



# Department of Commerce

John R. Kasich, Governor  
Andre T. Porter, Director

**Request for Proposal**  
**Issued by:**  
**The Ohio Department of Commerce**  
**Division of Unclaimed Funds**  
**Issue Date: 4/03/2015**  
**Pre Bid: 4/10/2015**  
**Closed Date: 4/24/2015**

**Unclaimed Property Appraisal Services**  
**RFP Number: COM2015-UCF01**

## **I. Purpose**

The purpose of the Request for Proposals (RFP) is to procure services from qualified companies that are able to perform appraisal services on safekeeping contents held by the Ohio Department of Commerce Division of Unclaimed Funds (State). Information, as well as reports prepared during the appraisal process, will be used by the contractor to assist the State in preparation for an auction(s) of these safekeeping contents.

The contractor will be selected based upon a thorough analysis of each contractor's ability to provide the State with the highest quality appraisal services on various types of contents contained within numerous owners safe deposit boxes. The State will only contract with contractors that display the flexibility that is required in coordinating and working with State staff in order to complete the appraisal process in the most timely and efficient manner possible.

## **II. Background**

The Ohio Unclaimed Funds Laws have been in effect since 1968. Under Revised Code Chapter 169, the Ohio Department of Commerce, through the Division of Unclaimed Funds, is responsible for the collection, custody, and return of unclaimed property to the rightful owners. The Division actively seeks to locate the rightful owners of unclaimed property or their heirs, through various outreach activities, such as advertising and the Internet. This is done as a protection for the citizens of the state of Ohio.

Examples of property received by the Division include dormant checking and savings accounts, uncashed checks, stock certificates, uncashed insurance policies, and property contained in safe deposit boxes. Specifically, property contained in safe deposit boxes (Safekeeping) is processed and maintained by staff working within the Accountability Section of the Division.

## **III. Scope of Work**

### **A. Performance Specifications**

1. Contractor shall provide the Department of Commerce, Division of Unclaimed Funds with comprehensive appraisal services for the appraisal of safekeeping items as requested by State. State and Contractor acknowledge that State may enter into similar contracts with other parties, and that the contract is not intended to establish an exclusive relationship for such services between State and Contractor.
2. Contractor shall meet with representatives of the State on an on-going basis, and at mutually agreeable times, at State's facilities, to view, evaluate, and appraise items selected by State to be placed on public auction. At State's request, Contractor shall also meet with State and State's auctioneer to assist State with the planning, coordination and implementation of a public auction(s) of the appraised items.
3. Contractor, its employees, officers, agents and subcontractors, shall be barred from bidding, directly or indirectly, on any item for which Contractor conducted an evaluation and appraisal.
4. Contractor shall use standards, resources, methods and procedures generally accepted by appraisers in appraising the items, and shall provide State with a written appraisal of the value of each item.
5. Contractor shall perform all appraisals at the offices of the Ohio Department of Commerce. The Contractor shall work approximately sixteen (16) hours per week. State, in its sole discretion, may determine it is in State's best interest that more than sixteen (16) hours per week are required, or by mutual consent of State and Contractor.
6. Contractor shall be responsible for identifying and fairly appraising safekeeping items weekly including, but not limited to:
  - a) *Coins and currency* – Contractor shall identify, appraise and provide written, accurate identifying descriptions, to include, but not limited to, grading or condition, date and other identifying characteristics of all types of coins and currency, foreign and domestic.
  - b) *Gold, silver, platinum and other precious metals* – Contractor shall determine, in writing, the karat of gold or fineness of silver by testing and provide a penny weight or gram weight. Other precious metal will be identified, weighted and tested if possible.
  - c) *Miscellaneous property* – Contractor shall identify, appraise and provide written, accurate identification and description of the following items, including but not limited to, knives, watches, stock certificates, historical documents, stamp collections, flatware, baseball cards, autographs, and historical documents.
  - d) *Jewelry, precious and semi-precious stones* – Contractor shall identify, appraise, and provide written, accurate identification and description of all jewelry items, including the testing of precious metals to include weights. Contractor shall identify, appraise and provide accurate, written identification, description and estimated size of all precious and semi-precious stones. A detailed identification is required when, in the best judgment of the appraiser, it is necessary, to determine the value of a stone.

7. Contractor shall provide a written estimated value for a beginning minimum reserve auction price for each appraised item to facilitate the sale of the property.
8. Upon State approval, Contractor may consult or sub-contract with other qualified sources that conform to the above Paragraphs (1) through (7) of this Scope of Work when Contractor is unable to properly identify an item or to provide an appraised value for an inventory item.
9. Contractor shall be present during the public preview and public auction, the date and time of which shall be mutually agreed upon by the Contractor, auctioneer and State, and shall assist State with appraisal services on the day of the auction as requested by State.

#### **B. Security specifications**

All equipment, software, and networking solutions must meet Department and State standards for compatibility, security, and regulations as evaluated by the Commerce's Information Technology Group and Chief Legal Counsel.

#### **IV. Pre Bid Conference**

A Pre Bid Conference will be held on **April 10, 2015 at 2:00 p.m.** at the Ohio Department of Commerce, 77 South High Street, 20th Floor, Columbus, Ohio 43215, at which time vendors may ask questions about the RFP prior to submitting a proposal. Attendance is encouraged but not mandatory. There will be a sample viewing of the type of items to appraised.

#### **V. Time of Performance**

The contractor shall maintain services availability as outlined in Section III Scope of Work, from the time of the contract award and execution through June 30, 2015. The contract may be renewed on the same terms at the discretion of the vendor for an additional two years of service.

#### **VI. Contractor Required Qualifications**

- ***Primary Business*** – Contractor must be an experienced certified appraiser with the skills and expertise necessary to appraise unclaimed property from safe deposit boxes and other safekeeping repositories including, but not limited to, coins and currency; jewelry, including diamonds and other precious and semiprecious stones; gold, silver, platinum and other precious metals; and other items of commercial value including, but not limited to, knives, paintings, watches, stock certificate's historical documents and stamp collections.
- ***Firm Capabilities*** – Contractor must possess a minimum of five (5) years numismatic experience, plus broad experience in general appraisal work of personal property to establish a fair and professional identification and appraisal value of coins and currency; jewelry, including diamonds and other precious and semi-precious stones; gold, silver, platinum and other precious metals and miscellaneous property including, but not limited to, knives, paintings, watches, stock certificates, and stamp collections.

Contractor shall be of good character and must be certified as an appraiser by at least one nationally recognized appraiser's association which ensures that its members are qualified to act as appraisers through a mandatory examination process designed to the appraiser's competency. All certifications shall be maintained during the life of the contract.

- **Prior Experience References** – The State is requiring at least three prior references from projects of similar size be included in the submission.
- **Fidelity Bond** – Contractor must be bonded for not less than \$100,000 with a fidelity bond. The fidelity bond shall provide that no material alteration or cancellation, including expiration and non-renewal, shall be effective until thirty (30) days after receipt of written notice by the Division of Unclaimed Funds Legal Counsel. The bond shall be maintained during the life of the contract.
- **Other Contractor Requirements** – Contractor shall provide the following types of insurance for anyone directly or indirectly employed by the vendor:
  - Commercial general liability coverage, bodily injury, property damage, \$1,000,000 per occurrence/\$2,000,000 aggregate.
  - Automobile liability coverage, bodily injury, property damage, \$1,000,000 Combined Single Limits.
  - Insuring clause for both bodily injury and property damage shall be amended to provide coverage on an occurrence basis.
  - Workers' Compensation and employer's liability insurance covering all employees engaged in any Contract work, in accordance with Ohio Statutes.

## VII. Proposal Requirements

- **Cover Letter and Executive Summary:**

The cover letter shall be in the form of a standard business letter, include a brief introduction of your company and be signed by an individual authorized to legally bind the contractor. It should also include the pertinent contact information for an assigned point of contact.
- **Contractor Qualifications:**
  - a. **Firm Capabilities** – Describe your firm's capability and experience as outlined above in Section VI. Description of past projects, particularly with government entities will be evaluated favorably.
  - b. **Prior Experience References** – The firm should provide references of projects of similar scope completed by your firm in the past 24 months as described in Section VI.

- c. **List of Applicable Certifications** – Please list all pertinent certifications and how they are applicable to the submitted proposal.
- **Project Narrative** – Contractor should describe their proposal for the process of meeting the requirements of the scope of work as outlined in Section III. This proposal should illustrate any special staffing or other resource needs. It should also include an explanation of the estimated number of hours and service rate.

Contractors may provide additional enhanced premium services, which may or may not be accepted by the Department, after review and evaluation. These services would be in addition to the services requested above.

- **Project Management** – This section shall describe how the Contractor would manage the contract within the timetable required by the Scope of Work. This section shall also include a discussion of the Contractor’s customer service policies, and responsiveness to inquiries and problems.
- **Cost Summary** – This Section shall set forth the total fee, Contractor requests for its services, including itemization of the cost for each service to be provided and a detailed description of each service/task as necessary to support the requirements in the Scope of Work, Section III of this RFP. Contractor shall itemize the cost of all services, with a specific description each service based on an hourly rate or flat fee.

An awarded contract shall not exceed \$50,000 per fiscal year. Invoicing should be monthly and include a full itemized breakdown of all services provide. Payments will be made net thirty days upon receipt of an accurate and complete invoice.

## VIII. **Submission Deadlines and Restrictions.**

RFP related questions should be submitted through the public online procurement portal associated with this solicitation.

All proposals should be submitted by 5:00 pm on **April 24, 2015**. The Department of Commerce will not respond to any inquiries made after this time. The Department of Commerce may reject any proposals or unsolicited proposal amendments that are received after the deadline. The Department may reject proposals regardless of the cause for the delay.

Completed RFP’s should be submitted electronically via email in a current PDF format to:

Agency Procurement Officer: Todd Gable  
Phone Number: (614) 644-2328  
Email Address: [Todd.Gable@com.ohio.gov](mailto:Todd.Gable@com.ohio.gov)

All costs for developing proposals are entirely the responsibility of the Contractor, and are not chargeable to the State.

If the State amends the RFP, Contractor may amend its proposal within the time specified by the State. Withdrawals must be made in writing.

The State may seek clarification of deficiencies in a proposal. The State may waive any defects in any proposal or in the submission process followed by Contractor if it is in the State's interest and will not cause any material unfairness to other Contractors.

## **IX. Evaluation of Proposals**

Of the proposals meeting the minimum requirements, all proposals will be reviewed by an evaluation panel in a two-step process.

**Step 1** – The first step will consist of the panel members reviewing and scoring proposals individually. The weighted scores will be combined. The top proposals will be selected for the next step.

**Step 2** – For the second step, the selected contractors will be invited for a demonstration and discussion of the submitted proposal, which will then be rescored and selected on a best value basis. Evaluations will be based on the following criteria:

- **Cover Letter and Executive Summary** – 20%
- **Contractor Qualifications** – 20%
  - **Firm Capabilities**
  - **Prior Experience References**
  - **List of Applicable Certifications**
  
- **Project Narrative** – 20%
- **Project Management** – 20%
- **Cost Summary** – 20%

**Deficiencies.** The State may seek clarification of deficiencies in a proposal. The State may waive any defects in any proposal or in the submission process followed by a Contractor if it is in the State's interest and will not cause any material unfairness to other Contractors.

**Rejection.** State may reject any proposal that is not in the required format, does not address all the requirements of the RFP, or that the State believes is excessive in price or not cost effective. State reserves the right to reject any and all proposals where the Contractor takes exception to the terms and conditions of the RFP or fails to meet the terms and conditions, including but not limited to, standards, specifications, and requirements as specified in the RFP. State reserves the right to reject, in whole or in part, any and all proposals where the State, taking into consideration factors including but not limited to, price and the results of the evaluation process, has determined that award of a contract would not be in the best interest of the Department of Commerce or the State.

**Cancellation.** State reserves the right to cancel this RFP, reject all proposals, or seek to work through a new RFP, or other means.

**Contract.** If this RFP results in a contract award, it is acknowledged and understood by the Contractor that the contract will include this RFP, any written amendments to the RFP, the Contractor's proposal, and written, authorized amendments the proposal, if any. It also will include any purchase orders and change orders issued under the contract.

## **X. Standard Terms and Conditions**

By submitting a bid to the Ohio Department of Commerce, each Contractor agrees to the following terms and conditions. Nothing herein guarantees that the Vendor's bid or proposal will be accepted by Commerce. Nothing provided by Contractor and/or Commerce shall amend, modify, or rescind the following terms and conditions.

Bids and Proposals are Firm for 90 days. Unless stated otherwise, once opened all bids or proposals are irrevocable for ninety (90) days. Beyond ninety (90) days, Contractor will have the option to honor its bid or proposal or make a written request to withdraw its bid or proposal from consideration.

Secretary of State. The contractor is properly registered with the Ohio Secretary of State pursuant to Ohio Revised Code §§ 1703.01 to 1703.31 as applicable.

Bids and Proposals are Public Record. After a bid or proposal is opened, it is a public record as defined in Ohio Revised Code §149.43 and therefore, a Contractor should not include trade secret or proprietary information in its bid or proposal.

OBM Certification of Funds. All purchases for goods or services by Commerce are contingent upon approval by OBM that all statutory provisions under Ohio Revised Code §126.07 have been met and that the Controlling Board has approved the purchase or service when applicable.

Non-appropriation. Commerce's funds are contingent upon the availability of lawful appropriations by the Ohio General Assembly. If the General Assembly fails at any time to continue funding for the payments or any other obligation due by Commerce, then Commerce will be released from its obligations on the date the funding expires.

The current General Assembly cannot commit a future General Assembly to expenditure. Any agreement between the Contractor and Commerce will expire at the end of the next biennium if not sooner by agreement of the parties.

Taxes. Commerce is exempt from federal excise taxes and all state and local taxes, unless otherwise provided herein. Commerce does not agree to pay any taxes on commodities, goods, or services acquired from any Vendor.

Payments, Invoices and Interest. Any payments will be due on the 30th calendar day after the later of: (1) the date of actual receipt of a proper invoice by Commerce's Fiscal Office, or (2) the date the Deliverable(s) is/are accepted in accordance with the terms of the purchase. The date of the warrant issued in payment will be considered the date payment is made. Section 126.30 of the Ohio Revised Code may be applicable and, if so, requires payment of interest on overdue payments for proper invoices. The interest charge shall be at a rate per calendar month, which equals one-twelfth of the rate per annum prescribed by Section 5703.47 of the Ohio Revised Code.

Insurance. The State of Ohio is self-insured.

Ohio Election Law. Contractor affirms that it is compliant with Section 3517.13 of the Ohio Revised Code.

Campaign Contributions. It is expressly agreed by the parties that none of the rights, duties, and obligations herein shall be binding on either party if award of this Agreement would be contrary to the terms of Ohio Revised Code (“R.C.”) 3517.13, 127.16 or Chapter 102.

Ohio Ethics Law. Contractor affirms that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

Drug-Free Workplace. Contractor agrees to comply with all applicable Ohio laws regarding maintaining a drug-free workplace. Contractor will make a good faith effort to ensure that all Vendor's employees, while working on State property, will not have or be under the influence of illegal drugs or alcohol or abuse prescription drugs in any way.

Equal Employment Opportunity. Contractor agrees that it complies with the requirements of Section 125.111 of the Ohio Revised Code and that it will comply with all state and federal laws regarding equal employment opportunity and fair labor and employment practices.

Workers' Compensation. Contractor shall provide its own workers' compensation coverage for the entire duration of all work performed. Commerce is hereby released from any and all liability for injury received by the Vendor, its employees, agents, or subcontractors, while performing tasks, duties, work, or responsibilities for Commerce.

Prohibiting the Expenditure of Public Funds on Offshore Services. The Contractor affirms to have read, understands Executive Order-12 K, and shall abide by those requirements in the performance of any work for Commerce. Commerce reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided herein.

State Audit Findings. Contractor affirmatively represents to Commerce that it is not subject to a finding for recovery under R.C. 9.24 or that it has taken the appropriate remedial steps required under R.C. 9.24 or otherwise qualifies under that section. Contractor agrees that if this representation is deemed to be false, any Agreement between Contractor and Commerce shall be void *ab initio* and any funds paid by Commerce hereunder shall be immediately repaid to Commerce, or an action for recovery may be immediately commenced by Commerce for recovery of said funds.

Indemnification, Hold Harmless, Attorney's Fees and Representation. Any provisions requiring Commerce to indemnify, hold harmless or pay attorney's fees to Vendor, do not meet the requirements of state law and shall be considered stricken from any agreement made between the parties. Any requirement that Contractor defend a lawsuit where Commerce has been named as a party is subject to Section 109.02 of the Ohio Revised Code.

Termination. Any agreement may be terminated by the unilateral action of the State by giving 30 days written notice to the Contractor of election to so terminate, or if the Ohio General Assembly fails to appropriate funds for any part of the work contemplated.

Governing Law. This purchase shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. To the extent that Commerce is a party to any litigation arising out of, or relating in any way to, this purchase or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.

Warranties. Any provision disclaiming all express and implied warranties has no effect on the Vendor's duty to perform work in a workmanlike manner and does not disclaim the warranties provide in any maintenance agreements.

Assignment/Delegation. Contractor will not assign any of its rights nor delegate any of its duties without the written consent of Commerce.

Confidentiality. Contractor may learn of information, documents, data, records, or other material that is confidential or contains confidential information during its performance of work for Commerce. The Contractor may not disclose any information obtained as a result of its work for Commerce without Commerce's written permission. The Contractor must assume that that all state information, documents, data, records or other material is confidential unless the information is considered a public record under Ohio Revised Code § 149.43. Contractor is advised to check with Commerce before disclosing any information. The Contractor also agrees to abide by the provisions in Ohio Revised Code § 1347.15 and Ohio Administrative Code §1301-1-03.

Product Recall. Contractor agrees to notify Commerce if a product purchased by Commerce has been recalled.

Publicity. Contractor will not advertise that it is doing business with Commerce as a marketing or sales tool without the prior written consent of Commerce.