



# State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street - Room 100  
Concord, New Hampshire 03301  
[Office@das.nh.gov](mailto:Office@das.nh.gov)

194 <sup>MLC</sup>

Charles M. Arlinghaus  
Commissioner  
(603) 271-3201

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Deputy Commissioner  
(603) 271-2059

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Assistant Commissioner  
(603) 271-3204

6/8/2022

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 James R. St. Jean DBA James R. St. Jean Auctioneers, 45 Exeter Road, Epping NH, 03042, vendor #231036, for Online Auction Services. The term shall be effective upon Governor and Executive Council approval for the period of July 1, 2022 through June 30, 2025. The contract may be extended for two (2) additional one-year extension terms thereafter under the same terms, conditions and pricing structure upon approval of the Governor and Executive Council.

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.

## EXPLANATION

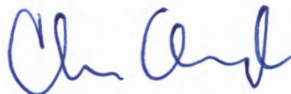
The Department of Administrative Services, through the Bureau of Purchase and Property, released RFB 2584-22 on March 21, 2022 with responses due on March 30 2022. There were three (3) compliant responses, with St. Jean Auctioneers providing the lowest compliant response. Bids were evaluated on the basis of the bidders' lowest applicable fees for buyer premium and associated processing charges.

The Department of Administrative Services (DAS) Division of Procurement & Support Services under authority granted by RSA 21-I:11 and Administrative Rule 611, oversee daily operations at State Surplus Property (White Farm). The services provided under this contract are critical for the state's ability to achieve maximum residual value upon resale for agency assets. The application of strategic marketing to a broad audience coupled with established minimum price reserves has proved to yield greater sales numbers further supporting the agency's ability to offset replacement costs to fulfill their respective missions.

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
June 8, 2022  
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Based on the foregoing, I am respectfully recommending approval of the contract James R. St. Jean  
DBA James R. St. Jean Auctioneers.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Ch Arlinghaus".

Charles M. Arlinghaus  
Commissioner



Division of Procurement Support Services  
Bureau of Purchase Property

Gary S. Lunetta  
Director  
(603) 271-2201

Bid Description	Online Auction Services	Agency:	Statewide
Bid #	2584-22	Requisition: #	N/A
Agent Name	Elizabeth Moskalenko	Bid Closing:	3/30/22

Quantity	UOM	Product Description	St. Jean Auction	Gov Deals	Municibid
240,000		Check or ACH	16,800.00	19,200.00	19,200.00
60,000		Credit Card	6,126.00	4,800.00	6,744.00
<b>TOTAL</b>			<b>\$ 22,926.00</b>	<b>\$ 24,000.00</b>	<b>\$ 25,944.00</b>

Special Notes:	
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No Bid

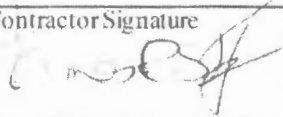
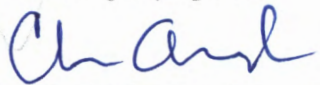
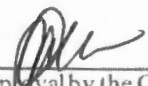
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**I. IDENTIFICATION.**

1.1 State Agency Name Department of Administrative Services Bureau of Purchase and Property		1.2 State Agency Address 25 Capitol Street, Room 102 Concord, NH 03301	
1.3 Contractor Name James R. St. Jean		1.4 Contractor Address 45 Exeter Road Epping NH, 03042	
1.5 Contractor Phone Number 603-734-4348	1.6 Account Number Multiple	1.7 Completion Date June 30, 2025	1.8 Price Limitation N/A
1.9 Contracting Officer for State Agency Liz Moskalenko		1.10 State Agency Telephone Number 603-271-3290	
1.11 Contractor Signature  Date: 4/20/22		1.12 Name and Title of Contractor Signatory JAMES R ST JEAN PRESIDENT JAMES R ST JEAN AUCTIONEER	
1.13 State Agency Signature  Date: 6/8/22		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <i>Lorrie A Rudis</i> Director, On: 5/26/2022			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 6/10/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: G&C Meeting Date:			

*JRS*  
4/20/22



**2. 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 B 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 1.17, 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 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor 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.

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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

**9. TERMINATION.**

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

**10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

10.1 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.

10.2 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.

10.3 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.

**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.**

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor Initials *JRS*  
Date *4/20/22*



Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial 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 or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

#### 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. The 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. 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.

**17. 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.

**18. CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

**19. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

**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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

JRS  
4/25/22

**EXHIBIT A**  
**SPECIAL PROVISIONS**

There are no special provisions of this contract.

Contractor Initials *JRS*  
Date *4/20/22*



## EXHIBIT B SCOPE OF SERVICES

### 1. INTRODUCTION

James R St. Jean (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 On Line Auction Services in accordance with the bid submission in response to State Request for Bid #2584-22 and as described herein.

### 2. CONTRACT DOCUMENTS

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

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A Special Provisions
- c. EXHIBIT B Scope of Services
- d. EXHIBIT C Method of Payment
- e. EXHIBIT D RFB 2584-22

In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1) EXHIBIT A "Special Provisions," (2) Form Number P-37, (3) EXHIBIT B "Scope of Services," (4) EXHIBIT C "Method of Payment," and (5) EXHIBIT D "RFB 2584-22."

### 3. TERM OF CONTRACT

The term of this Contract shall commence upon the approval by the Governor and Executive Council and shall continue thereafter for a period of approximately three (3) years, unless extended for additional terms.

The Contract may be extended for two (2) additional one-year extension terms thereafter upon the same terms, conditions and pricing structure 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

Contractor shall supply all labor, tools, transportation, materials, equipment and permits as necessary and required to perform services as described herein.

#### **1. EXPERIENCE & LICENSED:**

- a. The Contractor 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
- b. Per RSA 311-B:13 the requirement of holding a New Hampshire Auctioneers License to host online auctions will not be required

**RSA 311-B:13, VI** Any auction conducted over the Internet shall be exempt from the requirements of this chapter.

**Source:** 1969, 469:1. 1987, 274:8. 2010, 291:12, eff. Jan. 1, 2011. 2018, 116:1, eff. July 28, 2018.

**2. SERVICE:**

- a. The Contractor shall provide and maintain all the software and hardware that manages the online auction system.
- b. The State and the Contractor will make a mutual decision for each individual lot on which party shall 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's 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 list specific times for public viewing and different times for pick-up of the equipment;
- d. The 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 Contractor shall provide bidder 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 bidder 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 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.
- g. The Contractor shall provide proof/documentation of all marketing efforts, e.g., copies of print advertisements, schedules of radio or television spots, etc., to the State. The Contractor shall, upon request by the State, provide advertising services for unique or high value property.
- h. The Contractor shall be responsible for securing all necessary licenses, certifications and permits, if any, for selling the State's surplus property over the Internet.
- i. A web link will be placed on the State's web site to direct bidders to the Contractor's auction site.

**3. SYSTEM REQUIREMENTS:**



- a. The 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:
  - The State reserves the right to reject any and all bids. When a buyer defaults on his/her bid, the Contractor's software shall have the capability of disallowing (banning) that person from bidding on future State equipment.
  - 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 Contractor shall require the bidder to agree to the State's Terms and Conditions before placing a bid.
- e. The 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 Contractor and the State.
- f. Cosmetic or design changes (planned downtime) to the Contractor's web site by, or on behalf of the Contractor, shall not interfere with or disrupt any of the State's online auctions, or cause any disruption with any State webpage(s), without prior written consent of the State.
- g. Failure by the 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.
- h. The 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. 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.
- b. 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.

**5. TRAINING:**

- a. The 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.
- b. The 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 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 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 sale amount of the day of the auction.
- c. The 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 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.
- e. The Contractor shall provide the State with complete records of all transactions that were canceled or remain unsold.

**7. BIDDER PAYMENTS:**

- a. After an electronic award has been made, the Contractor shall be responsible for receipt of all bidder payments.
- b. 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.
- c. The Contractor shall accept credit/debit cards as full payment for property purchased. The State shall not be responsible for credit/debit card fees, this fee shall be the responsibility of the

Contractor Initials *[Signature]*  
Date *4/20/22*



winning bidder. The contractor shall charge a maximum buyer fee and a maximum credit card fee awarded as represented in Exhibit C. 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

- d. If products are sold into another State in which sales tax collection is required, the awarded Contractor shall not collect and remit other state sales' taxes. It is the responsibility of the respective buyer to address any tax implications imposed by their respective states.
- e. The bidder will have no more than ten (10) calendar days, after the end of the auction to **pay for** all items that were awarded. The bidder 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 bidder. The State will notify the Contractor if such extensions are granted.
- f. 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.
- g. After the bidder has paid for the property, the Contractor shall send a bidder receipt/property release form by e-mail to the State. The design and layout of the bidder 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. Bidder 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 bidder for the item(s)
  - 11. Date the bidder paid for the item(s)
- h. The State shall prepare all sales documents (titles and/or bills of sale) as the bidder receipt/property release forms are received from the Contractor. These documents shall be completed based on the information supplied on the bidder 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.

*J&S*  
*4/20/22*



i. If the bidder 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:**

a. The Contractor's compensation shall be contingent upon the satisfactory completion of authorized auction. This commission fee as indicated in Exhibit C 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. PCI-DSS:**

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 continue to maintain the highest level of PCI compliance, PCI-DSS Level 1. The Contractor will continue to undertake an annual PCI-DSS Level 1 reassessment with a council approved qualified assessor (QSA). The Contractor will continue to provide the Attestation of Compliance to the State on an annual basis.

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.

Additional Requirements:

Except as otherwise provided in this Scope of Services, all services performed under this Contract shall be performed between the hours of 8:00 A.M. and 3:00 P.M. unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas.

The Contractor shall not commence work until a conference is held with each State agency intending to utilize the Contractor's services, at which representatives of the Contractor and the State are present. The conference will be arranged by the State agency.

The State shall require correction of any defective work and the repair of any damages to any part of a building or its appurtenances caused by the Contractor or its employees, subcontractors, equipment or supplies. The Contractor shall correct, repair, or replace all defective work, as needed, to complete said work in satisfactory condition, and damages so caused in order to restore the building and its appurtenances to their previous condition. Upon failure of the Contractor to

*JRS*  
*4/20/08*



proceed promptly with the necessary corrections or repairs, the State may withhold any amount necessary to correct all defective work or repair all damages from payments to the Contractor.

The work staff shall consist of qualified persons completely familiar with the products and equipment that they will use. The Contracting Officer may require the Contractor to dismiss from the work such employees as the Contracting Officer 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.

Neither the Contractor nor its employees or subcontractors shall represent themselves as employees or agents of the State.

While on State property the Contractor, its employees, and its sub-contractors shall be subject to the authority and 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 any State agency location at which services are to be provided.

The Contractor's personnel shall be allowed only in areas where services are to be provided. The use of State telephones by the Contractor, its employees, or its sub-contractors 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 #2584-22, as described herein, and under the terms of this Contract.

It is the responsibility of the Contractor to maintain this contract and New Hampshire Vendor Registration with up to date contact information.

Contract specific contact information (Sales contact, Contractor contract manager, etc.) shall be sent to the State's Contracting Office listed in Box 1.9 of Form P-37.

Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at:

[https://das.nh.gov/purchasing/vendorregistration/\[S\(a0fzcv55qhaeqs45jpya5i45\)\]/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/[S(a0fzcv55qhaeqs45jpya5i45)]/welcome.aspx)

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.

**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.

**9. CONFIDENTIALITY & CRIMINAL RECORD**

If requested by the using agency, the Contractor and its employees, and Sub-Contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be submitted to the individual using agency prior to the start of any work.

Contractor Initials JRS  
Date 4/20/22



**EXHIBIT C  
METHOD OF PAYMENT**

**1. CONTRACT PRICE**

The Contractor hereby agrees to provide On Line Auction Services in complete compliance with the terms and conditions specified in Exhibit B from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

**2. PRICING STRUCTURE**

Bidders Premium: 7%  
Credit Card Fee: 3%

**PAYMENTS TERMS AND CONDITIONS:**

The State shall not be billed or charged any fees by the Vendor 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.

**EXHIBIT D**

RFB #2584-22 is incorporated here within.

Contractor Initials *JRS*  
Date *4/20/22*



# State of New Hampshire

## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that JAMES R. ST. JEAN AUCTIONEERS is a New Hampshire Trade Name registered to transact business in New Hampshire on January 06, 2009. 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: **606951**

Certificate Number: **0005759687**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 15th day of April A.D. 2022.

A handwritten signature in black ink, appearing to read "D. Scanlan", written over a horizontal line.

David M. Scanlan  
Secretary of State

# James R. St. Jean

A U C T I O N E E R S

April 20, 2022

Mathew Stanton  
State of New Hampshire  
Department of Administrative Services  
Bureau of Purchasing and Property  
25 Capitol Street, RM 102  
Concord, NH 03301

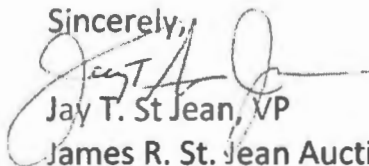
RE: Certificate of Vote/Authority

Dear Mathew,

This letter will serve as verification that James R. St. Jean is DBA as James R. St. Jean Auctioneers as Trade Name is registered to conduct business in the State of New Hampshire as sole-proprietorship. The sole proprietor is James R. St. Jean who has a home address of 25 Atlantic Avenue, North Hampton, NH 03862. Our Federal Tax ID # is 02-0442482. James R. St. Jean serves as President of the company and is the only individual authorized to sign on behalf of the business

If you have any questions or if I can be of additional assistance please do not hesitate to call.

Sincerely,

  
Jay T. St. Jean, VP  
James R. St. Jean Auctioneers

ON APRIL 20, 2022; BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED JAY T. ST. JEAN WHOSE NAME IS SUBSCRIBED, AND ACKNOWLEDGED THAT (S) HE EXECUTED IT.

  
NOTARY PUBLIC

**SUSAN E. HENNAS**  
NOTARY PUBLIC  
State of New Hampshire  
My Commission Expires  
February 3, 2026





STATE OF NEW HAMPSHIRE BID TRANSMITTAL LETTER

Date: 3/30/22

Company Name: JAMES R. ST JEAN AUCTIONEERS  
Address: AKA JSJ AUCTIONS  
45 EXETER ROAD  
EPPING, NH 03042

To: Point of Contact: Liz Moskalenko  
Telephone: (603)-271-3290  
Email: NH.Purchasing@das.nh.gov

RE: Bid Invitation Name: Online Auction Services  
Bid Number: 2584-22  
Bid Posted Date (on or by): 03/21/2022  
Bid Closing Date and Time: 03/30/2022 @ 11:15 AM (EST)

[Insert name of signor] JAY T. ST JEAN, on behalf of JAMES R. ST JEAN AKA JSJ AUCTIONS AUCTIONEERS [insert name of entity submitting bid (collectively referred to as "Vendor")] hereby submits an offer as contained in the written bid submitted herewith ("Bid") to the State of New Hampshire in response to BID # 2584-22 for Online Auction Services at the price(s) quoted herein in complete accordance with the bid.

Vendor attests to the fact that:

1. The Vendor has reviewed and agreed to be bound by the Bid.
2. The Vendor has not altered any of the language or other provisions contained in the Bid document.
3. The Bid is effective for a period of 180 days from the Bid Closing date as indicated above.
4. The prices Vendor has quoted in the Bid were established without collusion with other vendors.
5. The Vendor has read and fully understands this Bid.
6. Further, in accordance with RSA 21-I:11-c, the undersigned Vendor certifies that neither the Vendor nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):
  - a. Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
  - b. Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
  - c. Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
  - d. Is currently debarred from performing work on any project of the federal government or the government of any state;
  - e. Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
  - f. Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
  - g. Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
  - h. Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
  - i. Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
  - j. Has been placed on the debarred parties list described in RSA 21-I:11-c within the past year.

Authorized Signor's Signature Jay T St Jean Authorized Signor's Title VP

NOTARY PUBLIC/JUSTICE OF THE PEACE

COUNTY: Rockingham STATE: NH ZIP: 03042

On the 30 day of March, 2022, personally appeared before me, the above named Jay T St Jean, in his/her capacity as authorized representative of JAMES R. ST JEAN AKA JSJ AUCTIONS, known to me or satisfactorily proven, and took oath that the foregoing is true and accurate to the best of his/her knowledge and belief.

In witness thereof, I hereunto set my hand and official seal.

Susan E Hennas  
(Notary Public/Justice of the Peace)  
Susan E Hennas

My commission expires: June 30, 2026 (Date)

Form P37-A

Contractor Initials JS  
Date 3/30/22

**REQUEST FOR BID FOR ONLINE AUCTION SERVICES FOR  
THE STATE OF NEW HAMPSHIRE**

**PURPOSE:**

The purpose of this bid invitation is to establish a contract for Online Auction Services to the State of New Hampshire with services indicated in the SCOPE OF SERVICES and OFFER sections of this bid invitation, in accordance with the requirements of this bid invitation and any resulting contract.

**INSTRUCTIONS TO VENDOR:**

Read the entire bid invitation prior to filling it out. Complete the pricing information in the "Offer" section (detailed information on how to fill out the pricing information can be found in the "Offer" section); complete the "Vendor Contact Information" section; and finally, fill out, sign, and notarize page one of the bid invitation.

**BID SUBMITTAL:**

All bids shall be submitted on this form (or an exact copy), shall be typed or clearly printed in ink, and shall be received on or before the date and time specified on page 1 of this bid under "Bid Closing". Interested parties may submit a bid to the State of New Hampshire Bureau of Purchase and Property by **email to NH.Purchasing@DAS.NH.Gov**. All bids shall be clearly marked with bid number, date due and purchasing agent's name.

IF YOU ARE EXPERIENCING DIFFICULTIES EMAILING YOUR BID OR YOU WISH TO VERIFY THAT YOUR BID RESPONSE HAS BEEN RECEIVED, PLEASE CALL (603) 271-2201.

**BID INQUIRIES:**

Any questions, clarifications, and/or requested changes shall be submitted by an individual authorized to commit their organization to the Terms and Conditions of this bid and shall be received in writing at the Bureau of Purchase and Property no later than 4:00 PM on the date listed in the timeline below. Questions shall not be submitted to anyone other than the Purchasing Agent or his/her representative. Bidders that submit questions verbally or in writing to any other State entity or State personnel shall be found in violation of this part and may be found non-compliant.

Questions shall be submitted by E-mail to Liz Moskalenko at the following address:  
Elizabeth.A.Moskalenko@DAS.NH.Gov

Submissions shall clearly identify the bid Number, the Vendor's name and address and the name of the person submitting the question.

**BID DUE DATE:**

All bid submissions shall be received at the Bureau of Purchase and Property no later than the date and time shown on the transmittal letter of this bid. Submissions received after the date and time specified shall be marked as "Late" and shall not be considered in the evaluation process.

All offers shall remain valid for a period of one hundred eighty (180) days from the bid due date. A vendor's disclosure or distribution of bids other than to DAS, Bureau of Purchase and Property may be grounds for disqualification.

**ADDENDA:**

In the event it becomes necessary to add to or revise any part of this bid prior to the scheduled submittal date, the NH Bureau of Purchase and Property shall post on our web site any Addenda. Before your submission and periodically prior to the RFB closing, Vendors are required to **check the site for any addenda** or other materials that may have been issued affecting the bid. The web site address is:

<https://apps.das.nh.gov/bidscontracts/bids.aspx>

**TIMELINE:**

The timeline below is provided as a general guideline and is subject to change. Unless stated otherwise, consider the dates below a "no later than" date.

03/21/2022	Bid Solicitation distributed on or by
03/25/2022	Last day for questions, clarifications, and/or requested changes to bid
03/30/2022	11:15 AM (EST) Bid Closing
07/01/2022	Implementation of Contract

**TERMS OF SUBMISSION:**

All material received in response to this bid shall become the property of the State and shall not be returned to the Vendor. Regardless of the Vendors selected, the State reserves the right to use any information presented in a bid response. The content of each Vendor's bid shall become public information once a contract(s) has been awarded.

A responding bid that has been completed and signed by your representative shall constitute your company's acceptance of all State of New Hampshire terms and conditions and shall legally obligate your company to these terms and conditions.

A signed response further signifies that from the time the bid is published (bid solicitation date and time) until a contract is awarded, no bidder shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who shall select, evaluate, or award the RFB.

Furthermore, a signed response signifies that any terms and/or conditions that may be or have been submitted by the Vendor are specifically null and void and are not a part of this bid invitation or any awarded purchase order, even if said terms and/or conditions contain language to the contrary.

The form P-37 Contract attached hereto shall be part of this bid and the basis for the contract(s). The successful Vendor and the State, following notification, shall promptly execute this contract form, which is to be completed by incorporating the service requirements and price conditions established by the vendor's offer.

CHAPTER ADM 600 PROCUREMENT AND PROPERTY RULES APPLY TO AND ARE MADE A PART HEREOF.

Complete bids shall be filled out on the original documents and format that are a part of this bid invitation. Vendors may submit additional paperwork with pricing, but all pricing shall be on the documents provided with this bid invitation and in the State's format.

**CONTRACT TERM:**


The term of the contract shall commence on July 1, 2022 or upon approval of the Governor and Executive Council, whichever is later, through June 30, 2025, a period of approximately three (3) years.

The contract may be extended for an additional two (2) one-year extensions thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the successful Vendor and the State with the approval of the Commissioner of the Department of Administrative Services. The maximum term of the contract (including extensions) shall not exceed five (5) years.

**CONTRACT AWARD:**

The award shall be made to the responsible Vendor meeting the criteria established in this RFB and providing the lowest cost in total. The State reserves the right to reject any or all bids or any part thereof. If an award is made, it shall be in the form of a State of New Hampshire Contract.

Successful Vendor shall not be allowed to require any other type of order, nor shall the successful Vendor be allowed to require the filling out or signing of any other document by State of New Hampshire personnel.

Contractor Initials   
Date 3/30/22



**NOTIFICATION AND AWARD OF CONTRACT(S):**

Bid results shall not be given by telephone. For Vendors wishing to attend the bid closing, the names of the vendors submitting responses and pricing shall be made public. Other specific response information shall not be given out. Bid results shall be made public after final approval of the contract(s).

**Bid results may also be viewed on our website at <https://apps.das.nh.gov/bidscontracts/bids.aspx>.**

For Vendors wishing to attend the bid closing: **Names of the Vendors submitting responses and pricing shall be made public. In lieu of in person public bid openings the State shall conduct openings via electronic means until further notice.**

**LIABILITY:**

The State shall not be held liable for any costs incurred by Vendors in the preparation of bids or for work performed prior to contract issuance.

**PUBLIC DISCLOSURE OF BID OR PROPOSAL SUBMISSIONS:**

Generally, the full contents of any bid or proposal (including all materials submitted in connection with it, such as attachments, exhibits, addenda, and vendor presentations) become public information upon completion of final contract or purchase order negotiations with the selected vendor. Certain information concerning bids or proposals, including but not limited to pricing or scoring, is generally available to the public even before this time, in accordance with the provisions of NH RSA 21-G: 37.

To the extent consistent with applicable state and federal laws and regulations, as determined by the State, including, but not limited to, NH RSA Chapter 91-A (the "Right-to-Know" Law), the State shall, after final negotiations with the selected vendor are complete, attempt to maintain the confidentiality of portions of a bid or proposal that are clearly and properly marked by a bidder as confidential. Any and all information contained in or connected to a bid or proposal that a bidder considers confidential shall be clearly designated in the following manner:

**If the bidder considers any portion of a submission confidential, they shall provide a separate copy of the full and complete document, fully redacting those portions by blacking them out and shall note on the applicable page or pages of the document that the redacted portion or portions are "confidential."** Use of any other term or method, such as stating that a document or portion thereof is "proprietary", "not for public use", or "for client's use only", is not acceptable. In addition to providing an additional fully redacted copy of the bid submission to the person listed as the point of contact on Page one (1) of this document, the identified information considered to be confidential must be accompanied by a separate letter stating the rationale for each item designated as confidential. In other words, the letter must specifically state why and under what legal authority each redaction has been made. Submissions which do not conform to these instructions by failing to include a redacted copy (if required), by failing to include a letter specifying the rationale for each redaction, by failing to designate redactions in the manner required by these instructions, or by including redactions which are contrary to these instructions or operative law may be rejected by the State as not conforming to the requirements of the bid or proposal. The State will generally assume that a bid or proposal submitted without an additional redacted copy contains no information which the bidder deems confidential. Bids and proposals which contain no redactions, as well as redacted versions of submissions that have been accepted by the State, may be released to the public, including by means of posting on State web sites.

The State shall have no obligation to maintain the confidentiality of any portion of a bid, proposal or related material, which is not marked in accordance with the foregoing provisions. It is specifically understood and agreed that the bidder waives any claim of confidentiality as to any portion of a response to this RFB or RFP that is not marked as indicated above, and that unmarked (or improperly marked) submissions may be disseminated to any person, without limitation. Marking an entire bid, proposal, attachment or full sections thereof confidential without taking into consideration the public's right to know shall neither be accepted nor honored by the State.

Notwithstanding any provision of this request for submission to the contrary, proposed pricing shall be subject to public disclosure REGARDLESS of whether or not marked as confidential.

If a request is made to the State by any person or entity to view or receive copies of any portion of a proposal and if disclosure is not prohibited under NH RSA 21-G:37 or any other applicable law or regulation, bidders acknowledge

and agree that the State may disclose any and all portions of the proposal or related materials which is not marked as confidential. In the case of bids, proposals or related materials that contain portions marked confidential, the State shall assess what information it believes is subject to release; notify the bidder that the request has been made; indicate what, if any, portions of the proposal or related material shall not be released; and notify the bidder of the date it plans to release the materials. The State is not obligated to comply with a bidder's designation regarding confidentiality. The State shall have no obligation to advise a bidder that an individual or entity is attempting to electronically access, or has been referred to, materials which have been made publicly available on the State's web sites.

By submitting a bid or proposal, the bidder agrees that unless it obtains and provides to the State, prior to the date specified in the notice described in the paragraph above, a court order valid and enforceable in the State of New Hampshire, at its sole expense, enjoining the release of the requested information, the State may release the information on the date specified in the notice without any liability to the bidder.

Notwithstanding NH RSA 91-A:4, no information shall be available to the public, or to the members of the general court or its staff concerning specific responses to this bid invitation from the time this bid is published until the closing date for responses.



**TERMINATION:**

The State of New Hampshire shall have the right to terminate the contract at any time with written notice to the successful Vendor a thirty (30) day written notice.

**VENDOR CERTIFICATIONS:**

All Vendors shall be duly registered as a vendor authorized to conduct business in the State of New Hampshire.

**STATE OF NEW HAMPSHIRE VENDOR APPLICATION:** Prior to bid award, Vendors shall have a completed **VENDOR CERTIFICATIONS:**

All Vendors shall be duly registered with the NH Bureau of Purchase and Property as State of New Hampshire vendors. All Vendors that are corporations, limited liability companies, or other limited liability business entities (this excludes sole proprietors and general partnerships) shall be duly registered with the New Hampshire Secretary of State to conduct business in the State of New Hampshire.

- **STATE OF NEW HAMPSHIRE VENDOR APPLICATION:** To be eligible for a contract award, a Vendor must have a completed Vendor Application Package on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee: <https://DAS.NH.Gov/Purchasing>)
- **NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION:** To be eligible for a contract award, a Vendor that is a corporation, limited liability company, or other limited liability business entity (this excludes sole proprietors and general partnerships) must be registered to conduct business in the State of New Hampshire **AND** in good standing with the NH Secretary of State. Please visit the following website to find out more about the requirements for registration with the NH Secretary of State: <https://sos.nh.gov/corporation-division/>
- **CONFIDENTIALITY & CRIMINAL RECORD:** If Applicable, any employee or approved subcontractor of the Vendor who will be accessing or working with records of the State of New Hampshire shall be required to sign a Confidentiality and Non-Disclosure Agreement and a Release of Criminal Record Authorization Form. These forms shall be returned to the designated State agency prior to commencing any work.
- **CERTIFICATE OF INSURANCE:** Prior to being awarded a contract the Vendor shall be required to submit proof of comprehensive general liability insurance coverage prior to performing any services for the State. The coverage shall insure 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. Coverage shall also include State of New Hampshire workers' compensation insurance to the extent required by RSA Chapter 281-A.

**BID PRICES:**

Bid percentage shall remain firm for the entire contract period. If applicable shall include all other costs required by this bid invitation. Special charges, surcharges (including credit card transaction fees), or fuel charges of any kind (by whatever name) may not be added on at any time. Any and all charges **shall be built into your bid** at the time of the bid.

Per Administrative Rule 606.01 (e) "if there is a discrepancy between the unit price and the extension price in a response to an RFP, RFB or RFQ, the unit price shall be binding upon the vendor".

Updated Published Price List MUST be e-mailed to [Elizabeth.A.Moskalenko@DAS.NH.Gov](mailto:Elizabeth.A.Moskalenko@DAS.NH.Gov).

**AUDITS AND ACCOUNTING:**

The successful Vendor shall allow representatives of the State of New Hampshire to have complete access to all records for the purpose of determining compliance with the terms and conditions of this bid invitation and in determining the award and for monitoring any resulting contract.

At intervals during the contract term, and prior to the termination of the contract, the successful Vendor may be required to provide a complete and accurate accounting of all service ordered by each agency and institution and by political sub-divisions.



**ESTABLISHMENT OF ACCOUNTS:**

Each State of New Hampshire agency shall have its own individual bidder account number. There may also be instances where divisions or bureaus within an agency will need their own individual bidder account numbers. Should any State of New Hampshire agency place an order under the contract, the successful Vendor agrees to establish an account within three business days from the date the order is placed. However, there shall be no delay in any service; the agency shall receive the services ordered in accordance with the delivery time required under this bid invitation, as if an account already exists for the agency.

**PAYMENTS TERMS AND CONDITIONS:**

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

The Vendor 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 Vendor.

- a. The Vendor 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 Vendor within five (5) business days of the Vendor's receipt of such information.
- d. The Vendor shall retain applicable commission fees in accordance with the winning bidder's fee as described herein.

**VENDOR RESPONSIBILITY:**

The successful Vendor shall be solely responsible for meeting all terms and conditions specified in the bid, and any resulting contract.

All State of New Hampshire bid invitations and addenda to such bid invitations are advertised on our website at: <https://apps.das.nh.gov/bidscontracts/bids.aspx>

It is a prospective Vendor's responsibility to access our website to determine any bid invitation under which the Vendor desires to participate. It is also the Vendor's responsibility to access our website for any posted addenda.

The website is updated several times per day; it is the responsibility of the prospective Vendor to access the website frequently to ensure that no bidding opportunity or addendum is overlooked.

It is the prospective Vendor's responsibility to forward a signed copy of any addendum requiring the Vendor's signature to the Bureau of Purchase and Property with the bid response.

In preparation of a bid response, the prospective Vendor shall:

- Provide pricing information as indicated in the "Offer" section; and
- Provide all other information required for the bid response (if applicable); and
- Complete the "Vendor Contact Information" section; and
- Add applicable prospective Vendor information to the "Transmittal Letter" form, and sign the form in the space provided. The Transmittal Letter form must be signed under oath and acknowledged by a notary public or justice of the peace in order for the bid response to be considered.

It is the responsibility of the Vendor to maintain this any awarded contract and New Hampshire Vendor Registration with up to date contact information.

Contract specific contact information (Sales contact, Contractor contract manager, etc.) shall be sent to the State's Contracting Office listed in Box 1.9 of Form P-37.

Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at: [https://das.nh.gov/purchasing/vendorregistration/\(\\$\[a0fzcv55qhaeqs45jpyq5i45\]\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/($[a0fzcv55qhaeqs45jpyq5i45])/welcome.aspx)

**IF AWARDED A CONTRACT:**

The successful Vendor shall complete the following sections of the attached Agreement State of New Hampshire Form #P-37:

- Section 1.3 Contractor Name
- Section 1.4 Contractor Address
- Section 1.11 Contractor Signature
- Section 1.12 Name & Title of Contractor Signatory (if Vendor is not a sole proprietor)

- Provide certificate of insurance indicating the coverage amounts required by Section 14 of the Form Number P-37.
- Provide proof of sufficient workers' compensation insurance coverage or evidence of exemption from RSA Chapter 81-A.
- If the successful Vendor is a corporation, limited liability company, or other limited liability business entity, then provide a certificate of good standing issued by the NH Secretary of State or, for a newly incorporated, formed, or registered entity, a copy of the appropriate registration document certified by the NH Secretary of State.

**SPECIFICATIONS:**

Complete specifications required are detailed in the **SCOPE OF SERVICES** section of this bid invitation. In responding to the bid invitation, the prospective Vendor shall address all requirements for information as outlined herein.

**SITE VISITATION:**

Prior to bidding, it is each Vendor's responsibility to become thoroughly familiar with the sites of the intended service, to determine everything necessary to accomplish the services. Failure of the Vendor to make a site visit does not relieve the Vendor of responsibility to fully understand what is necessary to accomplish a successful and complete services.

**SCOPE OF SERVICES:**

Vendor shall supply all labor, tools, transportation, materials, equipment and permits as necessary and required to perform services as described herein.

**INTRODUCTION:**

The State of New Hampshire is soliciting bids from qualified Vendors to provide auction services, for online sales of State surplus property. The Department of Administrative Services, Bureau of Purchase and Property, State Surplus Property annual online auction sales volume was \$250,000.00. This figure is given only for historical information and not guaranteed annual sales. Material available for these sales typically include items such as used furniture, equipment and vehicles, including computers, laptops, cameras, tools, jewelry, desks, chairs, filing cabinets, dump trucks, SUVs, compact cars, etc.

**REQUIREMENTS:**

The successful Vendor must be able to satisfy all of these requirements identified in this bid document to be deemed compliant. The State may require the Vendor to provide supporting documentation that demonstrates the ability to meet these requirements. If the State determines the supporting documentation does not demonstrate the ability, the Vendor will be considered non-compliant.

**1. EXPERIENCE & LICENSED:**

- a. The Vendor 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

- b. Per RSA 311-B:13 the requirement of holding a New Hampshire Auctioneers License to host online auctions will not be required for the resulting contract.

**RSA 311-B:13, VI** Any auction conducted over the Internet shall be exempt from the requirements of this chapter.

**Source:** 1969, 469:1. 1987, 274:8. 2010, 291:12, eff. Jan. 1, 2011. 2018, 116:1, eff. July 28, 2018.

**2. SERVICE:**

- a. The Vendor shall provide and maintain all the software and hardware that manages the online auction system.
- b. The State and the Vendor will make a mutual decision for each individual lot on which party shall 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 Vendor's 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 list specific times for public viewing and different times for pick-up of the equipment;
- d. The successful Vendor 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 Vendor shall provide bidder 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 bidder 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 Vendor 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.
- g. The successful Vendor shall provide proof/documentation of all marketing efforts, e.g., copies of print advertisements, schedules of radio or television spots, etc., to the State. The successful Vendor shall, upon request by the State, provide advertising services for unique or high value property.
- h. The successful Vendor shall be responsible for securing all necessary licenses, certifications and permits, if any, for selling the State's surplus property over the Internet.
- i. A web link will be placed on the State's web site to direct bidders to the successful Vendor's auction site.



**3. SYSTEM REQUIREMENTS:**

- a. The successful Vendor'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:
  - The State reserves the right to reject any and all bids. When a buyer defaults on his/her bid, the successful Vendor's software shall have the capability of disallowing (banning) that person from bidding on future State equipment.
  - 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 Vendor shall require the bidder to agree to the State's Terms and Conditions before placing a bid.
- e. The successful Vendor'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 Vendor and the State.
- f. Cosmetic or design changes (planned downtime) to the successful Vendors web site by, or on behalf of the Vendor, shall not interfere with or disrupt any of the State's online auctions, or cause any disruption with any State webpage(s), without prior written consent of the State.
- g. Failure by the successful Vendor 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.
- h. The successful Vendor 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.
  - 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.
- b. 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.

**5. TRAINING:**

- a. The successful Vendor 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.

- b. The successful Vendor 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 Vendor 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 Vendor 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 sale amount of the day of the auction.
- c. The successful Vendor shall provide the State, or any authorized agents, access to any records necessary to determine contract compliance. In addition, the Vendor 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 Vendor 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 Vendor shall provide, at its location, complete and secure data storage for all inventory items and transaction information. The Vendor shall provide electronic archival data as requested, and shall maintain a comprehensive backup and disaster recovery plan.
- e. The Successful vendor shall provide the State with complete records of all transactions that were canceled or remain unsold.

**7. BIDDER PAYMENTS:**

- a. After an electronic award has been made, the Vendor shall be responsible for receipt of all bidder payments.
- b. The Vendor 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 Vendor shall be responsible for all monies collected, for all sale prices announced and recorded and shall assume all liability for handling the same.
- c. The Vendor shall accept credit/debit cards as full payment for property purchased. When accepting credit/debit payments, the vendor will do so at its own expense. The State shall *not be responsible for credit/debit card fees* The Contractor shall charge a maximum buyer fee of 8%, a maximum credit card fee of 3%, and the Contractor shall be responsible to reimburse the State 4.5% of the selling price of municipal, non-profit, court ordered, and other miscellaneous property. If necessary, the Vendor may also accept other payments from bidders (i.e.: wire transfers from 3<sup>rd</sup> party), in order to complete the transaction. **The State will not collect payments from bidders.** The Vendor will be responsible for handling all payments in whatever manner they are made.
- d. If products are sold into another State in which sales tax collection is required, the awarded vendor shall not collect and remit other state sales' taxes. It is the responsibility of the respective buyer to address any tax implications imposed by their respective states.

- e. The bidder will have no more than ten (10) calendar days, after the end of the auction to **pay for** all items that were awarded. The bidder 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 bidder. The State will notify the Vendor if such extensions are granted.
- f. The Vendor 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.
- g. After the bidder has paid for the property, the successful Vendor shall send a bidder receipt/property release form by e-mail to the State. The design and layout of the bidder 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. Bidder 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 Vendor)
  - 9. Description of purchased property (shall include quantity and all identifying mark(s) as supplied by the State to the Vendor)
  - 10. Price paid by the bidder for the item(s)
  - 11. Date the bidder paid for the item(s)
- h. The State shall prepare all sales documents (titles and/or bills of sale) as the bidder receipt/property release forms are received from the Vendor. These documents shall be completed based on the information supplied on the bidder receipt/property release form. After the property has been picked up, the State shall notify the Vendor stating that the property has been removed from the sales location. This notification shall contain the date that the property was removed.
- i. If the bidder has not removed their property within the time frame set by the State for the item, the Vendor 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:**

- a. The Vendor'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 Vendor. There shall be no commissions or listing fees charged to the State by the Vendor on any items that are listed on the Vendor's site.

**9. PAYMENTS: TERMS AND CONDITIONS:**

- a. The State shall not be billed or charged any fees by the Vendor for any of the requested services of this contract.
- b. The Vendor 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 Vendor.



- c. The Vendor 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.
- d. The State, at its discretion, may modify the information requirements of the activity report.
- e. The State shall confirm the auction settlement. Any discrepancy in accounting shall be announced in writing, and shall be remedied by the Vendor within five (5) business days of the Vendor's receipt of such information.
- f. The Vendor shall retain applicable commission fees in accordance with the winning bidder's fee as described herein.

**10. PCI-DSS:**

The Vendor 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 Vendor 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 Vendor will continue to maintain the highest level of PCI compliance, PCI-DSS Level 1. The Vendor will continue to undertake an annual PCI-DSS Level 1 reassessment with a council approved qualified assessor (QSA). The Vendor will continue to provide the Attestation of Compliance to the State on an annual basis.

The Vendor 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 Vendor's notification to the State be later than one (1) business day after Vendor 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.

**Additional Requirements:**

Unless otherwise stated in the Scope of Services, all services performed under this Contract shall be performed between the hours of 8:00A.M. and 3:00 P.M. for State business days, unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges shall be paid for any off-hour work.

The Vendor shall not commence work until a conference is held with The State of New Hampshire's Department of Administrative Services Surplus Division at which representatives both the Vendor and the State are present. The conference shall be arranged by the requesting The State of New Hampshire's Department of Administrative Services Surplus Division.

The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Vendor's employees, equipment or supplies. The Vendor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Vendor 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 Vendor.

The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Vendor 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 Vendor 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 Vendor'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, please include 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.

**OBLIGATIONS AND LIABILITY OF THE VENDOR:**

The successful Vendor shall perform all work and furnish all materials, tools, equipment and safety devices necessary to perform the requested services in the manner and within the time hereinafter specified. The Vendor shall provide said services to the satisfaction of the State and in accordance with the specifications and at the price set forth herein. All work to be performed and all equipment to be furnished pursuant to the Scope of Services included herein shall be performed and furnished in strict accordance with the specifications included herein, the terms of any contract awarded as a result of this solicitation, any associated contract drawings, and the directions of State representatives as may be given from time to time while the work is in progress.

The successful Vendor shall take full responsibility for the work to be performed pursuant to the Scope of Services included herein; for the protection of said work; and for preventing injuries to persons and damage to property and utilities on or about said work. The Vendor shall in no way be relieved of such responsibility by any authority of the State to give permission or issue orders relating to any part of the work, by any such permission given or orders issued, or by any failure of the State to give such permission or issue such orders. The successful Vendor shall bear all losses accruing to the Vendor as a result of the amount, quality, or character of the work required, or because the nature or characteristics of the work location is different from what the Vendor estimated or expected, or due to delays or other complications caused by the weather, elements, or other natural causes.

The successful Vendor agrees that any damage or injury to any buildings, materials, equipment, or other property resulting from the Vendor's performance of the requested services shall be repaired at the Vendor's own expense so that such buildings, materials, equipment, or other property are satisfactorily restored to their prior condition.

**OFFER:**

Vendor hereby offers to perform the services to the State of New Hampshire as specified percentage quoted below, in complete accordance with general and detailed specifications included herewith.

**See Attached Offer Sheet**

**VENDOR CONTACT INFORMATION:**

Please provide contact information below for a person knowledgeable of and who can answer questions regarding, this bid response.

JAY T. ST. JEAN  
Contact Person

(603) 734-4348  
Local Telephone Number

(800) 639-1810  
Toll Free Telephone Number

jay@jsjauctions.com  
Email Address

www.jsjauctions.com  
Company Website

JAMES R. ST JEAN AUCTIONEERS  
Vendor Company Name AKA JSJACTIONS

45 EXETER ROAD, EPPING, NH 03042  
Vendor Address

If required, please see NH District Map for clarifications.

<https://www.nh.gov/dot/org/operations/highwaymaintenance/documents/DistrictEngineersMap-August2015.pdf>

**Note: To be considered, bid shall be signed and notarized on front cover sheet in the space provided.**

**The Bid Opening is open to the public online at the following:**

Microsoft Teams meeting

**Join on your computer or mobile app**

[Click here to join the meeting](#)

**Or call in (audio only)**

+1 603-931-4944, 879526940# United States, Concord

Phone Conference ID: 879 526 940#

[Find a local number](#) | [Reset PIN](#)

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**STATE OF NEW HAMPSHIRE**  
**DIVISION OF PROCUREMENT AND SUPPORT SERVICES**  
**BUREAU OF PURCHASE AND PROPERTY**  
**STATE HOUSE ANNEX**  
**25 CAPITOL STREET**  
**CONCORD, NEW HAMPSHIRE 03301-6398**

DATE OF CHANGE: 3/28/2022

**ADDENDUM # 01 TO BID INVITATION #2584-22**

**DATE OF BID CLOSING:** 03/30/2022

**TIME OF BID CLOSING:** 11:00 AM (EST)

**FOR:** OnLine Auctions

**CLARIFICATIONS:**

**1. What types of assets and volume do you expect for this contract?**

Response: The State of NH processes surplus state agency property (desks; chairs; equipment; vehicles; a vast array of specialty items) and airport (TSA) lost & found / gate abandoned items (clothes; jewelry; tools). Assets that may be listed through the online auction contract vary widely. The volume of assets, in number of listings, would average 4 per week, or 408 for the year. The value of these items may range from under \$100 to above \$50,000.

**2. Would NH-DAS entertain a response with variations to the requirements on process as laid out in this RFP? for example, frequency of payments, bidding type (static vs. dynamic), credit card processing fees, etc.**

Response: This is not a proposal, rather a straight bid where the Vendors must agree to the State's scope of work requirements. If there is a request to change any of requirements they must be specifically asked, defined, and emailed to the purchasing agent noted on the bid during the Q&A period. A submission with alternative scope of work would be considered non-compliant. All potential bidders need to see the requested change and State response.

**3. If so, what is the recommended format & location for these variations to be further explained?**

Response: See response noted in Vendor Question 2.

**4. What are the terms and conditions the State requires for bidders as noted on Page 10, Item #3d?**

Response: Please see Bid 2584-22 Page 8 of 19 "IF AWARDED A CONTRACT" for direction to Terms and Conditions (note in "SAMPLE FORM TO BE COMPLETED UPON AWARD" on pages 16 of 19 through 19 of 19)

**5. How often does the current incumbent typically provide the requested processing services (i.e., Taking photos, writing descriptions, and data entry into the web platform)?**

Response: The vendor provides processing services as often as NH Surplus staff needs/requests. There is no way to estimate the frequency staff has needed (COVID constraints) assistance during the present contract, nor can this need be quantified for the next contract because the needs vary depending upon the types and number of items listed.

**6. Page 6 under BID PRICES - It states that Special charges, surcharges (including credit card transaction fees), may not be added on at any time. Does this mean that the credit card fee cannot change throughout the contract or does it mean it cannot be charged at all?**

Response: This means that the credit card fee cannot change throughout the contract. What the awarded Vendor bids for the credit card fee will be fixed for the term of the contract.

**7. Page 9 under SERVICE. Relative to "The successful Vendor shall, upon request by the State..." If the State requests advertising for unique or high value property who bears the cost of said advertising?**

Response: The successful Vendor shall bear the costs of advertising.

8. Page 11 under BIDDER PAYMENTS. It states "The State shall not responsible for credit/debit card fees. The contractor shall charge a maximum buyer fee of 8%, a maximum credit card fee of 3%.....This seems to be verblage taken from the live auction contract and is in direct conflict with the terms listed under BID PRICES on Page 6. Is it possible that this was in error?

Response:

**CURRENTLY READS AS:**

c. The Vendor shall accept credit/debit cards as full payment for property purchased. When accepting credit/debit payments, the vendor will do so at its own expense. The State shall not be responsible for credit/debit card fees The Contractor shall charge a maximum buyer fee of 8%, a maximum credit card fee of 3%, and the Contractor shall be responsible to reimburse the State 4.5% of the selling price of municipal, non-profit, court ordered, and other miscellaneous property. If necessary, the Vendor 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 Vendor will be responsible for handling all payments in whatever manner they are made.

**CHANGE TO READ:**

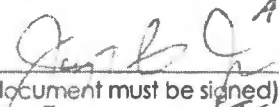
c. The Vendor shall accept credit/debit cards as full payment for property purchased. The State shall not be responsible for credit/debit card fees, this fee shall be the responsibility of the winning bidder. The successful Vendor shall charge a maximum buyer fee and a maximum credit card fee awarded from The Offer Section. If necessary, the Vendor 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 Vendor will be responsible for handling all payments in whatever manner they are made.

**PURCHASING AGENT:** Liz Moskalenko

**E:Mail:** [NH.Purchasing@das.nh.gov](mailto:NH.Purchasing@das.nh.gov)

**NOTE:** ALL CHANGES TO BID SOLICITATION NOTED IN ADDENDUMS WILL SUPERSEDE PREVIOUSLY SUBMITTED DOCUMENTS AND MUST BE SUBMITTED WITH THE BID. ALL OTHER SPECIFICATIONS REMAIN UNCHANGED AND VALID.

BIDDER JAMES R ST-JEAN AUCTIONS ADDRESS 45 EXETER ROAD  
AKA JSSAUCTIONS

BY  EPPING, NH 03042  
 (this document must be signed)

JAY T. ST JEAN TEL. NO. (603) 734-4348  
 (please type or print name)

Please visit: <https://das.nh.gov/purchasing/vendorresources.aspx> (click on "Bid and Proposals") for complete bid and addendums.

	Spend Amount for Calculation Purposes Only	Bidder's Premium % (both fields must match)	Credit Card Fee %	Total Bidders Premium	Total Fee for Credit Card Payment
Annual payment check/ACH	\$240,000.00	7.0%		\$16,800.00	
Annual payment credit card	\$60,000.00	7.0%	3.0%	\$4,200.00	\$1,926.00
<b>TOTAL ANNUAL COST:</b>					<b>\$22,926.00</b>