



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street - Room 120
 Concord, New Hampshire 03301
Office@das.nh.gov

Charles M. Arlinghaus
 Commissioner
 (603) 271-3201

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July 12, 2019

His Excellency, Governor Christopher T. Sununu
 and the Honorable Council
 State House
 Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a contract with Municibid.com, LLC (VC#303135), Philadelphia, PA, 19103, for Online Auction Services. Effective upon Governor and Executive Council approval for the period August 1, 2019 through June 30, 2022.

There is no cost to the State associated with the use of this Contract. The proceeds from the sales of surplus property shall be directly deposited into 01-14-14-149710-81600000-402085 and then shall be transferred in accordance with Adm. 611 State Surplus Management to State agencies. No fees shall be assessed to the State of New Hampshire.

EXPLANATION

The Department of Administrative Services, through the Bureau of Purchase and Property, released RFB 2187-19 on March 18, 2019, with responses due on March 29, 2019. The bid was advertised on the State of New Hampshire website under the Bureau of Purchase and Property. Compliant bids were submitted by three (3) bidders.

This contract shall establish an Online Auction Services Contract for the sale of State of New Hampshire Surplus and replace the current contract that expired on June 30, 2019.

Based on the foregoing, I am respectfully recommending approval of the contract with Municibid.com, LLC.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "C. Arlinghaus".

Charlie M. Arlinghaus
 Commissioner



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2210

Bid Description	Online Auction Services
Bid #	2187-19
Agent Name	Jeff Haley

Vendor	Bidders Premium
Municibid.com LLC	8.00%
Auctions International	8.50%
St. Jean Auctioneers	12.00%

Subject: Online Auction Services

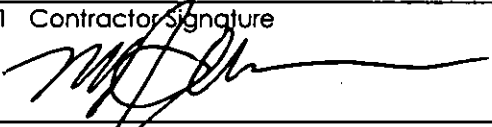
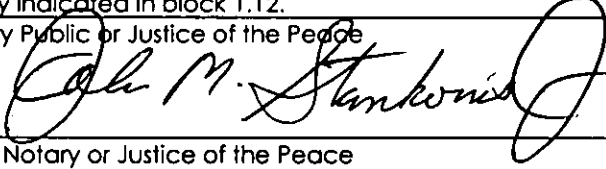

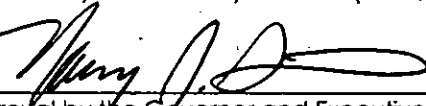
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Administrative Services		1.2 State Agency Address State House Annex 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name Municibid.com LLC VC # 303135		1.4 Contractor Address 1635 Market Street, Suite 1600, Philadelphia, PA, 19103	
1.5 Contractor Phone Number 800-531-6074	1.6 Account Number Various	1.7 Completion Date June 30, 2022	1.8 Price Limitation \$0.00
1.9 Contracting Officer for State Agency Jeffrey A Haley		1.10 State Agency Telephone Number 603-271-2201	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Jameel O. Farruk, Director of Sales	
1.13 Acknowledgement: State of <u>PA.</u> County of <u>Phila.</u> On <u>6/17/2019</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 		NOTARIAL SEAL John M. Stankovics, Jr., Notary Public City of Philadelphia, Phila. County My Commission Expires April 7, 2023	
1.13.2 Name and Title of Notary or Justice of the Peace <u>John M. STANKOVICS JR., Notary Public</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>7/15/2019</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

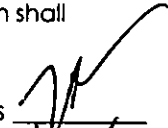
4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

Contractor Initials 
Date 6/17/19

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of), the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

**EXHIBIT A
SCOPE OF SERVICES**

1. INTRODUCTION

Municibid.com, LLC (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Online Auction Services in accordance with the bid submission in response to State Request for Bid #2187-19 and as described herein.

2. CONTRACT DOCUMENTS

This Contract consists of the following documents ("Contract Documents") in order of precedence:

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A Scope of Services
- c. EXHIBIT B Payment Terms
- d. EXHIBIT C Special Provisions
- e. EXHIBIT D RFB 2187-19

3. TERM OF CONTRACT

This Contract shall commence upon the approval of Governor and Executive Council and shall terminate on June 30, 2022, a period of approximately three (3) years, unless extended for additional terms.

The Contract may be extended for an additional two (2) one-year terms thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the Contractor and State, and the with the approval of the Governor and Executive Council.

The maximum term of the Contract (including all extensions) cannot exceed five (5) years.

4. SCOPE OF WORK

In addition to the requirements set forth within those documents referenced in section 2 above, and hereby incorporated by reference, the Contractor agrees to execute online surplus property auctions and to provide the following services, at no cost to the State of New Hampshire:

1. EXPERIENCE & LICENSED:

- a. The Contract shall be experienced at auctioning via the internet, have considerable knowledge of the advertising media in prospective markets and must have demonstrated municipal/government experience

2. SERVICE:

- a. The Contractor shall provide and maintain all the software and hardware that manages the online auction system.
- b. The Contractor will be responsible for preparing the individual lots for the auction. This will include taking photos, writing descriptions, and data entry into the web platform.

- c. The Contractor online auction system shall offer flexibility in how the auction can be conducted. The following functionalities are required:
- Ability to choose between a static bid and dynamic bid. A static bid entails having the bid close at a specific time (i.e. e-bay) whereas a dynamic bid allows a bid closing to be extended if there is continued activity. The State shall determine the extension time intervals;
 - Ability to have multiple line items per lot (i.e. computers);
 - Ability to have one asset per listing (i.e. vehicles);
 - Ability to have multiple lots per auctions (i.e. 75 line items – equipment & 40 line items vehicles);
 - Ability to have ample space provided to load detailed descriptions and be able to support the capacity to display a minimum of four (4) pictures of each item or no picture at all if so desired by the State;
 - Ability to add sales tax to the winning bids;
 - Ability to list specific times for public viewing and different times for pick-up of the equipment;
- d. The successful Contractor shall provide administrative account management in support of the services by appointing an account(s) manager who shall assume overall responsibility for the coordination of all contract issues.
- e. The successful Contractor shall provide customer support service for inquiries and all technical support questions that arise during the course of a regular business day between the hours of 8 a.m. to 5 p.m. (EST), Monday through Friday, to both the State and potential bidders. At a minimum, the customer support service shall be provided by skilled technicians who are proficient in the English language and include a toll free telephone line for assistance.
- f. The successful Contractor may provide marketing of this web-based auction service site to enhance the number of bidders. Any news release, photographs, or public announcement pertaining to any activity conducted in association with the contract, or any advertising copy and placement, shall not be made without the prior written approval of the State. The successful Contractor shall provide documentation of all marketing efforts, e.g., copies of print advertisements, schedules of radio or television spots, etc., to the State. The successful Contractor shall, upon request by the State, provide advertising services for unique or high value property.
- g. The successful Contractor shall be responsible for securing all necessary licenses, certifications and permits, if any, for selling the State's surplus property over the Internet.
- h. A web link will be placed on the State's web site to direct customers to the successful Contractor's auction site.

3. SYSTEM REQUIREMENTS:

- a. The successful Contractor's system shall have a search feature whereby the user can conduct a search of all property that the user is qualified to purchase or acquire. This feature shall allow the user to search, at a minimum, by state, by item description or item category.
- b. All property offered for sale on the public auction site will be available for viewing without requiring the viewer to be registered.
- c. During the auction process:

- i. The State reserves the right to reject any and all bids. When a buyer defaults on his/her bid, the successful Contractor's software shall have the capability of disallowing (banning) that person from bidding on future State equipment.
 - ii. If a dispute arises between two or more bidders, the State may decide the dispute or immediately put the lot up for sale again, and resell to the highest bidder. The decision of the State shall be final and absolute.
- d. The successful Contractor shall require the bidder to agree to the State's Terms and Conditions before placing a bid.
 - e. The successful Contractor's system shall offer members of the general public the ability to register on-line. No bids shall be accepted by anyone not properly registered and in good standing with the successful Contractor and the State.
 - f. Cosmetic or design changes (planned downtime) to the successful Contractor's web site by, or on behalf of the Contractor, shall not interfere with or disrupt any of the State's online auction, or cause any disruption with any State web page(s), without prior written consent of the State.

Failure by the successful Contractor to maintain 95% uptime (5% or less downtime), whether due to planned or unplanned events, constitutes cause for the State to terminate this contract. Failure by the State to terminate the contract for cause in this circumstance shall not be construed as a waiver or relinquishment of the State's right to do so.

- g. The successful Contractor shall provide real-time monitoring of the auction in progress.

4. STATE ACCESS TO SYSTEM:

- a. The State shall have sufficient access to the system in order to make additions or deletions of items listed, edit item details or add photos of items as desired. The State reserves the right to remove items from the web page at any time. The State shall have access to the system, whether in a supervisory role or hands on role, in overseeing additions, deletions, etc., to auction listings.
 - i. This is an essential requirement. If, for whatever reason the State deems necessary, a posted item is needed for use by the State, such items will be withdrawn from auction. In addition, if substantial errors are discovered in the description of the property, the State will remove the property from auction and re-auction it with a corrected description.

The State shall have the ability to determine minimum acceptable bids (the State will determine the reserve price), bid increment amounts, terms of sale and control all timeframes for all items in regards to disposal phases and auction particulars.

The State shall handle all lotting and/or batching of property listed on the auction site. This option cannot be relinquished due to audit and inventory requirements. The state will be responsible for photographing and writing descriptions of the items to be included in the on line auction.

5. TRAINING:

The successful Contractor shall provide training and instructions to the State pertaining to implementation of the auction process and to any potential buyers on how to bid using the on-line auction technology/tools at no cost to the State or the potential buyers.

The successful Contractor shall provide training in various methodologies and delivery channels including but not limited to:

- Instructor Led Training (ILT) – via onsite and/or web-based conference with live facilitators;
- Printed (hard-copy) training materials; and
- Online Training Webinars

6. REPORTING:

- a. The successful Contractor shall provide a complete list of transaction information and a documentation of table structure, relationships, etc., of database, as requested, so that the data can be uploaded to a local database to allow for ad hoc queries in order to satisfy internal and external audit requirements.
- b. The successful Contractor shall also provide the State with complete records of all transactions to include identification of each item sold, the name of the successful bidder including the complete address and phone number and email address, and the same amount of the day of the auction.
- c. The successful Contractor shall provide the State, or any authorized agents, access to any records necessary to determine contract compliance. In addition, the Contractor shall create and retain records supporting the auction services for a period of one year after either the completion date of this contract or the conclusion of any claim, litigation or exception relating to this contract taken by the State or a third party.
- d. The successful Contractor shall maintain an inventory of all items listed for sale and provide the State with a monthly report to include the number of bids received and the winning bid amount. In addition, the Contractor shall provide, at its location, complete and secure data storage for all inventory items and transaction information. The Contractor shall provide electronic archival data as requested, and shall maintain a comprehensive backup and disaster recovery plan.

7. BIDDER PAYMENTS:

After an electronic award has been made, the Contractor shall be responsible for receipt of all bidder payments.

- a. The Contractor shall be required to collect and hold all monies, i.e., bid price, bidder's premium, from the bidder in the course of the online auction. The Contractor shall be responsible for all monies collected, for all sale prices announced and recorded and shall assume all liability for handling the same.
- b. The Contractor shall accept credit/debit cards as full payment for property purchased. When accepting credit/debit payments, the Contractor will do so at its own expense. The State shall *not be responsible for credit/debit card fees*. The only allowable charge to the bidder will be the fee that the successful Contractor states in their bid as a bidder's premium as indicated in the 'Offer Section'. If necessary, the Contractor may also accept other payments from bidders (i.e.: wire transfers from 3rd party), in order to complete the transaction. **The State will not collect payments from bidders.** The Contractor will be responsible for handling all payments in whatever manner they are made.

- c. If sales tax collection is required for property sold by the Contractor on behalf of the State, it shall be the Contractor's responsibility to collect and remit the taxes.
- d. The customer will have no more than ten (10) calendar days, after the end of the auction to **pay for** all items that were awarded. The customer will have a maximum of ten (10) calendar days after the end of the auction to **pick up** all items awarded. Property removal extensions may be approved by the State upon request from the customer. The State will notify the Contractor if such extensions are granted.
- e. The Contractor shall be responsible for providing a reminder to the State and the buyers that have not paid for their item(s) within the five (5) calendar day period, or picked up their items within the ten (10) calendar day period allowed. The State is to be included as a recipient of these reminders for record keeping purposes. It will be the discretion of the State to re-list items that are either not paid for, or items that have not been picked up.
- f. After the customer has paid for the property, the successful Contractor shall send a customer receipt/property release form by e-mail to the State. The design and layout of the customer receipt/property release form shall be of a style and type approved by the State and shall include, at a minimum, the following information:
 - 1. Customer name
 - 2. Name the item is to be titled in (if applicable)
 - 3. Valid physical mailing address
 - 4. Telephone number
 - 5. Facsimile number (if applicable)
 - 6. E-mail address
 - 7. The State's inventory control number (if provided by the State during the posting process)
 - 8. Unique document control number (issued by the Contractor)
 - 9. Description of purchased property (shall include quantity and all identifying mark(s) as supplied by the State to the Contractor)
 - 10. Price paid by the customer for the item(s)
 - 11. Date the customer paid for the item(s)
- g. The State shall prepare all sales documents (titles and/or bills of sale) as the customer receipt/property release forms are received from the Contractor. These documents shall be completed based on the information supplied on the customer receipt/property release form. After the property has been picked up, the State shall notify the Contractor stating that the property has been removed from the sales location. This notification shall contain the date that the property was removed.
- h. If the customer has not removed their property within the time frame set by the State for the item, the Contractor shall, after approval from the State, take actions to block the bidder from any future purchases of any State surplus property from all State accounts throughout the state.

8. WINNING BIDDER'S PREMIUM:

The Contractor's compensation shall be contingent upon the satisfactory completion of authorized auction. This commission fee as indicated in the 'Offer Section' shall be collected at the time of the bidder's payment and shall be retained by the Contractor. There shall be no commissions or listing fees charged to the State by the Contractor on any items that are listed on the Contractor's site.

9. PAYMENTS: TERMS AND CONDITIONS:

The State shall not be billed or charged any fees by the Contractor for any of the requested services of this contract.

The Contractor shall transfer to the State the net proceeds of any and all auctions. The State has the capability to accept electronic funds transfers from the Contractor.

- a. The Contractor shall provide a copy of an activity report that shows detailed auction-related information with payment that balances with the auction proceeds. If at all possible, this activity report should be submitted one (1) business day before the State's receipt of the funds transfer.
- b. The State, at its discretion, may modify the information requirements of the activity report.
- c. The State shall confirm the auction settlement. Any discrepancy in accounting shall be announced in writing, and shall be remedied by the Contractor within five (5) business days of the Contractor's receipt of such information.
- d. The Contractor shall retain applicable commission fees in accordance with the winning bidder's fee as described herein.

10. PCI-DSS:

The Contractor will be the merchant of record. The Contractor agrees that it is responsible for the security of cardholder data that it possesses, including the functions relating to storing, processing, and transmitting of the cardholder data.

The Contractor affirms that, as of the effective date of this contract, it has complied with all applicable requirements to be considered PCI DSS compliant, and has performed the necessary steps to validate its compliance with the PCI DSS.

The Contractor will undertake an annual PCI-DSS reassessment applicable to their Merchant Level Status as outlined below:

- If the Contractor is a Level 1 Merchant, an annual ROC must be completed by a QSA or Internal Security Assessor (ISA) and the Contractor must submit their Attestation of Compliance (AOC) annually to the State.
- If the Contractor is a Level 2 or 3 Merchant, the Contractor must complete an annual self-assessment questionnaire (SAQ) and must submit their AOC annually to the State.
- If the Contractor is a Level 4 Merchant, the Contractor must complete an annual SAQ and submit the SAQ annually to the State.

The Contractor will immediately notify the State if it learns that it is no longer PCI DSS compliant and will immediately provide the State the steps being taken to remediate the non-compliance status. In no event should the Contractor's notification to the State be later than one (1) business day after Contractor learns it is no longer PCI DSS compliant.

DEFINITIONS

PCI-DSS The Payment Card Industry Data Security Standard (PCI DSS) is a proprietary information security standard for organizations that handle branded credit cards from the major card schemes including Visa, MasterCard, American Express, Discover, and JCB.

Contractor Initials 
Date 6/17/19

The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Contractor's employees, equipment or supplies. The Contractor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Contractor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Contractor.

The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Contractor to dismiss from the work such employees as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

The Contractor or their personnel shall not represent themselves as employees or agents of the State.

While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

All personnel shall observe all regulations or special restrictions in effect at the State Agency.

The Contractor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.

If **sub-contractors** are to be utilized, Contractor shall provide information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

5. TERMINATION

The State of New Hampshire has the right to terminate the contract at any time by giving the Contractor thirty (30) days advance written notice.


6. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR

The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications described in State RFB #2187-19, as described herein, and under the terms of this Contract.

The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment or other property during the performance of the service shall be repaired at its own expense, to the State's satisfaction.

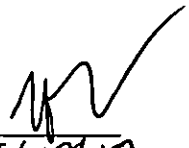
7. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

The Contractor certifies, by signature of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.


6/17/19

8. INSURANCE

Certificate of insurance amounts must be met and maintained throughout the term of the contract and any extensions as per the P-37, section 14 and cannot be cancelled or modified until the State receives a 10 day prior written notice.

Contractor Initials 
Date 6/19/17

**EXHIBIT B
PAYMENT TERMS**

1. CONTRACT PRICE

The State shall not be charged any costs associated with the services offered under this contract. After an electronic award has been made, the Contractor shall be responsible for receipt of all bidder payments.

2. PRICING STRUCTURE

The Contractor's compensation shall be contingent upon the satisfactory completion of authorized auction. This commission fee as indicated in the 'Offer Section' shall be collected at the time of the bidder's payment and shall be retained by the Contractor. There shall be no commissions or listing fees charged to the State by the Contractor on any items that are listed on the Contractor's site.

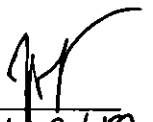
Bidder's Premium: 8.00 %

5. PAYMENT

The State shall not be billed or charged any fees by the Contractor for any of the requested services of this contract.

The Contractor shall transfer to the State the net proceeds of any and all auctions. The State has the capability to accept electronic funds transfers from the Contractor.

- e. The Contractor shall provide a copy of an activity report that shows detailed auction-related information with payment that balances with the auction proceeds. If at all possible, this activity report should be submitted one (1) business day before the State's receipt of the funds transfer.
- f. The State, at its discretion, may modify the information requirements of the activity report.
- g. The State shall confirm the auction settlement. Any discrepancy in accounting shall be announced in writing, and shall be remedied by the Contractor within five (5) business days of the Contractor's receipt of such information.
- h. The Contractor shall retain applicable commission fees in accordance with the winning bidder's fee as described herein.


6/17/19

**EXHIBIT C
SPECIAL PROVISIONS**

There are no special provisions.

Contractor Initials AA
Date 6/17/19

EXHIBIT D

RFB # 2187-19 is incorporated here within.

Contractor Initials
Date 6/17/10

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MUNICIBID.COM LLC is a Pennsylvania Limited Liability Company registered to transact business in New Hampshire on April 11, 2019. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 816840

Certificate Number : 0004494650



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 11th day of April A.D. 2019.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

Municibid

CERTIFICATE OF AUTHORITY

Municibid.com LLC dba Municibid
1635 Market Street
Suite 1600
Philadelphia, PA 19103

Monday, June 17, 2019

I, Greg Berry, as Founder, CEO, Chairman of the Board of Directors, and majority owner of Municibid.com LLC (the "Company"), a Limited Liability Corporation organized and existing under the Commonwealth of Pennsylvania, DO HEREBY certify that I and the Board of Directors (the "Board") agree and authorize Jameel O. Farruk, Director of Sales, to sign and execute into agreement the following documents on behalf of the Company and with the State of New Hampshire (the "State"):

- State of New Hampshire General Provisions Form P-37
- Contract between the Company and the State with regard to RFB 2187-19

Greg Berry - Founder & CEO

Printed Name/Title



Signature

June 17, 2019

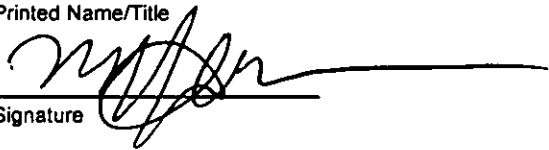
Date

Municibid

I, Jameel Farruk, as Director of Sales, am empowered and authorized to execute and deliver contracts on behalf of the Company.

Jameel O. Farruk - Director of Sales

Printed Name/Title


Signature

June 17, 2017

Date

COMPANY WITNESS: The undersigned has affixed his/her signature this 17th day of June, 2019. **The Company has no corporate seal.**

Mike Bianchini - Chief Operating Officer

Printed Name/Title


Signature

June 17, 2019

Date

ACKNOWLEDGEMENT: Commonwealth of Pennsylvania

On June 17, 2019, before the undersigned officer, personally appeared in person and has satisfactorily proven to be the person whose name is authorized to sign and execute this document.

JOHN M. STANKOVICS JR.

Printed Name and Title of Notary


Signature

6-17-19

Date

NOTARIAL SEAL
John M. Stankovics, Jr., Notary Public
City of Philadelphia, Phila. County
My Commission Expires April 7, 2023

SEAL



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/25/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ANTP LLC, dba Vlahos Dunn Insurance Vlahos Dunn Insurance 1954 E. High St., Suite 3 Pottstown PA 19464	CONTACT NAME: James Vlahos PHONE (A/C, No, Ext): (610) 326-1010 FAX (A/C, No): (610) 326-1270	
	E-MAIL ADDRESS: 	
INSURED Municibid.Com, LLC 1808 Walnut St. Floor 12 Philadelphia PA 19103	INSURER(S) AFFORDING COVERAGE	
	INSURER A: U S Underwriters Insurance Company	
	INSURER B: United States Liability Ins	
	INSURER C: Gemini Insurance Company	
	INSURER D: State Workers' Insurance Fund	
	INSURER E: INSURER F:	

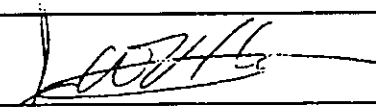
COVERAGES **CERTIFICATE NUMBER:** CL1941108290 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			CL 3557711H	03/22/2019	03/22/2020	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Excluded GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Excluded
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			XL1114551H	03/22/2019	03/22/2020	COMBINED SINGLE LIMIT (Ea accident) \$
	DED RETENTION \$		BODILY INJURY (Per person) \$				
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	05818954	07/12/2018	07/12/2019	BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Professional Liability			VPPL011227	04/27/2018	04/27/2019	Aggregate 1,000,000 Each Claim 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Description of Work Covered:
 Coverage includes all operations incidental to the business of the insured for Pennsylvania employees only and includes Pennsylvania employees whose duties require them to go beyond the territorial limits of the Commonwealth as provided by Section 305.2 of Pennsylvania Workers' Compensation Act as amended.

CERTIFICATE HOLDER State of New Hampshire Administrative Service Bureau of Purchase & Property 25 Capitol Street Room 102 Concord NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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