

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: On-Line Sale/Auction of Surplus Goods

CONTRACT No.: RS902612

EFFECTIVE DATES: May 1, 2012 to March 31, 2016  
\* Renewal through 3/31/17

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. RS902612 that opened on April 9, 2012. The evaluation of the bid response(s) has been completed. The bidder(s) listed herein have been determined to be the lowest responsive and responsible bidder(s) and have been awarded a contract for the items(s) listed. The respective bid response, including [the Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions](#), special contract terms & conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Requirements Contract.

This Requirements Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated or cancelled in accordance with the Contract Terms and Conditions.

This Requirements Contract is available to all State Agencies, State institutions of higher education and properly registered members of the Cooperative Purchasing Program of the Department of Administrative 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.

This Requirements Contract and any Amendments thereto are available from the DAS website at the following address:

<http://www.ohio.gov/procure>

\* Indicates renewal through 03/31/17

Signed: \_\_\_\_\_  
Robert Blair, Director Date

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## SPECIAL CONTRACT TERMS AND CONDITIONS

**AMENDMENTS TO CONTRACT TERMS AND CONDITIONS:** The following Amendments to the Contract Terms and Conditions do hereby become a part hereof. In the event that an amendment conflicts with the Contract Terms and Conditions, the Amendment will prevail.

**SPECIFICATION QUESTIONS:** Through the indicated inquiry closure date, Bidders may visit the Office of Procurement Services website to post bid related questions at <[www.ohio.gov/procure](http://www.ohio.gov/procure)>. Answers to all Bidder questions will be posted on the Office of Procurement Services website and linked to the bid number. The State will make every effort to respond to website inquires within forty-eight (48) hours of receipt. The State will not respond to any verbal or written questions received through any other medium. No prospective Bidder shall respond to any verbal instructions or changes to this bid. Only communications issued by the Department of Administrative Services, Office of Procurement Services in the form of an addendum, will be considered valid.

**DESCRIPTIVE LITERATURE:** The Bidder may be required to submit descriptive literature of the supplies or services being offered. If requested, the literature will be used in the evaluation process to determine the lowest responsive and responsible Bidder. If not provided as part of the bid response, the Bidder must provide said literature within five (5) calendar days after request/notification by the Office of Procurement Services to do so. Any references, that may appear in the descriptive literature, that may alter the terms and conditions and specifications of the bid (i.e. F.O.B. Shipping Point or Prices Subject to Change), will not be part of any contract and will be disregarded by the state of Ohio. Failure of the Bidder to furnish descriptive literature either as part of their bid response or within the time specified herein will deem the Bidder not responsive.

**TESTING:** The Bidder(s) may be required to perform on-line testing to insure that all requirements of this contract are met. The results of the testing will be used in the evaluation process to determine the lowest responsive and responsible Bidder. The Bidder may be required to perform the test within seven (7) calendar days after notification. Failure to perform the test within the stated time period may result in the Bidder being deemed not responsive.

**CONTRACT RENEWAL:** The following supersedes Article S-6 of the Supplemental Contract Terms and Conditions. This Contract may be renewed solely at the discretion of DAS for a period of one month. Any further renewals will be for an appropriate period of time. The cumulative time of all renewals may not exceed thirty-six (36) months unless DAS determines that additional renewal is necessary.

**PRIME CONTRACTOR RESPONSIBILITIES:** The selected Contractor will be required to assume responsibility for all services offered in its bid whether or not it produces them. Further, the State will consider the selected Contractor to be the sole point of contact with regard to contractual matters. The State does recognize that the Contractor may require a subcontractor to travel to specific site, take necessary pictures, record pertinent data and download this information to the Contractor's web site. In this circumstance, the Contractor shall submit a list identifying its subcontractors or joint venture partners performing portions of the work under the Contract. If any changes occur during the term of the Contract, the Contractor shall supplement its list of subcontractors or joint venture business partners. In addition, all subcontractors or joint venture business partners agree to be bound by all of the Terms and Conditions and specifications of the Contract. The State, through the Department of Administrative Services, General Services Division, Office of Procurement Services, reserves the right to reject any subcontractor submitted by the Contractor.

**BUYER'S PREMIUM:** All commissions earned by the Contractor shall be paid from a Buyer's premium. The Buyer's premium shall also include the Contractor revenue share percentage to DAS. The Buyer's premium is applied to all Buyers including State agencies, political subdivisions, and institutions of higher education. This premium is to be determined and submitted by the Contractor during this bid evaluation. This policy of a Buyer's premium must be clearly available and visible to all consumers who utilize the on-line sale/auction process for surplus State items. There is to be no invoice for services to the State.

**EVALUATION:** Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the State will award based on the lowest Total Premium as offered on Page 15, Bid Pricing Page. As noted, the Flat Fee Charge will not be considered in the bid evaluation.

**CONTRACT AWARD:** This contract will be awarded to the lowest responsive and responsible Bidder.

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

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

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

**COOPERATIVE PURCHASING CONTRACT:** This Contract may be relied upon by Ohio institutions of higher education and Ohio political subdivisions. Ohio political subdivisions include any county, township, municipal corporation, school district, conservancy district, township park district, park district created under Chapter 1545 of the Revised Code, regional transit authority, regional airport authority, regional water and sewer district, port authority or any other political subdivision as described in the Ohio Revised Code. To qualify to use this Contract the political subdivision must be currently enrolled in the State's Cooperative Purchasing Program. Purchases made from this Contract by a political subdivision that is not properly registered with the State's Cooperative Purchasing Program will be a violation of law and may be contrary to the political subdivision's competitive bidding requirements. If a political subdivision or institution of higher education relies upon this Contract to issue a purchase order or other ordering document, the political subdivision or institution of higher education "steps into the shoes" of the State under this Contract. The political division's or institution of higher education's order and this Contract are between the Contractor and the political subdivision or institution of higher education. The Contractor must look solely to the political subdivision or institution of higher education for performance, including payment. The Contractor agrees to hold the state of Ohio harmless with regard to political subdivisions and institution of higher education's orders and political subdivision's and institution of higher education's performance. DAS may cancel this Contract and may seek remedies, if the Contractor fails to honor its obligations under an order from a political subdivision or institution of higher education.

**EXPENDITURE OF PUBLIC FUNDS ON OFFSHORE SERVICES:** The Contractor affirms to have read and understands [Executive Order 2011-12K](#) and shall abide by those requirements in the performance of this Contract. Notwithstanding any other terms of this Contract, the State 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 the State in this Contract.

The bidder must complete the attached Contractor/Subcontractor Affirmation and Disclosure Attachment A to abide with Executive Order 2011-12K, affirming no services of the Contractor or its subcontractors under this Contract will be performed outside the United States. During the performance of this Contract, the Contractor must not change the location(s) of the country where the services are performed, change the location(s) of the country where the data are maintained, or made available unless a duly signed waiver from the State has been attained to perform the services outside the United States.

SPECIAL CONTRACT TERMS AND CONDITIONS, CONT'D

**CONTRACTOR QUARTERLY SALES REPORT.** The Contractor must report the quarterly dollar value (in U.S. dollars and rounded to the nearest whole dollar) of the sales, to include both state agencies and political subdivisions, under this Contract by calendar quarter (e.g. January-March, April-June, July-September and October-December). The dollar value of the sale is the price paid by the Contract user for the products and/or services listed on the purchase order or other encumbering document, as recorded by the Contractor.

The Contractor will receive an email with a User ID and password and must report the quarterly dollar value of sales to the Department of Administrative Services (DAS) via the Internet using the web form at the Ohio DAS Contract Management Contractor Portal, <https://cm.ohio.gov/>. If no sales occur, the Contractor must show zero. The report must be submitted thirty (30) days following the completion of the reporting period.

The Contractor shall also submit a close-out report within one hundred and twenty (120) days after the expiration of this Contract. The Contract expires upon the physical completion of the last outstanding task or delivery order of the Contract. The close-out report must cover all sales not shown in the final quarterly report and reconcile all errors and credits. If the Contractor reported all contract sales and reconciled all errors and credits on the final quarterly report, then the Contractor should show zero "0" sales in the close-out report.

The Contractor must forward the Quarterly Sales Report to the following address:

Department of Administrative Services  
GSD Business Office  
4200 Surface Road  
Columbus, OH 43228

If the Contractor fails to submit sales reports, falsifies reports or fails to submit sales reports in a timely manner, DAS may terminate or cancel this Contract.

**CONTRACTOR REVENUE SHARE.** The Contractor must pay the Department of Administrative Services (DAS) a revenue share of the sales transacted under this contract. The Contractor must remit the revenue share in U.S. dollars within thirty (30) days after the end of the quarterly sales reporting period. The revenue share equals 0.75% of the total quarterly sales reported. Contractors must include the revenue share in their prices. The revenue share is included in the award price(s) and reflected in the total amount charged to ordering agencies which includes both state agencies and political subdivisions using this Contract.

The contractor must remit any monies due as the result of the close-out report at the time the close-out report is submitted to DAS. The Contractor must pay the revenue share amount due by check. To ensure the payment is credited properly, the Contractor must identify the check as a "Revenue Share" and include the following information with the payment:

Applicable State Term Contract Number, report amount(s) and the reporting period covered.

The Contractor should make the check payable to: Treasurer, State of Ohio, and forward the check to the following address:

Department of Administrative Services  
General Services Division  
4200 Surface Road  
Columbus, OH 43228-1395

If the full amount of the revenue share is not paid within thirty (30) calendar days after the end of the applicable reporting period, the non-payment constitutes a contract debt to the State. The State may either initiate withholding or setting off payments or employ the remedies available under Ohio law for the non-payment of the revenue share.

If the Contractor fails to pay the revenue share in a timely manner, DAS may terminate or cancel this Contract.

**USAGE REPORTS:** Every three (3) months the Contractor must submit a report (written or on disk) indicating sales generated by this Contract. The report shall list usage by customer, by line item, showing the quantities/dollars generated by this Contract. The report shall be forwarded to the Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Terri Villavicencio ([terri.villavicencio@das.ohio.gov](mailto:terri.villavicencio@das.ohio.gov)). \*

These reports are in addition to any other reports required by the agency(s).

\* Indicates change of reporting contact

**USE OF SOCIAL SECURITY NUMBERS AS FEDERAL TAX IDENTIFICATION NUMBERS:** The Department of Administrative Services (Department) requires vendors and contractors wishing to do business with the State to provide their Federal Taxpayer Identification Number to the Department. The Department does this so that it can perform statutorily required "responsibility" analyses on those vendors and contractors doing business with the State and, under limited circumstances, for tax reporting purposes. If you are a vendor or contractor using your Social Security Number as your Federal Taxpayer Identification Number, please be aware that the information you submit is a public record, and the Department may be compelled by Ohio law to release Federal Taxpayer Identification Numbers as a public record. If you do not want to have your Social Security Number potentially disclosed as a Federal Taxpayer Identification Number, the Department encourages you to use a separate Employer Identification Number (EIN) obtained from the United States Internal Revenue Service's to serve as your Federal Taxpayer Identification Number.

**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 Subcontractor 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.

By the signature affixed to Page 1 of this Bid, Bidder hereby certifies that the above information is true and accurate.

This completed form should be returned as part of the bid response. Failure to complete this page may deem your bid not responsive.

## SPECIFICATIONS AND REQUIREMENTS

### **I. SCOPE OF WORK**

The Department of Administrative Services, Office of Procurement Services is requesting bids for the on-line sale and auction of surplus goods. The Ohio Department of Transportation (ODOT) will be utilizing this site to sell all of their surplus vehicles and miscellaneous equipment. ODOT is anticipating sales of 1100 items per year. All other state agencies and the State's Cooperative Purchasing Program members will also be able to sell their surplus via this site.

The items to be sold will be offered "as is, where is". The State makes no guarantee as to the condition of the items. All sales are final.

The contract resulting from this bid will allow for three phases for the sale of surplus goods: Phase 1 will have the items accessible only to State agencies at a pre-determined price for seven (7) days. Phase 2 will expand the availability to other political sub-divisions in Ohio at a pre-determined price for seven (7) days. Phase 3 will allow all remaining items to become available to the general public. If the item is not sold, the Contractor will notify the Seller and automatically re-list the item to Phase 3.

The Contractor will provide an established and secure website that allows separate sign-on authorities and use for 1) the sale of surplus items and 2) the auction of surplus items.

The Contractor will contact the Seller via email only after payment has been received. (A valid purchase order from a State agency or political subdivision will be considered payment.) The Contractor will notify the Seller of payment from buyer within two hours via an automated email during normal business hours of 8:00 am to 5:00 pm Eastern Standard Time (EST). If payment is received outside of this normal time period, the Contractor must contact the Seller within two hours of the start of the next business day.

The Contractor will not receive any funds from either the Seller or DAS; however, the Contractor will receive a percentage of the Buyer's premium.

The Contractor will keep accurate records consistent with the approved Generally Accepted Accounting Principles (GAAP), of all state surplus listings, sales activities and customer information. DAS, ODOT and all other selling entities, will be given access to all of this information if requested.

### **II. ON-LINE SALE/AUCTION PROCESS**

- A. One winner per bid item.
- B. This individual has five (5) days to make payment or they forfeit the item. Once forfeited, the Contractor must notify the Seller automatically via email and re-list the item for another seven (7) days on the auction website within 24 hours of the forfeit.
- C. The Contractor collects the monies due which includes the selling price, the convenience fee if credit cards are used, and the Buyer's premium (Contractor's commission and DAS revenue share).
- D. The Contractor notifies the Seller within two business hours that the money has been received. If applicable, the Seller prepares the title to the individual.
- E. The Contractor retains his portion of the Buyer's premium and the convenience fee if applicable. The Contractor deposits the remaining money into a segregated, interest bearing; Federal Deposit Insurance Corporation (FDIC) approved account. (If the deposited money will ever exceed \$100,000, multiple accounts must be used.)
- F. On the first and fifteenth of each month, the Contractor sends the Seller the account balance from the segregated, interest bearing, FDIC approved account, which includes the sale/auction price and any interest earned. This payment should include all monies received to date. A copy of the Excel spread sheet reconciling all items sold must be included.

## SPECIFICATIONS AND REQUIREMENTS

### III. GENERAL PERFORMANCE REQUIREMENTS FOR THE STATE

- A. Identify surplus items.
- B. Set the pre-determined sale price, reserve price and starting bid for these items.
- C. For ODOT only, all items to be sold will be located at thirteen sites throughout the state of Ohio. Arrangements will be made with the Contractor to visit four sites during the first ten days of each month. The Contractor will be responsible for taking all pictures and recording pertinent information (mileage, model, age and condition). A standardized form from the district representative outlining the working condition of the item will be made available. The Contractor will then load the pictures and information directly into the website within three business days of the site visit. ODOT is expecting about fifty (50) items total (more or less) to be listed each month. There will be no additional charge to ODOT for this service.
- D. For agencies other than ODOT, and any other State's Cooperative Purchasing Program members wishing to sell items, training will be available by the Contractor on an as needed basis. If this Seller has less than fifty (50) items to list and wishes the Contractor to visit, take pictures, record pertinent information and load all information, a flat fee charge as indicated on page 15, Bid Pricing Page will be assessed.
- E. A bill of Sale will be mailed after receiving notification that the Bidder has paid for the item.
- F. Maintain a listing of all winning Bidders that will be provided by the Contractor. This list should be separated into domestic and international Bidders and may potentially be sent to Homeland Security.

### IV. GENERAL PERFORMANCE REQUIREMENTS FOR THE CONTRACTOR

- A. Must provide an established and secure website that allows separate sign-on authorities and use for 1) the sale of surplus items and 2) the auction of surplus items that offer a secure communication path and guarantee confidentiality of data through passwords and encryption.
  - 1. One use and sign on of the website is for the sale of goods. For the first seven (7) days, the items are accessible only to State agencies at a pre-determined price. For the next seven (7) days, the items are also accessible to political sub-divisions in Ohio at a pre-determined price.
  - 2. The other use and sign on of the website is for the auction of goods. For the next seven (7) days, all remaining items are also available to the general public until sold. If items are not sold, the Contractor must notify the Seller via email and re-list the item within 24 hours of the end of the auction for another seven (7) days on the auction website.
- B. Must notify the Seller within two (2) business hours of receipt of payment via an automated email during normal business hours of 8:00 am to 5:00 pm EST. If payment is received outside of this normal time period, the Contractor must contact the Seller within two hours of the start of the next business day.
- C. Must be able to accept purchase orders from both State agencies and municipalities.
- D. Must be able to display the State's Terms and Conditions for each item listed in two different locations that are highly visible to all Buyers. One of these locations must be in the body of the description of the item. The following are the Terms and Conditions that will be used. These Terms and Conditions are subject to change immediately at the request of the State.
  - 1. All sales are final.
  - 2. Each item is sold AS-IS, WHERE-IS, with no warranties or guarantees expressed or implied.
  - 3. Buyer must contact the ODOT or Seller employee listed on the description/location and make an appointment for pickup. All vehicles must be picked up within ten (10) calendar days of purchase.
  - 4. Once payment for item is received, a Bill of Sale will be sent to the Buyer. Once all vehicles/equipment are physically removed from ODOT or Seller's property, ODOT or the Seller will mail the title to the Buyer.

## SPECIFICATIONS AND REQUIREMENTS

5. Buyer is responsible for registration of titled vehicles/equipment and agrees to have this prior to pickup.
6. Buyer must show positive identification at time of pickup to ODOT or Seller. Should the Buyer use a third party to remove the purchased item, the Buyer must ensure that the third party has a copy of the bill of sale and written authorization from the Buyer to remove the purchased item.
7. Buyer must furnish the labor and equipment to remove the auction item.
8. If the Buyer fails to meet the deadline to remove the purchased item, the State may move the item to another location and the Bidder will be responsible for the costs incurred to dismantle, transport and store the item. In such an event, the State shall not be responsible for any item damaged by such removal and, if the Bidder has not made arrangements to pick up the items within thirty (30) calendar days, the Bidder shall be deemed to have ceded ownership to the State. Thereafter, the State may dispose of the item as the state deems reasonable and retain any proceeds there from.
9. ODOT or Seller will use Buyers name and address on bill of sale for title. The only exception to this will be if Buyer is buying on behalf of a company/business and will need the title made out in the name of that company/business. In this case, the company/business should be listed along with the Buyer name on the information provided on the bill of sale. The only other exception is when the Buyer wishes the address listed differently on the title, or if the Buyer name requires a suffix, (Jr., Sr., etc.). A different name will not be put on the title. ODOT or Seller must be notified in writing of any requested changes within two days of payment. This should be sent to [auctionsoem@dot.state.oh.us](mailto:auctionsoem@dot.state.oh.us). If this information is not received by ODOT or Seller within the two day period, ODOT or Seller will use the name and address as listed on the bill of sale for the title. ODOT or Seller will not pay for duplicate titles due to non compliance with the above.

## V. REQUIREMENTS FOR CONTRACTOR'S REPORTING AND INVOICING

- A. Provide real time spread sheet available 24 (twenty four) hours per day, 7 (seven) days per week. This should display each governmental part number, item description, current phase, status of sale, customer, winning bid/sales price, date sold, date payment received, method of payment, Bidder number, and second highest Bidder and amount.
- B. Print invoices listing Buyer name, shipping address, items purchased, individual item prices, taxes, fees and total amount due.
- C. Send invoices to customers via email by the end of business day of that sale.
- D. Collect credit card payments, and if desired, a convenience fee equal to, but not exceeding, the actual percentage transaction fee charged to the Contractor by the credit/debit card company.
- E. Confirm wire transfers immediately upon receipt.
- F. Send copies of paid invoices via email to the Seller within two hours of sale.

## SPECIFICATIONS AND REQUIREMENTS

### VI. ADDITIONAL REQUIREMENTS OF THE CONTRACTOR

#### A. Allow the State control of its Image.

1. The Contractor must inform the State of all public records requests, prior to responding to the request. The Contractor must host and maintain the on-line surplus property screening & disposal services system with complete deference to the State in all matters pertaining to the State's image including the appearance and substance of the website, correspondence, training materials, and any other property that may purport to represent the State.
2. The Contractor hosted website must conform to State IT Policy ITP F.35 Moratorium on the Use of Advertisements, Endorsements, and Sponsorships on State-Controlled Websites. See [http://das.ohio.gov/LinkClick.aspx?fileticket=i9-nf\\_G9W7E%3d&tabid=107](http://das.ohio.gov/LinkClick.aspx?fileticket=i9-nf_G9W7E%3d&tabid=107) . A copy of this document will be kept in the bid file for review.

#### B. Provide an Account Manager and a Finance Manager.

The Contractor must provide both a primary account manager and a finance manager. They must be responsible for managing the Contractor's resources and fulfilling the terms and conditions of the Contract. They will be the primary contacts for interfacing with, and reporting to, the designated representative. At a minimum, these managers must have the authority to oversee and coordinate the following activities:

1. Responding to State requests (e.g. letters, meetings, etc.) in a timely manner.
2. Notifying the Seller whenever the situation of non-payment, cancellation, or unusual circumstances occurs.
3. Providing monthly balance sheets using approved accounting procedures.
4. Submitting required and ad hoc reports.
5. Maintaining all public records, as public records are defined by the Code, in accordance with the appropriate State records retention schedules. At the conclusion of the Contract, the Contractor must allow continual access of all historical account data to the State.
6. Ongoing interaction with the Seller's representative.

#### C. Provide customer support that includes:

1. Procedures that provide confidential information to pre-registered Bidders should a request for a lost password or other such confidential information are solicited.
2. Procedures that review and verify new registration daily.
3. Immediate support with a live person for any pre-registered Bidder(s) experiencing difficulties during an auction. "Difficulties" include any circumstance or problem which interferes with the Bidder's ability to participate in the auction and may include, but is not limited to: data entry errors, software problems, or hardware problems.
4. Toll-free telephone number that can be used for any support issues. For issues outside of an auction, such as payment problems, the Contractor must respond to a call within 24 hours.

#### D. Provide Training Sessions

1. The Contractor must provide training sessions for any interested Sellers on how to collect data and load correctly into the website. Training for State staff must occur during the normal business hours of 8:00 am to 5:00 pm EST, Monday through Friday, excluding State holidays.

## SPECIFICATIONS AND REQUIREMENTS

2. The Contractor must provide a sellers' manuals to the State within thirty (30) days after the effective date of the award. This manual must be approved by Office of Procurement Services for the award to remain in effect, and include information that will assist the system sellers in effectively using the on-line system. A separate manual must be made available for the auction process to potential buyers and may include any necessary disclaimer forms. This manual must be approved by Office of Procurement Services. All disclaimer forms must be approved by the State. Additionally, whenever there is a modification to the online auction bidding system software, the Contractor must provide updates to the seller and buyer manuals and, if necessary, training to the State, at no additional cost to the State.

E. Follow a Disaster Recovery Plan that includes the backing up of all data files daily.

F. Provide a Secure Location

1. Any information and/or data obtained by the Contractor regarding the State or its Bidders who participate in the auction process shall be stored in a place physically secure from access by unauthorized persons.
2. The Contractor must take every reasonable precaution to ensure that all buildings, rooms, storage areas, and containers ("physical locations") used by the Contractor in providing services under this Contract shall be secure and equipped with reasonable precautions against damage.

G. Provide Service to Upload Items

1. In the event that a state agency other than ODOT (or any State's Cooperative Purchasing Program member) elects to list more than fifty (50) items on the website and requires the Contractor to travel to a specific site, take pictures, record pertinent data and download the information, no additional charges shall be incurred.
2. In the event that a state agency other than ODOT (or any State's Cooperative Purchasing Program member) elects to list less than 50 items on the website and requires the Contractor to travel to a specific site, take pictures, record pertinent data and download the information, a flat fee charge, as indicated on page 15, Bid Price Page may be utilized. This fee may never be used, and will not be considered in this bid evaluation to determine the lowest responsive, responsible bidder.

## VII. GENERAL PERFORMANCE REQUIREMENTS FOR THE WEBSITE

A. SALE WEBSITE: The sale website must be accessible only to state agencies, municipalities and political subdivisions and must include the following features:

1. Secure communication path that guarantees confidentiality through passwords and encryption for all customer information as well as State emails and authorization levels.
2. Ability to display item number, governmental part number, photos, item title and item description.
3. Categorized and searchable inventory that includes the ability to search by our governmental part numbers as well as descriptions.
4. Item descriptions, inventory quantities and photos that can be updated after bidding has started. All inputted information must also be able to be corrected by Seller once the item is listed if a mistake is found.
5. Item descriptions that are user defined and completely customizable.
6. Secure server to collect Buyer data (registration), payment method and purchase order number.
7. Same day invoicing and auction reconciliation via email.
8. Online registration to collect pertinent Buyer data (name, company address, phone number, email, fax number, shipping information.)
9. Email confirmation of registration to verify that email address was entered correctly.
10. Ability to register once for all auctions.

## SPECIFICATIONS AND REQUIREMENTS

11. Ability to retrieve Bidder number and password online.
  12. Ability to give results in Excel, comma delimited text files, and written formats to the Seller.
  13. Email receipts to Buyers and Sellers within two business hours of payment received.
    - a. Receipts must contain all Buyer information including: name, address, phone numbers, email, payment method Buyer id number.
    - b. Receipts must contain item purchased, date of payment received, governmental part numbers, quantity, Item description, subtotal, tax, Buyers premium, convenience fee for credit cards, total, type of payment, status of payment, status or order (live or cancelled.)
- B. AUCTION WEBSITE: The auction website must be accessible to state agencies, municipalities and political subdivisions and also the general public and must include the following features:
1. Secure communication path that guarantees confidentiality through pass words and encryption for all customer information as well as State emails and authorization levels.
  2. Categorized and searchable inventory that includes the ability to search by our governmental part numbers as well as descriptions.
  3. Display item number, item description, governmental part number, photos, item title, number of bids placed, Bidder number of current high Bidder, current bid amount and next required bid amount.
  4. Item descriptions, inventory quantities and photos that can be updated after bidding has started. All inputted information must also be able to be corrected by Seller once the item is listed if a mistake is found.
  5. Item descriptions that are user defined and completely customizable.
  6. Secure server to collect Buyer data (registration) and credit card information.
  7. Same day invoicing and auction reconciliation via email.
  8. Online registration to collect pertinent Buyer data (name, company address, phone number, email, fax number, shipping information.)
  9. Email confirmation of registration to verify that email address was entered correctly.
  10. Ability to register once for all auctions.
  11. Ability to retrieve Bidder number and password online.
  12. Ability to give results in Excel, comma delimited text files, and written formats to the Seller.
  13. Email receipts to Buyers and Sellers within two business hours of payment received.
    - a. Receipts must contain all Buyer information including: name, address, phone numbers, email, payment method, Buyer id number.
    - b. Receipts must contain item purchased, date of payment received, governmental part number, quantity, Item description, subtotal, tax, Buyers premium, convenience fee for credit cards, total, type of payment, status of payment, status or order (live or cancelled.)
  14. Ability to utilize auto-extended bid closing at end time if desired by the Seller.
  15. Variable bid increments.
  16. Staggered lot ending times.
  17. Auction software that is hosted on multiple redundant servers.
  18. Email notifications to outbid Bidders.
  19. Reserve functions.
  20. Automatic pop up after bid is entered, showing the amount of bid entered and asking for verification that the customer wants to bid that amount.

## SPECIFICATIONS AND REQUIREMENTS

VIII. CONTRACTOR QUALIFICATIONS In order to be deemed responsive and responsible, Bidders must submit their responses to the following requirements:

- A. Proof of a minimum of four (4) years' experience conducting on-line auctions.
- B. Proof of having conducted \$5,000,000 or more on-line auction sales. An on-line auction is defined as an auction where all bids are submitted via the internet not in conjunction with a live auction.
- C. Listing of a minimum of three entities for which you have performed a similar scope of work utilizing: sales site, auction site, and authority levels.
- D. A minimum of three references must be willing to provide a signed statement (on the reference's authorized stationary) verifying sales and a recommendation letter that details the Bidder's outstanding service in providing on-line multi-level sales/auction services. This list must include entity name, phone number, contact name, email address and dollar value of on-line auction/sales performed.
- E. Marketing/Advertising plan used to attract a larger data base for on-line sales to the general public. The website must be listed within the top twenty listings on Google (or a comparable search engine) for State Surplus Auctions. There will be no charge to the State for any advertising costs.
- F. An extensive on-line test will be required of the apparent lowest responsive and responsible Bidder before any award is made. A test file from ODOT will be provided 24 hours before the scheduled test. This test will be held at DAS, 4200 Surface Road, Columbus, OH and will require full access to the proposed websites by DAS personnel. Each feature in Section VIII. Will be tested and all necessary reporting, accounts payable and accounts receivables will be investigated.

BID PRICE PAGE

This premium includes the 0.75% revenue share percentage to DAS.

Total Buyers Premium 7.5%

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In the event that a state agency other than ODOT (or any State's Cooperative Purchasing Program member) elects to list less than 50 items on the website and requires the Contractor to travel to a specific site, take pictures, record pertinent data and download the information, a flat fee charge may be utilized.

This service will be offered at no additional charge for 50 or more items.

\* This fee may never be used, and will not be considered in this bid evaluation to determine the lowest responsive, responsible bidder.

\* Flat Fee Charge \$ 250.00

CONTRACTOR INDEX

CONTRACTOR, TERMS:

BID CONTRACT NO.: RS902612-1



\* 164957  
AssetNation, Inc.  
3 Penn Center West, Suite 320  
Pittsburg, PA 15276

CONTRACTOR'S CONTACT: Chris Sharron  
E-mail address: [csharron@ritchiebros.com](mailto:csharron@ritchiebros.com)

AssetNation, Inc.  
1001 McKinney St.  
Suite 1700  
Houston, TX 77002

CONTRACTOR'S CONTACT: Tam Nguyen  
E-mail address: [tnguyen@ritchiebros.com](mailto:tnguyen@ritchiebros.com)

TERMS: Net 30 Days  
DELIVERY: As Specified  
Toll Free (866) 469-7383  
Telephone: (412) 505-1000  
FAX: (412) 505-1260  
Mobile: (724) 550-5084

Telephone: (713) 286-4651  
FAX: (713) 286-4605

\* Indicates update to the Contractor's contact and address information.

SUMMARY OF AMENDMENTS

<b>Amendment Number</b>	<b>Revision Date</b>	<b>Description</b>
5	03/31/17	To allow contract RS902612 to expire on 03/31/17. The contract will be rebid on a later date.
4	4/1/16	As a result of mutual agreement between the state of Ohio and the Contractor, this amendment is issued to renew the subject contract an additional 12 months, effective April 1, 2016 through March 31, 2017 and to update the reporting contact on page 5.
3	1/11/16	To indicate the update to the Contractor's address and contact information.
2	4/1/15	As a result of mutual agreement between the state of Ohio and the Contractor, this amendment is issued to renew the subject contract an additional 12 months, effective April 1, 2015 through March 31, 2016.
1	4/1/14	As a result of mutual agreement contract RS902612 will be renewed through 3/31/15.