

Legacy Contract Number: 2310-03 SAP Contract Number: (To be completed by DGS)

Item #	SAP Material #	Commodity Code #	Item Description	Qty	Unit	Net Price
10	148229	2310-0500-005	Vehicles, Sale of Used Vehicles		Ea	0.00
20	148230	2310-0500-010	Vehicles, Option Wash		Ea	15.00
30	148231	2310-0500-015	Vehicles, Option Wash and Vacuum		Ea	20.00
40	148232	2310-0500-020	Vehicles, Option Reconditioning		Ea	80.00

Vendor Information

Name: Manheim PA Auction Services, Inc d/b/a Keystone Auto Auction
Vendor Number: 179026
Point of Contact: Paul Tinsman
Address: 488 Firehouse Road, Grantville Pa 17028
Phone Number: 800-322-5723
Fax Number: 717-469-2841

SPECIAL TERMS AND CONDITIONS

1. **CONTRACT SCOPE/OVERVIEW:** This RFQ – Invitation for Bids, CN000000218, formerly known as Contract No. 2310-03 Vehicle Auction (identified here and in the other documents as the “Contract”) will cover the requirements of the Department of General Services for the sale of identified used Commonwealth vehicles through auction.

2. **ORDER OF PRECEDENCE:** These Special Terms and Conditions supplement the Standard Contract Terms and Conditions For Services. To the extent that these Special Terms and Conditions conflict with the Standard Contract Terms and Conditions For Services, these Special Terms and Conditions shall prevail.

3. **TERM OF CONTRACT:** The Contract shall commence on the Effective Date, which shall be no earlier than October 1, 2002 and expire on September 30, 2003

4. **OPTION TO EXTEND:** The Department of General Services reserves the right, upon notice to the Contractor, to extend the Contract or any part of the Contract for up to three (3) months upon the same terms and conditions. This will be utilized to prevent a lapse in Contract coverage and only for the time necessary, up to three (3) months, to enter into a new contract.

5. **OPTION FOR SEPARATE COMPETITIVE BIDDING PROCEDURE:** The Department of General Services reserves the right to purchase supplies covered under this Contract through a separate competitive bidding procedure, whenever the department deems it to be in the best interest of the Commonwealth. The right will generally be exercised only when a specific need for a large quantity of the supply exists or the price offered is significantly lower than the Contract price.

6. **ADDRESS OF FIELD PURCHASE ORDER:** Commonwealth agencies may issue field purchase orders against this Contract for supplies required by the agencies (using agencies). Please state below where the Field Purchase Orders should be sent (name, address, city, state, zip code).

7. **INTENT OF CONTRACT:** This contract shall provide a mechanism by which the Department of General Services ("DGS") may sell used Commonwealth vehicles through a public auction. The vehicle auction **MUST** be open to the general public. There shall be a minimum of 10 auctions within a contract period.

8. AUCTIONEER: The Contractor shall provide a licensed auctioneer(s), who will conduct the auctions of the used Commonwealth vehicles to the general public through oral auction proceedings at the Contractor's auction site. The Contractor will furnish the necessary clerks and appropriate administrative support and services for the auctions.

9. VEHICLE TRANSPORT: Contractor shall be responsible for, and shall incur all costs associated with, the transport of identified used Commonwealth vehicles from the following Commonwealth locations to Contractor's auction site: the Department of General Services, Bureau of Vehicle Management, 22nd and Forester Streets Harrisburg Pa 17125; the Pennsylvania State Police, Transportation Division, 20th & Herr Sts., Harrisburg, PA 17103; and the Department of Transportation, Equipment Division, 17th & Arsenal Blvd., Harrisburg, PA 17120. Contractor employees or agents will drive the vehicles from these three (3) locations to the Contractor's auction site. In lieu of driving each individual vehicle to the Contractor's auction site, Contractor can arrange with private transporters of vehicles for the vehicles to be picked up at these three Commonwealth locations and hauled to the Contractor's auction site. Commonwealth agencies shall also have the option, upon notice to the Contractor, of driving their used Commonwealth vehicles directly to the auction site. When this option is exercised, the Contractor shall, at no additional cost to the Commonwealth, transport the driver to the Department of General Services, Bureau of Vehicle Management, 22nd and Forester Streets Harrisburg Pa 17125.

10. RISK OF LOSS OR DAMAGE: When the Commonwealth releases vehicles to the care, custody, and control of the Contractor, its employees, agents, or representatives at one of the three Commonwealth locations, the Contractor shall thereafter assume and bear:

- a. All risks of loss, damage or theft of the vehicle
- b. All risks and liabilities for injury to, or death of, any person or damage to any property in any manner arising out of the possession, use, operation, or storage of any vehicle.

11. VEHICLE CONDITION REPORT: Within a reasonable time after delivery, to the Contractor's auction site, Contractor will inspect each vehicle received and give DGS a report on each vehicle's condition. If a vehicle is damaged, Contractor will provide DGS with a picture of each vehicle within two (2) days of the vehicle's receipt at the Contractor's auction site. Contractor will also furnish DGS a repair estimate for any collision damage to assist DGS for considering insurance claims or other repair options. These items will be furnished by Contractor at its cost and expense.

12. VEHICLE STORAGE AND CONTRACTOR'S MOVEMENT: Contractor agrees to make vehicle storage areas available for Commonwealth vehicles at Contractor's auction site. While the vehicles are in Contractor's care, custody, and control the vehicles may be moved around at the Contractor's site, as needed, to meet Contractor's business and storage needs. These vehicles, however, can only be released from Contractor's care, custody, and control under mutually agreed upon written procedures developed between DGS and Contractor.

13. INSURANCE: Contractor shall purchase and maintain at its expense the following types of insurance, issued by companies acceptable to DGS and authorized to conduct such business under the laws of the Commonwealth of Pennsylvania:

- A. Worker's compensation insurance for all of Contractor's employees and those of any subcontractor engaged in work at the Contractor's auction site as required by law.

- B. Public liability and property damage insurance to protect the Commonwealth, the Contractor, and any and all subcontractors from claims for damages for personal injury (including bodily injury), sickness or disease, accidental death, and damage to property, including loss of use resulting from any property damage, which may arise from operations under this contract, whether such operation be by the Contractor, by any subcontractor or by anyone directly or indirectly employed by either. The limits of such insurance shall be in an amount not less than \$500,000 each person and \$2,000,000 each occurrence, personal injury and property damage combined.
- C. Garagekeepers liability insurance with covers damages done to, or done by, Commonwealth vehicles while in the care, custody and control of the Contractor. The limits of such insurance shall not be less than \$500,000.

Such policies shall be occurrence rather than claims made policies and shall name the Commonwealth of Pennsylvania as an additional insured. The insurance shall not contain any endorsements or any other form designed to limit and restrict any action by the Commonwealth as an additional insured against the insurance coverage in regard to the work performed for the Commonwealth.

Prior to commencement of work under the contract, the Contractor shall provide DGS with current certificates of insurance enumerated above. These certificates shall contain a provision that coverage afforded under the policies will not be canceled or changed until at least thirty (30) days prior written notice has been given to DGS.

14. PAYMENT AND TITLE TRANSFER:

- A. Contractor and DGS agree that all Commonwealth vehicles sold by Contractor shall be settled on auction day, and net sale proceeds will be paid by Contractor to DGS within three (3) business days of the sale. DGS will provide sample spread sheets showing the format of Contractor's report to accompany Contractor's payment.
- B. DGS will have, Director of Bureau of Vehicle Management, or his designee available to sign the transfer of title documents on behalf of the Commonwealth. All vehicles, for which full payment is received on the date of sale, will receive the complete set of executed title documents.
- C. DGS will accept the Contractor's check for the full amount of the bidder's purchase (less contract price and any vehicle preparation option selected) and immediately transfer all title documents to either the Contractor or bidder. Contractor may agree to accept a bidder's check or commitment to pay on terms and conditions negotiated between a bidder and Contractor. In the event that a bidder fails to honor its checks or any installment payment obligation or any other payment obligation, DGS shall have no responsibility for collection and shall not be required to return to Contractor any money paid by Contractor to DGS for the purchase of any Commonwealth vehicles.
- D. In order to be eligible for award of this contract, the bidder must be an issuing agent who is licensed as a vehicle dealer by the state Board of Vehicle Manufacturers, Dealers and Salespersons. Contractor shall be responsible for collecting taxes and title fees from the purchasers of the vehicles and to submit those taxes, fees and the signed certificate of title to the Department of Transportation. Contractor shall also issue temporary tags to purchasers who have paid the purchase price, taxes and title fees.

15. ADVERTISING: Contractor and DGS agree to the following:

- A. DGS agrees to provide lists of customers, dealers, purchasers etc. that it has in its possession and that it has used in the past to notify and advertise the auction of Commonwealth used vehicles. Contractor agrees to supply each buyer's name, address, and telephone number (if provided) to DGS within three (3) business days of auction.
- B. Contractor shall, in its discretion and at its cost, advertise the time, place, and terms of the auction as well as the condition of the Commonwealth vehicles. The content of these advertisements are subject to DGS approval.
- C. Contractor agrees to place in and about the auction site signs and notices warning certain ineligible Commonwealth employees and others of their inability to purchase vehicles. These notices will be posted at each entrance to the facilities and also at bidders' registration tables.
- D. Contractor agrees to leave and not alter or remove all signs/notices posted by Contractor's employees or Commonwealth employees that basically states a vehicle is to be sold in an "as is-where is" basis, and no guarantee has been made as to the mechanical or physical status of the vehicle and no commitment has or will be made towards any vehicle repairs or alterations.
- E. Contractor agrees not to incorporate or use any Commonwealth seal, symbol, logo, characterizations, sayings, slogans or any other Commonwealth used or owned device in its advertising or promotional literature without the written consent of the Commonwealth. If such use occurs by accident or otherwise, Contractor agrees to the immediate removal or the ceasing of any further use upon written or oral notice by the Commonwealth.
- F. Contractor agrees to audio tape all sales transactions and to provide copies of the tape to DGS, if requested. DGS will pay Contractor the expenses of providing a requested copy. These tapes will be preserved by Contractor for a period of one (1) year after the termination or expiration of this contract.

16. VEHICLE PREPARATION: Contractor will provide the following vehicle preparation services, if and when such services are requested by DGS, at the price stipulated in the contract.

- A. Wash vehicle on auction day
- B. Wash and vacuum on auction day
- C. Reconditioning services to include:
 - 1) Degrease motor;
 - 2) Degrease door jams;
 - 3) Degrease wheel wells;
 - 4) Shampoo carpets;
 - 8) Vacuum trunk;
 - 9) Dress spare tire;
 - 10) Clean interior;
 - 11) Clean windows (inside and out);

- | | |
|------------------------|---------------------------------|
| 5) Shampoo seats; | 12) Touch up minor paint chips; |
| 6) Shampoo seat belts; | 13) Detail exterior; |
| 7) Vacuum interior; | 14) Dress tires; and |
| | 15) Buff car (wax only). |

Contractor will deduct from each auction's proceeds the prices of the above services requested by DGS and provided by Contractor. Contractor shall document the services provided and shall provide such documents by vehicle with the accounting of the sales proceeds on the third business day after an auction.

17. VEHICLE SALE PRICE: Contractor agrees to submit a "black book list" price (Internet System) on each Commonwealth vehicle that is placed with Contractor for auction. This list will also contain the expected sales price for each vehicle based upon Contractor's experience and expertise. The list is for information only and is not a guarantee of any kind regarding a vehicle's expected sales price.

18. UNSOLD VEHICLES: Any unsold vehicle will, at DGS's option, either remain with the Contractor to be sold at the next auction under this Contract, or will be returned to DGS. Except for optional vehicle preparation services selected by DGS and provided by Contractor under Paragraph 17, Contractor shall receive no compensation for unsold vehicles. Contractor will strictly follow the procedures outlined for the delivery of vehicles for any vehicles returned to DGS by Contractor.

19. OPTION TO RENEW: The contract or any part of the contract may be renewed for four (4) additional one (1) year terms by mutual agreement between the Commonwealth and the Contractor(s). If the Contract is renewed, the same terms and conditions shall apply. If this contract is renewed for additional period(s), a new performance bond or a rider supplementing the original bond will be required for the extended period.

INQUIRIES: Direct all questions concerning this contract to:

Richard Gaul, Buyer
Bureau is of Purchases
P O Box 1365
Harrisburg PA 17105
Telephone: 717-705-0862
E-mail: Rgaul@state.pa.us
Fax:717-783-6241

Buyer Fee

The Following are the Buyer Fees that the Commonwealth has set per vehicle.

From	To	Buyer Fee
\$1	\$299	No Charge
\$300	\$999	\$80
\$1,000	\$1,999	\$90
\$2,000	\$2,999	\$110
\$3,000	\$3,999	\$120
\$4,000	\$4,999	\$130
\$5,000	\$5,999	\$140
\$6,000	\$6,999	\$150
\$7,000	\$7,999	\$160
\$8,000	\$8,999	\$170
\$9,000	\$9,999	\$180
\$10,000	\$11,999	\$190
\$12,000	\$12,999	\$200
\$13,000	\$13,999	\$210
\$14,000	\$14,999	\$220
\$15,000	\$15,999	\$225
\$16,000	\$17,999	\$230
\$18,000	\$19,999	\$240
\$20,000	\$24,999	\$250
\$25,000	\$30,000	\$270
Over \$30,001		\$290

Contract Reference Number: 2310-03
Collective Number: CN0000218
Change Number: #1
Change Effective Date : 9/8/2003

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: All Using Agencies within the Commonwealth
Subject: Vehicle Auction
Contract Period: Effective date October 1, 2002 of and Expiration date of September 30, 2003
Buyer Name: Richard Gaul/717-705-0862

CHANGE SUMMARY:

In accordance with the Option to Extend Clause contained in Contract CN0000218 (2310-03) Vehicle Auction, this contract is hereby extended up to three (3) additional months. This extension is being utilized to prevent a lapse in contract coverage, and only for the time necessary, up to three (3) months, to issue the new contract.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

Labels:

Contract Reference Number: 2310-03
Collective Number: CN00000218
Change Number: #2
Change Effective Date : 12/30/2003

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: All Using Agencies within the Commonwealth
Subject: Vehicle Auction
Contract Period: Effective date October 1, 2002 of and Expiration date of September 30, 2003 (Renewed to September 30, 2004)
Buyer Name: Richard Gaul/717-705-0862

CHANGE SUMMARY:

In accordance with the Option to Renew Clause in the contract, the Commonwealth and all contractors mutually agree to renew this contract for an additional one-year period. This contract is now renewed for a period starting October 1, 2003 and terminating on September 30, 2004.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

Contract Reference Number: 2310-03
Collective Number: CN00000218
Change Number: #3
Change Effective Date : 9/9/2004

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: All Using Agencies within the Commonwealth
Subject: Vehicle Auction
Contract Period: Effective date October 1, 2002 of and Expiration date of September 30, 2003 (Renewed to September 30, 2005)
Buyer Name: Richard Gaul/717-705-0862

CHANGE SUMMARY:

In accordance with the Option to Renew Clause in the contract, the Commonwealth and all contractors mutually agree to renew this contract for an additional one-year period. This contract is now renewed for a period starting October 1, 2004 and terminating on September 30, 2005.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

Labels:

Contract Reference Number: 2310-03
Collective Number: CN00000218
Change Number: #4
Change Effective Date : 9/12/2005

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: All Using Agencies within the Commonwealth
Subject: Vehicle Auction
Contract Period: Effective date October 1, 2002 of and Expiration date of September 30, 2003
(Renewed until September 30, 2006)
Buyer Name: Susan Sobotor/717-346-3839

CHANGE SUMMARY:

In accordance with the Option to Renew Clause in the contract, the Commonwealth and all contractors mutually agree to renew this contract for an additional one-year period. This contract is now renewed for a period starting October 1, 2005 and terminating on September 30, 2006.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

Contract Reference Number: 2310-03
Collective Number: CN00000218
Change Number: #5
Change Effective Date : 3/14/2006

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: All Using Agencies within the Commonwealth
Subject: Vehicle Auction
Contract Period: October 1, 2002 through September 30, 2003
(Renewed until September 30, 2006)
Buyer Name: Scott Bowers scbowers@state.pa.us 717-346-2671

CHANGE SUMMARY: Effective March 14, 2006, Scott Bowers will assume the responsibilities of the above named contract.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE
REMAIN AS ORGINALLY WRITTEN.

Contract Reference Number: 2310-03
Collective Number: CN00000218
Outline Agreement Number: 4600003788
Change Number: #6
Change Effective Date : 9/22/2006

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: ALL USING COMMONWEALTH AGENCIES
Subject: Manheim PA Auction Services, Inc. – D/B/A Keystone Auto Auction Contract Renewal
Contract Period: October 1, 2002 through September 30, 2007 (Renewed from October 1, 2006 through September 30, 2007)
Buyer Name: Scott Bowers, scbowers@state.pa.us 717-346-2671

CHANGE SUMMARY: In accordance with the option to renew clause and by mutual consent of the following awarded Supplier, the Commonwealth has hereby renewed the above named contract for the last one (1) year renewal option. The renewal was effective September 22, 2006, the above named contract has been renewed for October 1, 2006 through September 30, 2007.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE
REMAIN AS ORGINALLY WRITTEN.

Contract Reference Number: 2310-03
Collective Number: CN00000218
Outline Agreement Number: 4600003788
Change Number: #7
Change Effective Date 10/1/2007

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: ALL USING COMMONWEALTH AGENCIES
Subject: Manheim PA Auction Services, Inc. – D/B/A Keystone Auto Auction Contract Renewal
Contract Period: October 1, 2002 through September 30, 2007 (Renewed from October 1, 2006 through September 30, 2007) (Extension from October 1, 2007 through December 31, 2007)
Buyer Name: Scott Bowers, scbowers@state.pa.us 717-346-2671

CHANGE SUMMARY: In accordance with the option to extend, the Commonwealth has hereby extended the above named contract through December 31, 2007. The contract extension is effective October 1, 2007.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE
REMAIN AS ORGINALLY WRITTEN.