



CLEAR FORK VALLEY LOCAL SCHOOLS

<http://www.clearfork.k12.oh.us>

92 Hines Avenue Bellville, OH 44813-1232 (419) 886-3855 FAX (419) 886-2237

Janice Wyckoff, Superintendent

Mr. Bradd Stevens, Treasurer

**Legal Notice to Bidders
Request for Proposals (RFP)
for
PROFESSIONAL LIVE AUCTIONEER SERVICES FOR SCHOOL
DISTRICT PROPERTY**

**Issued by the
Clear Fork Valley Local School District Board of Education**

November 20, 2018

Sealed bids will be received by the Clear Fork Valley Local Board of Education, 92 Hines Avenue, Bellville, OH 44813 in the office of the Treasurer until 9:00 a.m. local time, December 10, 2018 and will be opened immediately thereafter.

Public Notice to Bidders

Sealed bids will be received at the office of the Treasurer, Clear Fork Valley Local School District, 92 Hines Avenue, Bellville, Ohio 44813 until 9:00 a.m. on Monday, December 10, 2018, and will be publicly opened and read aloud immediately thereafter for the furnishing of all materials and performing all labor necessary for the **Clear Fork Elementary Facilities Surplus Personal Property Disposal Auction**, in accordance with the specifications prepared and included on the following pages.

Specifications, bid instructions and documents may be obtained from the Clear Fork Valley Local Schools website at <http://www.clearfork.k12.oh.us> and clicking on the Construction tab, Elementary Surplus Disposal Auction Link towards the bottom of the page.

Questions regarding the Project or Bid Documents are to be submitted to the School District, attention Kevin Carr, Director of Physical Facilities. Phone: 419-886-4805, Email: carrk@clearfork.k12.oh.us.

Bids are to be sealed and addressed to Bradd Stevens, Treasurer, Clear Fork Valley Local School District – Board of Education, 92 Hines Avenue, Bellville, Ohio 44813, and plainly marked on the outside “Bid for Auctioneer Services” for the work involved. No bidder shall change or withdraw their bid for 60 days after the date of the bid opening.

Each bidder shall insure that all employees and applicants for employment are not discriminated against because of age, sex, race, color, national origin, ancestry, religion, or handicap. All bidding shall be in strict accordance with the Revised Code of Ohio.

Each bid must be accompanied by a bid guarantee in the form on either a bond for the full amount of the bid or a certified check, cashier’s check or letter of credit equal to 10% of the bid. The bond must be issued by an insurer authorized to do business in Ohio.

The Board of Education of the Clear Fork Valley Local School District reserves the right to accept or reject any, or part of any, or all said bids and waive any informalities.

By order of the Board of Education of the Clear Fork Valley Local School District.

Board of Education of the Clear Fork Valley Local School District

Bradd Stevens, Treasurer

Publish: week of 11/26/2018 and 12/03/2018

SECTION 1 INTRODUCTION / PURPOSE / INTENT

Invitation/Project Summary

The Clear Fork Valley Local School District by means of this Request for Proposals (the "RFP") for Professional Auctioneering Services for Public Personal Property is soliciting Technical Proposals and Fee Proposals from qualified firms interested in performing the services described herein as the Auctioneer, to conduct public auctions to dispose of personal property. The district will select one firm to provide these services for the disposal of personal property arising from the demolition of the two elementary facilities.

The Clear Fork Valley Local School District Board of Education is issuing this Request for Proposals (RFP) to establish a contract for live auctioneer services. The live auctioneer services are to be delivered at both of the district's Elementary facilities located at 195 School Street Bellville, Ohio 44813 and 125 District Street Butler, Ohio 44822. Respondents interested in submitting a proposal must comply with all of the terms and conditions described in this RFP.

It is anticipated that Clear Fork Valley Local Schools will engage the auctioneer to plan, organize, market and advertise, stage, and close out auction events at the specific buildings. The purpose will be to sell to qualified buyers personal property acquired by the district through taxpayer funds.

Personal Property is defined as any or all of the following and/or similar items:

- Furniture
- Tools
- Equipment (office, mechanical, other)
- Appliances
- Any items in or near buildings located that are not going to be utilized in the new facilities.

Auctioneer may also be requested to auction other items associated with specific buildings such as the following. However, if/when such other items would be auctioned is unknown.

- Fixtures
- Hardware
- Doors

SECTION 2 PROJECT SCOPE OF WORK

Project Scope

The District is soliciting proposals for an experienced and qualified vendor to provide professional coordination and processing of the auctioning of selected, surplus District assets.

The selected vendor will be expected to:

- Document the receipt of assets and maintain an inventory
- **Attend a mandatory walk through with the head of maintenance on December 4, 2018 at 8AM**
- Organize the assets for auction
- Provide signage stating items are sold as is with no warranties or guarantees
- Prepare sales advertising
- Use the method of sale which is expected to yield the highest price
- Work with the District to determine minimum sales prices for selected items
- Accept and collect payments
- Document the sale of assets including the sales price, date of sale
- Be responsible for deliveries to customers, if applicable

Items to be auctioned may include but are not limited to:

- Books
- Computers – desktop and laptop (hard drives removed)
- Mechanical, HVAC, Plumbing, Electrical parts
- Electronics
- Furniture
- Landscaping equipment
- Monitors
- Office equipment
- Physical fitness equipment
- Printers
- Scientific equipment
- Tools
- Vehicles

Solicitation Objective

The current contract for live auctioneer services has an estimated annual value of \$5,000. The estimated value is for informational purposes only and should not be construed as representing actual, guaranteed, or minimum value under any new contract. The district intends to make a single award. However, the district reserves the right to award to one Respondent or multiple Respondents or to make no award, as determined to be in the best interest of the District.

Background

Clear Fork Valley Local School District is a public school district governed by a board of locally elected members that are residents of the district. The District is located in North Central Ohio, Richland County and includes the villages of both Bellville and Butler. The buildings that are referred to in this RFP are located within the two village corporation limits which are approximately six miles apart. Pursuant to Ohio Revised Code Section 3313.411 a board of education must dispose of personal property that exceeds an estimated aggregate value of \$10,000 at a public auction.

Clear Fork Valley Local Schools entered into an agreement with the Ohio Facilities Construction Commission to build two new elementary facilities in 2017. Within the terms of that agreement a portion was set aside for replacement of furnishings and equipment and a portion was set aside to demolish the existing structures. Due to this agreement the district has unneeded furnishings and equipment that will be disposed of at auction.

Annually the district holds a public sale to dispose of items that are no longer of any useful value to the district but the aggregate value of those items is below the \$10,000 floor that requires the district to sell personal property at auction. Additionally the district utilizes Public Surplus as a government surplus auction website to dispose of items that are no longer of any useful value to the district, however this method disposal is not conducive for the volume of property disposal that is needed within the time constraints of the district's facility development project.

Term/Timeline and Dates

The term of the Contract will be for the completed sale of the personal property located at the two elementary facilities and is not limited to a specific single day or week. Should the sale of personal property at both facilities be completed in a single day then the term of the contract will be for the single day. Should the sale of the personal property of the two elementary facilities take multiple days then the term of the contract will span the days of the sale. It is the intention of the district to hold the sales either on the same day or within 7 days of each other but not separate the dates of the auction sale by more than 7 calendar days. Any contract or agreement is not exclusive and district reserves the right to sell or dispose of surplus material and equipment through other means or vendors. The auctioneer will work with the district to determine the most viable auction schedule. The anticipated date of the sale is Saturday January 19, 2019 and if additional days are necessary they will occur within 7 calendar days following the date of the sale.

Fee Schedule and sale proceeds

The Fee Proposal is required to be included with the original proposal. The Fee Proposal sheet is provided as Attachment B to the Agreement, firms should complete it or use it as a guide to prepare their detailed fee proposal. The Fee Proposal is required to be included with the original proposal.

- a. Fees should be presented as a commission percentage. Commission will be calculated by the vendor as a percentage of gross sales and will be withheld from auction proceeds and paid to the District within 15 business days after each sale. Fees for advertising, insufficient funds, deliveries, forklift fees, shipping, buyer's premiums, etc. are not to be deducted from gross sales prior to calculation of commission.
- b. The District is exempt from paying State and local transaction privilege tax (sales tax).
 - i. Proposals that include equipment or materials should not include itemized sales tax in the amount of your proposal.
 - ii. Proposals for services, are not taxable.
- c. Provide detailed explanations of any assumptions that the proposer made in calculating the commission percentage in order to provide sufficient information for the district to be able to prepare a detailed fee analysis and comparison.

Clear Fork Valley Local Schools expects that all fees are included in the overall fee for services proposed, and that there will be no additional expenses billed to the district for any reason.

Commission – to be expressed as a percentage of gross sales

Payment for services shall be in the form of a commission retained by the vendor from the gross proceeds of the sale of District surplus assets.

The commission shall be calculated by multiplying the contracted commission percentage listed in the box above by the total gross sales of District assets sold. Fees for advertising, insufficient funds, deliveries, forklift fees, shipping, buyer's premiums, etc. are the responsibility of the vendor and shall not be a deduction from gross sales in calculating the net proceeds due to the District.

The District reserves the right to inspect and audit sales records, bid sheets, or any other records associated with the sale of District assets.

A commission check for net auction proceeds and an auction report will be delivered to the District within 15 business days after each auction. The report and commission check should be delivered in person or by mail to:

Clear Fork Valley Local Schools
92 Hines Ave
Bellville Ohio 44813

The auction report will itemize the items/lots sold, sale date, sale amount, and tag number (when available). The report will include the calculation of commission which will be withheld from the total sale amount.

Items identified by the District as "capital" must be reported separately by the vendor and may not be combined with other items in a lot when reporting sales price.

SECTION 3 PROPOSAL, PREPARATION AND SUBMITTAL

Proposals must conform to all requirements stated below, and elsewhere in this RFP. Disregarding these requirements may result in disqualification of the proposal.

Before submitting a proposal, each firm shall familiarize itself with the entire RFP, including Scope of Work, contract form and all laws, regulations and other factors affecting contract performance. The firm shall be responsible for fully understanding the requirements of a subsequent contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a proposal will constitute a representation of compliance by the firm. There will be no subsequent financial adjustment for lack of such familiarization.

All proposal materials must be placed in a sealed package (envelope, box, etc.) clearly marked with the proposal name and number and the firm's name. It is the responsibility of the firm to ensure that proposals are received in the Office of the Purchasing Director by the due date and time stated on page 1 of this RFP. The firm is responsible for delivery of their proposal by the deadline notwithstanding any claims of error or failure to perform by a mail, courier or package delivery service. No proposals or proposal modifications may be submitted orally, electronically, or via telephone, facsimile, electronic mail (email) or telegraph.

All proposals must be typewritten on standard paper size (8½ x 11 inches) and shall be in the required format incorporating the forms provided in this RFP package, if any. It is permissible to copy these forms as required. The authorized person signing the proposal shall initial erasures, interlineations or other modifications on the proposal.

The firm's proposal should be organized in sections as outlined below:

1. Cover Letter

All proposals must include a cover letter submitted under the firm's name on the firm's letterhead containing the signature and title of a person or an official of the firm who is authorized to commit the firm to a potential contract with the District. The cover letter must also identify the primary contact for this proposal. The cover letter should express the firm's interest and serve as an executive summary of the proposal. Claims of proprietary information must be included in the cover letter.

2. Proposal Form

All proposals must include the complete Proposal Form signed by a person or an official authorized to commit the firm to a contract with the District.

3. Proposal Copies

The firm must submit one (1) original copy of the proposal.

4. Qualifications

The proposal verbiage must describe the firm's qualifications to provide the requested products and/or services, and include the following:

- a. Number of years in business.
- b. Number of school auctions performed.
- c. Description of recordkeeping, reporting and inventory methods to be used in tracking assets and reporting sales information.
- d. Overview of approach and description of methodology to be used including how auctions will be conducted and any innovative advertising, staging or marketing ideas which will increase sales prices.

5. Response

Responses must be clear and thorough, but concise, and written in plain, easy to understand language. Responses must follow the numbering format used in this Request For Proposal.

6. Exceptions Requested

Any exceptions to the requirements of this RFP that the firm requests the District to consider must be placed in this section. Each alternate or exception should be addressed separately with specific reference to the requirement. If there are no proposed alternates or exceptions, a statement to that effect must be included in this section of the proposal. Any exceptions requested from the Contract Documents must also be included in this section. Exceptions that are not requested as part of the bid shall not be considered. Any proposed additional or alternate terms and conditions, contracts, waivers, licenses or agreements required by the firm should be included here with a brief explanatory introduction.

7. Appendix

The Proposal Appendix must include:

- a. All documents or forms required by the District to be completed by the firm including the required documents specified in the Appendix of this RFP.
- b. Details of any litigation your company or any of its subsidiaries or affiliates has had in the past five years relate to the performance of services provided by your firm.
- c. If a firm has had any previous contracts canceled or is currently debarred, suspended, or proposed for debarment by any government entity, the current status must be documented in this proposal. The firm agrees to notify the District of any change in this status. If any customer has stopped using the product(s) or service(s) you are proposing, provide details including customer name, date when product was installed, date when product was discontinued (usage) and reason for discontinuation, including contact details of the customer.
- d. If the firm intends to use any cooperative, subcontract, third party agreement, or the like to perform under their proposal, the firm must supply the name, address, qualifications and criteria used by the firm for selection of any third party, and the intended services to be performed. The services provided under the scope of work proposed, in part or in whole, shall not be subcontracted or assigned without prior written permission of the District, except that the contractor may, without prior approval and without being released from any of its responsibilities hereunder, assign the contract to any affiliate or wholly-owned subsidiary of the contractor.
- e. Samples of any documentation or form that proposer will require the District to sign.

10. General a. Cost of Proposal Preparation – The District shall not reimburse the cost of developing, presenting or providing any response to this solicitation; offers submitted for consideration should be prepared simply, and economically, providing adequate information in a straightforward and concise manner.

b. Certification – By signature on the Proposal Form included herein, the proposer certifies that the submission of the proposal did not involve collusion or other anti-competitive practices. The Auctioneer has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal. In addition, Auctioneer certifies whether or not an employee of the District has, or whose relative has, a substantial interest in any agreement subsequent to this document. Auctioneer also certifies their status with regard to debarment, or suspension by any governmental entity. Failure to provide a valid signature affirming the stipulations required by this clause shall result in the rejection of the submitted proposal and, if applicable, any resulting agreement. Signing the certification with a false statement shall void the proposal and, if applicable, any resulting agreement. Any resulting agreement may be subject to legal remedies provided by law. Auctioneer agrees to promote and offer to the District only those services and/or materials as stated in and allowed for under resulting agreement(s).

Section 4 Selection and Contract Award

Proposals shall be evaluated based on the requirements set forth in the RFP. Selection of the firm(s) will be at the discretion of the District Board of Education and will be based on the proposal that the District deems to be the most responsive and responsible and serves the best interests of the District. It is the intent of the District to negotiate and enter into a contract with the selected firm following a Notice of Intent of Selection.

Selected proposer(s) may be required to make on-site oral and visual presentations or demonstrations at the request of the District. The District will schedule the time and location for any presentations. Costs and equipment for such presentations are the responsibility of the proposer. Best and Final offers may be solicited from the pool of finalists prior to selection of the successful firm.

Proposals will be reviewed by a selection committee and will be evaluated based on the following criteria, which are listed in descending order of importance:

- a. Firm Experience and Qualifications
 - i. Experience with projects of similar type and scope.
 - ii. Experience with private and public sector organizations, and institutions of education.
- b. Project Methodology and Structure Teams
 - i. Description of the approach, methodology, and project structure to be used to satisfy the District's project scope and objectives.
 - ii. Experience with advertising and staging items to obtain the highest sales price.
 - iii. Information provided by vendor regarding record keeping and reporting techniques.
- c. Financial Proposal
 - i. Total cost to District in the form of commissions withheld by the vendor

SECTION 5 RFP COMPLETION CHECKLIST

This checklist is a summary of some of the required components of the RFP. It is provided as a convenience to contractors, but is not intended to be all-inclusive or to imply acceptance or evidence of compliance by its use. It is the responsibility of the contractor to submit complete and compliant proposals.

Cover Letter

Proposal Form

Qualifications

Response to Scope of Work

Exceptions Requested

Cost Proposal

Appendix

SECTION 6 PROPOSAL FORM

Date _____

Proposal of _____, a corporation organized and existing
(Name)
under the laws of the State of Ohio; a partnership consisting of _____;
(Name)
an individual trading as _____.
(Name)

Request for Proposal: Clear Fork Valley Local School District Live Auctioneer

To: Clear Fork Valley Local School District ("District")

1. In compliance with your Request for Proposal the undersigned hereby offers to furnish the services designated in the RFP, in strict accordance with the RFP, upon written notice of acceptance of this Proposal at any time within thirty (30) days after the date of opening of the Proposals, and to execute the Contract in accordance with the Proposal as accepted within five (5) days after the Contract is presented for signature.

2. The undersigned Proposer hereby acknowledges receipt of the following Addenda, if any:

Addendum No. Date

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

3. The undersigned Proposer understands that the District reserves the right to reject any or all Proposals or to waive any formality or technicality, as determined by the District in its sole discretion, in any Proposal in the interest of the District.

4. The undersigned Proposer hereby certifies and affirms that this Proposal is genuine and not a sham or collusive, nor made in the interest or behalf of any person not herein named, and that the undersigned Proposer has not directly or indirectly induced or solicited any other Proposer to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the Proposer has not in any manner sought by collusion to secure for itself an advantage over any other Proposer.

5. The undersigned certifies that to the best of his/her knowledge: **(check only one)**

() There is no officer or employee of Clear Fork Valley Local School District who has, or would have, or whose relative has, or would have, a substantial interest in any contract resulting from this request.

() The names of any and all public officers or employees of Clear Fork Valley Local School District who have,

or would have, or whose relative has, or would have, a substantial interest in any contract resulting from this request, and the nature of the substantial interest, are included below or as an attachment to this Proposal.

6. The Proposer certifies, to the best of its knowledge and belief, that:

(i) The Proposer and/or any of its Principals or Owners:

(A) (check one) **are ()** or **are not ()** presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any governmental agency.

(B) (check one) **have ()** or **have not ()**, within a three year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) contract or subcontract; violation of federal or state antitrust statutes, rules or regulations relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion; or receiving stolen property; and

(C) (check one) **are ()** or **are not ()** presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any other of the offenses enumerated in paragraph (i)(B) of this provision.

(ii) The Proposer (check one) **has ()** or **has not ()**, within a three year period preceding this offer, had one or more contracts terminated for default by any governmental agency.

“Principals,” for the purposes of this Proposal, means officers, directors, owners, partners and persons having primary or substantial management or supervisory responsibilities within a business entity.

7. The certifications in paragraphs 4, 5 and 6 of this Proposal are material representations of fact upon which reliance will be placed when making an award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the District, the District may terminate the contract resulting from this solicitation for default.

8. Each bid must be accompanied by a bid guarantee in the form on either a bond for the full amount of the bid or a certified check, cashier’s check or letter of credit equal to 10% of the bid. The bond must be issued by an insurer authorized to do business in Ohio.

(Official Name of Firm)

(Print Name)

(Title)

(Complete Business Address)

(Email Address)

(Federal Taxpayer ID Number)

SECTION 7 AGREEMENT

AGREEMENT BETWEEN CLEAR FORK VALLEY LOCAL SCHOOL DISTRICT

AND

This Agreement made and entered into on the _____ day of _____, 20____, by and between Clear Fork Valley Local School District hereinafter referred to as "District" or _____ and _____ hereafter referred to as the "Auctioneer."

The District and the Auctioneer agree as follows:

FIRST: The Auctioneer agrees to perform the professional, technical and/or management services hereinafter set forth when, and as assigned by the District, and

SECOND: The District agrees to pay the Auctioneer a fee, together with such other payments and reimbursements as are hereinafter provided.

ARTICLE 1: AUCTIONEER'S SERVICES

The Auctioneer agrees to provide professional services and consultation to assist the District as outlined in the scope of work covered in Attachment A of this Agreement which is hereby referenced and incorporated as an integral part of this Agreement. All work performed under the Agreement must have prior approval of the District.

ARTICLE 2: FEE STRUCTURE

The fee structure for the work conducted under this Agreement will be in accordance with Attachment B of this Agreement which is hereby referenced and incorporated as an integral part of this Agreement.

ARTICLE 3: METHOD OF PAYMENT

Payment for services shall be in the form of a commission retained by the vendor from the gross proceeds of the sale of District's surplus assets. The commission rate shall be the contracted commission percentage based on gross sales. Fees for advertising, insufficient funds, deliveries, forklift fees, shipping buyer's premiums, etc. are the responsibility of the vendor and shall not be deducted from gross sales in calculating the net proceeds due to the District.

ARTICLE 4: INDEMNIFICATION

To the fullest extent permitted by law, the Auctioneer shall defend, indemnify and hold harmless the District, its agents, representatives, officers, directors, officials and employees, from and against all claims, damages, losses and expenses (including, but not limited to, attorneys' fees, court costs and the cost of appellate proceedings) relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Auctioneer, its employees, agents or any tier of subcontractors in the performance of the Agreement. Auctioneer's duty to defend, hold harmless and indemnify the District, its agents, representatives, officers, directors, officials and employees, shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment or destruction of property, including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of the Agreement, including any employee of the Auctioneer or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Auctioneer be legally liable.

ARTICLE 5: EMPLOYEE RELATIONSHIP

The Auctioneer is an independent contractor and is not an employee, partner, legal representative, joint venturer or agent of the District. The District is not an employee, partner, legal representative, joint venturer or agent of the Auctioneer.

ARTICLE 6: CANCELLATION

This Agreement may be cancelled at any time, with or without cause, by the District giving seven (7) days written notice to the Auctioneer. In the event of such cancellation, the Auctioneer shall be paid for authorized services provided prior to the effective date of termination. In ascertaining the services actually rendered hereunder up to the date of the termination of this Agreement, consideration shall be given to both completed work and work in process of completion and to complete and incomplete reports and other documents whether delivered to the District or in the possession of the Auctioneer.

ARTICLE 7: OWNERSHIP OF DRAWINGS OR REPORTS

Services as represented on drawings, reports, memoranda, notes and drafts are the property of the District whether the work is completed or not and may be used by them in any fashion they see fit. Notwithstanding the foregoing, however, the Auctioneer reserves the right to use any studies, analyses or data prepared or collected during the course of this work for other purposes as seen fit, provided, however, that no such use shall allow the District to be identified without the consent of the District.

ARTICLE 8: PERSONAL SERVICES

It is agreed that the District is relying on the personal services of the Auctioneer and upon their technical ability and professional integrity. Such reliance is one of the chief considerations for the execution of this Agreement by the District. It is further understood and agreed that the Auctioneer shall not assign, sublet nor transfer his duties under this Agreement, nor shall this Agreement be assignable or transferable by operation of law or otherwise without the written consent of the District.

ARTICLE 9: CONFLICT OF INTEREST

The Auctioneer agrees to perform services exclusively for the District under this agreement, and expressly agrees not to undertake any conflicting duties to others, with or without compensation, which could in any way compromise that responsibility. The Auctioneer shall not disclose to others any confidential information gained from this relationship without the prior, written permission from the District, and the Auctioneer shall not seek to use their position, the information gained thereby, nor any other aspect of the project or relationship with others involved in it, for personal gain or other remuneration or benefit, beyond the compensation provided for herein.

ARTICLE 10: TERM OF AGREEMENT

The initial term of the contract shall be for one year from date of award. Four, one-year extensions of the contract may be effected by Purchase Order or an amendment to this Agreement approved by both parties.

ARTICLE 11: GOVERNING LAW

This Agreement is made in the State of Ohio and shall be subject to and governed by the laws of the State of Ohio. All questions concerning the validity, construction and administration of the Agreement shall be determined under Ohio law.

ARTICLE 12: SEVERABILITY

This Agreement shall be severable and to the extent that any part of the Agreement is unenforceable for any reason whatsoever, the remaining parts of this Agreement shall remain in full force and effect.

ARTICLE 13: NOTICES

All notices to either party shall be deemed to have been provided by depositing the same, postage pre-paid, with the United States Postal Service, addressed as follows:

*District Representative: **Kevin Carr 92 Hines Ave Bellville, OH 44813***

Auctioneer Representative:

ARTICLE 14: ARBITRATION

If the parties are unable to resolve any disputes arising under the Agreement, those disputes shall be resolved through arbitration in accordance with A.R.S. ' 12-1501, et. seq.

ARTICLE 15: NON-DISCRIMINATION

The parties agree to comply with Ohio law prohibiting discrimination in employment by government contractors, to the extent applicable with this Agreement, along with other applicable non-discrimination laws and regulations.

ARTICLE 16: LACK OF SUFFICIENT FUNDING

This Agreement may be cancelled without any further obligation on the part of the District in the event that sufficient appropriated funding is unavailable to assure full performance of the Agreement terms. Auctioneer shall be notified in writing of any such non-appropriation at the earliest opportunity.

ARTICLE 17: INSURANCE

Auctioneer shall furnish insurance as required by Attachment C hereto, which is incorporated herein by this reference as though fully set forth herein.

ARTICLE 18. ADDITIONAL TERMS AND CONDITIONS

The parties shall comply with the Terms and Conditions attached hereto as Attachment D, which are incorporated herein by this reference as though fully set forth herein.

IN WITNESS WHEREOF, the Parties to this agreement have hereunto caused the same to be executed at Bellville, Ohio the day and year first above written.

Clear Fork Valley Local School District:

Auctioneer:

ATTACHMENT A

Scope of Services

(The Scope of Services will be developed from the Project Scope defined in section 2 of this RFP and successful Offeror's proposal.)

By:
Title:

By:
Title:

ATTACHMENT B
Fee Schedule

Commission – to be expressed as a percentage of gross sales: _____%

Payment for services shall be in the form of a commission retained by the vendor from the gross proceeds of the sale of District surplus assets.

The commission shall be calculated by multiplying the contracted commission percentage listed in the box above by the total gross sales of District assets sold. Fees for advertising, insufficient funds, deliveries, forklift fees, shipping, buyer's premiums, etc. are the responsibility of the vendor and shall not be a deduction from gross sales in calculating the net proceeds due to the District.

The District reserves the right to inspect and audit sales records, bid sheets, or any other records associated with the sale of District assets.

Attachment C INSURANCE

1. Insurance Requirements

The Auctioneer, at Auctioneer's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed to do business in the State of Ohio with policies and forms satisfactory to the District.

All insurance required herein shall be maintained in full force and effect until all work required to be performed under the terms of the agreement is satisfactorily completed and formally accepted; failure to do so may, at the sole direction of the District, constitute a material breach of the agreement.

The Auctioneer's insurance shall be primary insurance, and any insurance or self-insurance maintained by the District shall not contribute to it.

Any failure to comply with the claim reporting provisions of the policies or any breach of an insurance policy warranty shall not affect coverage afforded under the policy to protect the District.

All policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the District, its agents, representatives, directors, officers, and employees for any claims arising out of the Auctioneer's work or service.

The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the District under such policies. The Auctioneer shall be solely responsible for deductible and/or self-insured retention and the District, at its option, may require the Auctioneer to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The District reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The District shall not be obligated, however, to review same or to advise Auctioneer of any deficiencies in such policies and endorsements, and such receipt shall not relieve Auctioneer from, or be deemed a waiver of the District's right to insist on, strict fulfillment of Auctioneer's obligations under the agreement.

The insurance policies, except Workers' Compensation, required by the agreement shall name the District, its agents, representatives, officers, directors, officials, and employees as Additional Insureds.

CERTIFICATES OF INSURANCE

Prior to commencing Services under the agreement, Auctioneer shall furnish the District with Certificates of Insurance, or formal endorsements as required by the agreement, issued by Auctioneer's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by the agreement are in full force and effect.

In the event any insurance policy(ies) required by the agreement is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Auctioneer's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the agreement, a renewal certificate must be sent to the District thirty (30) days prior to the expiration date.

All Certificates of Insurance required by the agreement shall be identified with a bid serial number and title.

CANCELLATION AND EXPIRATION NOTICE

Insurance evidenced by these certificates shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the District.

Workers' Compensation

This Auctioneer shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Auctioneer's employees engaged in the performance of the work; and, Employer's Liability insurance. In case any work is subcontracted, the Auctioneer will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Auctioneer.

Advertising

Auctioneer shall maintain Professional Liability insurance. Coverage shall include injury resulting from a statement made in the course of advertising activities that causes loss to another person or business by libel, slander, defamation, violation of a right of privacy, piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan. Requirements under this section may be met through either an endorsement to the General Liability insurance providing the minimum coverage noted herein or by a separate Professional Liability policy.

Attachment D Terms and Conditions

- 1. Legal Remedies** – All claims and controversies shall be subject to the Pima County Community District Policy regarding Formal Protests and Appeals

- 2. Agreement** –The Agreement shall contain the entire agreement between the District and the Auctioneer relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders or master agreement in any form.

- 3. Agreement Amendments** – The Agreement shall be modified only by a written amendment signed by persons duly authorized to enter into agreements on behalf of the District and the Auctioneer.

- 4. Provisions Required by Law** – Each and every provision of law and any clause required by law to be in the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

- 5. Severability** – The provisions of the Agreement are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

- 6. Records** – Pursuant to provisions of title 35, chapter 1, article 6 A.R.S. §35-215 the Auctioneer shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files and other records relating to the acquisition and performance of the Agreement for a period of five (5) years after the completion of the Agreement. All such documents shall be subject to inspection and audit at reasonable times. Upon request, a legible copy of any or all such documents shall be produced at the offices of the Auditor General, the Attorney General or the District Purchasing Office.

- 7. Advertising** – Contractor shall not advertise or publish information concerning the Agreement, without prior written consent of the District.

- 8. Preparation of Specifications by Persons Other than District Personnel** – All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the District's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.

- 9. Americans With Disabilities Act** – The Auctioneer shall comply with all applicable provisions of the Americans With Disabilities Act and applicable federal regulations under the act.

- 10. Conflict of Interest** – The District may, within three years after its execution, cancel the agreement without penalty or further obligation if any person significantly involved in negotiating, drafting, securing or obtaining the agreement for or on behalf of the District becomes an employee of or a Auctioneer in any capacity to any other party to the agreement with reference to the subject matter of the Agreement while the Agreement or any extension thereof is in effect or as otherwise provided by A.R.S. § 38-511..

11. Drug Free Workplace – The Auctioneer agrees that in the performance of the Agreement, neither the Auctioneer nor any employee of the Auctioneer shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity covered in the Agreement. The District reserves the right to request a copy of the Auctioneer Drug Free Workplace Policy. The Auctioneer further agrees to insert a provision similar to this statement in all subcontracts for services required.

12. Equal Opportunity – The provisions of Section 202 of Executive Order 11246.41 C.F.R. Sec. -0-1.4.41 Sec. 60-250.4 and 41 C.F.R. Sec. 60-741.4 are incorporated herein by reference and shall be applicable to the Agreement unless the Agreement is exempted under the rules, regulations or orders of the U.S. Secretary of Labor.

13. Federal, State and Local Taxes, Licenses and Permits – Auctioneer is solely responsible for complying with all laws, ordinances, and regulations on taxes, registrations, licenses and permits, as they may apply to any matter under this document. The Auctioneer must demonstrate that they are duly licensed by whatever regulatory body may so require during the performance of the Agreement. Prior to the commencement of Agreement, the Auctioneer shall be prepared to provide evidence of such licensing as may be requested by the District. Auctioneer shall, at no expense to the District, procure and keep in force during the entire period of the Agreement all such permits and licenses.

14. Gratuities – The District may, by written notice to the Auctioneer, cancel the agreement if it is found by the District that gratuities, in the form of entertainment, gifts or otherwise were offered or given by the Auctioneer or any agent or representative of the contractor, to any officer or employee of the District with a view toward securing an agreement or securing favorable treatment with respect to the performing of such agreement.

15. Liens – Each Auctioneer shall keep the District free and clear from all liens asserted by any person or entity for any reason arising out of the furnishing of services or materials by or to the Auctioneer.

16. Sales and Use Tax – The District is not exempt from state sales and use tax.

17. Sexual Harassment – Federal law and the policies of the District prohibit sexual harassment of District employees or students. Sexual harassment includes any unwelcome sexual advance toward a District employee or student, any request to a sexual favor from a District employee or student, or any other verbal or physical conduct of a sexual nature that is so severe or pervasive as to create a hostile or offensive working or educational environment for District employees or students. Auctioneer, subcontractors and suppliers for this project are required to exercise control over their employees so as to prohibit acts of sexual harassment of District employees and students. The employer of any person whom the District, in its reasonable judgment, determines has committed an act of sexual harassment agrees as a term and condition of the Agreement to cause such person to be removed from the project site and from District premises and to take such other action as may be reasonably necessary to cause the sexual harassment to cease.

18. Smoking – All facilities of the District are smoke free. Smoking is not permitted inside District buildings or within 25 feet of doorways and air intakes. The Auctioneer is required to comply with this smoke free policy.

19. Confidentiality – The parties shall comply with 20 USC Section 1232(g), the Buckley Amendment to the Family Educational Right and Privacy Act of 1974. Therefore, Contractor shall not be entitled to receive Employee or Student information directly from the District, other than public information available in any District directory which is not protected by federal or state privacy or confidentiality statutes or regulations. Contractor may solicit Employee and Student information directly from Employees and Students subject to prior

disclosures by Contractor of all intended uses of such information. Regardless of the Employee or Student personal information, even if such information is publicly available via directories, Contractor shall under no circumstances sell, duplicate, market, or give to any person or persons, entities or other companies a list or other personal information of any or all Employees or Students. All Employee and Student identities and personal information shall remain confidential. Disclosure by Contractor occurring without the express prior written consent of the Employee or Student shall result in the immediate termination of this agreement.

20. Assignment-Delegation – No right or interest in the Agreement shall be assigned or delegated by Auctioneer without the prior written permission of the District. Any attempted assignment or delegation by Auctioneer shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

21. Force Majeure – Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing under the Agreement if such delay or default is caused by conditions beyond its reasonable control including, but not limited to wars, insurrections, fires, floods, governmental restrictions and/or any other cause beyond the reasonable control of the party whose performance is affected.

22. Intellectual Property Rights – It is understood and agreed that ownership of intellectual property developed as a result of fulfilling the requirements of this Agreement belongs solely and exclusively to the District. Documents provided in connection with the Agreement belong to the District and are being used with permission. Intellectual property, as used herein, means all forms of legally protectable intellectual property, including copyrights, trademarks, inventions, patent applications, patents and mask works, drawings and/or blueprints. It is also understood and agreed that any intellectual property created as a result of Auctioneer's performance of this Agreement is considered a work for hire under the U.S. copyright laws and as such, the District will own the copyright.

23. Laws and Regulations – Auctioneers are solely responsible for keeping themselves fully informed of and faithfully observing all laws, ordinances, and regulations affecting the rights of their employees, and shall protect and indemnify the District, its officers and agents against any claims of liability arising from or based on any violation thereof.

24. Payment Terms – Payments by the District shall be subject to the provision of Title 35 of Ohio Revised Statutes, relating to time and manner of submission of claims. The District's obligation is payable only and solely from funds appropriated for the purpose of the Agreement. Unless otherwise stated herein, the payment terms for the Agreement are Net 30 days.

25. Price Adjustment – Price changes will normally only be considered at the end of one Agreement period and the beginning of another. Price change requests shall be in writing, submitted at least sixty (60) days prior to the end of the current Agreement period, and shall be supported by written evidence of increased costs to the Auctioneer. The District will not approve unsupported price increases that will merely increase the gross profitability of Auctioneer at the expense of the District. Price change requests shall be a factor in the Agreement extension review process. The District shall, in its sole opinion, determine whether the requested price increase or an alternate option is in the best interest of the District.

26. Prior Course of Dealings – No trade usage, prior course of dealing, or course of performance under other agreements shall be a part of this Agreement resulting from this RFP, nor shall such trade usage, prior course of dealing or course of performance be used in the interpretation or construction of such resulting agreement.

27. Right to Offset – The District shall be entitled to offset against any sums due the Auctioneer, any expenses or costs incurred by the District, or damages assessed by the District concerning the Auctioneer's non-conforming performance or failure to perform the Agreement, or any other debt owing the District.

28. Insolvency – The District shall have the right to terminate the Agreement at any time in the event Auctioneer files a petition in bankruptcy; or is adjudicated bankrupt; or if a petition in bankruptcy is filed against Auctioneer and not discharged within thirty (30) days; or if Auctioneer becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law; or if a receiver is appointed for Auctioneer or its business.

29. Lack of Funding – The Agreement may be canceled without further obligation on the part of the District in the event that sufficient appropriated funding is unavailable to assure full performance of the terms. The Auctioneer shall be notified in writing of such non-appropriation as soon as reasonably possible. No penalty shall accrue to the District in the event this cancellation provision is exercised. This cancellation provision shall not be construed so as to permit the District to terminate the Agreement in order to acquire similar equipment, material, supplies or services from another party.

30. Stop Work Order – The District may at any time, by written order to the Auctioneer, require the Auctioneer to stop all or any part of the work called for by the Agreement for a period of up to ninety (90) days after the order is delivered to the Auctioneer, and for any further period to which the parties may agree. The order shall be specifically identified as the Stop Work Order issued under this provision. Upon receipt of the order, the Auctioneer shall immediately comply with its terms and take all reasonable steps to minimize the incidence of costs allocable to the work covered by the order during the period of work stoppage. If a Stop Work Order issued under this provision is canceled or the period of the order or any extension expires, the Auctioneer shall resume work. The District shall make an equitable adjustment in the delivery schedule or Agreement price, or both, and the Agreement shall be amended in writing accordingly.

31. Suspension or Debarment – The District may by written notice to the Auctioneer immediately terminate the Agreement if the District determines that the Auctioneer has been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor or Contractor of any public procurement unit or other governmental body.

32. Continuation of Performance Through Termination – The Auctioneer shall continue to perform, in accordance with the requirements of Agreement, up to the date of termination, as directed in the termination notice.

33. Federal Immigration Laws and Regulations – Auctioneer warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(a) and that it requires the same compliance of all subcontractors under the agreement. Auctioneer acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of the agreement subject to penalties up to and including termination of the agreement. The District retains the legal right to audit the records of the Auctioneer and inspect the papers of any employee who works for the Auctioneer to ensure compliance with this warranty and the Auctioneer shall assist in any such audit. The Auctioneer shall include the requirements of this paragraph in each contract with subcontractors under the agreement.

If the Auctioneer or subcontractor warrants that it has complied with the employment verification provisions prescribed by sections 274(a) and 274(b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A), The Auctioneer or subcontractor shall be deemed to be in

compliance with this provision. The District may request proof of such compliance at any time during the term of the Agreement by the Auctioneer and any subcontractor.

34. Extended Contract

The District is an active member of the Strategic Alliance for Volume Expenditures (S.A.V.E.) Cooperative agreement. Under this Cooperative Purchasing Agreement, and with the concurrence of the successful Proposer, other members of this organization may access any subsequent agreement/contract resulting from this solicitation. If the Proposer does not want to grant such access, it must be stated in their Proposal. In the absence of a statement to the contrary, the District will assume that access is granted by the Proposer to any subsequent agreement/contract.