

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 SURPLUS VEHICLES AND MISCELLANEOUS SURPLUS, SIMULTANEOUS LIVE AND INTERNET

CONTRACT No.: OT903915

EFFECTIVE DATES: January 1, 2015 to December 31, 2017

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT903915 that opened on 11/24/14. 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](#) (Revised 10/2013), 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 Ohio Department of Administrative Services, State and Federal Surplus 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:

Patrick Means, CPPB
patrick.means@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>

Signed: _____
Robert Blair, Director Date

TABLE OF CONTENTS

<u>CLAUSES</u>	<u>PAGE NO.</u>
Special Terms and Conditions	3-4
Specifications	5-8
Price Schedule	9
Contractors Index	10

SPECIAL 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 Amy Rice 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.

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". Bidders are eligible to receive awards for both line items providing they are the lowest responsive and responsible bidder meeting all bid specifications and requirements. 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.

Bid Automobile Liability Checklist

Contractor will indicate, by checking the appropriate box(es) below, which mode of transportation will apply to this contract.

- Bidder/Broker ("The Contractor") or their Sub Contractor will make delivery or be performing services using a vehicle that is owned, leased or rented. Provide Certificate of Insurance documenting automobile liability with a Combined Single Limit of \$500,000.00.
- Goods/Services will be delivered via common carrier.
- No employee or representative of the contractor will have cause to be on state property to make deliveries or to perform services.

SPECIAL TERMS AND CONDITIONS (Cont'd)

DISCLOSURE OF SERVICE PROVIDERS (See Standard Contract Terms and Conditions, Section [Roman Numeral] V. General Provisions: Paragraph G.):

Bidders seeking to enter into a service contract shall disclose the following:

a) Principal location of business for the contractor (Name/City/State/Country)

6827 N. High Street, Worthington, OH 43078

b) Principal location of all subcontractors (Name/City/State/Country)

N/A

c) Location where services will be performed (Name/City/State/Country)

d) Location where any State data, applicable to the Contract, will be maintained or made available (Name/City/State/Country)

By the signature affixed to Page 1 of this Bid, Bidder hereby certifies that the above information is true and accurate. The Bidder agrees that no changes will be made to this list of subcontractors or locations where work will be performed or data will be stored without prior written approval of DAS. Any attempt by the Bidder/Contractor to change or otherwise alter subcontractors, locations where services will be performed or locations where data will be stored, without prior written approval of DAS, will be deemed as a default. If a default should occur, DAS will seek all legal remedies as set forth in the Terms and Conditions which may include immediate cancellation of the Contract. Failure to complete this page may deem your bid not responsive.

SPECIFICATIONS

I. SCOPE:

The purpose of this contract 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 and the sale of surplus vehicles as described herein. The term of any contract issued pursuant to this ITB shall be two (2) years, from January 1, 2015 through December 31, 2017.

II. BACKGROUND:

Miscellaneous Surplus Property: 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 one hundred thousand (\$100,000.00) 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.

Surplus Vehicles: 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 one hundred and fifty (150) vehicles may be sold at each auction with proceeds typically averaging three hundred thousand (\$300,000.00) 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 the proceeds from each auction.

Potential bidders will have an opportunity to observe a State Auction on November 15, 2014 at 4200 Surface Rd, Columbus, OH 43228. Potential bidders are not allowed to solicit information from any state employees or auction service contractors during the auction. All inquiries must be posted to procurement Services website. See the following link for more information about the auction. <http://das.ohio.gov/Divisions/GeneralServices/Surplus.aspx>

III. APPLICABLE DOCUMENTS:

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. General Requirements for Both Miscellaneous and Vehicle Auctions:

1. The auctioneer shall be notified by the Administrator of State and Federal Surplus Services a minimum of forty-five (45) days in advance of each vehicle auction and 30 days' notice for miscellaneous state property auctions. 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.
2. 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.
3. The auctioneer shall visit the sale location prior to the day of sale to become familiar with the items to be sold.
4. The auctioneer must provide a public address system, which can be clearly heard within a radius of one hundred (100') feet from the auctioneer.
5. The auctioneer must also provide contractor registration materials, buyer tickets, receipts and all other supplies and equipment required for a professional auction.
6. The auctioneer shall be responsible for the collection of all monies.
7. The auctioneer must count all cash receipts within one hour after completion of the auction and turn this cash over to the Administrator of State and Federal Surplus Services.
8. The auctioneer will provide a backup computer with sale information pre-loaded as an emergency backup.
9. 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.
10. 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. The reference(s) should be willing to discuss the bidder's performance with the DAS, Office of Procurement Services during the bid evaluation.

SPECIFICATIONS (Cont'd.)

B. General Requirements for Miscellaneous state property:

1. The State shall provide a general listing of the items to be sold at the auction to the auctioneer.
2. 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.
3. 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.
4. 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 3:00 p.m. on the Monday, Tuesday or Wednesday following the auction. Failure to pick up property by 3:00 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.
5. 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 3%. 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. Acceptable forms of payment must be clearly posted in the bidder registration area and must be publicly announced periodically during the auction event.

C. General Requirements for Vehicle Auctions

1. The State shall 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 State and Federal Surplus Services.
2. The auctioneer shall record a list of bidders with their name, address, zip code, telephone number and bidder number and shall provide this hardcopy list to the state the day of the sale. This data 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 State and Federal Surplus Services. The auctioneer must provide this data in an electronic spreadsheet by the Monday following the auction with the following data fields: Inventory Number, Date Sold, Type of Sale, Sale Price, Bid Number, Business Office Reference Number, Buyer Name, Buyer Address, Buyer City, Buyer State, and Buyer Zip Code.
3. After each sale of ten (10) vehicles (i.e. each sale sheet), the sales information shall be given to the staff accepting payments to enable customers to pay for their vehicles as soon as possible.
4. Purchasers will be required to pay the entire amount due on the date of the sale. Vehicle titles will not be transferred to purchaser until full payment is received. The auctioneer will be financially responsible to the State for the price of any vehicle released or title transferred before full payment is received. The auctioneer shall be responsible for the collection of all monies. The auctioneer shall collect only the amount of the high bid for each vehicle sold, and shall not add any additional surcharge or fee of any kind. Acceptable forms of payment shall be cash, cashier's check and debit/credit card. The State no longer accepts business or personal checks. Any debit/credit card transaction fees charged by the debit/credit card company shall be borne by the Bidder at a rate of 3%. All sign-up, 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.
5. The auctioneer shall provide at least one (1) person, who is qualified as a Notary Public, to be present at the vehicle lot for the entire day of the auction.
6. Immediately upon receiving full payment for a vehicle, the auctioneer shall fully complete the title transfer information, properly notarize the title, and present the title to the buyer.
7. Immediately after payment, the auctioneer shall 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 same information as the bidder receipt. The sales report shall have a total at the end.

SPECIFICATIONS (Cont'd.)

8. 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.
9. 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 State and Federal Surplus Services, 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 (1) large-scale auction in the two (2) years prior to the bid opening. A large-scale auction for the purpose of this bid is defined as consisting of at least one hundred (100) line items of property and with at least two hundred (200) registered event bidders. Each Bidder, except as noted below, must submit a copy of one (1) page of the computerized bidders list, a computer generated sales receipt and a computerized sales report from such large- scale auction. The Administrator of State and Federal Surplus Services shall review the reports and may meet with the Bidder to verify, to the Administrator's satisfaction, that the Bidder has 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, complies the inventory; registers event bidders; creates computer generated sales receipts, and provides computer generated reports, as required, regarding the sale/payment status of all vehicles.
10. The auctioneer must have experience with broadcasting auctions live via the internet and be able to make this service available at each vehicle auction. The state shall reimburse the Auctioneer for the cost of this internet bidding service, providing this service is competitively priced.
11. The auctioneer must provide an electronic spreadsheet by the Monday following the auction with the following data fields: Inventory Number; Date Sold; Type of Sale; Sale Price; Bid Number; Business Office Reference Number; Buyer Name; Buyer Address; Buyer City; Buyer State and Buyer Zip Code.
12. The auctioneer may collect only the amount of the high bid for each vehicle sold, and shall not add any additional surcharge or fee of any kind other than as addressed herein.

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 they deem appropriate. However, no more than fifteen hundred (\$1,500) 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 their representative, no later than eleven (11) 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 their 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 fifteen hundred (\$1,500) 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.

SPECIFICATIONS (Cont'd.)

B. The auctioneer must have a substantial business presence which requires both:

1. A business listing in the telephone directory (white or yellow pages) and a company website as an auctioneer and;
2. An identifiable location/place of business separate from a residential location.

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 their representative.
- D. Neither the auctioneer(s) nor any of their 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 their 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.

PRICE SCHEDULE

OAKS ITEM ID NO.	ITEM 1 Surplus Vehicle Auction	BIDDER PAYMENT (PERCENTAGE OF GROSS PROCEEDS PER AUCTION)
26756	Percentage (%) of the auction event gross proceeds for each auction/sale from January 1, 2015 through December 31, 2017	1.7%

OAKS ITEM ID NO.	ITEM 2 Miscellaneous Surplus Auction	BIDDER PAYMENT (PERCENTAGE OF GROSS PROCEEDS PER AUCTION)
26757	Percentage (%) of the auction event gross proceeds for each auction/sale from January 1, 2015 through December 31, 2017	2.8%

CONTRACTOR AND TERMS:

BID/CONTRACT NO.: OT903915-1



197605
Cassel & Associate
6827 North High Street, Suite 109
Worthington, Ohio 43085

TERMS: Net 30 Days

CONTRACTOR'S CONTACT: Robert S. Cassel,

Toll Free: (866) 840-7355
Telephone: (614) 433-7355
FAX: (614) 433-9020
E-mail: bob@casselauctions.com