



LINDA M. HODGDON
Commissioner
(603) 271-3201

State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
OFFICE OF THE COMMISSIONER
25 Capitol Street – Room 120
Concord, New Hampshire 03301

13B *Sm*

JOSEPH B. BOUCHARD
Assistant Commissioner
(603) 271-3204

February 19, 2013

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Administrative Services, Bureau of Purchase and Property, to enter into a contract with Auctions International Inc., 11167 Big Tree Road, E. Aurora, NY 14052 (Vendor No. 230430), free of charge to the State, for a three year contract, for the administration of online auction services in the capacity of an intermediary and administrator for the sales and financial processing of surplus property. The term shall be for three years beginning with Governor and Council approval and ending on January 31, 2016.

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

State Surplus Management holds semi-annual live auctions in addition to selling surplus property via the White Farm. This contract was sought in order to achieve efficiencies related to: creating a more transparent process, removing geographical limitations of live auctions, increasing the number of auctions, disposing of excess inventory more expeditiously and setting reserves. These efficiencies should provide the opportunity for cost savings and increased sales.

On April 3, 2012, the Bureau issued a request for bid ("RFB") for online auction services. On May 18, 2012, two compliant bids were received. Bids were evaluated on the basis of the bidders' fixed fee percent to online auction bidders; of which Auctions International Inc. offered the lowest percentage. No fees shall be assessed to the State of New Hampshire; rather the fixed fee percentage will be added to the final price of the sale of the surplus property. Attached are copies of the evaluation of the compliant bids and the list of the bidders that were contacted regarding this RFB. An advertisement was placed in a statewide newspaper and the bid was also posted on the Purchase & Property website.

Her Excellency, Governor Margaret W. Hassan
and the Honorable Council

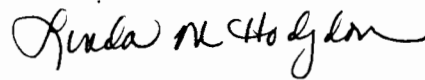
February 19, 2013

Page 2 of 2

This will be the first contract the State has established for online auction services; therefore initially only select items will be auctioned via the online auction services. It is envisioned that the online auction services will provide significant benefits for all state agencies and will improve the efficiency and effectiveness of selling and monitoring the sale of surplus property for the New Hampshire state government.

Based on the foregoing, I am respectfully recommending approval of the contract with Auctions International Inc.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Linda M. Hodgdon". The signature is fluid and cursive, with the first name "Linda" being the most prominent.

Linda M. Hodgdon
Commissioner

STATE OF NEW HAMPSHIRE
Bureau of Purchase and Property
Bid 1416-12
5/18/12 @ 1:30

Auction Services - For online sales of State Surplus Property
Statewide Contract

	TOTAL
Auctions International	7.00%
Lone Star Auctioneers, Inc	12.50%

Indicates award made to this bidder	
-------------------------------------	--

**Online Auction Services Contract
Bid # 1416-12**

The following is a list of vendors who were notified of the bid solicitation:

- Atlantic Auction
- Auctions International
- E-Bay
- Gov Deals
- Latitude Subrogation Services
- Lonestar Auctioneers
- Minici-Bid
- Public Group

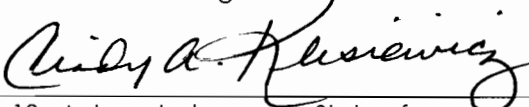
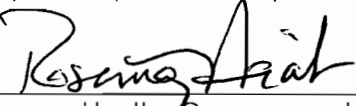
Subject:

AGREEMENT FOR ONLINE AUCTION SERVICES

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name State of New Hampshire Administrative Services		1.2 State Agency Address State House Annex, Room 102 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name Auctions International Inc.		1.4 Contractor Address 11167 Big Tree Road, E. Aurora, NY 14052	
1.5 Contractor Phone Number:	1.6 Account Number N/A	1.7 Completion Date 1/31/16	1.8 Price Limitation \$0.00
1.9 Contracting Officer for State Agency Melanie Carraher		1.10 State Agency Telephone Number (603)-271-3146	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory CINDY A. KLISIEWICZ PRESIDENT	
1.13 Acknowledgement: State of _____, County of _____ On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]		JASON M. CARLIN No. 01CA6126443 Notary Public, State of New York Qualified in Erie County My Commission Expires 05/09/2013	
1.13.2 Name and Title of Notary or Justice of the Peace NOTARY PUBLIC STATE OF NEW YORK			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Linda M. Hodgdon, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: 3-4-13			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

Contractors Initials 
Date 1/31/13

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached AGREEMENT FOR ONLINE AUCTION SERVICES, which is incorporated herein by reference and attached as Exhibit A ("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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining

compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

8.2.2 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

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

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

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

bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

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

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

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

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

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

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

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

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

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

5 of 15
Contractors Initials gab
Date 1/3/13

EXHIBIT A

AGREEMENT FOR ONLINE AUCTION SERVICES

1. PARTIES:

This Contract is entered into by and between the State of New Hampshire, Department of Administrative Services, (hereinafter referred to as "the State"), whose address is 25 Capitol Street, Concord, NH 03301, and Auctions International Inc. (hereinafter referred to as the "Contractor"), whose address and phone number are:

AUCTIONS INTERNATIONAL INC.
11167 BIG TREE ROAD
E. AURORA, NY 14052

THE PARTIES AGREE AS FOLLOWS:

2. EFFECTIVE DATE, DURATION

This contract shall take effect on January 1, 2013 or upon Governor and Council Approval of said contract, whichever is later (the "effective date"). This contract shall terminate January 31, 2016 unless terminated earlier in accordance with the terms of this contract, see Section 6 below.

3. SERVICES

In addition to the requirements set forth within those documents referenced in Section 13 below, and hereby incorporated by reference, the Contractor agrees to execute online surplus property auctions and to provide the following services, at no cost to the State of New Hampshire:

3.1 Account Management. The Contractor shall provide administrative account management in support of the online auction services by appointing an account manager who shall assume overall responsibility for the coordination of all contract issues.

3.2 System Requirements. The Contractor shall provide, at minimum, the following required functionalities:

- The State shall have the ability to determine the format of how lots are created, minimum acceptable bids, bid increment amounts, terms of sale and control all timeframes for all items in regards to disposal phases and auction particulars;
- Search features 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;
- All property offered for sale on the public auction site will be available at all times without requiring the viewer to be registered, however in order to place a bid, the general public shall register on-line through the Contractor's online auction system. No offers shall be accepted, by anyone not properly registered and in good standing with the Contractor and the State, for any posted auction;
- Provide real-time monitoring of the auction in progress;

6 of 15
Contractors Initials PAK
Date 1/31/13

- Require the bidders to agree to the State's Terms and Conditioner's before placing a bid. The terms and conditions shall be provided to the Contractor upon award of this contract.

3.3 Customer Support. The Contractor shall provide customer support service to the State of New Hampshire to post and manage online surplus property auctions, inquiries involving accounts and support in general of all aspects of online auctions. At a minimum, the customer support service must be provided by skilled technicians who are proficient in the English language and include a toll free telephone line for assistance that arise during the course of a regular business day between the hours of 8 a.m. to 5 p.m., Monday through Friday.

3.4 Training. The Contractor shall provide training and associated materials for State staff that details the use of the online auction platform and/or account controls and assists the relevant staff. This training must be provided upon request by the State, and, at a minimum, at contract implementation and then annually during the entire term of the contract. In addition, the Contractor shall notify the State and provide training any time there is a major software upgrade. All live training shall be conducted in locations designated by the State.

At a minimum training shall include:

- Familiarization with the nature and operation of the Contractor's online auction system
- Guidance in the postings of assets
- Procedures for taking and posting pictures of assets

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

3.5 Management Reports. The Contractor shall provide the State with monthly customized auction sales reports, throughout the duration of the contract. These reports shall be available in an electronic format compatible with Microsoft Office products. The Contractor shall make representatives available over the phone or in person to work with the State in tailoring reports to meet its needs. At a minimum reports shall be capable of conveying the following data:

- Identification of each item sold and/or the State's inventory control number (if provided by the State during the posting process);
- Name of the successful bidder, including the complete address and phone number and email address;
- Sales price;
- Number of respondents.

3.6 State Access to System. The Contractor shall provide the State with access to the system, whether in a supervisory role or hands on role, in overseeing additions, deletions, etc., to auction listings. The State shall have the ability to determine minimum acceptable bids, bid increment amounts, terms of sale and control all timeframes for all items in regards to disposal phases and auction particulars.

3.7 Software/Technology. The Contractor's proposed software must be browser-based, robust, functional, easily navigable, and secure.

3.8 Close of an Auction. The Contractor shall be responsible for the receipt of all bidder payments. For further information on the payment, please see exhibit B.

After the close of an auction of a lot, the successful bidder will have minimum of five (5) calendar days, but no more than ten (10) calendar days, after the end of the auction to pay for all items that were awarded. The customer will have a maximum of ten (10) business days (or as defined by the State) after the end of the auction, to pick up or make arrangements to have the item/s picked up, that were awarded. Property removal extensions shall be approved by the State upon request from the customer. The State will notify the Contractor if such extensions are granted.

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) day period allowed. The State is to be included as a recipient of these reminders for record keeping purposes.

After the customer has paid for the property, the Contractor shall send a customer receipt/property release form by e-mail to the State. The design and layout of the customer receipt/property release form shall be of a style and type approved by the State and shall include, at a minimum, the following information:

- Customer name
- Name the item is to be titled in (if applicable)
- Valid physical mailing address
- Telephone number
- Facsimile number (if applicable)
- E-mail address
- The State's inventory control number (if provided by the State during the posting process)
- Unique document control number (if issued by the Contractor)
- Description of purchased property (shall include quantity and all identifying mark(s) as supplied by the State to the Contractor)
- Price paid by the customer for the item(s)
- Date the customer paid for the item(s)

The State shall prepare all sales documents (titles and/or bills of sale) as the customer receipt/property release forms are received from the Contractor. These documents shall be completed based on the information supplied on the customer receipt/property release form. After the property has been picked up, the State shall notify the Contractor stating that the property has been removed from the sales location. This notification shall contain the date that the property was removed.

If the customer has not removed their property within the time frame set by the State for the item, the Contractor shall, after approval from the State, take actions to block the bidder from any future purchases of any State surplus property from all State accounts throughout the state. In the event that the successful bidder has not removed their property within the time frame set by the State, the State shall have the right to repost a new auction for this lot.

3.9 Auctioneer License. Per RSA 311-B, the Contractor shall maintain a NH Board of Auctioneer's license throughout the duration of the contract.

3.10 Marketing. The Contractor shall provide marketing of assets posted on the online auction site and promote use of the site to potential buyers. The Contractor shall at a minimum:

- Work with the State to identify items that may benefit from marketing attention;
- Provide documented proof of all marketing efforts made on behalf of the State;
- Assist in determining values and starting prices for unique and high dollar assets.

The Contractor shall advertise prior to the start date/time of any auctions placed by the State of New Hampshire and shall utilize at minimum the following mediums to promote auctions executed on behalf of the State of New Hampshire:

- E-Blasts
- Direct Mail Postcards & Brochures
- National Publications
- Newspapers
- Website Banners
- Specialty Publications

4. ACCESS AND RETENTION OF RECORDS

4.1 Access to Records. The Contractor shall provide the State, or any authorized agents, access to any records necessary to determine contract compliance.

4.2 Retention Period. The Contractor shall create and retain records supporting the online auction platform 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.

5. SUBCONTRACTING

In addition to the provisions of Section 12 of the P-37 related to assignment and subcontracting of contractual rights and obligations, the Contractor shall be responsible to the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. No contractual relationships exist between any subcontractor and the State.

6. CONTRACT TERMINATION

6.1 Bankruptcy or Receivership. Voluntary or involuntary bankruptcy or receivership by the Contractor may be cause for termination at the election of the State.

6.2 Material Breach. The non-breaching party may terminate this contract in whole or in part after thirty (30) days' written notice, as described in the Form P-37 General Terms and Conditions Section 8, in the event of the breaching party's failure to perform a material obligation of this contract.

Cosmetic or design changes (planned downtime) to the Contractor web site by the Contractor, or on behalf of the Contractor, shall not interfere with or disrupt any of the State's online auction, or cause any disruption with any State web page(s), without prior written consent of the State.

The Contractor shall maintain at minimum a 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.

6.3 Written Notice by State. The State may terminate this contract in whole or in part at any time by giving the Contractor thirty (30) days' written notice.

7. LIAISON AND SERVICE OF NOTICES

All project management and coordination on behalf of the State shall be through a single point of contact designated as the State's liaison. Contractor shall designate a liaison that shall provide the single point of contact for management and coordination of Contractor's work. All work performed pursuant to this contract shall be coordinated between the State's liaison and the Contractor's liaison.

John Supry shall be the liaison for the State:

John Supry, Warehouse Manager
Bureau of Surplus Property, Department of Administrative Services
(P) 271-3239
E-mail Address: jsupry@nhsa.state.nh.us

Russ Scherrer shall be the liaison for the Contractor (Auctions International).

Address: 11167 Big Tree Road, East Aurora, NY 14052
Telephone Number: (800) 536-1401 x 127
Fax Number: (716) 656-1438
E-Mail Address: Russ@auctionsinternational.com

The State's liaison and Contractor's liaison may be changed by written notice to the other party. Written notices, requests, or complaints shall first be directed to the liaison.

8. MEETINGS AND REPORTS

8.1 Technical or Contractual Problems. The Contractor is required to meet with the State's personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of the contract, at no additional cost to the State. Meetings shall occur as problems arise and shall be coordinated by the State. Failure to participate in problem resolution meetings or failure to make a good faith effort to resolve problems shall result in termination of the contract.

9. TRANSITION ASSISTANCE

If this contract is not renewed at the end of this term, or is terminated prior to the completion of a project, or if the work on a project is terminated, for any reason, the Contractor shall provide, subject to section 6, for a period up to ninety (90) days after the

Contractor shall provide, subject to section 6, for a period up to ninety (90) days after the expiration or termination of this project or contract, all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees ("transition services"). The State shall notify Contractor of any request for transition services, such transition services shall be deemed by the parties to be governed by the terms and conditions of this contract, except for those terms or conditions that do not reasonably apply to such transition services.

10. CONTRACTOR PERFORMANCE ASSESSMENTS

The State shall do assessments of the Contractor's performance. The Contractor shall have the opportunity to respond to any poor performance assessments. One or more poor performance assessments shall be considered an event of default subject to the provisions of the Form P-37 General Terms and Conditions, Section 8.

11. AUCTION DISPUTE PROCESS

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.

12. CONTRACT DISPUTE RESOLUTION

Prior to the filing of any formal proceedings with respect to a dispute (other than an action seeking injunctive relief with respect to intellectual property rights or Confidential Information), the party believing itself aggrieved (the "Invoking Party") shall call for progressive management involvement in the dispute negotiation by written notice to the other party. Such notice shall be without prejudice to the invoking party's right to any other remedy permitted by this Contract.

The following table sets forth the responsible parties for each level of the dispute resolution and the corresponding time allotment for resolution at each level.

Level	The Contractor	The State	Cumulative Time Allotted
Primary	Donovan Uhlman	John Supry	5 business days
First	Michael Buchner	Robert Stowell	10 Business days
Second	Russ Schermer	Michael Connor	15 Business days

The allotted time for the first level negotiations shall begin on the date the invoking party's notice is received by the other party.

The foregoing dispute process shall not apply to disputes involving online auctions among bidders. All transactions disputes shall be governed by and subject to Section 11.

13. SCOPE, AMENDMENT AND INTERPRETATION

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

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37

11 of 15
Contractors Initials Cal
Date 13/13

- b. Exhibit A Agreement for Online Auction Services
- c. Exhibit B Pricing and Payment Schedule
- d. Exhibit C Special Provisions
- e. Exhibit D State of NH Bid number 1416-12

13.2 Entire Agreement. The documents referenced in 13.1 above contain the entire agreement of the parties. Any enlargement, alteration or modification requires a written amendment signed by both parties, subject to New Hampshire Governor and Council Approval.

Exhibit B Pricing and Payment

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

Seller's Premium: 0.00%

- a. The Contractor shall be required to collect and hold all monies, i.e., bid price, bidder's premium, from the bidder in the course of the online auction. The Contractor shall be responsible for all monies collected, for all sale prices announced and recorded and shall assume all liability for handling the same.
- b. The Contractor shall accept credit/debit cards as full payment for property purchased. When accepting credit/debit payments, the vendor will do so at its own expense. The State shall *not be responsible for credit/debit card fees*. The only allowable charge to the bidder shall be contingent upon the satisfactory completion of an authorized auction, will be the bidder's premium as indicated below. The bidder's premium shall be added to the final auction price and shall not be subtracted from the final auction price. 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 shall be responsible for handling all payments in whatever manner they are made.

Bidder's Premium: 7.00%

- c. The Contractor shall electronically transfer to the State the net proceeds of any and all auctions. This transfer of funds shall be received within six (6) business days of notification to the Contractor that the surplus items have been removed by the successful bidder.
 - The Contractor shall provide a copy of the 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.
 - The State, at its discretion, may modify the information requirements of the activity report.
 - 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.
 - The Contractor shall retain the above applicable fee.

Exhibit C Special Provisions

1. Delete Paragraph 14.1.1 and substitute the following: comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per incident and no less than \$1,000,000 in excess/umbrella liability each occurrence; and
2. There are no other special provisions of this contract.

Exhibit D State of New Hampshire Bid 1416-12

RFB 1416-12 issued April 3, 2012 by the Department of Administrative Services, Bureau of Purchase and Property, is incorporated herein by reference.

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Auctions International, Inc., a(n) New York corporation, is authorized to transact business in New Hampshire and qualified on February 1, 2013. I further certify that all fees required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 1st day of February, A.D. 2013

A handwritten signature in cursive script, reading "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY
(Sole Proprietor)

I, Cindy A. Kusiewicz as a Sole Owner of my Business, Auctions International, Inc. certify that

I am authorized to enter into a contract with the State of New Hampshire, Department of Administrative Services on behalf of myself.

IN WITNESS WHEREOF, I have set my hand as the Sole Owner of the Business this 3RD day of

JANUARY, 2013.

Cindy A. Kusiewicz
Sole Owner

STATE OF NEW YORK, COUNTY OF ERIE on this the 3RD day of

JANUARY, 2013, before me, JASON CARLIN the undersigned Officer,

personally appeared Cindy A. Kusiewicz, who acknowledge her/himself to the Sole Owner, of

Auctions International Business, and that she/he, as such Sole Owner being authorized to

do so, executed the foregoing instrument for the purpose therein contained, by signing the name of the

Business by her/himself as OWNER

IN WITNESS WHEREOF I hereunto set my hand and official seal.

(OFFICIAL SEAL)

Jason M. Carlin

Notary Public/Justice of the Peace

My Commission Expires: 05/09/2013

JASON M. CARLIN
No. 01CAS126443
Notary Public, State of New York
Qualified in Erie County
My Commission Expires 05/09/2013

State of New Hampshire

Filing fee: \$50.00
Fee for Form SRA: \$50.00
Total fees \$100.00
Use black print or type.

Form 40
RSA 293-A:15.03

APPLICATION FOR CERTIFICATE OF AUTHORITY FOR PROFIT FOREIGN CORPORATION

PURSUANT TO THE PROVISIONS of the New Hampshire Business Corporation Act, the undersigned corporation hereby applies for a certificate of authority to transact business in New Hampshire and for that purpose submits the following statement:

FIRST: The name of the corporation is AUCTIONS INTERNATIONAL, INC.

SECOND: The name which it elects to use in New Hampshire is AUCTIONS INTERNATIONAL, INC.

THIRD: It is incorporated under the laws of NEW YORK

FOURTH: The date of its incorporation is 8/23/02 and the period of its duration is Perpetual

FIFTH: The complete address (including zip code and post office box, if any) of its principal office is 11167 BIG TREE RD EAST AURORA, NY 14052

SIXTH: The name of its registered agent IN NEW HAMPSHIRE is DocuSearch, Inc.
and the complete address (including zip code and post office box, if any) of its registered office IN NEW HAMPSHIRE is (agent's business address) 63 Pleasant Street, Concord, NH 03301

SEVENTH: The sale or offer for sale of any ownership interests in this business will comply with the requirements of the New Hampshire Uniform Securities Act (RSA 421-B).

EIGHTH: The principal purpose or purposes which it proposes to pursue in the transaction of business in New Hampshire are Auction Service For Vehicles, Trucks, heavy Equipment, and General Merchandise.

State of New Hampshire
Form 40 - Application for Certificate of Authority 4 Page(s)



T1303235033

APPLICATION FOR CERTIFICATE OF AUTHORITY

Form 40
(Cont.)

NINTH: The names and usual business addresses of its current officers and directors are: (If there are additional officers or directors, attach additional sheet OR if the laws of the state of incorporation do not require directors, indicate below.)

<u>Name</u>	<u>Title</u>	<u>Address</u>
<u>OFFICERS</u>		
Cindy Kli Siewicz	President/Treasurer	11167 Big Tree Road East Aurora, NY 14052
<u>DIRECTORS</u>		
None Required by Law.	—	—

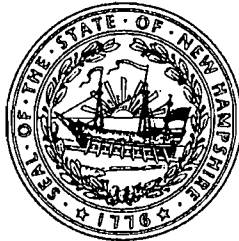
Auctions International, Inc.
(Corporate Name)
Cindy A. Kulisiewicz
(Signature)
Cindy Kli Siewicz
(Print or type name)
President/Treasurer
(Title)
Date signed: 1/3/13

To receive your ANNUAL REPORT REMINDER NOTICE by email, please enter your email address here:

DISCLAIMER: All documents filed with the Corporation Division become public records and will be available for public inspection in either tangible or electronic form.

Mail fees, DATED AND SIGNED ORIGINAL AND FORM SRA to: Corporation Division, Department of State, 107 North Main Street, Concord, NH 03301-4989. Physical location: 25 Capitol Street, 3rd Floor, Concord, NH 03301.

NEW HAMPSHIRE BOARD OF AUCTIONEERS



February 1, 2013

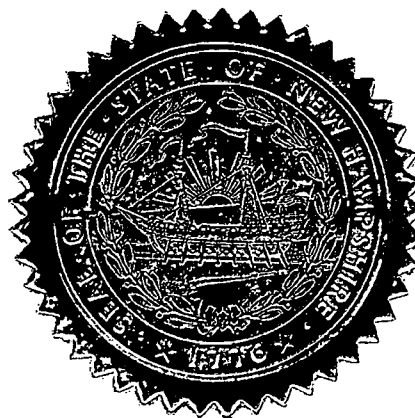
Auctions International Inc
11167 Big Tree Road
East Aurora NY 14052

CERTIFICATE OF AUTHORIZATION

This is to certify that the firm listed above has met the requirements of RSA 311-B:1(IV) and RSA 311-B:4(III), and is hereby authorized to register its business name, Auctions International Inc, with the Corporate Division of the Secretary of State's Office.

A handwritten signature in cursive script that reads "Kaley Dion".

Kaley Dion
New Hampshire Board of Auctioneers



Certificate #117

State House, Room 204
107 North Main Street
Concord NH 03301

Ph. 603-271-3242
Fax 603-271-6316

www.sos.nh.gov/auctioneers
kaley.dion@sos.nh.gov

**Form SRA – Addendum to Business Organization and Registration Forms
Statement of Compliance with New Hampshire Securities Laws**

Part I – Business Identification and Contact Information

Business Name: Auctions International, Inc.

Business Address (include city, state, zip): 11167 BIG TREE ROAD, EAST AURORA, NY 14052

Telephone Number: 716-656-1400 E-mail: Cindy@AuctionsInternational.com

Contact Person: Cindy Klisiewicz

Contact Person Address (if different): _____

Part II – Check ONE of the following items in Part II. If more than one item is checked, the form will be rejected. [PLEASE NOTE: Most small businesses registering in New Hampshire qualify for the exemption in Part II, Item 1 below. However, you must insure that your business meets all of the requirements spelled out in A), B), and C)]:

1. _____ Ownership interests in this business are exempt from the registration requirements of the state of New Hampshire because the business meets ALL of the following three requirements:

- A) This business has **10 or fewer owners**; and
- B) Advertising **relating to the sale of ownership interests** has not been circulated; and
- C) Sales of ownership interests – if any – will be **completed within 60 days** of the formation of this business.

2. _____ This business will offer securities in New Hampshire under another exemption from registration or will notice file for federal covered securities. Enter the citation for the exemption or notice filing claimed - _____

3. _____ This business has registered or will register its securities for sale in New Hampshire. Enter the date the registration statement was or will be filed with the Bureau of Securities Regulation - _____

4. ☒ This business was formed in a state other than New Hampshire and will not offer or sell securities in New Hampshire.

Part III – Check ONE of the following items in Part III:

1. ☒ This business **is not being** formed in New Hampshire.

2. _____ This business **is** being formed in New Hampshire and the registration document states that any sale or offer for sale of ownership interests in the business will comply with the requirements of the New Hampshire Uniform Securities Act.

Part IV – Certification of Accuracy

(NOTE: The information in Part IV must be certified by: 1) all of the incorporators of a corporation to be formed; or 2) an executive officer of an existing corporation; or 3) all of the general partners or intended general partners of a limited partnership; or 4) one or more authorized members or managers of a limited liability company; or 5) one or more authorized partners of a registered limited liability partnership or foreign registered limited liability partnership.)

I (We) certify that the information provided in this form is true and complete. (Original signatures only)

Name (print): Cindy Klisiewicz

Signature: Cindy A. Klisiewicz
Date signed: 11-18-13

Name (print): _____

Signature: _____

Date signed: _____

Name (print): _____

Signature: _____

Date signed: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/07/2013

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

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

PRODUCER A/C ASSOCIATES OF NY, INC C/O H R KELLER & CO., INC 1520 SHERIDAN DR BUFFALO, NY 14217	CONTACT NAME PHONE FAX E-MAIL ADDRESS INSURER(S) AFFORDING COVERAGE INSURER A ATLANTIC CASUALTY INSURANCE CO 40846 INSURER B INSURER C INSURER D INSURER E INSURER F
---	--

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

TYPE OF INSURANCE	ADDL. NUMBER	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERAGES	LIMITS
GENERAL LIABILITY		L068014188	11/09/2012	11/09/2013	GENERAL LIABILITY	\$1,000,000
☒ COMMERCIAL GENERAL LIABILITY					PRODUCT LIABILITY	\$1,000,000
☒ AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT	\$2,000,000
☒ UMBRELLA LIABILITY					EXCESS OVER UNDERLYING POLICIES	\$2,000,000
☒ WORKERS COMPENSATION AND EMPLOYERS LIABILITY					WORKERS COMPENSATION	\$2,000,000
☒ AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT	\$2,000,000
☒ UMBRELLA LIABILITY					EXCESS OVER UNDERLYING POLICIES	\$2,000,000
☒ WORKERS COMPENSATION AND EMPLOYERS LIABILITY					WORKERS COMPENSATION	\$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101. Additional Remarks Schedule, if more space is required)
INTERNET RETAILERS / AUCTIONS

CERTIFICATE HOLDER DEPARTMENT OF ADMINISTRATIVE SERVICES BUREAU OF PURCHASE & PROPERTY 25 CAPITOL STREET CONCORD NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS AUTHORIZED REPRESENTATIVE
---	--

ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD

© 1988-2010 ACORD CORPORATION. All rights reserved

JAN-07-2013 11:32

011

0102



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/18/2013

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

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

PRODUCER	CONTACT NAME:	
AC ASSOCIATES OF NY, INC.	PHONE (A/C No. Ext.):	FAX (A/C No.):
G/O H R KELLER & CO., INC.	E-MAIL ADDRESS:	
1520 SHERIDAN DR.	INSURER(S) AFFORDING COVERAGE:	NAIC #
BUFFALO, NY 14217	INSURER A: NATIONAL UNION FIRE INS. CO.	19446
INSURED	INSURER B:	
AUCTIONS INTERNATIONAL, INC.	INSURER C:	
11167 BIG TREE RD.	INSURER D:	
EAST AURORA, NY 14052-9501	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	UNITS
	GENERAL LIABILITY					EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Occurrence) \$
	CLAIMS-MADE OCCUR					MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
						GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP/ASG \$
	POLICY PROTECT LOG					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Per accident) \$
	ANY AUTO					BODILY INJURY (Per person) \$
	ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	MIXED AUTOS					\$
A	UMBRELLA LIAB	X	BE 084763568	02/13/2013	11/09/2013	EACH OCCURRENCE \$ 1,000,000
	EXCESS LIAB					AGGREGATE \$ 1,000,000
	DED RETENTIONS					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					EL. EACH ACCIDENT \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMBER EXCLUDED? (Mandatory in NH)	Y/N				EL. DISEASE - EA EMPLOYEE \$
	If yes, describe under DESCRIPTION OF OPERATIONS below.	N/A				EL. DISEASE - POLICY LIMIT \$

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

AUCTIONS

CERTIFICATE HOLDER

CANCELLATION

DEPARTMENT OF ADMINISTRATIVE SERVICES
BUREAU OF PURCHASE & PROPERTY
25 CAPITOL ST.
CONCORD, NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

End Keller

© 1988-2010 ACORD CORPORATION. All rights reserved.