SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia State Treasurer's Office (WV STO) is soliciting bids to establish a contract to provide Auctioneering Services for periodic auctions for the sale of firearms that have been collected through the Unclaimed Property program, per W.Va. Code 36-8A-5.

   The sale of firearms from the Agency's auctions are strictly limited to those who have been approved by the U.S. Department of Justice - Bureau of Alcohol, Tobacco and Firearms as a Federal Firearms Dealer or Licensee. The vast majority of firearms are collected from various law enforcement agencies within the State of West Virginia and are verified through the Federal Bureau of Investigation (FBI) National Crime Information Center (NCIC). The selected Auctioneer will not be required to vet the buyer or the firearms; this is done by the Agency (WV STO).

   Auctions will be conducted primarily on-site at the agency's central warehouse facility located at 7300 MacCorkle Ave SE, Charleston, WV. The Agency reserves the right to conduct auctions at other locations that may be within 1-2 hours of its Charleston office location.

   1.1 Vendor Questions: Vendor questions are due by Sept. 6, 2017 by 3:00pm, EST. Questions may be emailed to purchasing@wvsto.com or by fax at 304-340-1518.

   1.2 Bids are due by Sept. 15, 2017 by 2:30pm, EST. Please review the "Instructions to Bidders" document before submitting a bid response.

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 each item as listed in the Commodity Code section of the agency's request for quotation (RFQ) as more fully described in these specifications.

   2.2 "Pricing Page" means the page(s), or area contained wvOASIS or attached hereto as Exhibit A, upon which the Vendor should list its proposed price for the Contract Services. For submission/entry in wvOASIS, the Commodity Code section is where pricing shall be entered for each category/item listed.

   2.3 "Solicitation" means the official notice of an opportunity to supply the State Treasurer's Office with goods or services that is published by the Agency via wvOasis and/or other notification methods.

   2.4 "Auctioneer" means a person who sells goods or real estate at public auction for another on commission or for other compensation.

   2.5 "Lot" means an item or a set of items for sale in the auction; lots will be denoted by a "lot" number.

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. Provide proof of auctioneer licensing from the WV Department of Agriculture, per W.Va. Code §19-2C-1 et seq.

3.2. Comply with the Uniform Commercial Code, per W.Va. Code §46-2-328

3.3. Have a good working knowledge of firearms and their values. Vendor should provide proof of this with their bid response. The WV STO reserves the right to seek additional clarity and information to determine the experience level.

3.3.1 Provide up to 3 references of previous firearms auctions conducted upon Agency request. References are encouraged to be provided with the bid response, however, they must be provided within 2 calendar days of agency request.

3.3.2 Preference will be given to Auctioneers who also maintain a FFL certification as issued by the U.S. Department of Justice - Bureau of Alcohol, Tobacco and Firearms

4. MANDATORY REQUIREMENTS:

4.1 Mandatory Contract Services Requirements and Deliverables: Contract Services must meet or exceed the mandatory requirements listed below.

4.1.1 Ability to average auctioning one (1) firearm per minute throughout an 8-hour event schedule.

4.1.1.1 Agency will conduct up to two (2) firearms auctions per calendar year. It's anticipated that auctions will be held on-site, however, it may be necessary to conduct one (1) off-site as well.

4.1.2 Arrive at the designated auction site during the firearm preview that begins at 8 a.m.

4.1.2.1 Commence auction that shall begin at 9:30 a.m. for up to 8-hours. Event shall allow for a one-half hour lunch period and two 15-minute breaks within the 8-hour event schedule.

4.1.3 Ability to coordinate winning bidder information to the designated WV STO in the auction setting. This will require a review of the agency's methodology of its firearms auction procedures.

4.1.4 As the auctions are fast paced with high volume action, services must be completed at the end of the event in an efficient and timely manner so that purchasers/dealers can check out and leave with purchased firearms.

4.1.5 Payment will be based on an allotment of time/event, not by a buyer's premium or percentage.

5. CONTRACT AWARD:

5.1 Contract Award: The Contract is intended to provide the Treasurer's Office with a purchase price for the Contract Services on an annual basis. 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, or if entered in wvOasis, the combined total of all Commodity Lines.

5.2 Pricing Page: Vendor should complete the Pricing Page (Exhibit A) by inserting the cost of each auction event with a flat rate / lump sum total inclusive of all related fees. Price shall be provided for auctions that will be held at the Agency's location and for those that may be conducted off-site. 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.

Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the designated agency buyer at the following address: Shelly Murray at purchasing@wvsto.com .

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 for all goods and services as a one-time lump sum payment at the completion of the project, including required testing/acceptance, as shown on the Pricing Pages, 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 lump sum 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. Upon contract award, personnel designated to perform services must provide Agency a copy of each individual's State issued ID/Driver's License prior to beginning work.

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.

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: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

EXHIBIT A
PRICING PAGE
Solicitation# ARFQ STO1800000002

ITEM 1

4.1 On-site Auctioneering Services (Charleston, WV). Fee shall be inclusive of all expenses; no separate travel related fees will be paid to vendor.

$_____ **per event x 2 events per calendar year** =$_____ **per year**

ITEM 2

4.1 Off-site Auctioneering Services (Location TBD). Fee shall be inclusive of all expenses; no separate travel related fees will be paid to vendor.

$_____ **per event x 1 events per calendar year** =$_____ **per year**

TOTAL FOR ITEMS 1 – 2 $_____

Unsigned bid responses will not be accepted. If you are responding electronically via wvOASIS, your sign-on credentials become your signature.

Signature: _____

Printed Name: _____

Telephone (if questions arise): _____