

INVITATION TO BID

State of Ohio
Department of Administrative Services
General Services Division
Office of Procurement Services

The original signed bid must be submitted to the Office of Procurement Services to receive consideration for award.		BIDDER NAME	
BID NUMBER 0B103116	OPENING DATE (1:00 p.m.) APRIL 20, 2016	STREET ADDRESS <input type="checkbox"/> Check if remit address is different and list on separate sheet	
General Services Division Office of Procurement Services 4200 Surface Road Columbus, OH 43228-1395 Attn: Bid Desk		CITY STATE ZIP	
		COUNTY	MBE/EDGE CERTIFICATE NUMBER
		TELEPHONE NO. ()	TOLL FREE NO. 1 - ()
		CONTACT PERSON	FAX NO. ()
REQ./INDEX NO. TBD	BID NOTICE DATE 04/12/16	CONTRACTOR'S E-MAIL ADDRESS	
SELECT YOUR PREFERRED METHOD OF RECEIVING PURCHASE ORDERS AND ENTER THE E-MAIL OR FAX NUMBER INFORMATION (ONLY SELECT ONE METHOD)			
<input type="checkbox"/> E-Mail <input type="checkbox"/> Fax			
In addition to the standard terms for payment, the payment terms for state agency(ies) will be 2%, 10 Days, Net 30 Days unless otherwise stated in the following space. If no discount _____%, _____ Days, Net 30 Days is offered, bidder should circle "Net 30 Days".			
BILL TO: Ohio Shared Services PO BOX 182880 Columbus, OH 43218-2880		SHIP TO: See "General Requirements" page 5	
DELIVERY REQUESTED F.O.B./DEST. P.P.D. <u>See "General Requirements" pg. 5</u>		DELIVERY OFFERED (IF DIFFERENT) F.O.B./DEST.P.P.D. _____	
<p>THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES IS SOLICITING BIDS FOR:</p> <p>AUCTIONEER SERVICES, DAIRY CATTLE AND VARIOUS RELATED EQUIPMENT AND SUPPLIES</p> <p>QUANTITY AND DURATION: This Invitation to Bid, which is not a contract, is considered to be a one-time procurement offer for the product(s)/service(s) as listed herein. The successful Contractor may commence performance of the awarded contract upon receipt of an official State of Ohio Purchase Order (ADM0523/ORDE). Upon completion of the contract and upon receipt of proper invoices, payment will be provided by the ordering agency. The contract will then be considered as complete and no further purchases may be placed against the contract. With the exception of approved overrun/underrun tolerances, any deviations from the quantity listed in the awarded contract shall not be permissible nor acceptable.</p> <p>INSTRUCTIONS TO BIDDERS AND CONTRACT TERMS AND CONDITIONS, Revised 10/2013, are a part of this Invitation to Bid. Copies may be downloaded by clicking the link above. All prior versions of Instructions to Bidders, Contract Terms and Conditions are null and void.</p> <p>By submitting this Invitation to Bid, the Contractor certifies that Contractor has truthfully disclosed the location(s) where all services are to be performed; the location(s) where all applicable State contract data is to be maintained or made available; and the principal location of business for the Contractor and all subcontractors. The Contractor further certifies and acknowledges that Contractor will not change the country of the location(s) where services are performed and will not change the country of the location(s) where data is maintained or made available without prior written consent of the State.</p> <p>INQUIRIES: All inquiries should be submitted a minimum of two (2) working days prior to the bid opening date through the Procurement website, http://procure.ohio.gov/. Locate the "Quick Links" menu on the right, select "Bid Opportunities Search"; Step 1, enter the "Bid Number"; Step 2, click "Search"; Step 3, click the "Document/Bid Number." The "Submit Inquiry" button is at the bottom right of the Opportunity Detail page. Bidders will not receive a personalized e-mail response to their question, nor will they receive notification when the question is answered. Responses may be viewed by clicking the "View Q & A" button located beneath the "Submit Inquiry" button.</p>			
PRINTED/TYPED SIGNATURE		AUTHORIZED SIGNATURE (ORIGINAL SIGNATURE ONLY) (Please sign in blue ink)	
		DATE	

The original signed bid must be submitted to the Office of Procurement Services by 1:00 o'clock p.m. on the above listed opening date to receive consideration for award. It is requested that the bidder not sign their bid in black ink. Bidder certifies, by signature affixed to its bid, that the information provided by it in its bid including the certified statements, is accurate and complete. Bidder declares to have read and understood and agrees to be bound by all of the instructions, terms, conditions and specifications of this Invitation to Bid and agrees to fulfill the requirements of any awarded contract at the prices bid.

BID PRICE SCHEDULE:

Bidders shall not insert a unit cost more than 3 digits after the decimal point. Digit(s) beyond 3, after the decimal point, shall be dropped by the Office of Procurement Services and not used in evaluation and any subsequent order.

LINE ITEM	OAKS ITEM NUMBER	DESCRIPTION	BIDDER PAYMENT (PERCENTAGE OF GROSS PROCEEDS PER AUCTION)
1.	TBD	AUCTIONEERING SERVICES FOR APPROXIMATELY 1,014 DAIRY CATTLE AND VARIOUS EQUIPMENT AT FIVE (5) DEPARTMENT OF REHABILITATION AND CORRECTION FARMS	%

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.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". 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.

AUCTION MARKETING: The Contractor will be responsible for all event marketing and advertising of the auctions to the public. After award, the contractor will submit a marketing plan to the Ohio Department of Administrative Services (DAS) and the Ohio Department of Rehabilitation and Correction (DRC) for approval. The auctioneer is encouraged to initiate any other advertising they deem appropriate. No advertising is permitted without prior approval through DRC and DAS. Paid receipts for all advertising are required, prior to settlement, before reimbursement for advertising shall be allowed.

SITE ACCESS: The five (5) cattle farms are located on land that includes secured correctional facilities with restricted access. Sites will not be available prior to the bid opening. The Contractor will have access to inspect the facilities, cattle, and equipment prior to the auction events. Cameras for pictures of the site, cattle, and equipment will be permitted on Contractor site visits. Information for scheduling site visits will be provided to the Contractor and scheduled in coordination with DAS and DRC.

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. All cattle and equipment are considered "as-is" and transfer of ownership occurs after a successful auction sale. DAS will not accept a return of any cattle or equipment after a sale.

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.)

BIDDER QUALIFICATIONS: The following qualifications will be used in the evaluation of valid bid responses to determine responsiveness. If not provided as a part of the bid response, Bidder has three (3) days to provide information after requested by DAS. If a Bidder fails to meet the following qualifications, DAS reserves the right to remove that Bidder from consideration for award.

1. 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.
2. 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.
3. 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 four (4) public auctions of similar scope 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.

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)

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

c) 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.

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.

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.

SPECIFICATIONS

- 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 to manage the sale of dairy cattle and equipment used in dairy production as described herein. The dairy cattle and equipment auctions will be held at five (5) locations; Marion Correctional Institution, Pickaway Correctional Institution, Chillicothe Correctional institution, London Correctional Institution and Lebanon Correctional Institution.
- II. **BACKGROUND:** DRC is phasing out farm operations and will redirect resources to meet the core mission of the agency. By focusing on programs inside facilities, DRC can provide more resources to improve safety and give inmates meaningful, in-demand job training and preparedness which will contribute to the reduction of crime in Ohio by providing an individual with greater tools for successful reentry into society. The State of Ohio makes no guarantee as to the amount of property to be sold and/or proceeds from each auction.
- 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

- 1. The auction will be a complete dairy herd dispersal of Holstein Black and White cattle, including cows in all stages of lactation, bred, open cows, dry cows, bred heifers, open heifers and calves, closed herd with DHI records.
- 2. Dates and locations for each of the five (5) auctions are in the chart below and no alterations to this schedule will be considered. Auctions shall be held on the specified dates during normal business hours, 7:00AM to 5:00PM EST. 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.

DATE	SITE	ESTIMATED NUMBER OF DAIRY CATTLE
May 18, 2016	Marion Correctional Institution (MCI) 940 Marion-Williamsport Rd E. Marion, OH 43302	79
May 24, 2016	Pickaway Correctional Institution (PCI) 11781 OH-762 Orient, OH 43146	260
May 25, 2016	Chillicothe Correctional Institution (CCI) 15802 OH-104 Chillicothe, OH 45601	169
June 8, 2016	Lebanon Correctional Institution (LECI) 3791 OH-63 Lebanon, OH 45036	184
June 9, 2016	London Correctional Institution (LOCI) 1580 State Route 56 SW London, OH 43140	322

- 3. At a minimum, the Contractor will provide notification to the Ohio Cattlemen’s Association, the Ohio Cattlewomen’s Association, the Ohio Beef Council, the Ohio Dairy Producers Association, and the American Dairy Association. In addition, newspaper advertisements will be published in coordination with the list below;
 - a. Chillicothe Auction – Chillicothe Gazette
 - b. Lebanon Auction – Middletown Journal
 - c. London Auction – Madison Press
 - d. Marion Auction – Marion Star
 - e. Pickaway Auction – Circleville Herald

SPECIFICATIONS CONT'D.)

4. The items to be auctioned shall be offered "as is". The State shall make no guarantee as to the condition of items being auctioned. All sales shall be final.
5. The auctioneer shall visit the sale location prior to the day of sale to become familiar with the items to be sold.
6. The auctioneer must provide a public address system, which can be clearly heard within a radius of one hundred (100') feet from the auctioneer.
7. The Contractor must also provide registration materials, buyer tickets, receipts and all other supplies and equipment required for a professional auction.
8. The auctioneer shall be responsible for the collection of all monies.
9. The auctioneer must count all cash receipts within one hour after completion of the auction.

B. 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 each 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:

1. Auctioneer services in the amount specified in the contract, and
2. Reimbursement for the approved advertising and printing of fliers approved by DAS & DRC. 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.

C. Requirements for state property:

1. The State shall provide a detailed 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 within 24 hours of the auction. Failure to pick up property by this time 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.

SPECIFICATIONS CONT'D.)

D. Correctional Facility Access and Restrictions:

DRC shall provide a single point of contact (DRC POC) for site access and security at each location. Generally, site access will be limited to the hours of 7 AM and 5 PM, Monday through Friday. All access will require preapproval from the site's DRC POC. There are behavioral expectations of Contractors and restrictions on the items brought onto the grounds of a state correctional institution, which are covered by Attachment D "Standards of Conduct for Contractors, Volunteers and Interns." Contractors will be required one time to complete a four hour orientation which can be at a location of the Contractor's choosing. Wireless communication devices (such as cellular phones and two-way radios) will likely be necessary for the auction. Such devices will receive preclearance from the DRC POC.

E. Staffing Levels:

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

1. One (1) primary auctioneer and one (1) alternate, 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.
2. 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.
3. Subcontracting shall not be permitted, unless specifically authorized in writing by the Administrator of State and Federal Surplus Services or their representative.
4. Neither the auctioneer(s) nor any of their employees shall be employees of the state of Ohio.

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ATTACHMENTS

CONTRACTOR ORIENTATION & TRAINING: In order to establish uniform safety and security guidelines for Contractors providing services on-site for the Department of Rehabilitation and Correction, the awarded bidder complete a four hour orientation which can be at a location of the Contractor's choosing. The awarded Contractor must complete the orientation and submit the following attachments to DRC prior to hosting the auctions.

- A. [Contractor Orientation](#)
- B. [Acknowledgement of Orientation \(DRC1787\)](#)
- C. [Declaration of Understanding \(DRC2554\)](#)
- D. [Standards of Conduct for Contractors/Volunteers and Interns \(DRC4376\)](#)
- E. [Acknowledgement of Contractor Orientation for Key Control \(DRC1891\)](#)