

Request for Proposal
Issued by:
The Ohio Department of Commerce
Division of Unclaimed Funds
Issue Date: 07/15/2016
Pre Bid: 07/26/2016
Closed Date: 08/1/2016
Unclaimed Property Appraisal/Auction Services
RFP Number: COM2016-UCF001

The Ohio Department of Commerce (Department) is requesting proposals from a qualified Contractor that has the ability to perform appraisal and auctioneer services on behalf of the Division of Unclaimed Funds (Division).

I. 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.

II. Purpose

The purpose of the Request for Proposal (RFP) is to procure services from a qualified company that has the ability to perform comprehensive appraisal and auctioneer services on safekeeping contents held by the Division. This includes information, as well as reports prepared during the appraisal and auction process. This information will be used by the Contractor to prepare and conduct an auction of these safekeeping contents on behalf of the Division.

III. Scope of Work

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

Services shall include:

1. Contractor shall provide the Division with comprehensive services for the purpose of appraising and auctioning the unclaimed contents of safe deposit boxes. This shall include the following items:
 - 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 pennyweight 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.
2. 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.
3. Contractor shall be responsible for conducting a public auction and selling unclaimed property to the highest bidder, and for providing the Department with comprehensive services, including but not limited to, consultation, planning, coordination, publicity, videotaping related to conduct of the auction. The auction shall be held at a location, date, and time mutually agreed upon by the Division and the Contractor.
4. Contractor's services shall consist of, but are not limited to, consultation, planning and coordination of the auction; publicity and advertising; developing terms of the auction; selling or distribution of auction catalogs; conducting the pre-auction public display of property; preparing sales transaction records and comprehensive accounting reports; remitting proceeds of the auction and catalog sales to the Division in a timely manner; providing maximum security of the property at all times before and during the auction; and serving as the auctioneer.
5. Contractor shall meet with representatives of the Division on an on-going basis, and at mutually agreeable times, to view, evaluate, and retrieve items selected for appraisal and placement into the public auction. At the Division's request, Contractor shall also meet with the Division to discuss the planning, coordination and implementation of a public auction of the appraised items.
6. Contractor shall use standards, resources, methods and procedures generally accepted by appraisers when appraising the items. The contractor shall provide the Department with a written appraisal of the value of each item.
7. Contractor shall perform all appraisals at a location mutually agreed upon by the Division and the Contractor. The Division, in its sole discretion, may determine it is in the Department's best interest what hours per week are required, or both parties shall mutually agree upon the allotted amount of hours needed per week to perform appraisal services.
8. 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 and the Division.
9. Contractor shall provide the Division with all requisite appraisal and auctioneer services on the day of the auction as requested by the Division.

IV. Contractor Requirements

The contractor shall meet the following minimum qualifications and shall be specified within their proposal in order to be considered for this opportunity. Once the contract has been awarded, the awarded contractor shall maintain these requirements during the term of the contract or the contract will be terminated.

Contractor must demonstrate that it has the ability, qualifications, staff and experience to provide the services described herein in a professional and ethical manner.

1. Contractor must be licensed, and have a minimum of five (5) years' experience in auctioning the types of property specified above.
2. Contractor shall demonstrate that this is their primary and/or sole business. Contractor shall maintain all required licenses for Contractor, its employees, officers, agents and subcontractors during the life of the contract. Contractor shall provide a copy of the required licenses to the Division for Contractor, its employees, officers, agents and subcontractors upon notification of the award. If Contractor is unable to present these required licenses to the Division within seven (7) days following the award notification, the Division reserves the right to award the contract to the bidder with the next highest score.
3. Contractor must provide documentation and as well as display the skills and expertise necessary to provide comprehensive services for the conduct of a public auction, such services to include, but not be limited to consultation, planning, coordination and sales of items to be auctioned.
 - a. Contractor shall provide the Division with documentation of a minimum of three (3) comprehensive auctioneer services and references that they have successfully performed within the past five (5) years similar to those specified in the Scope of Work, Section III.
4. Contractor must provide documentation and as well as display the skills and expertise necessary to provide comprehensive appraisal services.
 - a. Contractor shall provide Division with documentation of a minimum of three (3) appraiser services and references within the past five (5) years where the Contractor successfully appraised property similar to those in the Scope of Work found in Section III.

As a requirement to the proposal the contractor must provide proof and/or documentation that they have the ability to provide the following requirements: *(Please note failure to provide this form of documentation may result in the rejection of the proposal.)*

5. Contractor must provide proof and/or documentation that they have the ability to provide the Division with a fidelity bond, financial guaranty bond, fidelity insurance or other financial guaranty from an entity licensed in the State of Ohio which provides protection to the Department against theft, loss, or other illegal diversion of property or funds by the Contractor, or its employees, officers agents and subcontractors.
6. Contractor must provide proof and/or documentation that they have the ability to provide the Division with a certificate of insurance naming the Ohio Department of Commerce, Division of Unclaimed Funds as an additional insured and shall require the insurance carrier to provide the Division thirty (30) calendar days prior notification if any policy is to be canceled or terminated.

The amount of the bond shall not be less than 250 percent (250%) of the sum of all reserve values as listed in the auction catalog.

7. Contractor must provide proof and/or documentation that they have the ability to provide general liability insurance against any and all claims for injuries to persons or damage to property occurring or arising out of the contractor's obligations. The amount of such insurance shall be the minimum limits as follows, unless otherwise approved by the Division.

Insurance shall be in an amount not less than the following:

- a. Five Hundred Thousand Dollars (\$500,000) on account of bodily injury to or death of one (1) person,
- b. One Million Dollars (\$1,000,000) on account of bodily injuries or death of more than one person as a result of any one accident or disaster,
- c. Two Hundred Fifty Thousand Dollars (\$250,000) for property damages in any one accident.

V. Proposal Requirements

Contractors that have an interest in this opportunity shall address the elements of the RFP by responding as concisely as possible to the following areas as related to the Scope of Work outlined in Section III. Please remember to be as detailed as possible and provide a plan of action for each component listed below:

A. Project Management Plan

1. The plan shall include a sample timeline on how you as the contractor will go about implementing and executing the project. This should include meetings between the Division and the Contractor to view, evaluate, and appraise items selected by State to be placed on public auction as well as planning, coordination, implementation, and performing a public auction of the appraised items.
2. The plan shall list the names of the individuals that will be dedicated to work on the project. This should include: title, years of experience, education, projects similar to request, and any licenses that the individual has obtained to fulfill his or her duties.

B. Appraisal Process

1. Contractor shall provide detail on how you as the contractor shall use standards, resources, methods and procedures generally accepted by appraisers when appraising the items. The contractor shall provide the Department with a written appraisal of the value of each item.
2. Based upon the Pre-Bid Meeting, please provide an estimated amount of hours needed to complete the appraisal process. Please include staff and/or resources that will be included during this process.

C. Bill of Sale

1. Once the appraisal process has been completed the Contractor shall submit to the Division, prior to the auction, a sample bill of sale to be approved in writing by the Division for use at the auction. Please provide in detail a sample of the bill of sale and all its contents.

The bill of sale shall include, at a minimum, the following information:

- Contractor's company name and address, and telephone number;
- Bidder Number including the bidder's name, company name and address, and telephone number;
- Date of the transaction;
- Invoice number;
- Bidder's driver's license number;
- Lot numbers purchased;
- Unit price;
- Buyer's premium paid;
- Number of lots purchased;
- Total amount paid;
- A signature line for the buyer to sign.

D. Advertising

1. Contractor shall describe how they plan to advertise the auction that provides for maximum public exposure within the State of Ohio at three (3) different publication intervals leading up to the auction. Please specify the three (3) different publications that you plan to use or have used in previous projects.
2. Contractor also shall describe how they plan to provide publicity and advertising on the Contractor's website and any other social networking sites of the Contractor. *(If awarded a contract, all Contractor's advertisements and publicity related to the auction shall be preapproved by the Department.)*

E. Auction Catalogs

1. Contractor will be required to provide an auction catalog that lists all property to be auctioned by lot number. Each item shall be described individually within the lot. Please describe and/or provide samples of auction catalogs used in past projects.
2. Contractor shall make the auction catalog available at no cost to the public in PDF format from the Contractor's website and also in hardcopy format.
3. Contractor will provide auction catalogs prior to the public preview in sufficient quantities. Please explain the manner in which the contractor will distribute the catalogs.

F. Auction Security

1. Contractor shall be required to provide maximum security for the property to be auctioned as required by this RFP and all costs associated with said service during the auction.
2. Please provide in detail how you will accommodate this need and any resources used. The Division is requesting a minimum of two active duty, currently sworn, armed officers with a minimum of five (5) years continued service must be present during the public view and

during the auction and until the Contractor has deposited the funds offsite to a secure location.

G. Bidder Terms and Conditions

1. Please provide the Contractor's Bidder terms and conditions that are currently in place. Contractor shall be responsible to set forth in writing the terms and conditions of the auction including, but not limited to, the terms of bidding and sale, the method of handling disputes, items bidders will be prohibited from bringing into the public preview (*i.e.* purses, handbags, fanny packs, chairs, stools, etc.), and acceptable forms of payment by the public. Such information shall be made readily available to the public by insertion in the auction catalog and as part of the auction bidder's package. The terms and conditions must be preapproved in writing by the Division of Unclaimed Funds.
2. Please provide in detail the current policy and procedure for the Contractor's staff when it comes to bidding on auctions. As a requirement, Contractor, the Contractor's staff, officers, agents or any person(s) professionally connected to, or otherwise performing any function with, or on behalf of the Contractor, including any subcontractors approved by the Department, shall be prohibited from registering and/or bidding, directly or indirectly, and also shall be prohibited from assisting anyone else in bidding in the auction.

H. Custody of Property

1. Please state the Contractor's plan of action when taking custody of the property during the appraisal, prior to and during the public view, and during the auction. The Contractor shall accept full responsibility of the items in writing from the time custody is transferred until the buyer signs for and takes possession of item(s). The property shall be kept at one of the Department's facilities or at a location mutually agreed upon by the Division and the Contractor.
2. All property selected by Contractor for appraisal and auction shall be segregated by individual safe deposit box owner and delivered to Contractor in the same manner. At no time shall any box owner's property be comingled with any other box owner's property. Auction lots shall be set by Contractor only from items located within each individual box owner's property. Contractor shall maintain custody of each box owner's property separately throughout the appraisal process and the auction, until the property is sold at auction, payment is received from the buyer, and the property is released to the buyer.
3. Contractor shall be liable for any lost or stolen items at 250% of the reserve price from the time the Contractor takes custody of the property until the property is sold. Once sold, the Contractor shall be liable for the property at the sale price until the buyer signs for and takes possession of the property purchased.

I. Public Preview

1. Please state how the Contractor shall meet the following requirements for all components and costs associated with the public display of property, including, but not limited to:
 - Conducting a public display of all property to be sold for not less than three hours or more than six hours to occur on, or before, the date of public auction.

- Providing maximum security for the property while in the Contractor's custody in accordance with Section V, Proposal Requirements, Article F.
 - Registering bidders to include collection of a refundable registration fee that has been agreed upon by the Contractor and Department prior to the public preview, verification of current photo identification of the bidder, obtaining bidder's signature and date on the "Terms and Conditions of the Auction." Only registered bidders will be allowed to enter the pre-auction display area unless accompanied by the Division.
 - Providing a minimum of twenty (20) personnel strategically placed in the room during the public preview for security purposes.
2. Contractor shall state how they plan to secure items for the public preview in lots that are sealed in clear plastic. Please note, each lot shall be clearly labeled with the assigned lot number.
 3. During the public preview, bidders shall be allowed to view and handle the lots as packaged. Any request to remove items from its original packaging must be approved by the Division. The public shall also be permitted to preview a specific lot at any time during the auction, provided it has not been sold.
 4. The Division reserves the right to display some of the property for promotional purposes prior to the auction under the custody of the Contractor.

J. Auction

1. Please state how the Contractor shall be responsible for conducting a public auction and selling unclaimed property to the highest bidder. The Contractor's personal property appraiser will be present at all times during the auction. The auction shall be held between the hours of (to be determined) EST on a date mutually agreed upon by the Contractor and Division. The Contractor shall video record the entire auction for dispute settlement.
2. Please state how each lot shall be sold as listed in the auction catalog. No alterations or substitutions of items shall be allowed. No partial lot will be sold. Bidding shall begin at the reserve price as stated in the auction catalog. No lot shall be sold for less than the reserve price as stated in the auction catalog without the approval of the Division's authorized representative present at the auction. The Division reserves the right to remove items from a lot at any time up to the fall of the hammer, in which case the Division will post an addendum to the catalog listing the lot number, the item pulled and the adjusted reserve price for that lot.
3. Pending the Division approval, please state how the Contractor may sub-contract portions of the auction process. No subcontract shall, under any circumstances, relieve Contractor or any subcontractor of their liability and obligation under this contract; and, despite any such subcontracting; the Division shall deal through the Contractor, which shall retain the legal responsibility for performing the Contractor's obligations.
4. Please state how the contractor will go about making sure that all items, if not the majority of items included in the auction, are sold the day of the auction.

K. Collection and Remittance of Funds

1. State how the Contractor shall collect funds due from the public sale.
2. State the forms of payment that will be accepted by the Contractor.
3. Explain how the Contractor will ensure that payment will be paid within a timely manner. The Division requires payment within five (5) business days after the close of the auction, and Contractor shall remit to the Division the net proceeds received during the course of the auction either by certified check or by electronic funds transfer, whichever is preferable to the Division.

L. Reporting

1. Contractor shall provide to the Division a full and comprehensive written accounting of all property sold during the auction, in a manner acceptable to the Division, in order to allocate the total sales proceeds due to each individual safe deposit box owner.
2. Contractor shall submit two types of reports to the Division. A “Registered Bidder’s Report” and a “Lot Totals Report”. Please state the types of reports the Contractor has that will fulfill the request of the Division. Please provide a sample of each report as requested in paragraph 3 below.
3. The following accounting reports to the Division providing details of each transaction:
 - a. “Registered Bidder’s Report” shall include:
 - Purchaser’s first and last name, full address and telephone number;
 - Purchaser’s company or business name, full address and telephone number;
 - Purchaser’s bidder number;
 - Lot numbers purchased for each purchaser;
 - Selling price for each lot per purchaser;
 - Total amount of sales per purchases;
 - Total amount of buyer’s premium paid per purchaser.
 - b. “Lot Totals Report” shall include:
 - Lot number;
 - Purchaser’s bidder number;
 - Reserve value of lot;
 - Price lot sold for;
 - Percentage over reserve.
4. Contractor must submit both a hardcopy of the above-referenced accounting reports and a secured electronic file to the Division not more than five (5) business days after the close of the auction.

M. Audio Visual Recording

1. Contractor shall videotape and record the auction in its entirety for dispute resolution and settlement. Please specify the type of equipment that the contractor has to perform this type of service.

2. Upon completion and/or termination of the contract, the department will require a copy of any videotaping performed during the auction event. This shall also include any electronic file and/or disk of all form of advertisements ordered for the duration of the contract at no additional cost to the department. The material shall not be copy-written or any trademark, copy-write or other intellectual property protection shall be signed over to Commerce.
3. Please describe how the Contractor will meet the needs of this request.

N. Invoice and Billing

1. Upon the implementation of the contract, ODOC is to be billed on a monthly basis for all services. 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. If Contractor wishes to be compensated in a manner different from that stated above (Buyer's Premium, etc.), please provide a detailed explanation of the form of compensation requested.
2. Please provide a sample invoice and describe the contractor's policy regarding billing errors, credit memos and ability to customize invoices to provide all charges associated with each case.
3. Please include the contractor's methods and rates for tracking third party fees.

O. Customer Service

1. Contractor must describe the mechanisms in place to handle customer service to resolve issues from not only potential bidders but, also from the Division. Please include the following information:
 - a. Policy and Procedures
 - b. Customer Service Line
 - c. Hours of Operations
2. Contractor must address whether contractor has general customer service representatives or assigns liaisons to a client account.
3. Proposal must address the parameters the contractor has in place to assess customer satisfaction.

P. Commerce Security Requirements

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.

VI. Cost Proposal

The cost proposal 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 for each service based on an hourly rate, flat fee, Buyer’s premium, or other compensation method.

Requirement	Description of Work	Proposed Cost	Unit of Measure
<p align="center">Appraisal Services</p>	<p>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 the following types of items:</p> <ul style="list-style-type: none"> ✓ Coins and currency ✓ Gold, silver, platinum and other precious metals ✓ Miscellaneous property ✓ Jewelry, precious and semi-precious stones. <p>Contractor shall provide a written estimate of value for a beginning minimum reserve auction price for each appraised item to facilitate the sale of the property.</p>	<p align="center">\$ ____.</p>	
<p align="center">Project Management of Auction Services</p>	<p>Contractor shall meet with representatives of the Division on an on-going basis.</p> <p>Contractor shall providing the Division with comprehensive services, including but not limited to, consultation, planning, coordination, publicity, videotaping related to conduct of the auction.</p> <p>Contractor shall be responsible for conducting a public auction and selling unclaimed property to the highest bidder.</p> <p>Contractor shall provide the following:</p> <ul style="list-style-type: none"> ✓ Publicity and advertising; ✓ Developing terms of the auction; ✓ Selling or distribution of auction catalogs; ✓ Conducting the pre-auction public display of property; ✓ Preparing sales transaction records and an account report; ✓ Remitting proceeds of the auction and catalog sales to the Division in a timely manner; ✓ Providing maximum security of the property at all times before and during the auction; and ✓ Serving as the auctioneer. 	<p align="center">\$ ____.</p>	
<p align="center">Total Proposed Cost</p>		<p align="center">\$ ____.</p>	

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.

VII. Pre Bid Conference

In order to respond to the proposal it is highly recommended that the Contractor attend the Pre Bid Conference. The Pre-Bid Conference will be held on 07/26/2016 at 1:00 pm located at the following location:

**Ohio Department of Commerce
Training Room 1
6606 Tussing Rd
Reynoldsburg, Ohio 43068.**

Please RSVP to Joy McKee via email only at Joy.McKee@com.ohio.gov. During the Pre-Bid Conference, the contractor will have the ability to ask questions about the RFP prior to submitting a proposal. There will also be a sample viewing of the type of items to be appraised and auctioned.

VIII. 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, 2017. The contract may be renewed on the same terms at the discretion of the Contractor for an additional two years of service.

IX. General Instructions

Contractor(s) interested in responding to this solicitation shall submit a proposal with the following required elements in order to be considered:

1. **Executive Summary:** Contractor shall provide an Executive Summary in the form of a standard business letter, signed by an individual authorized to legally bind the contractor, and shall acknowledge receipt of all addenda. The contractor shall provide a summary of the contractor's services along with the point of contact, telephone number, federal tax identification number, and business address.
2. **Table of Contents:** The table of contents should facilitate locating all key points in the proposal.
3. **Contractor Qualifications:** In order to be considered for this opportunity the Contractor shall state how the business meets the minimum qualifications summarized under Section IV of the RFP. The Contractor must demonstrate that it has the ability, qualifications, staff and experience to provide the services described herein in a professional and ethical manner.
4. **Proposal Requirements:** The Contractor must address the elements of the RFP by responding as concisely as possible to the following areas as related to the Scope of Work outlined in Section III. The proposal should encapsulate the plan of action or approach to the requirements for each component listed below:
 - a. Project Management Plan
 - b. Appraisal Process
 - c. Bill of Sale
 - d. Advertising
 - e. Auction Catalogs
 - f. Auction Security

- g. Bidder Terms and Conditions
- h. Custody of Property
- i. Public Preview
- j. Auction
- k. Collection and Remittance of Funds
- l. Reporting
- m. Audio Visual Recording
- n. Invoicing and Billing
- o. Customer Services

5. **Cost Proposal:** 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 for each service based on an hourly rate, flat fee, Buyer's premium, or other compensation method.

An awarded contract shall not exceed \$50,000 per fiscal year.

6. **Standard Terms and Conditions:** Signature is required in responding to the Request for Proposal affirming that you have reviewed and are in agreement with the Standard Terms and Conditions of the Ohio Department of Commerce.

X. Submission Deadlines and Restrictions.

Any questions and/or inquiries related to this request should be submitted through the State Procurement Portal. The Ohio Department of Commerce will not be responding to any inquiries made via phone and/or email.

All proposals should be submitted by **5:00 p.m.** on **08/1/2016**. The Department will not respond to any inquiries made after this time. The Department may reject any proposals or unsolicited proposal amendments that are received after the deadline. The Department reserves the right to reject proposals regardless of the cause of the delay.

Completed proposals shall be submitted via **email** in a current **PDF format** to:

Contract Administrator:	Joy McKee
Phone Number:	(614) 644-2005
Email Address:	<u>Joy.McKee@com.ohio.gov</u>

Please note that when you submit a proposal to the Ohio Department of Commerce you understand the following:

1. If the Department amends the RFP, Contractor may amend its proposal within the time specified by the Department. Withdrawals must be made in writing.
2. The Department may seek clarification of deficiencies in a proposal.
3. The Department may waive any defects in any proposal or in the submission process followed by Contractor if it is in the Department's interest and will not cause any material unfairness to other Contractors.
4. The Department reserves the right to cancel this RFP, reject all proposals, or seek to work through a new RFP, or other means.

5. 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.
6. Both parties acknowledge that the Division may enter into similar contracts with other parties, and that the Contract is not intended to establish an exclusive relationship for such services between the Department and Contractor.

7.

XI. 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 One – 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 Two – For the second step, the selected contractors will be invited for a demonstration and discussion of the submitted proposal, which will then be scored and selected on a best value basis.

Evaluations will be based on the following criteria:

Requirements	Description	Weight
<p>General Instructions</p>	<p>Contractor(s) interested in responding to this solicitation shall submit a proposal with the following required elements in order to be considered: (7 Components),</p> <ul style="list-style-type: none"> ✓ Executive Summary ✓ Table of Contents ✓ Contractor Qualifications ✓ Proposal Requirements ✓ Cost Proposal ✓ Terms and Conditions ✓ Proposals submitted by 5:00 p.m. on 08/1/2016. 	<p>5%</p>
<p>Contractor Qualifications</p>	<p>The contractor shall meet the following minimum qualifications and shall be specified within their proposal in order to be considered for this opportunity. Contractor must demonstrate that it has the ability, qualifications, staff and experience to provide the services described herein in a professional and ethical manner (7 Components),</p> <ul style="list-style-type: none"> ✓ Contractor must be licensed, and have a minimum of five (5) years’ experience. ✓ Contractor shall demonstrate that this is their primary and/or sole business. ✓ Contractor shall maintain all required licenses for Contractor, employees, officers, agents and subcontractors. ✓ Contractor must provide documentation and as well, as display the skills and expertise necessary to provide comprehensive services for the conduct of a public auction. ✓ Contractor must provide documentation and as well, as display the skills and expertise necessary to provide comprehensive appraisal services. 	<p>40%</p>

	<ul style="list-style-type: none"> ✓ Contractor must provide proof and/or documentation that they have the ability to provide the Division with a fidelity bond, financial guaranty bond, fidelity insurance or other financial guaranty from an entity licensed in the State of Ohio. ✓ Contractor must provide proof and/or documentation that they have the ability to provide the Division with a certificate of insurance naming the Ohio Department of Commerce, Division of Unclaimed Funds as an additional insured. 	
Proposal Requirements	<p>The Contractor must address the elements of the RFP by responding as concisely as possible to the following areas as related to the Scope of Work outlined in Section III. The proposal should encapsulate the plan of action or approach to the requirements for each component listed below: (15 Components)</p> <ul style="list-style-type: none"> ✓ Project Management Plan ✓ Appraisal Process ✓ Bill of Sale ✓ Advertising ✓ Auction Catalogs ✓ Auction Security ✓ Bidder Terms and Conditions ✓ Custody of Property ✓ Public Preview ✓ Auction ✓ Collection and Remittance of Funds ✓ Reporting ✓ Audio Visual Recording ✓ Invoicing and Billing ✓ Customer Services 	30%
Cost Proposal	<p>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 for each service based on an hourly rate, flat fee, Buyer's premium, or other compensation method.</p>	25%

I. Standard Terms and Conditions

By submitting a bid to the Ohio Department of Commerce (“Commerce”), each Contractors agreeing to the following terms and conditions. Nothing herein guarantees that the Contractor’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. The contractor has obtained and shall maintain any and all applicable licenses necessary to engage in all activities it holds itself out as engaging in or does so engage in.

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 Contractor.

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.

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 Contractor'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 Contractor, 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 Contractor, 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 Contractor'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 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.

In responding to this request, you are affirming that you have reviewed and are in agreement with the Standard Terms and Conditions of the Ohio Department of Commerce.

Signature is required in responding to the Request for Proposal.

Contractor: _____

Title: _____

Date: _____