

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 - VEHICLE

CONTRACT No.: OT904708

EFFECTIVE DATES: 01/01/08 to 12/31/10
Renewal through 12/31/11 *

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT904708 that opened on 10/29/07. 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 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 Property, 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:

Elizabeth Lind, CPPB
elizabeth.lind@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>

* Denotes renewal of contract

Signed: _____
Robert Blair, Director Date

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* Denotes addition of page

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.

SPECIAL CONDITIONS: The Director, Department of Administrative Services reserves the right to bid large or unusual requirements, for items that may be a part of the awarded Contract, under a separate bid.

SPECIFICATION QUESTIONS: Information regarding submission of questions and clarifications for this Bid is provided on page one (1) of the Bid. Through the indicated inquiry closure date, Bidders may visit the Procurement Services website to post Bid related questions at <www.ohio.gov/procure>. Answers to all Bidder questions will be posted on the Procurement Services website and linked to the Bid number. Bidders can make their own inquiry and/or review all inquiry questions/responses from the same website page from which the Bid document is downloaded. The State will make every effort to respond to website inquiries 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 Bid communications, issued by the Department of Administrative Services, Office of Procurement Services, in a public, published format, will be considered valid.

MANDATORY/REQUIRED SUBMISSIONS: As specified, mandatory submissions must be submitted with the Bid Response. Required documentation/materials should be submitted with the Bid. If not submitted with the Bid, the Bidder must provide the said documentation/materials within five (5) business days, after notification, to the Office of Procurement Services. Failure to provide mandatory submissions with the Bid Response or failure to provide the required documentation/materials, as applicable, within the stated time period will result in the Bidder being deemed as not responsive and the Bid Response will be immediately disqualified with no further consideration given for potential awarding of the Contract.

For specific submission requirements, Bidders should refer to Specifications and Requirements and the Bid Submission Check List for a listing of those mandatory submissions due with the Bid Response and those other submissions that should be submitted with the Bid Response, but which do not become mandatory until requested during the Bid evaluation period.

ESTABLISHED BUSINESS: To be considered responsive, the Bidder must, at the time of Bid submission be an established business firm with all required licenses, bonds, facilities, equipment and trained personnel necessary to perform the work in this Bid. Documented proof may be required upon request by the Office of Procurement Services.

SUBCONTRACTING PROHIBITED: This amendment supersedes Article V, Part Q of the Standard Terms and Conditions. There shall be no subcontracting of the services specified herein. The company name listed on page 1 of the ITB/Contract shall be the company (through its employees) actually performing the services specified herein. The use of temporary personnel services shall be forbidden unless in an emergency situation in which prior approval has been given by the using agency.

SITE VISIT: Prior to submitting their Bid Response, the Bidder should visit the agency(ies) they are bidding in order to survey the facility(s) and to become familiar with the requirements of the Bid. The Bidder must contact each facility to schedule an appointment. 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.

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.

SPECIAL CONTRACT TERMS AND CONDITIONS

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the State will determine the lot total cost for the three (3) Contract years. The State will apply the following formula to calculate the lot total cost:

[(the estimated number of vehicle auctions per year) X (the estimated gross sales per auction) X (Bidder's percentage of the gross sales)] X (three years) equals the lot total cost.

Solely for calculation purposes, the State will use six (6) as the number of estimated auction events per year and \$432,962.00 as the estimated gross proceeds per auction event.

CONTRACT AWARD: The Contract will be awarded to the lowest responsive and responsible Bidder by low lot total. Low lot total will be determined by multiplying the unit cost by the estimated usage listed in the Bid and then adding each of the totals together to arrive at a total for all items. Failure to bid all items may result in the Bidder being deemed not responsive.

FIXED-PRICE WITH ECONOMIC ADJUSTMENT: The Contract prices(s) will remain firm for the first twelve (12) months duration of the Contract. Thereafter, the Contractor may submit a request to increase their price(s) to be effective thirty (30) calendar days after acceptance by DAS. No price adjustment will be permitted prior to the effective date of the increase received by the Contractor from his suppliers, or on purchase orders that are already being processed, or on purchase orders that have been filled and are awaiting shipment. If the Contractor receives orders requiring quarterly delivery, the increase will apply to all deliveries made after the effective date of the price increase.

The price increase must be supported by a general price increase in the cost of the finished supplies, due to increases in the cost of raw materials, labor, freight, Workers' Compensation and/or Unemployment Insurance, etc. Detailed documentation, to include a comparison list of the Contract items and proposed price increases, must be submitted to support the requested increase. Supportive documentation should include, but is not limited to: copies of the old and the current price lists or similar documents which indicate the original base cost of the product to the Contractor and the corresponding increase, and/or copies of correspondence sent by the Contractor's supplier on the supplier's letterhead, which contain the above price information and explains the source of the increase in such areas as raw materials, freight, fuel or labor, etc.

Should there be a decrease in the cost of the finished product due to a general decline in the market or some other factor, the Contractor is responsible to notify DAS immediately. The price decrease adjustment will be incorporated into the Contract and will be effective on all purchase orders issued after the effective date of the decrease. If the price decrease is a temporary decrease, such should be noted on the invoice. In the event that the temporary decrease is revoked, the Contract pricing will be returned to the pricing in effect prior to the temporary decrease. For quarterly deliveries, any decrease will be applied to deliveries made after the effective date of the decrease. Failure to comply with this provision will be considered as a default and will be subject to Provision I.C. "Termination/Suspension" and Provision II. of the "Contract Remedies:" of the "Standard Contract Terms and Conditions".

INCURRED COSTS: The State is not liable for any costs incurred by the Bidder prior to issuance of a Contract.

SPECIAL CHARGES: There shall be no assessment, surcharge, small order charge, broken case charge, minimum order charge, single item charge nor any other unspecified additional charge allowed by the State that is not specifically mentioned in this Bid or in any Contract awarded pursuant to this Bid. The Contractor must provide merchandise/service in unit quantity(s) as indicated in the Bid/Bid Response/Contract.

EXCEPTIONS: Any exceptions to these specifications must be explicitly detailed in the Bidder's Response. Exceptions will not disqualify a Bidder's Response, except in cases where specifically noted. It is the intention of the State to fully evaluate all acceptable alternate equal Bid Responses that meet the overall requirements of these specifications. State personnel will evaluate exceptions to determine whether variances are material enough to represent a violation of the specification intent or would give the Bidder a competitive advantage. However, exceptions to the stated levels of performance, reliability, and timeliness would represent such a violation of the intent of these specifications that would necessitate rejection of the Bid response.

SPECIAL CONTRACT TERMS AND CONDITIONS

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 SUPPLEMENTAL 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.

LIQUIDATED DAMAGES: In the event that an awarded Contractor fails to perform within the timeframe specified by the Contract and/or purchase order, the agency will contact the Contractor to determine when the purchase order will be fulfilled. If the Contractor cannot fulfill the purchase order requirements within a timeline acceptable to the agency, the agency may procure like-kind supplies/services from another resource and invoice the Contractor provider for the full additional amount charged by the third party provider. Invoices for said liquidated damages must be deducted from subsequent Contractor invoices prior to payment by the agency.

Under these damage recovery provisions, the agency may: (1) elect to procure any portion of the original order from another source; (2) charge the Contractor for any difference in cost for the merchandise/service procured; and (3) cancel any portion of the original order without Contractor penalty. Also reference Supplemental Contract Terms and Conditions, Article S-9, Time of Delivery, and Standard Contract Terms and Conditions, Section II, Contract Remedies.

- * USAGE REPORTS: Every twelve (12) 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, Attn: Elizabeth Lind.

* Denotes change of Procurement contact

SPECIFICATIONS AND REQUIREMENTS

AUCTIONEER SERVICES - VEHICLES

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 Property regarding the sale of vehicles as described herein. This Contract does not cover the sale of miscellaneous property.

II. BACKGROUND:

The State estimates that there will be six (6) vehicle auctions each year from the surplus vehicle lot located at 4200 Surface Road, Columbus, OH 43228. Approximately 150 to 200 vehicles may be sold at each auction with proceeds typically averaging \$432,962.00 per auction event. However, the state of Ohio makes no guarantee as to the number of auctions, the number of vehicles to be sold, and/or gross proceeds.

Cumulative auction sales figures for the previous two fiscal years are as follows:

	FY 2006			FY 2007		Percent
	Monthly	Cumulative		Monthly	Cumulative	Change
August	\$683,615	\$683,615		\$772,955	\$772,955	13.07%
October	\$465,750	\$1,149,365		\$514,725	\$1,287,680	12.03%
December	\$362,135	\$1,511,500		\$309,375	\$1,597,055	5.66%
February	\$298,000	\$1,809,500		\$338,750	\$1,935,805	6.98%
April	\$409,745	\$1,921,245		\$433,150	\$2,368,955	23.30%
June	\$448,150	\$2,369,395		\$457,200	\$2,826,155	19.28%

III. GENERAL REQUIREMENTS:

- A. The auctioneer will be notified by the Administrator of Surplus Property a minimum of forty-five (45) days in advance of each auction. Auctions will be held on Saturdays. Unavailability, cancellation, or failure to perform a scheduled auction date may result in the termination of the Contract and the assessment of liquidated damages against the Contractor.
- B. The items to be auctioned will be offered "as is, where is". The State makes no guarantee as to the condition of items being auctioned. All sales are final.
- C. Auctioneer shall visit the car lot prior to the day of sale to become familiar with the items to be sold.
- D. The State will provide a listing of the lot number, year, make, model, and VIN number of all vehicles to be sold to the auctioneer at least three (3) days prior to the sale. The auctioneer must be capable of receiving the vehicle inventory generated as either a Microsoft Access file or as a Microsoft Excel file, as directed by the Administrator of Surplus Property.
- E. Auctioneer shall provide a public address system, which can be clearly heard within a radius of 100 feet from the auctioneer, Contractor registration materials, buyer tickets, receipts, and all other supplies and equipment required for a professional auction.

SPECIFICATIONS AND REQUIREMENTS

- F. The auctioneer will record a list of bidders with their name, address, zip code, telephone number and bidder number and will provide this list to the State at settlement. This listing must be computerized, with the ability to be exported as either a Microsoft Access file or as a Microsoft Excel file, as directed by the Administrator of Surplus Property.
- G. After each sale of 10 vehicles (i.e. each sale sheet), the sales information will be given to the staff accepting payments to enable customers to pay for their vehicles as soon as possible.
- H. Purchasers will be given the option of paying the entire amount due on the date of sale or 25% of the total cost on the date of sale and the remaining 75% on the following Monday. Vehicle titles will not be transferred to purchaser until full payment is received. The auctioneer will be financially responsible to the State for price of any vehicle released or title transferred before full payment is received.
- I. Immediately upon receiving full payment for a vehicle, the auctioneer will fully complete the title transfer information, properly notarize the title, and present the title to the buyer.
- J. The auctioneer will provide at least one person, who is qualified as a Notary Public, to be present at the vehicle lot for the entire day of the auction, and on the Monday following the auction to accept payments and transfer titles.
- K. Immediately after payment, the auctioneer will provide to each successful bidder, a receipt indicating the bidder's name, address, telephone number, bidder number, the year, make, model, VIN number, odometer reading, lot number of the vehicle, and the sale price. Each receipt must be computer generated. Sales totals must be provided to the State as both a computer file and in hard copy format and must include the bidder's name, address, telephone number, bidder number, the year, make, model, VIN number, odometer reading, lot number of the vehicle, and the sale price.
- L. The auctioneer shall be responsible for collection of all monies. The auctioneer must allow for payment by personal and/or business checks subject to reasonable restrictions. The auctioneer will be liable to the state of Ohio for the cash amount of all checks. The auctioneer may delay providing the vehicles and/or title until the checks clear. If such delays occur, the auctioneer remains responsible for arranging payment, title transfer, and notary service.
- M. The auctioneer may collect only the amount of the high bid for each vehicle and will not add any additional surcharge or fee of any kind other than as addressed herein.

An auction customer (purchaser) may elect to pay for their purchase using a credit or debit card approved by the State. The State will absorb all percentage transaction fees charged by the credit/debit card company. The auctioneer shall not charge auction customers a surcharge for using credit/debit cards.
- N. The auctioneer shall notify bidders that pick-up of property must be made by 4:00 P.M. closing time on the Friday following the sale or property will be considered abandoned and the State may dispose of it in any manner it chooses.
- O. The auctioneer must count all cash receipts within one hour after completion of the auction and turn this cash over to the Administrator of Surplus Property.
- P. The auctioneer must utilize a computerized support system, either a Microsoft Access file or as a Microsoft Excel file, as directed by the Administrator of Surplus Property, which, at a minimum, registers bidders on the computer, utilizes computer generated sales receipts, and provides computer reports as required regarding the sale/payment status of any and all vehicles. The auctioneer must have utilized this computer support system in conjunction with at least one large scale auction in the two years prior to this Bid opening. A large scale auction for this specification is defined as consisting of at least 100 line items of property and with at least 200 registered event bidders. Each Bidder, except as noted below, must submit a copy of one page of the computerized bidders list, a computer generated sales receipt, and a computerized sales report from such large scale auction.

SPECIFICATIONS AND REQUIREMENTS

Any Bidder who has conducted a surplus vehicle auction utilizing a computer support system for the Department of Administrative Services, as attested to by the Administrator of Surplus Property, is not required to submit a sample of computerized auction sheets. If the apparent low Bidder has not previously conducted a surplus vehicle auction using a computerized support system, the Bidder will be required to submit the computerized reports cited above. As part of the evaluation process, to determine the lowest responsive and responsible Bidder, the Bidder will be required to provide the said reports within five (5) business days, after notification, by the Office of Procurement Services. The Administrator of Surplus Property will review the reports and meet with the Contractor to verify, to the Administrator's satisfaction, that the Contractor does indeed have a viable computer support system capable of meeting the requirements of the state of Ohio. The Bidder must demonstrate the capability to provide a computerized support system which, at a minimum, compiles the event inventory, registers event bidders, creates computer generated sales receipts, and provides computer generated reports, as required, regarding the sale/payment status of all vehicles. Failure to provide these computer reports within the stated time period will result in the Bidder being deemed as not-responsive and the Bid Response will be immediately disqualified with no future consideration given for potential awarding of the Contract.

IV. ADVERTISING:

A prominent advertising notice will be placed in the Columbus Dispatch (Public Auction section) on the Sunday preceding the sale outlining details of the sale. An additional small lead ad will be placed one week earlier in the Columbus Dispatch. The auctioneer is encouraged to initiate any other advertising he/she deems appropriate. However, no more than three thousand (\$3,000.00) dollars per vehicle auction may be spent on advertising including printing of fliers without specific written approval from the Administrator of Surplus Property. Paid receipts for all advertising and copies of the advertising are required prior to settlement before reimbursement for advertising will be allowed.

V. SETTLEMENT:

- A. Vehicle auctions will have two interim settlements and a final settlement. On the day of sale, the auctioneer will hand over to the Administrator of Surplus Property, or his representative, all cash receipts collected on the day of sale. The Administrator will provide the auctioneer with a signed receipt for the money. On Monday following the auction, all cash receipts of the day will be handed over as noted above. No deductions of any type are to be taken from the interim settlements. At the second interim settlement, the auctioneer will provide a listing of all registered bidders with their address, including ZIP code, together with their bidder number and telephone number. The auctioneer will also provide a listing of each item and lot sold to include lot number, brief description, award price, and bidder number of buyer, and a listing of all items not sold. These reports must be computer generated as either a Microsoft Access file or as a Microsoft Excel file, as directed by the Administrator of Surplus Property. Sales records must be provided to the State as both a computer file and in hard copy format.
- B. Final settlement will be made with the Administrator of Surplus Property, or his representative, no later than eleven (11) working days after the auction. At final settlement, the auctioneer will remit all auction proceeds (less cash previously transferred, as in General Requirements, paragraph N above) to the state of Ohio by way of a cashiers check made payable to: "Treasurer, State of Ohio". At final settlement, or later if the auctioneer so chooses, the auctioneer will submit an invoice for his contracted percentage of the gross sales, advertising and sale fliers. No other charges are authorized, other than as addressed herein. Paid receipts must be submitted for advertising and sale flyer expenses. At final settlement, the auctioneer will provide a bidders list (a listing of all bidders with their name, address, zip code and telephone number), a sales list of lots sold (including lot number, brief description, award price, and bidder number of buyer), a sales by lot typed report (a listing grouping all similar units sold), and a listing of sales by bidder number report. These reports will be provided in duplicate. Any purchase transaction conducted in-full or in-part by credit or debit card must be identified separately.

SPECIFICATIONS AND REQUIREMENTS

VI. EXPERIENCE AND LICENSING:

- A. The primary auctioneer must have been licensed for not less than five years and the alternate auctioneer must have been licensed for not less than three years. The primary and alternate auctioneer must be licensed in the state of Ohio throughout the term of the Contract.
- B. The auctioneer company must have successfully conducted at least three (3) auctions within the past two years with at least one hundred (100) line items and with at least two hundred (200) registered bidders.
- C. The auctioneer company must demonstrate not less than one year of experience utilizing a computerized support system to record inventory, register bidders, and generate sales reports.
- D. The Contractor should provide evidence of the required experience and proof of licensing along with the Bid. If not submitted with the Bid, the Bidder will be required to provide the said reports within five (5) business days, after notification, by the Office of Procurement Services.

VII. ESTABLISHED BUSINESS PRESENCE:

Due to the very large amounts of cash involved in these auctions, the auctioneer must have an established business presence to be considered for this Bid. Established business presence is defined as being listed in the telephone directory as an auctioneer, and operating out of a place of business other than one's residence.

VIII. STAFFING LEVELS:

The auctioneer will provide sufficient experienced staff to conduct the auction smoothly, expeditiously, and professionally. The minimum staffing level is seven (7) persons to include:

- A. One primary auctioneer and an alternate, one tally clerk, and one driver to drive pickup which serves as a bidding platform, and three (3) additional support persons (one of which must be a Notary). At least three (3) people will sign up bidders, accept payments and transfer titles, starting at 8:00 a.m. and continuing through the remainder of the day. Also, at least one person, who must be a Notary, is required to work all day the Monday following the sale.
- B. Sub-Contracting shall not be permitted.
- C. Neither the auctioneer(s) nor any of his/her employees shall be employees of the state of Ohio.

IX. AUCTIONEER/STAFF PARTICIPATION:

- A. Employees of the auctioneer or persons associated with and/or representing the auctioneer are prohibited from participating in the auction bidding.
- B. Complaints from the public will be investigated thru the Complaint to Vendor process. Any complaint of self dealing or bid inflation, that is found to have merit, may be cause for termination of the Contract.

X. TRUST ACCOUNT:

The Contracted auctioneer will not co-mingle funds from the state of Ohio auctions with his own 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 will be solely responsible for providing food service at each auction. Food service will be available from 8:30 A.M. until one (1) hour after the bidding is completed or 3:00 P.M., whichever time is later.

PRICE SCHEDULE

NOTE: The State will not accept or evaluate any other form of bidding other than the percentage of the gross proceeds for each auction event as shown herein.

OAKS ITEM ID: 3967

My Bid is 0.59 % of the gross proceeds for each Ohio - State and Federal Surplus Property vehicle auction event conducted January 01, 2008 through December 31, 2010.

As a baseline for any future cost increase requests, the Bidder shall indicate, as a percentage of the total cost, what the cost elements are for calculating their percentage price to the State. Sum of percentages must equal one hundred percent.				
Administrative Cost	Labor Cost	Supplies Cost	Advertising Cost	Other (Name Cost)
N/A %	N/A %	N/A %	N/A %	N/A %

CONTRACTOR INDEX



CONTRACTOR AND TERMS:

0000133461
 Cassel & Associates Realtors/Auctioneers
 6827 N. High Street, Suite 109
 Worthington, Ohio 43085

BID CONTRACT NO.: OT904708-1 (12/31/10)

TERMS: Net 30 Days

CONTRACTOR'S CONTACT: Robert S. Cassel,

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

PREFERRED METHOD OF RECEIVING PURCHASE ORDERS: E-MAIL: bob@casselauctions.com

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
2	07/01/11	Notification of contract renewal from July 1, 2011 through December 31, 2011
1	01/01/11	Notification of contract renewal from January 1, 2011 through June 30, 2011, change of Procurement contract, and addition of Summary of Amendments