



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Request for Quotation
 34 - Service - Prof

Proc Folder: 321108

Doc Description: Addendum No. 1- Professional Electronic Auction Services

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2017-05-03	2017-05-18 13:30:00	CRFQ 1300 STO1700000005	2

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Name, Address and Telephone Number:

05/22/17 10:05:54
 WV Purchasing Division

FOR INFORMATION CONTACT THE BUYER

Tara Lyle
 (304) 558-2544
 tara.l.yle@wv.gov

Signature X

FEIN #

DATE

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION:

Addendum No. 1 - To add solicitation documentation inadvertently omitted from CRFQ STO1700000005.

The WV Purchasing Division for the agency, WV State Treasurer's Office, is soliciting bids for an open-end contract to provide professional electronic auction services for the sale of tangible unclaimed property reported to the State Treasurer's Office by financial institutions, per the attached specifications.

Please Note: Online bidding has been prohibited for this solicitation, therefore, Vendors must provide a paper bid in accordance with Section 6 in the Instructions to Vendors Submitting Bids hereto attached.

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE		WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE	
CHARLESTON	WV25304	CHARLESTON	WV 25304
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Auction services	0.00000	LS		

Comm Code	Manufacturer	Specification	Model #
80141705			

Extended Description :
Auction services

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Technical question deadline by 4:00 pm	2017-05-10

STO1700000005	Document Phase Draft	Document Description Addendum No. 1- Professional Electronic Auction Services	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER: CRFQ – STO1700000005
Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ STO1700000005 (“Solicitation”) to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

1. To add the solicitation documentation inadvertently omitted from the original CRFQ STO1700000005.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFO STO1700000005

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

PropertyRoom.com, Inc.

Company

Authorized Signature

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

A MANDATORY PRE-BID meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: May 10, 2017 by 4:00 pm

Submit Questions to: Tara Lyle, Buyer Supervisor

2019 Washington Street, East

Charleston, WV 25305

Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)

Email: Tara.L.Lyle@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:
BUYER:
SOLICITATION NO.:
BID OPENING DATE:
BID OPENING TIME:
FAX NUMBER:

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression of Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

- Technical
 Cost

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: May 18, 2017 at 1:30 pm

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATES: Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

15. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1. **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2. **"Bid" or "Proposal"** means the vendors submitted response to this solicitation.
 - 2.3. **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
 - 2.4. **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.5. **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
 - 2.6. **"Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
 - 2.7. **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.8. **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.9. **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on
Upon award _____ and extends for a period of One (1) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to Four (4) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed Forty-Eight (48) months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days.

Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Other: See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of _____. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. Subsequent to contract award, and prior to the insurance expiration date, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies mandated herein, including but not limited to, policy cancelation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of this contract. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of:

One (1) Million Dollars per Occurrence Two (2) Million Dollars Aggregate per year to include Contractual Liability

Automobile Liability Insurance in at least an amount of: _____

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: _____

Commercial Crime and Third Party Fidelity Insurance in an amount of: _____

Cyber Liability Insurance in an amount of: _____

Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.

Malpractice Insurance or Errors and Omissions insurance of One (1) Million Dollars

Property Damage of One (1) Million Dollars

9. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

11. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of

for _____

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

14. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

15. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-6.1.e.

20. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

Revised 04/07/2017

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

31. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

32. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

33. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

34. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

35. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

36. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

37. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

38. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

39. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia: county, municipal, and other local government bodies; and school districts ("Other Government Entities"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

40. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

41. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

42. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

43. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

44. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq. and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Request for Quotation
 34 - Service - Prof

Proc Folder: 321108

Doc Description: Addendum No. 2- Professional Electronic Auction Services

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2017-05-17	2017-05-24 13:30:00	CRFQ 1300 STO1700000005	3

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Name, Address and Telephone Number:

FOR INFORMATION CONTACT THE BUYER

Tara Lyle
 (304) 558-2544
 tara.l.yle@wv.gov

Signature X

FEIN #

DATE

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION:

Addendum No. 2 - To provide responses to vendor questions and move the bid opening from 05/18/2017 to 05/24/2017. See attached pages.

Please Note: Online bidding has been prohibited for this solicitation, therefore, Vendors must provide a paper bid in accordance with Section 6 in the Instructions to Vendors Submitting Bids.

INVOICE TO	SHIP TO
WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE CHARLESTON WV25304 US	WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE CHARLESTON WV 25304 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Auction services	0.00000	LS		

Comm Code	Manufacturer	Specification	Model #
80141705			

Extended Description :
Auction services

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Technical question deadline by 4:00 pm	2017-05-10

STO1700000005	Document Phase Draft	Document Description Addendum No. 2- Professional Electronic Auction Services	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER: CRFQ STO1700000005

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ STO1700000005 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

1. To provide responses to vendor questions.
2. To move the bid opening from 05/18/2017 to 05/24/2017.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A
ADDENDUM NO. 2 – CRFQ STO1700000005

QUESTIONS:

Q1: Under Section 5.2 Pricing Page the solicitation instructs vendors to “type or electronically enter the information into the Pricing Page through wvOasis....”

Doesn't this contradict the instruction for paper responses only? Doesn't fax submission amount to electronic submission as opposed to paper responses?

In lieu of fax submittal, may proposers email pdf copies of their proposals to satisfy the hard copy requirement. Email is more reliable and less prone to transmission line errors.

A1: To delete the following sentence in Section 5.2 of the specifications –

Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document

Online bidding has been prohibited in wvOASIS. As stated in Section 6 of the Instructions to Vendors Submitting Bids, “[t]he Purchasing Division will not accept bids, modification of bids, or addendum acknowledgement forms via e-mail.”

Q2: The insurance requirement for Property Damage coverage of \$1,000,000 is out of line with what the actual property value in the possession of the contractor would be at any one time. The actual value of property base on the \$90,000 estimate for pricing purposes is considerably less than \$90,000.

Wouldn't coverage of \$100,000 be ample considering the estimated quantities? Proposers will just have to build the cost of excess insurance into their pricing model for which the State will ultimately end up paying.

A2: The Insurance requirement is amended to \$250,000.

Q3: 17. Additional Fees Does this clause mean that a buyer's premium cannot be charged to the buyer?

A3: No, but the State Treasurer's Office is not responsible for any buyer's premium.

Q4: 4.1.28 Does this clause mean that auctioneer can charge a buyer's premium, but STO has no responsibility for collecting or payment of such buyer's premium.

A4: Yes, that is correct.

Q5: Since our company sells escheated safety deposit box contents for a significant number of financial institutions, can your goods be sold within auctions of other financial institutions goods.

A5: No.

- Q6:** 33. Licensing Can your licensing requirements be met or fulfilled concurrently or after a contract is awarded?
- A6:** Vendors may bid without obtaining the licensing but all such requirements must be met prior to contract award.
- Q7:** If we have additional fees, may we add them to the pricing sheet, or will the bid be rejected if we do so?
- A7:** Please see Section 17 of the General Terms and Conditions. Vendor should not include additional fees.
- Q8:** This RFQ mostly fits our business model, but some processes are different. Can we submit detailed alternative solutions for consideration by the State?
- A8:** As stated in Section 4.1, Vendor must meet or exceed the mandatory requirements. Any exceptions, clarifications or modifications of a requirement or term and condition may result in bid disqualification in accordance with Section 11 of the General Terms and Conditions.
- Q9:** If we have exceptions or alternatives, what is the desired format for submitting those exceptions to the State for consideration?
- A9:** See Section 11- Exceptions and Clarifications – in the Instructions to Vendors Submitted Bids.
- Q10:** Please clarify the desired submission format for the RFQ.
- a.** Should the entire Solicitation Document be filled out and returned or only the sections requiring answers to be provided?
- A10:** Please refer to Section 1 of the Instructions to Vendors Submitting Bids portion of the CRFQ issued under Addendum No. 1 dated May 3, 2017.
- Q11:** Will our bid still be accepted if we only send a quote for non-firearms or are firearms auctions a non-negotiable requirement of the winning vendor?
- A11:** Vendor must meet all mandatories of the Solicitation including the sale of firearms. Vendor's bid must include a quote for the sale of firearms.

OTHER INFORMATION:

1. The bid opening has moved from 05/18/2017 to 05/24/2017. The bid opening time remains at 1:30 pm.
2. The current contract, STO12009, is attached for reference and informational purposes. See Exhibit A.

Exhibit A

Purchase Order



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

PURCHASE ORDER NO.
 ST012009

PAGE
 1

MARKET RELEASE
 00

CHANGE ORDER

B7
 CORRECT PURCHASE ORDER NUMBER
 MUST APPEAR ON ALL PACKAGES,
 INVOICES, AND SHIPPING PAPERS.
 OTHERWISE, CARRIER'S DELIVERY
 CREDENTIALS SHOULD BE DIRECTED
 TO THE BUREAU NOTED BELOW.

STATE TREASURER
 MAIN CAPITOL BUILDING
 SUITE E-145
 CHARLESTON, WV
 25305

12
 FILE LOCATION 23165

*328133840 817-740-9400
 LONE STAR AUCTIONEERS INC
 4629 MARK IV PKWY
 FORT WORTH TX 76105

STATE TREASURER
 MAIN CAPITOL BUILDING
 SUITE E-145
 CHARLESTON, WV
 25305 304-343-4000

DATE PURCHASED	TERMS OF SALE	FEDERATION	FUND		
06/13/2012	NET 30	751990950			
SHIP VIA	FOB	PACKING TERMS	ACCOUNT NUMBER		
BEST WAY	DESTINATION	PREPAID	MUL-MUL		
LINE	QUANTITY	UOP	VENDOR ITEM #3	UNIT PRICE	AMOUNT
	DELIVERY DATE	CAT NO.	ITEM NUMBER		
000	05/18/2012	LS	962-09	.00000	
AUCTIONEERING SERVICES					Purchasing Division's File Copy
<p>THE VENDOR LONE STAR AUCTIONEERS INC., AGREES TO ENTER WITH THE WEST VIRGINIA STATE TREASURER'S OFFICE, INTO AN OPEN-END CONTRACT FOR PROFESSIONAL ELECTRONIC /ONLINE SERVICES FOR THE SALE OF TANGIBLE UNCLAIMED PROPERTY OF THE WV STATE TREASURER'S OFFICE PER THE SPECIFICATIONS, TERMS & CONDITIONS, BID REQUIREMENTS, AND THE VENDOR'S BID DATED 05/17/2012 INCORPORATED HERIN BY REFERENCE AND MADE A PART HEREOF.</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON 06/15/2012 AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p>					
<p>ENTERED</p> <p>PURCHASING DIVISION CERTIFIED ENCUMBERED</p> <p>JUN 28 2012</p> <p><i>Beverly Tolson</i></p>					
<p>IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/></p> <p>APPROVED FOR ONE FISCAL YEAR</p> <p><i>Dawn Wafield</i></p> <p>APPROVED AS TO FORM BY ASSISTANT ATTORNEY GENERAL</p>				<p>OPEN END</p> <p>TOTAL</p>	

BY *FRANK WHITTAKER* 304-859-3310
 PURCHASING DIVISION AUTHORIZED SIGNATURE



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Purchase Order

PURCHASE ORDER NO.
STO12099

PAGE
2

BLANKET RELEASE
00

EXCEPT PURCHASE ORDER IS TENDERED MUST APPEAR ON ALL PACKAGES SERVICES AND SHIPPING EXPENSES INCLUDING COSTS OF THIS ORDER SHOULD BE DIRECTED TO THE BUYER AS NOTED BELOW

CHANGE ORDER

STATE TREASURER
 MAIN CAPITOL BUILDING
 SUITE E-145
 CHARLESTON, WV 25305

*328133840 817-740-9400
 LONE STAR AUCTIONEERS INC
 4629 MARE IV PKWY
 FORT WORTH TX 76106

STATE TREASURER
 MAIN CAPITOL BUILDING
 SUITE E-145
 CHARLESTON, WV 25305

304-343-4000

DATE PRINTED 06/13/2012		TERMS OF SALE NET 30		PURCHASE NO. 751990950		ACCOUNT NUMBER	
SHIP VIA BEST WAY		DESTINATION		PREPAID		MUL-MLI	
LINE	QUANTITY	UNIT	VENDOR ITEM NO	UNIT PRICE	AMOUNT		
	DELIVERY DATE	CATAL	ITEM NUMBER				
<p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT BY THE STATE OF WEST VIRGINIA, ITS AGENCIES, OR POLITICAL SUBDIVISIONS, THE TERMS, CONDITIONS, AND PRICING SET FORTH HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO FOUR (4) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANS</p>							
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL CHECK HERE <input type="checkbox"/>							TOTAL

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE



State of West Virginia
 Department of Administration
 Purchasing Division
 2010 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Purchase Order

PURCHASE ORDER NO.
STO12009

PAGE
3

BLANKET RELEASE
00

FOR BEST PURCHASE ORDER NUMBER
 MUST APPEAR ON ALL PROFORMA
 INVOICES. SEE INSTRUCTIONS PAGE
 OF PURCHASE ORDER FORM. THIS PUR-
 CHASE ORDER SHOULD BE DIRECTED
 TO THE BUYER AS NOTED BELOW.

CHANGE ORDER

STATE TREASURER
 MAIN CAPITOL BUILDING
 SUITE E-145
 CHARLESTON, WV 25305

*328133840 817-740-9400
 LONE STAR AUCTIONEERS INC
 4629 MARK IV PKWY
 FORT WORTH TX 76106

STATE TREASURER
 MAIN CAPITOL BUILDING
 SUITE E-145
 CHARLESTON, WV 25305
 304-343-4000

DATE PRINTED	TERMS OF SALE	VERSION	FORM		
06/13/2012	NET 30	251990950	304-343-4000		
SHIP VIA	FOB	FREIGHT TERMS	ACCOUNT NUMBER		
BEST WAY	DESTINATION	PREPAID	MUL-MUL		
LINE	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
	DELIVERY DATE	CAT NO	ITEM NUMBER		
<p>PORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 01/17/2012</p>					

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE

TOTAL

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE

GENERAL TERMS & CONDITIONS PURCHASE ORDER/CONTRACT

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
4. **COMPLIANCE:** Seller shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties' final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will:
(a) conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; (b) be merchantable and fit for the purpose intended; and/or (c) be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vro/hipaa.html and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
16. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
17. **ANTITRUST:** In accepting this purchase order or signing this contract with any agency for the State of West Virginia, the vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to vendor. Vendor certifies that this purchase order or contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law. Vendor further certifies that this purchase order or contract is in all respects fair and without collusion or fraud.

II. COST

Percentage of Sales

Price response should be based on a percentage of sales for providing the services and materials as described in Part 3 of the RFQ.

Bidders may use the estimate of total gross annual sales of \$90,000. This amount, along with those below, is only an estimate and shall not be construed as to being a promise or exact pending value of items to be sold; payment will be made on actual quantity and/or sell of items.

Award will be made by combining the total estimated sales of items A and B.

A. All items except Firearms:

27 %

B. Firearms:

27 %

Note: all fees not specifically provided for above, including any travel-related costs of Vendor, must be included in the above fee structure.


Marilyn K. Burgess, President/CEO

5/11/2012
Date

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Kathryn Coles, Director, Contracts & Client Success
(Name, Title)
Kathryn Coles, Director, Contracts & Client Success
(Printed Name and Title)
~5257 Buckeystown Pike, Suite 475, Frederick, MD 21703
(Address)
240-751-9119 / 240-230-0229
(Phone Number) / (Fax Number)
kathryncoles@propertyroom.com
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

PropertyRoom.com, Inc.
(Company)


(Authorized Signature) (Representative Name, Title)

Andrew J. Nash, President & CEO
(Printed Name and Title of Authorized Representative)

9 May 15, 2017
(Date)

240-575-1239 / 240-230-0229
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
CRFQ STO1700000005 -Professional Electronic Auction Services

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia State Treasurer's Office, Unclaimed Property Division ("STO") to establish a contract for Professional Electronic Auction Services for the sale of tangible unclaimed property reported to the STO by financial institutions; from safe deposit boxes; other safekeeping repositories; or law enforcement agencies. These services are intended to carry out the provisions of the West Virginia Uniform Unclaimed Property Act and the Unclaimed Stolen Property Held by Law-Enforcement Agencies (the "Act"); set forth in West Virginia Code § 36-8-1, et. seq., West Virginia Code § 36-8A-1, et. seq., and corresponding legislative rules, promulgated at 112 CSR 5. The STO is authorized by W.Va. Code section §12-3A-7 to sell items by electronic means; such sales are deemed to be a sale of property within the state of West Virginia.

1.1. Operational Information

The STO currently receives the contents of safe deposit boxes each year. Many of the contents are papers with no apparent market value, while other items have marginal to significant market value.

The STO inventories the items, separating the contents having market value from the papers with no apparent market value. The owner information along with the inventory for the respective safe deposit box is entered into the STO in-house computer system. An advertisement is placed with the name and last known address of the listed owner in a paper in the state. If the owner is not reunited with his/her safe deposit box, the contents become eligible for auction.

The STO also receives unclaimed property from state law enforcement agencies. Once reported by the law enforcement agencies, the STO processes the items similar to any tangible item received; separating firearms, from other tangible items of value and entering into the in-house computer system. Advertising is not required on law enforcement items, making them immediately eligible for auction.

Generally, items that are received fall into the category listings below. The listing is not intended to be all inclusive, but to present a sample of the types of items that would typically be available for sale at an auction.

- a. Jewelry: Bracelets, earrings, necklaces, pendants, and rings. Some of the jewelry is marked with the gold content while some of the items are costume jewelry.
- b. Coins: Collectible coins, coins with silver content, bullion coins, gold coins, foreign coins, commemorative coins, mint sets, proof sets. The conditions of these coins have a large variance.

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- c. **Currency:** Foreign currency, silver certificates, confederate money, large notes. The condition of the currency has a large variance.
- d. **Stamps:** Foreign stamps, postmarked stamps, un-postmarked stamps, sheets. The condition of these stamps has a large variance.
- e. **Watches:** Pocket watches, watch fobs, wrist watches, ladies watches. The condition of these watches has a large variance.
- f. **Other:** There are often other items such as tableware, collectable cards, jewelry boxes, books, and firearms that are offered for sale.

The majority of firearms and related property such as ammunition and cases are sold periodically onsite by the STO and additional Vendors as needed. This RFQ does not request services for these on-site auctions as such services, if needed, are bid out separately. However, on occasion it may be necessary for firearms to be placed on the online auction.

The STO anticipates approximately 300 lots to be sold per year, during the next year. Each auction should last a minimum of 14 days. During fiscal year 2016, the auctions included 270 lots, selling for a total of \$56,735.

Although an attempt has been made to provide accurate and up-to-date information, the State of West Virginia does not warrant or represent that the background information provided herein reflects all existing conditions related to this RFQ. Additional information regarding unclaimed property is available on the STO website, <http://www2.wvsto.com/>.

2. DEFINITIONS: The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

2.1 "Contract Services" means conducting electronic auctions on behalf of the STO for the sale of tangible unclaimed property reported to the STO by financial institutions from safe deposit boxes; other safekeeping repositories; or law enforcement agencies. The purpose of the auction is to sell, in accordance with state law, abandoned or unclaimed properties, which are stored by the STO, as more fully described in these specifications.

2.2 "Pricing Page" means the pages, contained wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Contract Services.

2.3 "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

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3. QUALIFICATIONS: Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

- 3.1. Vendor, or their agent, must have all authorizations, licenses, permits and certifications as may be required under federal, state or local law to perform the services specified under this contract, including a Federal Firearms license;
- 3.2. Vendor must have at least three (3) years' experience in conducting electronic auctions of a similar nature to those contemplated herein.
- 3.3. Vendor must be able to demonstrate/provide proof, via references, samples, reports, etc. that it has contracts, or has had contracts, in place to auction items of a similar nature to those contemplated herein. Please complete the *References & Site Requirements Submission* form, included as Exhibit B. All or none of these clients may be contacted by members of the evaluation committee to determine the ability of the Vendor and the level of satisfaction with the Vendor. The STO reserves the right to contact any person or entity it believes prudent and to inquire about the Vendor.

4. MANDATORY REQUIREMENTS:

4.1 Mandatory Contract Services Requirements and Deliverables: Contract Services must meet or exceed the mandatory requirements listed below. The Vendor must provide an affirmative statement in its response that it shall meet the following requirements and provide the Services described:

- 4.1.1 Vendor shall make available upon request a full range of live, live-webcast and 24/7 online, internet-only auctions.
- 4.1.2 Vendor must furnish all material, labor, equipment and supplies necessary to perform the services required herein, unless otherwise specified herein or agreed to in writing by the parties.
- 4.1.3 Vendor must accept responsibility and provide adequate security for all STO items in their possession.
- 4.1.4 Vendor must maintain sufficient procedures and capabilities to ensure the timely and accurate backup and full recovery for all computers and other data storage systems related to its performance of this contract.

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- 4.1.5** Vendor must determine which items appear to be of sufficient value to require further grading or appraising.
- 4.1.6** Vendor must obtain grading or appraising from a qualified appraiser for those items requiring grading or appraising. A qualified appraiser in an accredited member of a nationally recognized appraisal organization such as the American Society of Appraisers, as well as a Graduate Gemologist of the Gemological Institute of America (GIA) or a Fellow of the Gemological Association of Great Britain. Vendor must be able to provide the appraiser's credentials upon request.
- 4.1.7** Vendor shall create photographs and descriptive text and post the items for the online sale.
- 4.1.8** While the desire is to sell to the highest bidder, STO reserves the right to set minimum bid requirements and refuse bids deemed inadequate.
- 4.1.9** Vendor shall initiate and execute an online auction website which supports this auction endeavor and supports all aspects of the auction process to include descriptions and photographs of the auction items, payment methods approved by the Treasurer, and maintaining an auction page/store to post items for sale, shipping policies, and other buyers' fees. The name of the account shall be approved by the STO prior to final adoptions. Items may be added to this listing at the sole discretion of the STO.
- 4.1.10** Vendor shall maintain a listing of potential bidders whom Vendor will notify of auctions.
- 4.1.11** Vendor shall insure and ship the items to the successful bidder unless otherwise specified by the STO. STO shall not be responsible for paying for shipping to bidders. Any fees imposed on the buyer must be reasonable. Vendor is responsible for complying with all state and federal laws governing the shipping/transfer of firearms.

REQUEST FOR QUOTATION
CRFQ STO170000005 -Professional Electronic Auction Services

- 4.1.12** In accordance with *W. Va. Code* § 36-8A-5(d), Vendor must sell firearms to persons licensed as firearms collectors, dealers, importers or manufacturers under the provisions of 18 U. S. C. §§921 et seq. and authorized to receive firearms under the terms of their license.
- 4.1.13** Vendor shall have the capability of an adequate system to manage inventory from the STO.
- 4.1.14** Vendor shall be required to review all E-commerce online company policies, procedures, licensing agreements and user agreements to advise the STO on any potential adverse issues with selling its items in this online environment. In the event that Vendor determines that an item is ineligible for sale online, Vendor shall notify the STO and suggest options and alternatives specific to the ineligibility of the tangible item(s).
- 4.1.15** Vendor shall provide the STO with up to 26 auctions per year, with the specific number to be agreed upon between the parties. Timing and duration of the auctions shall be agreed upon between the STO and the Vendor.
- 4.1.16** Upon successful completion of the monthly/weekly online sales, Vendor shall provide an electronic file to the STO listing the gross and net sale prices, detailed charges for each property item, and any property coding required by the STO to match proceeds back to original owner records. Said file must be in a format compatible and usable by the Treasurer's computer systems and operations.
- 4.1.17** Vendor shall provide the following reports:
- 4.1.17.1** Auction Status Report -- a complete detailed accounting of total sales, sales tax, buyer's premium, expenses, total due from buyers, total paid by buyers, total commissions earned, net due to state, etc.

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4.1.17.2 Consignor Financial Statement -- a lot by lot summary of each individual consignor of buyer, company, address, telephone, winning bid price, tax, and total amount due by lot number.

4.1.17.3 Consignor Summary Report -- a line item report by Consignor # (Property ID #) with total sales by consignor, commissions by consignor, other fees or expenses and total amount due for the auction.

4.1.17.4 Lot Sales Report -- a report in lot number order with a description, the buyer and the winning bid for each lot.

4.1.17.5 Unsold Lot Report -- a list of lots that were not sold and/or collected in the auction.

4.1.17.6 Active Buyers Report -- a list of buyers in buyer number order with their name, address, telephone and fax numbers, user name and total purchased.

4.1.17.7 Buyer Payment Report -- same information as Active Buyers Report but with actual payment received and payment type.

4.1.17.8 Auction Results Spreadsheet -- this report provides worksheets sorted by lot number and by SD Box Number (or other identifying number designed by the STO). The column heading and data may be customized to the STO's needs. Column heading from a typical Auction Results Spreadsheet include, but are not limited to the following:

REQUEST FOR QUOTATION
CRFQ STO1709000005 -Professional Electronic Auction Services

Box Number
SD Box Number
Property ID
Lot Number
Price
Price Paid For Lot
Sale Proceeds, Per Item
Percentage of Start Price
Commission
Net To Consignor
Description
Notes

- 4.1.18** Vendor shall remove settled items from the online auction on the day the auction ends.
- 4.1.19** Using a Microsoft Excel spreadsheet template provided by the WVSTO, Vendor shall enter appraisal values, graded values, and auction proceeds for each item/lot. Vendor shall provide the completed spreadsheet to the WVSTO. See sample attached and identified as Exhibit C.
- 4.1.20** Vendor must agree that its employees and their family members are prohibited from bidding in the auction process.
- 4.1.21** Vendor shall collect and remit applicable sales taxes due to the WV Department of Revenue in accordance with their policies and procedures, unless the purchaser is tax-exempt. In order for an individual or company not to be charged State sales tax, evidence of tax-exemption must be on file.
- 4.1.22** Vendor shall have in place a computerized auction program capable of:
- 4.1.22.1** Listing all items to be auctioned (identifying items by lot number and safekeeping ID number);
 - 4.1.22.2** Identifying sale item, amount and purchaser;

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4.1.22.3 Printing a receipt for the purchaser with the details of sale, as provided more specifically below;

4.1.22.4 Importing and exporting a spreadsheet in Microsoft Excel format with appraised values and graded values and another with auction proceeds of items, based upon an Excel template to be provided by the STO; and

4.1.22.5 Sending e-mails to registered users notifying them of auctions.

4.1.23 Vendor must provide each buyer or purchaser with a receipt that includes: the date of the sale; a description of the item or lot; the price paid for the item or lot purchased; and the name, license number and permanent address of the Vendor. The Vendor shall retain a copy of issued receipts for his or her records for a minimum of twelve (12) months.

4.1.24 Retain all records pertaining to the sale of firearms in accordance with state and federal law. Vendor shall have the ability to make all records pertaining to firearms available upon request pursuant to state and federal law.

4.1.25 Accept responsibility for all money generated from the sale. Vendor shall remit the total amount of the sales (except amounts paid for buyers premiums, shipping, handling, insurance, and sales tax) to the STO by ACH or by certified check within twenty banking days from the date of auction along with a detailed list of auction items, containing lot numbers, safekeeping identification numbers, a brief description of the items, buyer's numbers and auction prices for each item sold.

At the same time, Vendor shall submit an invoice for its fees, as outlined on the Pricing Page, to the STO for payment

4.1.26 The STO will, at its expense, insure and ship the unclaimed assets to Vendor via an agreed-upon mail service. STO personnel will prepare an accurate shipping manifest for the contents of each box of assets and will enclose the manifest in that box.

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- 4.1.27 Vendor shall, at its expense, insure and ship the unclaimed assets to STO in the event of the expiration of this Agreement, its resignation or termination pursuant to the terms of this Agreement.
- 4.1.28 STO has no responsibility for payment of either Appraisal Fees or for any part of a Bidder's premium or a Buyer's premium.
- 4.1.29 Finality of sale: All property shall be sold "as is" and "where is." The STO does not make a warranty of any kind implied or express, as to the condition of the articles offered for sale. All sales are final. All advertising materials shall include this disclaimer. All transactions are strictly between bidder and Vendor and shall not involve the STO.
- 4.1.30 The Vendor must preserve the integrity of STO security and confidentiality. If the Vendor is engaged in handling confidential information, it shall exercise appropriate security precautions. The Vendor shall maintain as confidential all information concerning a Holder's property. Pursuant to W.Va. Code §36-8-25, unclaimed property records are confidential and not subject to the West Virginia Freedom of Information Act, W.Va. Code §29B-1-1 et seq. See Attachment 3, *WVSTO Confidentiality and Non-Disclosure* form. This form will be required to be completed prior to contract award.

5. CONTRACT AWARD:

- 5.1 **Contract Award:** The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
- 5.2 **Pricing Page:** Vendor should complete the Pricing Page by providing a percentage of sales and then multiplying by the estimated number of annual sales to get an total cost per line item. The vendor should add the total for Item A and B to get the overall total cost. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified. Online bidding has been prohibited for this solicitation, therefore, Vendors must provide a paper bid in accordance with Section 6 in the Instructions to Vendors Submitting Bids hereto attached. If submitting the bid by facsimile, the number is 304-558-3970.

REQUEST FOR QUOTATION
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Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document

6. **PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.
7. **PAYMENT:** Agency shall pay a percentage of sales, as shown on the Pricing Page, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
8. **TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.
9. **FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
 - 9.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
 - 9.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
 - 9.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
 - 9.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
 - 9.5. Vendor shall inform all staff of Agency's security protocol and procedures.
10. **VENDOR DEFAULT:**
 - 10.1. The following shall be considered a vendor default under this Contract.
 - 10.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.

REQUEST FOR QUOTATION
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10.1.2. Failure to comply with other specifications and requirements contained herein.

10.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

10.1.4. Failure to remedy deficient performance upon request.

10.2. The following remedies shall be available to Agency upon default.

10.2.1. Immediate cancellation of the Contract.

10.2.2. Immediate cancellation of one or more release orders issued under this Contract.

10.2.3. Any other remedies available in law or equity.

11. MISCELLANEOUS:

11.1. Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Kathryn Coles
Telephone Number: 240-751-9119
Fax Number: 240-230-0229
Email Address: kathryncoles@propertyroom.com

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EXHIBIT A
Pricing Page

Vendor Name: PropertyRoom.com, Inc.

Vendor shall complete this Pricing Page and submit it with its bid.

Percentage of Sales

Price response should be based on a percentage of sales for providing the services and materials as described in Section 4 of the RFQ.

Bidders may use the estimate of total gross annual sales of \$90,000. This amount, along with those below, is only an estimate and shall not be construed as to being a promise or exact pending value of items to be sold; payment will be made on actual quantity and/or sell of items.

Award will be made by combining the total estimated sales of items A and B.

A. All items except Firearms:

50 % x \$80,000 estimate of annual gross sales = \$ 40,000.00

B. Firearms:

50 % x \$10,000 estimate of annual gross sales = \$ 5,000.00

C. OVERALL TOTAL COST OF ITEMS A and B: \$ 45,000.00

Note: all fees not specifically provided for above, including any travel-related costs of Vendor, must be included in the above fee structure.

Vendor hereby covenants, agrees and acknowledges that Vendor will provide the Services specified in the RFQ and contained in its Bid Response for the amount(s) proposed on this Cost Form and that the person signing this Cost Form has authority to bind the Vendor.

Andrew J. Nash
Printed Name


Authorized Signature

REQUEST FOR QUOTATION
CRFQ STO170000005 -Professional Electronic Auction Services

Exhibit B

**REFERENCES & SITE REQUIREMENTS
EXHIBIT B
RFQ#**

List three (3) references for which you have provided similar auction services within the past twelve (12) months.

1. Client Name: City of Chicago, IL Police Department
Contact: Lt. Liz Glatz Title: Property Clerk
Address: 1011 South Harmon Avenue
City: Chicago State: IL ZIP: 60624
Phone: 312-746-6762 Auction Conducted: October 2011 - present
Auction Location: On-going surplus property online auctions
Total Sales: \$2,742,023.00

2. Client Name: Las Vegas Metro, NV Police Department / Clark County Treasurer's Office
Contact: Melisse Huffmaster Title: Director
Address: 3201 Technology Court
City: Las Vegas State: NV ZIP: 89110
Phone: 702-828-3488 Auction Conducted: March 2008 - present
Auction Location: On-going surplus property auctions for the Clark County Treasurer's Office
and Las Vegas Metro PD's property and evidence rooms
Total Sales: \$1,876,310.00

3. Client Name: Houston, TX Police Department
Contact: Sgt. Michael Lundholm Title: P&E Supervisor
Address: 1202 Washington Avenue
City: Houston State: TX ZIP: 77002
Phone: 832-394-4008 Auction Conducted: February 2007 - present
Auction Location: On-going surplus property auction for the Houston Police Department.
Total Sales: \$979,022

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Exhibit B (cont.)
REFERENCES & SITE REQUIREMENTS
EXHIBIT B
RFQ#

Samples

Please provide a sample Web page with comparable items listed for sale.

I. SPECIAL REQUIREMENTS FOR SITE

Attach an explanation of any special site requirements.

Please see attached pages for a sample of our webpage and a description of our services and offerings.

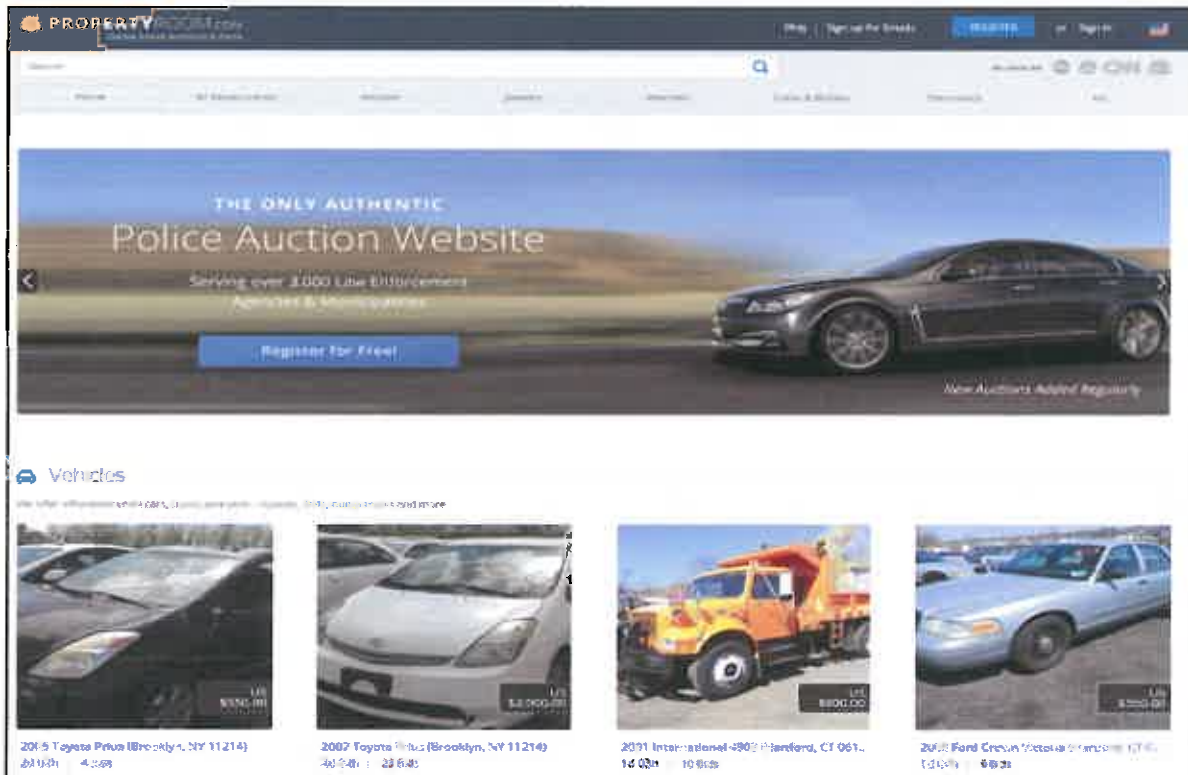
Exhibit B (cont.) – Reference & Site Requirements

Sample: Please provide a sample Web page with comparable items listed for sale.

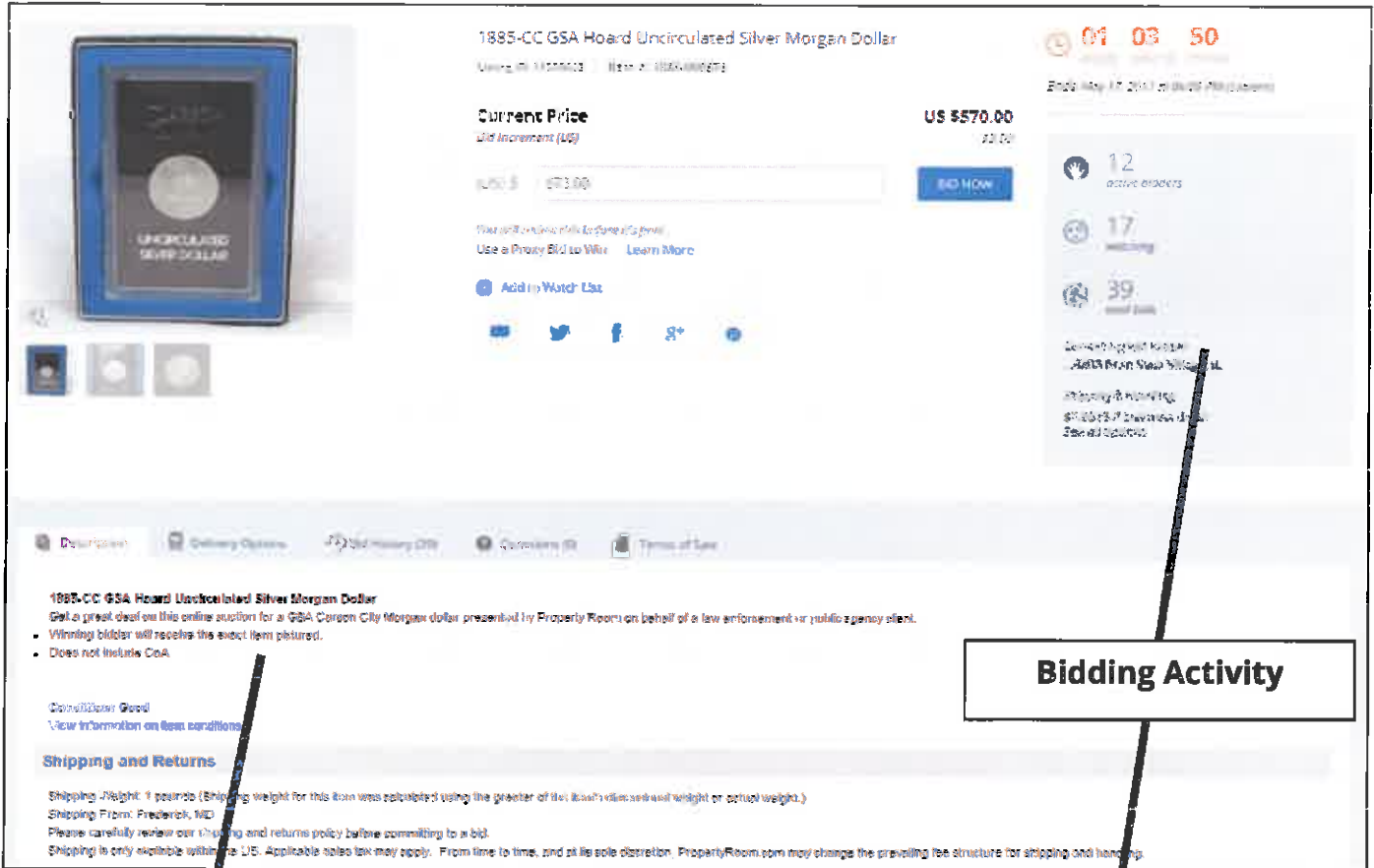
We maintain our own website for auctioning off client agency property. We also have our website on a mobile application to allow for easy access to our auction listings and increase bidder participation. We have a total of 1.7 million registered users and average hundreds of new registered users daily.

PropertyRoom.com implements a methodical, disciplined and consistent marketing approach to create awareness and drive consumers to surplus property and equipment in our online auctions. Utilizing channels such as email, pay per click advertising, social and blog postings, and display advertisements to name a few, the Marketing Group at PropertyRoom.com communicates to customers nationwide on a daily basis making them aware of items from client agencies up for auction on the site. We regularly employ the marketing tactic of tie-in links with other sites, including but not limited to other auction sites. We identify sites with relevant visitors to drive bidding traffic to listings. With a house list of 1.7 million registered bidders supplemented by a nationwide audience, our communication strategy drives traffic to our site and client assets. Our Marketing Group creates and pushes out relevant content to bidders 24/7/365.

Please see below and on the following pages for examples of our website homepage, site pages for property and our mobile site.



Several photos are taken to accurately depict the property – depending on the type of property.



1885-CC GSA Hoard Uncirculated Silver Morgan Dollar
Using ID: 18850003 | Item #: 1885000271

Current Price **US \$570.00**
Bid Increment (US) \$2.00

US\$ 573.00 **BID NOW**

Ends May 17, 2017 at 01:03:50 (Eastern)

12 active bidders
17 watching
39 total bids

Current highest bidder: ...AZ05 from Sault Village, IL
Shipping & handling: \$7.93 (3-7 business days) See all options

1885-CC GSA Hoard Uncirculated Silver Morgan Dollar
Get a great deal on this online auction for a GSA Carson City Morgan dollar presented by PropertyRoom on behalf of a law enforcement or justice agency client.

- Winning bidder will receive the exact item pictured.
- Does not include CoA.

Condition: Good
View information on item conditions

Shipping and Returns

Shipping Weight: 1 pounds (Shipping weight for this item was calculated using the greater of the item's dimensions and weight or actual weight.)
Shipping From: Frederick, MD
Please carefully review our shipping and returns policy before committing to a bid.
Shipping is only available within the US. Applicable sales tax may apply. From time to time, and at its sole discretion, PropertyRoom.com may change the prevailing fee structure for shipping and handling.

Item information

1885-CC GSA Hoard Uncirculated Silver Morgan Dollar
Get a great deal on this online auction for a GSA Carson City Morgan dollar presented by PropertyRoom on behalf of a law enforcement or justice agency client.

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\$7.93 (3-7 business days)
See all options

Description of Services

Summary

With 18+ years' experience in online auctions and more than 1.7 million registered bidders, the latest online auction technology, and a management team with government, municipality, law enforcement, ecommerce and live & online auction experience, PropertyRoom.com is already the choice of more than 3,000 government agencies nationwide.

Clearing out seized, found, unclaimed, stolen, recovered and retired property and evidence will no longer be a challenge for our clients. PropertyRoom.com takes the entire process off of our client's plate with our online auction service. We keep assets moving and provide a comprehensive audit trail. We pick-up, process, and provide customer service and fulfillment, while the Client can reduce storage requirements, accelerate property release, free up time for more mission critical work, and receive more proceeds for each department. With more than 1.7 million registered bidders, the latest online auction technology, and a management team with law enforcement experience, PropertyRoom.com is already the choice of more than 3,000 government agencies nationwide.

With our solution we make it remarkably easy to manage, sell, and buy surplus assets. We provide one reliable source, turn-key service and a detailed audit trail.

PropertyRoom.com solutions provide several benefits to clients:

- **Convenience** – We help you clear out abandoned, seized, forfeited, impounded and fleet assets with our online auction services.
- **Security** – We employ our proprietary tracking methods to secure client asset information.
- **Auction Participation** – Our national online auctions draw more bidders 24/7/365 than live or online, local auctions.
- **Higher Proceeds** – Our clients can realize higher net proceeds as compared to their traditional local, live webcast auctions.
- **Lower Costs** – With a full service offering, we free-up municipal workers to do their core jobs. Our system also reduces storage and handling costs.
- **Transparent Reporting** – Gives you 24/7/365 status on your assets.

Proposed Service

Our Property & Evidence Disposition Services (Portables Service) is a streamlined process of auctioning surplus property online while maximizing sales. It requires very little effort from the Client as we will handle all the auctions of abandoned, seized, and recovered property on our website www.PropertyRoom.com. We work with client agencies to decide the necessary pickup frequency and then schedule at the client's desired location. At the time of pickup, property is bulked together and loaded onto our truck before being dropped off at the closest

PropertyRoom.com warehouse. Client agencies can track all assets and payments listed under their agency through our online client tracking system, Agency Web.

We photograph and list the assets on the website for our client agencies. At PropertyRoom.com we take care of the auctioning process for you, so all you have to do is cash the check. We monitor bidder patterns versus listings available for auction to enhance the supply and demand balance. Our system tracks website traffic and knows when to put the right assets to auction. We work the market for you so you can get the most out of each sellable item in your inventory.

After our Client Success department schedules a pickup with the Client, the assets go through the follow process.

Property Pick-up & Evaluation

- Regularly scheduled pick-ups by our fleet of trucks
- We supply manifest forms and customized, account specific bar code labels
- Photographing, cleaning, sorting, and assessing the condition of assets
- Reasonable repairs of high value assets to maximize return
- Research and evaluation of assets to enhance their salability
- Appraisals or certification when we feel that would increase bidding interest
- Live bidder customer support for your agency during business hours

Online Auction

- Offer your property to our more than 1.7 million registered bidders
- Conduct online auction using our proprietary technology
- Process payments from successful bidders either by credit card, PayPal, or wire transfer
- Ship assets to purchasers
- 24/7/365 email support to customers
- Consistent marketing support to increase visibility and end value

Post Auction Accountability

- Remit payments to you each month
- Detailed audit trail for all property provided to us
- Online reports available to you 24/7/365 for your internal reporting and accountability requirements
- Additional Added Service: Return of lost or stolen assets when citizens prove any asset on our site is rightfully theirs

Benefits

- Disciplined purges of your property and evidence rooms

- Freed up time for more mission critical work
- Higher returns on property sales from attracting more and better bidders
- Detailed audit reports to maintain tight accountability on the assets you are responsible for protecting

Exceptions to Bid Conditions and Specifications

1. Section 1.1 Operational Information under “Specifications”

- a. “The STO anticipates approximately 300 lots to be sold per year, during the next year. Each auction should last a minimum of 14 days. During fiscal year 2016, the auctions included 270 lots, selling for a total of \$56,735.”

PropertyRoom.com has a standard system and process for launching auctions onto the website. Auctions on our website typically run for 3 – 5 days depending on the type of asset. The longer an item runs online the less interested bidders become and often forget to continue to bid on the item. We recommend our standard process of running auctions in the 3-5 day range and not 14 days.

2. Section 4.4.14 – “Vendor shall be required to review all E-commerce online company policies, procedures, licensing agreements and user agreements to advise the STO on any potential adverse issues with selling its items in this online environment.”

PropertyRoom.com has a list of items that are prohibited from being auctioned on our website as well as items that may be auctioned using a different method. Once items have been cleared for auction by STO and are acceptable on our website for auction, PropertyRoom.com is not responsible for any item that may or may not be eligible for sale online.

3. Section 4.1.17 – “Vendor shall provide the following reports...”

Please see below for the list of reports PropertyRoom.com will provides via online reporting tool, AgencyWeb which is available 24/7/365 to all clients:

Reporting Options

- The property sold during the prior month, all relevant amounts for winning bid, sales tax, credit card costs, and agency share of proceeds
- The property consigned for sale during the month
- The total amount of proceeds collected during the month
- The property, if any, inventoried at the end of the month
- Any and all relevant make, model, or other identification provided on the auction manifest

- The State's net proceeds and PropertyRoom.com's net proceeds during the preceding month
- Cumulative year-to-date totals for sales proceeds, the State's proceeds and PropertyRoom.com's proceeds
- All required State reference numbers and identifying information to permit reconciliation, including manifest date, page and line number, case ID, and State auction reference number.
- Custom reporting options are available for client agencies needing more detailed and broken down information for the previous month.

Features:

The following details some of the features of Agency Web.

Pre-Auction Tracking

The State can track current status and ultimate disposition of each item by bar-code number on Agency Web.

Auction Tracking

The State will be able to track every asset live on the auction site once an assignment has been made.

Post-Auction Tracking & Reporting

Agency Web also serves as a means of accessing financial information for client agencies. After month-end reconciliation, the system offers the most recent account information, including check amount and supporting detail. Further, Agency Web delivers historical data, allowing reporting of account information, such as monthly payments prior to the most recently concluded month. We provide continuous training on the use of Agency Web to contracted agencies.

4. Section 4.1.19 – Using a Microsoft Excel spreadsheet template provided by the WVSTO, Vendor shall enter appraisal values, graded values, and auction proceeds for each item/lot. Vendor shall provide the completed spreadsheet to the WVSTO. See sample attached and identified as Exhibit C.

PropertyRoom.com may provide appraisals on high value items, but this will not be completed on all items received from STO.

5. Section 4.1.25 – “Vendor shall remit the total amount of the sales (except amounts paid for buyers premium s, shipping, handling, insurance, and sales tax) to the STO by ACH or by certified check within twenty banking days form the date of the auction...”

PropertyRoom.com launches hundreds of auctions a day and auctions are available to bidders 24/7/365. In the course of our regular process, we will auction items throughout the month for STO, so auctions will close throughout the month on a regular basis.

PropertyRoom.com has a standard process for remitting net proceeds to all our agency clients. Once a month, PropertyRoom.com reconciles all auction assets closed and paid for the previous calendar month and prepares payment to client agencies for net proceeds less any applicable fees and PropertyRoom.com's commission percentage of the winning bid. We mail checks to each of our client agencies based on the reconciliation for the previous calendar month results. This occurs on or around the middle of the following month once all returns and chargebacks have been reconciled in our Accounting Department and reports have been finalized. Once reports are finalized, STO will be able to access and view reports in our online reporting system.

PropertyRoom.com, Inc. Federal Firearms License

U.S. Department of Justice Bureau of Alcohol, Tobacco, Firearms and Explosives		Federal Firearms License (18 U.S.C. Chapter 44)	
In accordance with the provisions of Title I, Gun Control Act of 1968, and the regulations issued thereunder (27 CFR Part 478), you are licensed to engage in the business specified in this license, within the limitations of Chapter 44, Title 18, United States Code, and the regulations issued thereunder, until the expiration date shown. THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 478.51. See "WARNINGS" and "NOTICES" on reverse.			
Direct ATF Correspondence to: ATF - Chief, FFLC 244 Needy Road Martinsburg, WV 25405-9431	License Number: 8-52-021-01-7F-08275		
Chief, Federal Firearms Licensing Center (FFLC) <i>Tracy Robertson</i>	Expiration Date: June 1, 2017		
Name: PROPERTYROOM.COM INC			
Mailing Address (Changes? Notify the FFLC at least 30 days before the change.) 4650 WEDGEWOOD BLVD STE 102 FREDERICK, MD 21703-			
Type of License: 01-DEALER IN FIREARMS OTHER THAN DESTRUCTIVE DEVICES			
Purchasing Certification Statement The licensee named above shall use a copy of this license to assist a transferee of firearms to verify the identity and the licensed status of the licensee as provided by 27 CFR Part 478. The signature on each copy must be an original signature. A typed, scanned or e-mailed copy of the license with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Firearms Licensee (FFL) or a responsible person of the FFL. I certify that this is a true copy of a license issued to the licensee named above to engage in the business specified above under "Type of License."		Mailing Address (Changes? Notify the FFLC of any changes.) PROPERTYROOM.COM INC 5257 BUCKEYSTOWN PIKE STE 475 FREDERICK, MD 21704-	
Licensee/Responsible Person Signature: <i>Donald E. Nemer</i> Donald E. Nemer Printed Name	Position/Title: <i>SVP of Sales</i> June 2, 2014 Date	ATF Form 9 (5/2011) Revised October 2011	
Federal Firearms License (FFL) Customer Service Information Federal Firearms Licensing Center (FFLC) 244 Needy Road Martinsburg, WV 25405-9431 Toll-free Telephone Number: (866) 662-2750 Toll-free TDD Number: (866) 257-2749 Email: ATF.CCS@doj.gov ATF Homepage: www.atf.gov FFL eZ Check: www.atf.gov/ffl/ezcheck			
Change of Address (27 CFR 478.52). Licensees may during the term of their current license remove their business or activity to a new location at which they intend regularly to carry on such business or activity by filing an application for an Amended Federal Firearms License, ATF Form 5300.39, in duplicate, not less than 30 days prior to such removal with the Chief, Federal Firearms Licensing Center. The application must be executed under the penalties of perjury and penalties imposed by 18 U.S.C. 924. The application shall be accompanied by the licensee's original license. The license will be valid for the remainder of the term of the original license. (The Chief, FFLC, shall, if the applicant is not qualified, refer the application for amended license to the Director of Industry Operations for denial in accordance with § 478.71.)			
Right of Succession (27 CFR 478.53). (a) Certain persons other than the licensee may assume the right to carry on the same business or succession business in the same address shown on, and for the remainder of the term of, a current license. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a licensee who is deceased; (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided for in this section, the person or persons assuming the business shall furnish the license for that business for endorsement of such succession to the Chief, FFLC, within 30 days from the date on which the successor begins to carry on the business.			
(Continued on reverse side)			
Call Here: Federal Firearms License (FFL) Information Card License Name: PROPERTYROOM.COM INC Business Name: License Number: 8-52-021-01-7F-08275 License Type: 01-DEALER IN FIREARMS OTHER THAN DESTRUCTIVE DEVICES Expiration: June 1, 2017 Please Note: Not Valid for the Sale or Other Disposition of Firearms.		FFL Newsletter - Electronic Version Available Sign-Up Today! FFLs interested in receiving the electronic version of the FFL Newsletter, along with occasional additional information, should submit name, FFL number, and e-mail address to: FFLNewsletter@atf.gov . The electronic FFL Newsletter will enable ATF to communicate information to licensees on a periodic basis.	

REQUEST FOR QUOTATION
CRFQ STO17/00000005 - Professional Electronic Auction Services

Exhibit C

Sample Appraisal Spreadsheet

(auctioneer will provide Appraisal Value and Appraiser Description)

BOX #	APPRAISAL_ID	PROPERTY_ID	SAFEKEEP_ID	DESCRIPTION	CODE	APPRAISAL_VALUE	COUNT	APPRAISER_DESCRIPTION
12	22	995431	27121	(4) Roosevelt Type Dime Silver	Coins	0	4	
12	22	995431	27122	(4) Roosevelt Type Dime Silver	Coins	0	4	
12	22	995431	27123	(5) coins in plastic case consistir	Coins	0	1	
12	22	995431	27124	1982 George Washington Comm	Commer	0	1	
12	22	995431	27125	1787-1987 US Constitution Bicer	Commer	0	1	
12	22	993997	27291	one pocket knife with black har	Misc lte	0	2	
12	22	1004799	27305	1934 A Series Jackson Type Two	Currency	0	1	
12	22	1004799	27306	1963 B Series Jefferson Type Tw	Currency	0	1	
12	22	1004799	27313	1935 D Series Washington Type	Currency	0	1	
12	22	1004799	27314	(2) Peace Type Silver Dollar con	Coins	0	2	

Sample Proceeds Spreadsheet

(auctioneer will provide lot number and proceeds)

AUCTION_ID	LOT_ID	AUCTION_LOT_NO	PROCEEDS
24	1059		
24	1090		
24	1060		
24	1088		
24	1061		
24	1076		
24	1077		
24	1078		
24	1079		
24	1080		
24	1081		
24	1082		

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: PropertyRoom.com, Inc.

Authorized Signature: _____

Date: 5/15/2017

State of Maryland

County of Frederick, to-wit:

Taken, subscribed, and sworn to before me this 15th day of May, 2017.

My Commission expires June 29, 2020, 20 .

AFFIX SEAL HERE



NOTARY PUBLIC

Kathryn Marie Reyes

Purchasing Affidavit (Revised 08/01/2015)

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application is hereby made for Preference in accordance with **West Virginia Code, §5A-3-37**. (Does not apply to construction contracts). **West Virginia Code, §5A-3-37**, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

1. **Application is made for 2.5% vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or,**
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification;
 Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; **or,**
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or,**
2. **Application is made for 2.5% vendor preference for the reason checked:**
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or,**
3. **Application is made for 2.5% vendor preference for the reason checked:**
 Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; **or,**
4. **Application is made for 5% vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or,**
5. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or,**
6. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) rescind the contract or purchase order; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: _____ Signed: _____
Date: _____ Title: _____

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.