and the Department may be compelled by Ohio law to release Federal Taxpayer Identification Numbers as a public record. If you do not want to have your Social Security Number potentially disclosed as a Federal Taxpayer Identification Number, the Department encourages you to use a separate Employer Identification Number (EIN) obtained from the United States Internal Revenue Service to serve as your Federal Taxpayer Identification Number.

EXECUTIVE ORDER 2010-09S REQUIREMENTS: The Contractor affirms to have read and understands Executive Order 2010-09S issued by Ohio Governor Ted Strickland and shall abide by those requirements in the performance of this Contract, and shall perform no services required under this Contract outside of the United States. The Executive Order is available at the following Web site:

<http://www.governor.ohio.gov/Default.aspx?tabid=1495>.

The Contractor also affirms, understands, and agrees to immediately notify the State of any change or shift in the location(s) of services performed by the Contractor or its subcontractors under this Contract, and no services shall be changed or shifted to a location(s) that are outside of the United States.

I. TERMINATION, SANCTION, DAMAGES:

If Contractor or any of its subcontractors perform services under this Contract outside of the United States, the performance of such services shall be treated as a material breach of the Contract. The State is not obligated to pay and shall not pay for such services. If Contractor or any of its subcontractors perform any such services, Contractor shall immediately return to the State all funds paid for those services. The State may also recover from the Contractor all costs associated with any corrective action the State may undertake, including but not limited to an audit or a risk analysis, as a result of the Contractor performing services outside the United States.

The State may, at any time after the breach, terminate the Contract, upon written notice to the Contractor. The State may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Contract and costs associated with the acquisition of substitute services from a third party.

If the State determines that actual and direct damages are uncertain or difficult to ascertain, the State in its sole discretion may recover a payment of liquidated damages in the amount of one percent (1%) of the value of the Contract.

The State, in its sole discretion, may provide written notice to Contractor of a breach and permit the Contractor to cure the breach. Such cure period shall be no longer than 21 calendar days. During the cure period, the State may buy substitute services from a third party and recover from the Contractor any costs associated with acquiring those substitute services.

Notwithstanding the State permitting a period of time to cure the breach or the Contractor's cure of the breach, the State does not waive any of its rights and remedies provided the State in this Contract, including but not limited to recovery of funds paid for services the Contractor performed outside of the United States, costs associated with corrective action, or liquidated damages.

II. ASSIGNMENT / DELEGATION:

The Contractor will not assign any of its rights nor delegate any of its duties and responsibilities under this Contract without prior written consent of the State. Any assignment or delegation not consented to may be deemed void by the State.

USAGE REPORTS: Every six (6) 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 State Purchasing, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Elizabeth Lind.

SPECIFICATION

I. SCOPE:

The purpose of this Invitation to Bid (ITB) is to secure the services of a qualified auctioneer for the Department of Administrative Services, State and Federal Surplus Services regarding the sale of miscellaneous state and federal surplus property throughout the state. Any contract issued pursuant to this ITB will not cover the sale of state vehicles. The term of any contract issued pursuant to this ITB shall be two (2) years, from January 1, 2011 through December 31, 2012.

II. BACKGROUND:

The State estimates that between six (6) to eight (8) auctions of miscellaneous state property may occur during the calendar year, with approximately six (6) auctions to be held in the State and Federal Surplus Services warehouse located at 4200 Surface Road, Columbus, Ohio 43228 and approximately two (2) auctions being held at unknown locations within the State. It is estimated that the average proceeds from each of the auctions will be approximately seventy-five thousand (\$75,000.00) dollars. However, the state of Ohio makes no guarantee as to the number of auctions, the amount of property to be sold and/or proceeds from each auction.

III. APPLICABLE DOCUMENTS:

- A. Ohio Administrative Code (OAC, Chapter 901:8-2 – Auctioneers, Apprentice Auctioneers and Auction Companies
<http://codes.ohio.gov/oac/901%3A8-2>

IV. GENERAL REQUIREMENTS:

- A. The auctioneer shall be notified by the Administrator of State and Federal Surplus Services a minimum of thirty (30) days in advance of each auction. Auctions shall be held on Saturdays. Unavailability of, cancellation by, or failure to perform a scheduled auction date by the contractor may result in the termination of the contract and the assessment of liquidated damages against the contractor.
- B. The items to be auctioned shall be offered "as is, where is". The State shall make no guarantee as to the condition of items being auctioned. All sales shall be final.
- C. The auctioneer shall visit the sale location prior to the day of sale to become familiar with the items to be sold.
- D. The State shall provide a general listing of the items to be sold at the auction to the auctioneer.
- E. Prior to the day of the auction, the auctioneer shall pre-load their computer with the lot numbers and corresponding descriptions of each lot number being offered.
- F. The auctioneer must provide a public address system that can be clearly heard within a radius of one hundred (100') feet from the auctioneer.
- G. The auctioneer must also provide contractor registration materials, buyer tickets, receipts, and all other supplies and equipment required for a professional auction.
- H. The auctioneer shall notify bidders that pick up of property must be made by 6:00 p.m. the day of the auction or by 3:30 p.m. on the Monday, Tuesday or Wednesday following the auction. Failure to pick up property by 3:30 p.m. on the Wednesday following the auction shall result in the property being considered abandoned and the State may dispose of it in any manner it chooses.

- * I. The auctioneer shall be responsible for the collection of all monies. Acceptable forms of payment shall be cash, debit card and credit card payments. Any debit/credit card transaction fees charged to the auctioneer by the debit/credit card company shall be borne by the *Bidder at a rate of 2.5%. *All sign-up or bidder participation fees are prohibited. The auctioneer shall collect only the amount of the high bid for each item of property sold, and shall not add any additional surcharge or fee of any kind, other than as addressed herein. ~~*All sign-up, debit/credit card transaction and/or bidder participation fees are prohibited.~~ Acceptable forms of payment must be clearly posted in the bidder registration area and must be publicly announced periodically during the auction event.

- * To amend debit/credit card transaction fees as mutually agreed effective January 1, 2014.

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~~ two thousand (\$2,000.00) 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)~~ two thousand (\$2,000.00) 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; and to indicate an increase in the Advertising and reimbursement amount without specific written approval to \$2000.00, effective January 1, 2014 as mutually agreed.

SPECIFICATION (Cont'd.)

VIII. STAFFING LEVELS:

The auctioneer shall provide sufficient experienced staff to conduct the auction smoothly, expeditiously, and professionally. The minimum staffing levels are:

- A. One (1) primary auctioneer and one (1) alternate (who will serve as a "ring man"), one (1) tally clerk, and not less than three (3) support personnel to sign up bidders and accept payments during and after the sale. Staffing requirements shall start at 8:00 a.m. and continue through the remainder of the day's auction event.
- B. The auctioneer shall provide not less than three (3) computer workstations for each auction. One (1) station shall be exclusively for initial bidder registration and later, for the entry of event sales records as received from the tally clerk. Two (2) stations shall be exclusively for the initial registration of bidders and later, for the processing of event sales payments as bidders check out.
- C. Subcontracting shall not be permitted, unless specifically authorized in writing by the Administrator of State and Federal Surplus Services or his/her representative.
- D. Neither the auctioneer(s) nor any of his/her employees shall be employees of the state of Ohio.

IX. MINIMUM PAYMENT:

If the specified payment rate in the contract fails to reach one thousand (\$1,000.00) dollars for an auction, the State shall make up the difference and the auctioneer shall be paid a total amount of one thousand (\$1,000.00) dollars for that auction.

X. TRUST ACCOUNT:

The contracted auctioneer must not co-mingle funds from the state of Ohio auctions with his/her own business or personal funds. The auctioneer must have an escrow or trustee account in which all state of Ohio auction proceeds must be kept.

XI. FOOD SERVICE:

The auctioneer shall be solely responsible for providing food service support at each auction. Food service shall be available from 8:30 a.m. until one (1) hour after the bidding is complete, or 4:30 p.m., whichever is earlier.

SPECIFICATION (Cont'd.)

XII. BID RESPONSE CONTENT:

- A. Bid Document: The bidder must provide the completed original (not a duplicate) bid document. It is requested that page 1 of the bid response be signed in blue ink.
- B. Auctioneer License: The bidder should provide a copy of their auctioneer license issued by the Ohio Department of Agriculture.
- C. Company Profile: Each bid response should include a profile of the bidder's capability, capacity and relevant experience working on projects similar to the work outlined in this ITB. The profile should also include the bidder's legal name, address, telephone number, fax number and email address; home office location; date established; ownership (such as public firm, partnership or subsidiary); firm leadership (such as corporate officers or partners); number of employees; number of employees engaged in tasks directly related to the work; and any other background information that will help the state gauge the ability of the bidder to fulfill the obligations of the contract. This ITB includes a Company Profile Summary form as Attachment One. The bidder should use this form and fill it out completely to provide the bidder requirement information.
- D. Company References: The bidder should include a minimum of one (1) reference for whom the bidder has successfully provided auctioneer services fulfilling the requirements specified herein. The reference must relate to work that was completed within the past two (2) years. This ITB includes a reference form as Attachment Two. The bidder should use this form and fill it out completely for each reference. The forms should be completed using typewritten or electronic means. The forms may be recreated electronically, but all fields and formats should be retained. The reference(s) should be willing to discuss the bidder's performance with the DAS, Office of Procurement Services during the bid evaluation.
- E. Company Performance Form: The bidder should complete and submit Attachment Three (Bidder Performance Form) with their bid response.
- F. Payment Remittance Address: The bidder should provide the address to which payment remittance to the bidder will be sent.
- G. W-9 Form: The bidder should complete and submit with the bid response a W-9 form. The form is available from the DAS, Office of Procurement Services website at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.
- H. Certificate of Insurance: The bidder should provide a certificate of insurance demonstrating coverage of the types and levels specified in the Supplement Contract Terms and Conditions. (See Articles S-12 and S-13 of the Supplemental Contract Terms and Conditions.)
- I. Workers' Compensation Certificate: A current Workers' Compensation certificate should be submitted with the bid response, if applicable. See Article S-12 of the Supplemental Contract Terms and Conditions.
- J. Affirmative Action Plan: Verification letter from the Equal Opportunity Division (EOD) of approval of an Affirmative Action Plan filed by the bidder with EOD (see Article V.I. of the Standard Contract Terms and Conditions) should be submitted with the bid response.
- K. Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization (DMA): A completed Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization (DMA) should be submitted with the bid response. The form is available at <http://www.publicsafety.ohio.gov/links/HLS0038.pdf>. Prior to completion of the DMA, the bidder shall review the Terrorist Exclusion List available at http://www.publicsafety.ohio.gov/links/terrorist_exclusion_list.pdf.

All documents specified in paragraphs XII.B. through XII.K. are necessary to evaluate the bid response. If any of the documents specified in paragraphs XII.B. through XII.K. are not included with the bid response, they will be requested during the bid evaluation. If documents are requested during the bid evaluation, they must be provided within five (5) business days of verbal or written request. Failure to submit documents requested during the evaluation may deem your bid not responsive and further consideration for award may not be given.

OAKS ITEM ID NO.	SERVICE	CONTRACTOR PAYMENT (PERCENTAGE OF GROSS PROCEEDS PER AUCTION)
18188	Percentage (%) of the auction event gross proceeds for each auction/sale from January 1, 2011 through December 31, 2012	4.4%

CONTRACTOR AND TERMS:

BID/CONTRACT NO.: OT903011-3 * (12/31/14)



197605 *
Cassel & Associates, LLC
6827 North High Street, Suite 109
Worthington, OH 43085

TERMS: Net 30 Days

CONTRACTOR'S CONTACT: Robert S. Cassel,

Telephone: (614) 433-7355
FAX: (614) 433-9020
E-mail: bob@casselauctions.com

* Denotes change of contractor's OAKS Vendor ID Number and change of OAKS Contract Number

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
3	1/1/14	To indicate a mutual agreement renewal under the same terms and conditions for twelve (12) months effective January 1, 2014 through December 31, 2014. And to change the General Requirements (IV – I) to read; "Any debit/credit card transaction fees charged by the debit/credit card company shall be borne by the Bidder at a rate of 2.5%. All sign-up, or bidder participation fees are prohibited", To indicate a change to the settlement time from eleven (11) days to five (5) working days after the auction; and to indicate an increase in the Advertising and reimbursement amount without specific written approval to \$2000.00, effective January 1, 2014 as mutually agreed.
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.