

Request for Proposals

for

Online Auction Service

ONEIDA COUNTY, NEW YORK

October 2025

Prepared by: Oneida County Department of Purchasing



800 Park Avenue

Utica, NY 13501

Phone (315) 798-4042

**Request for Proposals for
Professional Auctioneer Services
—Personal Property—
RFP No. 2025-438**

Proposals, subject to the conditions contained herein, will be received by the Oneida County Department of Purchasing, until **3:00 p.m.** on **Wednesday November 19, 2025**, for Professional Auctioneer Services–Personal Property.

Copies of the Request for Proposal documents may be received from the Oneida County Department of Purchasing by contacting Shelley Nowak, Assistant Purchasing Director, at (315) 798-5880 or by emailing purchasing@oneidacountyny.gov. Copies may also be downloaded from the Oneida County website at <https://oneidacountyny.gov/departments/purchasing/rfps/>.

Proposals in response to the RFP must be submitted electronically in PDF format to purchasing@oneidacountyny.gov. The proposal must be a single PDF, with all elements of the proposal combined into the main document. The subject line of the email must be clearly marked with the **RFP # 2025-438** and the terms “Professional Auctioneer Services–Personal Property.” Proposals must be received before the deadline.

The County of Oneida reserves the right to reject any or all proposals received.

The County of Oneida, in order to promote its established Affirmative Action Plan, invites proposals from underrepresented groups and will not discriminate against any member of based upon age, race, creed, color, national origin, gender, religion, sexual orientation, disability, military status, marital status, genetic predisposition or carrier status or political affiliation or belief.

October 31, 2025

Alfred A. Barbato
Director of Purchasing

**PROFESSIONAL AUCTIONEER SERVICES
REQUEST FOR PROPOSALS
RFP NO. 2025-438**

1. PURPOSE.

- a. The County of Oneida seeks to enter into a contract with a vendor who has experience in governmental online auctioneering services for the sale of surplus personal property consisting of, but not limited to, equipment, office supplies, motor vehicles and miscellaneous items. This Request for Proposals (“RFP”) does not encompass the auction of real property.

2. SCOPE OF WORK.

- a. The services sought by this RFP include, but are not necessarily limited to:
 - i. The auction and sale of surplus personal property consisting of, but not limited to, equipment, office supplies, motor vehicles and other miscellaneous items.
 - ii. It is estimated that the County will require multiple personal property auctions throughout each year, subject to the needs and desires of the County.
- b. The County anticipates that all auctions will be internet based. The Vendor must utilize a website with adequate security, reliability, and ease of use.
- c. The Vendor will be responsible for any misunderstanding or confusion resulting from the auction and/or sale of any property. The possession of all movable property must be transferred on the date of the sale, unless prior arrangements are made, and in no event beyond ten (10) business days.
- d. The Vendor must perform all clerical tasks, including registration of bidders, recording of successful bids, receipts for payments and accounting for monies collected. The Vendor must provide the County with complete records of all transactions to include identification of the property sold, the name and mailing address of the successful bidder, and the sale amount. The Vendor must separately provide the County with a sales reconciliation to include gross sale proceeds, and expenses, and the net proceeds due to the County.
- e. After each auction the Vendor must make payment to the County within ten (10) calendar days after the sale date.
- f. The County shall receive the full buyer’s price for each auction. The auctioneer may charge the buyer a separate buyer’s premium, but this will not be included in the auction price to the county.

- g. The Vendor must be responsible for the collection of payments for all property sold.

3. METHOD.

- a. The County will accept proposals for internet-based auction methods. Vendors must provide detailed descriptions of all services offered.

4. QUALIFICATIONS.

- a. Authorized to do business in the State of New York and in good standing there with.
- b. A minimum of five (5) years of experience providing auctioneering services to governmental entities, including the sale of real estate, motor vehicles and/or heavy equipment.
- c. Experience with similar sizes and types of auctions, particularly auctions with annual gross revenues in excess of \$200,000.00.
- d. Minimum of three (3) governmental references.
- e. Experience with advertising media and prospective markets.
- f. Ability to perform those services itemized in Section 2.
- g. Adequate staff, equipment and resources required to successfully perform the services, including auctions with annual gross revenues in excess of \$200,000.00.
- h. Ability and willingness to furnish any and all Certificates of Insurance in the form(s), type(s) and with policy limit(s), acceptable to, and reasonably required by, the County, prior to commencing any services.
- i. Ability and willingness to execute and comply with all indemnification clauses, as may be required by the County.
- j. Ability and willingness to perform the services as an independent contractor.
- k. Ability and willingness to furnish all government permits, approvals, licenses, and/or other documentation, as reasonably required by the County, prior to commencing any services.

5. COSTS.

- a. The Proposer must set forth a statement of the total fee and/or fee schedule/structure in the proposal. **The County will prefer proposals which build the cost of auctioneering services into the price/fees charged to the bidders as a buyer's premium.** The Proposer must break out costs in as much detail as reasonably possible, in order to assist the County in determining the value to be received.

6. COUNTY RESERVATIONS/RESPONSIBILITIES.

- a. The County shall provide any Certificate(s) of Ownership and/or other documents available necessary to affect transfer of title, when applicable.
- b. The County shall grant the Vendor a non-exclusive right to sell property. The County shall decide which property will be auctioned and sold by the Vendor, at the sole discretion of the County.

7. PROCUREMENT RULES AND INFORMATION.

a. CONTACT PERSON

Alfred Barbato
Director of Purchasing
800 Park Ave
Utica, New York 13501
Tel: 315-798-5880
Fax: 315-798-4042
Email: purchasing@ocgov.net

- b. All technical questions regarding this RFP should be directed in writing, preferably by email, to the Director of Purchasing. **Questions shall be submitted no later than 12:00 p.m. on November 11, 2025.**
- c. ***VENDORS DIRECTING QUESTIONS TO ANY OTHER COUNTY STAFF, OR ANY OTHER PERSON, OTHER THAN THE DIRECTOR OF PURCHASING OR HIS DESIGNEE, SHALL BE DISQUALIFIED FROM SUBMITTING.***
- d. Questions submitted after that date and time will not be answered. If applicable, answers citing the question asked, but not identifying the questioner, will be distributed to all known prospective vendors. Failure to submit requests in writing by the specified time shall not be grounds for a protest.

8. REQUIRED CERTIFICATIONS

- a. Proposers must complete the certifications which accompany this RFP and include signed certifications within their PDF proposal.

9. CALENDAR EVENTS.

- a. **10 Days for Questions, 5 Days after questions for review.**
- b. **Last Day for Questions: November 11, 2025 at 12:00 p.m.**
- c. **Close of RFP: November 19, 2025, no later than 3:00 p.m.** All proposals must be received by the **Purchasing Department, 800 Park Avenue, Utica, New York 13501** by such time.

10. EVALUATION CRITERIA. The County will evaluate the proposals according to the following criteria.

- a. Buyer's Premium Percentage. (20 points).
- b. Evidence of experience servicing governmental entities, including documentation detailing the methods used to auction and sell, personal property, and the results thereof. Composition of the internet-based platform. (25 points)
- c. Feedback provided by governmental references. (15 points)
- d. Documentation of gross revenues and lists of auctioned types during the past two (2) years. History and profile of organization, number of experienced staff who will be available to photographs and post schedule, type and capability of equipment and/or technology that may be used during the auction. (15 points)
- e. Whether a proposed schedule shall list property for auction within ten (10) days of receipt of a request to list from the County. Duties and/or obligations that will undertake by the Vendor (e.g., photography, cataloging, scheduling). (25 points)

11. SUBMISSION OF PROPOSAL.

- a. Each proposal shall be simple, providing a straightforward, concise delineation of the proposer's capabilities to satisfy the requirements of this RFP. Emphasis in each proposal must be on completeness and clarity of content. In order to expedite the evaluation of proposals, it is essential that proposers follow the format and instructions herein.
- b. If the proposer is a corporation, partnership, or company, the proposals must set forth the actual corporate name, state of incorporation, and address of the principal place of business of the proposer.
- c. Proposers must submit the name and contact information of the individual that will serve as primary contact and be primarily responsible for providing services under the proposal.
- d. Proposers must describe in reasonable detail the duties and/or obligations that he/she/it will undertake (e.g., photography, cataloging, timeline, scheduling).
- e. Proposers should also submit any additional information that she/he/it believes would distinguish the Proposer in her/his/its service to the County.
- f. The County may request a demonstration/presentation of the services offered by the Proposer after submissions have been closed.
- g. Proposals may be modified or withdrawn at any time prior to the deadline for submission, upon written notice to the County.

12. CONTRACT CONSIDERATIONS.

- a. The County intends to award a contract for a term of one year, with up to four (4) renewal terms of one year each. Such contract will allow the County to terminate the agreement for convenience upon thirty (30) days' notice to the proposer.
- b. Following award of the proposal, the County will enter into contract negotiations with the winning proposer. County Supplied a proposed contract. No contract will take effect until approved by all required approval authorities of the County.
- c. The County typically requires its contract counterparties to obtain the following insurance policies subject to the following terms. Proposers should be mindful of these policies and terms when establishing their cost proposals:
 - i. Commercial General Liability ("CGL") coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.
 - ii. Excess/Commercial Umbrella coverage with limits of at least Five Million Dollars (\$5,000,000).
 - iii. Workers' Compensation and Employer's Liability, pursuant to statutory limits.
 - iv. Auto Liability Insurance in an amount equal to or greater than \$1,000,000 combined single limit.
 - v. Proposer shall be required to provide certificates of insurance to the County evidencing the foregoing insurance policies. The certificate of insurance for the CGL policy shall name the County of Oneida as additional insured and include a copy of the additional insured endorsement that is part of such CGL policy. All certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the County.
 - vi. Coverage for the County shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the County.
 - vii. Proposer shall be required to agree to waive all rights against the County and its officers, employees, agents and other representatives for recovery of damages to the extent these damages are covered by the insurance policies maintained per the requirements stated above.

Attachment A – Required Certifications

Proposer Must Sign and Submit Each Certification with its Proposal

IT IS UNDERSTOOD AND AGREED BY THE OFFEROR THAT:

1. This Request for Proposals (hereinafter “RFP”) does not commit the County of Oneida (hereinafter the “County”) to award any contracts, pay the costs incurred in the preparation of response to this RFP, or to procure or contract services. The County reserves the right to accept or reject any or all proposals that do not completely conform to the instructions given in the RFP.
2. The County reserves the right to amend, modify or withdraw this RFP, and to reject any proposals submitted, and may exercise such right at any time, without notice and without liability to any Offeror (hereinafter the “Applicant”) or other parties for their expenses incurred in the preparation of a proposal or otherwise. Proposals will be prepared at the sole cost and expense of the Applicant.
3. Submission of a proposal will be deemed to be the consent of the Applicant to any inquiry made by the County of third parties with regard to the Applicant’s experience or other matters relevant to the proposal.
4. The awarded agreement may be terminated in whole or in part, by the County. Such termination shall not affect obligations incurred under the awarded agreement prior to the effective date of such termination.
5. Any significant revision of the approved proposal shall be requested in writing by the Applicant prior to enactment of the change.
6. Necessary records and accounts, including financial and property controls, shall be maintained and made available to County for audit purposes.
7. All reports of investigations, studies, publications, etc., made as a result of this proposal, information concerning individuals served, and/or studies under the project, are confidential and such information shall not be disclosed to unauthorized persons. Applicants acknowledge that the County is subject to Article 6 of the Public Officers Law.

All references to time contained in this RFP are Eastern Standard Time. Applicants are encouraged to make their submissions in advance of the submission date, as the dates and times specified in this RFP may not be extended in the event Oneida County offices are closed for any reason, including, but not limited to, inclement weather.

Legal Name of Organization

Signature

Date

Printed Name

Title

NON-COLLUSION CERTIFICATION

(GML § 103-D)

As used herein, “bid” means “proposal” and “bidder” means “proposer”. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

I further certify that I have not, nor has my organization, been disqualified to contract with any municipality and I am, and/or my organization is, in a position to accept any contract subject to the provision of Section 103-d of the General Municipal Law.

The word “bid” shall be construed as if it read “proposal” and the word “bidder” shall be construed as if it read “Applicant”, whenever the sense of this certification so requires.

Legal Name of Organization

Signature

Date

Printed Name

Title

SEXUAL HARASSMENT PREVENTION CERTIFICATION

(Lab. Law § 201-g)

As used herein, “bid” means “proposal” and “bidder” means “proposer.” By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has, and has implemented, a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of his/her/its employees. Such policy, at a minimum, meets the requirements of Section 201-g of the Labor Law.

The word “bid” shall be construed as if it read “proposal” and the word “bidder” shall be construed as if it read “Applicant”, whenever the sense of this certification so requires.

Legal Name of Organization

Signature

Date

Printed Name

Title

RECYCLING AND SOLID WASTE MANAGEMENT CERTIFICATION

(Res. No. 249 of 1999)

The Oneida County Board of Legislators at its May 26, 1999, meeting passed Resolution No. 249 dealing with the inclusion of recycling and solid waste management provision in Oneida County contracts. All waste and recyclables generated by the contracting party shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Authority.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that the bidder agrees to:

1. Comply with all applicable Federal, State and Local Statutes, rules and regulations, as may be amended, relating to the generation and disposition of recyclables and solid waste; and
2. Deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority (hereinafter the "Authority"), all wastes and recyclables generated within the Authority's service area by performance of this contract by the bidder and any subcontractors. Upon awarding of this contract, and before work commences, the bidder will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area that are generated by the bidder and any subcontractors in performance of this contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

I certify that I understand and agree to comply with the terms and conditions of the Oneida County Recycling and Solid Waste Management Program (R-249). I further agree to provide Oneida County proof of such compliance.

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "Applicant", whenever the sense of this certification so requires.

Legal Name of Organization

Signature

Date

Printed Name

Title

IRAN DIVESTMENT ACT COMPLIANCE CERTIFICATION

(GML § 103-g)

By submitting a bid in response to this solicitation or by assuming the responsibility of a contract awarded hereunder, each bidder, any person signing on behalf of any bidder and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that to the best of his/her/its knowledge and belief, that each bidder and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a (3) (b).

Additionally, the bidder is advised that any bidder seeking to renew, extend or assume a contract award in response to this solicitation, must certify at the time the contract is renewed, extended or assigned, that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment that is in violation of the Act within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder in default.

The County reserves the right to reject any bid from, or request for assignment for, a bidder that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any bidder that is awarded a contract and subsequently appears on the Prohibited Entities List.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief, she/he/it is not identified on the Prohibited Entities List.

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "Applicant", whenever the sense of this certification so requires.

Legal Name of Organization

Signature

Date

Printed Name

Title

PURCHASE OF TROPICAL HARDWOODS PROHIBITION CERTIFICATION

(SFL § 165)

Pursuant to Section 165 of the State Finance Law, any bid, proposal or other response to a solicitation for bid or proposal that proposes or calls for the use of any tropical hardwood or wood product as defined by Section 165 of the State Finance Law in performance of the contract shall be deemed non-responsive.

This prohibition shall not apply to:

1. To bid packages advertised and made available to the public or any competitive and sealed bids received or entered into prior to August twenty-fifth, nineteen hundred ninety-one; or
2. To any amendment, modification or renewal of a contract, which contract was entered into prior to August twenty-fifth, nineteen hundred ninety-one, where such application would delay timely completion of a project or involve an increase in the total monies to be paid under that contract; or
3. Where the contracting officer finds that:
 - a) No person or entity doing business in the state is capable of performing the contract using acceptable non-tropical hardwood species; or
 - b) The inclusion or application of such provisions will violate or be inconsistent with the terms or conditions of a grant, subvention or contract with an agency of the United States or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or contract; or
 - c) The use of tropical woods is deemed necessary for purposes of historical restoration and there exists no available acceptable non-tropical wood species.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief, she/he/it is not submitting a bid which would be deemed non-responsive.

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "Applicant", whenever the sense of this certification so requires.

Legal Name of Organization

Signature

Date

Printed Name

Title