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

VICKI V. QUIRAM  
Commissioner  
(603)-271-3201

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

March 24, 2017

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

*Retroactive*

**REQUESTED ACTION**

Authorize the Department of Administrative Services to exercise its option to **retroactively** amend the State's Contract with James R. St. Jean Auctioneer's of Epping, NH 03042 (Vendor # 203192) originally approved by Governor and Executive Council on October 1, 2014 (item #57), and amended on August 3, 2016 (item #73). This amendment is required to continue to allow the use of Live Auction Service by extending the contract end date for an additional term of three (3) months, upon Governor and Council approval, for the period effective March 31, 2017 to June 30, 2017.

Net Proceeds with a \$0.00 limitation shall be deposited in Revenue Account: 01-14-14-141510-81600000-402085.

**EXPLANATION**

On October 1, 2014, Item #57, and amended on August 3, 2016, Item #73, Governor and Executive Council approved a contract with James R. St. Jean Auctioneers to provide auctioneer services at the State Surplus Distribution property. The reason for this **retroactive** request is the Department of Administrative Services is currently reviewing request for bid 1937-17 which may result in a new contract. However, because the award process and review are behind schedule, and the next live auction is scheduled for May 20, 2017, there will not be enough time to implement a new contract. Therefore, this Amendment shall guarantee a successful spring live auction at the State Surplus Distribution property (White Farm). James R. St Jean Auctioneer's has been facilitating live auctions in the State of New Hampshire for over twenty seven (27) years. Therefore, extending their contract for an additional three (3) months shall be in the best interest of the State of New Hampshire.

Based on the foregoing, I am respectfully recommending approval of the amendment to the contract with James R. St. Jean Auctioneer's.

Respectfully submitted,

*Joseph Bouchard Asst. Comm.*  
Vicki V. Quiram  
for Commissioner

**SECOND AMENDMENT TO THE CONTRACT  
BETWEEN JAMES R. ST. JEAN AUCTIONEERS  
AND  
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,  
FOR LIVE AUCTION SERVICES**

This Second Amendment (hereinafter referred to as the "Amendment"), dated this 22<sup>nd</sup> day of March, 2017, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and James R. St. Jean Auctioneers (hereinafter referred to as "the Contractor") for Live Auction Services.

WHEREAS, pursuant to an agreement effective October 1, 2014 set to expire March 31, 2017 (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain live auction services for the State in consideration of payment to the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 18 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Delete in its entirety Form Number P-37, item 1.7 Completion Date and substitute the following:  
1.7 Completion Date June 30, 2017
2. All other provisions of the Agreement, approved by the Governor and Executive Council on October 1, 2014 (Item # 57), shall remain in full force and effect.



# 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 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



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 21st day of March A.D. 2017.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

# James R. St. Jean

A U C T I O N E E R S

March 22, 2017

Mr. Matthew Johnson, Purchasing Agent  
Bureau of Surplus Property, Department of Administrative Services  
State of New Hampshire  
25 Capitol Street  
Concord, NH 03301

RE: Certificate of Vote/Authority

Dear Matt,

This letter will serve as verification that James R. St. Jean Auctioneers is registered to conduct business in the State of New Hampshire as a 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,



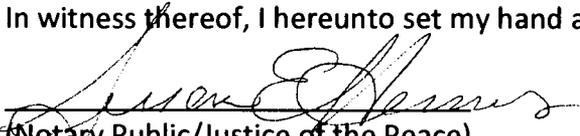
James R. St. Jean Auctioneers, President  
James R. St. Jean Auctioneers

**NOTARY PUBLIC/JUSTICE OF THE PEACE**

On the 22 day of March, 2017, there appeared before me, the state and county foresaid a person who satisfactorily identified himself as James R. St. Jean

And acknowledged that he executed this document indicated above.

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



(Notary Public/Justice of the Peace)

My commission expires:

SUSAN E. HENNAS, Notary Public  
State of New Hampshire  
My Commission Expires on 1/13/21

(Date)

# James R. St. Jean

A U C T I O N E E R S

March 21, 2017

Matthew Johnson  
Purchasing Agent  
State of New Hampshire  
Department of Administrative Services  
Bureau of Purchase and Property  
25 Capitol Street, RM 102  
Concord, NH 03301

RE: Live Auction Contract #8002035 – Extension Acceptance

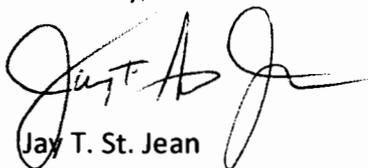
Dear Matt,

This letter will serve as confirmation that James R. St. Jean Auctioneers has agreed to extend our current live auction contract (8002035), with the State of New Hampshire, until June 30, 2017 under the same terms, conditions, pricing provisions and all other provisions and amendments within contract 8002035.

Please keep us apprised of any developments relative to Bid 1937-17 – Live Auction Services. Also, should you have any additional questions or document requests pertaining to past live auctions that we've conducted for the State of New Hampshire in the last four decades, please do not hesitate to contact me.

We look forward to working with you and the entire State of New Hampshire Surplus Property staff at the upcoming spring auction and thank you for granting us this extension.

Sincerely,



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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/21/2017

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).

<b>PRODUCER</b> Slawsby Insurance Agency 3 Mound Ct, Suite B PO Box 1807 Merrimack NH 03054-1807	<b>CONTACT NAME:</b> Lisa Falzarano <b>PHONE (A/C, No. Ext):</b> (800) 258-1776 <b>E-MAIL ADDRESS:</b> lfalzarano@minutemangroup.com <b>FAX (A/C, No):</b> (603) 429-1843													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Peerless Indemnity Insurance Co.</td> <td>18333</td> </tr> <tr> <td>INSURER B: Peerless Insurance</td> <td>24198</td> </tr> <tr> <td>INSURER C: Ace Westchester Fire</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Peerless Indemnity Insurance Co.	18333	INSURER B: Peerless Insurance	24198	INSURER C: Ace Westchester Fire		INSURER D:		INSURER E:		INSURER F:
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INSURER C: Ace Westchester Fire														
INSURER D:														
INSURER E:														
INSURER F:														
<b>INSURED</b> James R St Jean Auctioneers PO Box 400 Epping NH 03042-0400														

**COVERAGES**                      **CERTIFICATE NUMBER:** 2017 Master                      **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			BOP8979837	3/30/2017	3/30/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employment Practices Liab Ins \$ 100,000
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			BA8949347	3/30/2017	3/30/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CU8958795	3/30/2017	3/30/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N Y N/A	WC8949147	3/30/2017	3/30/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Professional Liability			BOHHF112495892	3/30/2017	3/30/2018	Each Claim \$5,000,000 Aggregate Limit \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
President/James St. Jean is excluded from Workers Compensation coverage.

RE: Live Auction Services Amendment #2  
Contract 8002035

<b>CERTIFICATE HOLDER</b>  State of New Hampshire Purchasing Agent, Matt Johnson Bureau of Purchase & Property 25 Capitol Street, Room 102 Concord, 03301	<b>CANCELLATION</b>  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 Lisa Falzarano/LISA
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73 *[Signature]*

JUL 11 2016 10:12 AM

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

VICKI V. QUIRAM  
Commissioner  
(603)-271-3201

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

July 7, 2016

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

**REQUESTED ACTION**

Authorize the Department of Administrative Services to exercise its option to extend the State's Contract with James R. St. Jean Auctioneers of Epping, NH 03042 (vendor # 203192) as approved by Governor and Executive Council on October 1, 2014 (item #57). This amendment is required to allow the use of Live Auction Service and extend the existing contract for an additional term of six (6) months, upon Governor and Council approval, for the period effective October 1, 2016 through March 31, 2017.

Net Proceeds are deposited in Revenue Account: 01-14-14-141510-81600000-402085

**EXPLANATION**

On October 1, 2014, Item #57, Governor and Council approved a two-year contract with James R. St. Jean Auctioneers with the State which expires on September 30, 2016. The next live auction is tentatively scheduled to be held on October 15, 2016. Therefore, this Amendment will guarantee a successful live auction at the State Surplus Distribution property (White Farm). After this next live auction takes place, a request for proposal will be disseminated to all eligible service providers for the establishment of a new contract. James R. St. Jean Auctioneers has been successfully facilitating live auctions in the State of New Hampshire for over twenty seven (27) years. Therefore, extending their contract for an additional six (6) months will allow continuation of this business function while a new contract bidding process takes place.

Based on the foregoing, I am respectfully recommending approval of the amendment to the contract with James R. St. Jean Auctioneers.

Respectfully submitted,

*Vicki V. Quiram*

Vicki V. Quiram  
Commissioner

**FIRST AMENDMENT TO THE CONTRACT  
BETWEEN JAMES R. ST. JEAN AUCTIONEERS  
AND  
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,  
FOR LIVE AUCTION SERVICES**

This First Amendment (hereinafter referred to as the "Amendment"), dated this 8<sup>th</sup> day of July, 2016, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and James R. St. Jean Auctioneers (hereinafter referred to as "the Contractor") for Live Auction Services.

WHEREAS, pursuant to an agreement effective October 1, 2014 set to expire September 30, 2016 (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain live auction services for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 18 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Delete in its entirety Form Number P-37, item 1.7 Completion Date and substitute the following:  
1.7 March 31, 2017
2. Amend Exhibit A, Section 3.1, Period Performance; the contract period will be October 1, 2014 through March 31, 2017.
3. All other provisions of the Agreement, approved by the Governor and Executive Council on October 1, 2014, shall remain in full force and effect.

**JAMES R. ST. JEAN AUCTIONEERS**

By: [Signature]  
James R. St. Jean  
(Print Name)

Title: President

Date: July 5 2016

NOTARY PUBLIC/JUSTICE OF THE PEACE

On the 8 day of July, 2016  
There appeared before me, the state and  
county foresaid a person who satisfactorily  
identified himself as

James R St Jean

And acknowledge that he executed this  
document indicated above.

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

[Signature]  
(Notary Public/Justice of the Peace)

My commission expires:

1/31/21  
(Date)

SUSAN E. HENNAS, Notary Public  
State of New Hampshire  
My Commission Expires January 13, 2021

**STATE OF NEW HAMPSHIRE**

By: [Signature]  
Vicki Quiram  
(Print Name)

Title: Commissioner  
Department of Administrative Services

Date: 7/13/16

OFFICE OF THE ATTORNEY GENERAL

By: [Signature]  
John J. Conforti  
(Print Name)

Title: Assistant Attorney General

Date: July 14, 2016

The foregoing contract was approved by  
the Governor and Council of New  
Hampshire on

\_\_\_\_\_

Signed: \_\_\_\_\_

(Print Name)

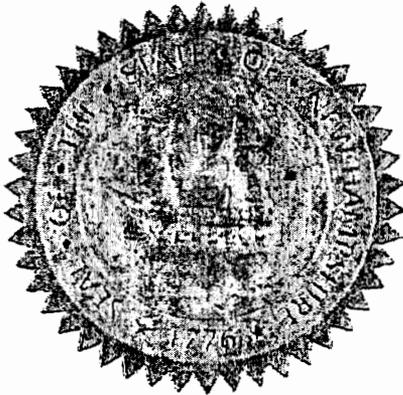
Title: \_\_\_\_\_

Contractor Initials: [Signature]  
Date: 7/16

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 James R. St. Jean Auctioneers is a New Hampshire trade name registered on January 6, 2009 and that James R St. Jean presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 29<sup>th</sup> day of April, A.D. 2016

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

William M. Gardner  
Secretary of State

# James R. St. Jean

A U C T I O N E E R S

June 27, 2016

Mr. Matthew Johnson, Purchasing Agent  
Bureau of Surplus Property, Department of Administrative Services  
State of New Hampshire  
25 Capitol Street  
Concord, NH 03301

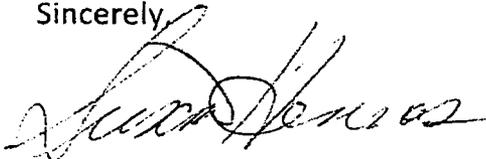
RE: Certificate of Vote/Authority

Dear Matt,

This letter will serve as verification that James R. St. Jean Auctioneers is registered to conduct business in the State of New Hampshire as a 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,



Susan Hennas, Secretary  
James R. St. Jean Auctioneers



# State of New Hampshire

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

57 *JB*

LINDA M. HODGDON  
Commissioner  
(603) 271-3201

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

August 29, 2014

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

### REQUESTED ACTION

Authorize the Department of Administrative Services, State Surplus Distribution, to enter into a service contract with James R. St. Jean Auctioneers, Epping, New Hampshire 03042 (vendor #203192). There is no charge to the State of New Hampshire for the auctioneer services and the auctioneer's revenue will be achieved with a 8% Buyers fee. The auctioneer will reimburse the State of New Hampshire 3% of the selling price of municipal and other property. The contract shall commence upon Governor and Executive Council approval and expire on September 30, 2016. The contract may be extended for additional periods, but not to exceed five (5) years in total with the same terms and conditions, and with the approval of the Governor and Executive Council.

Net proceeds are deposited in Revenue Account: 01-14-14-141510-8160000-402085

### EXPLANATION

Approval of this service contract will authorize James R. St. Jean Auctioneers to provide auctioneer services at the State Surplus Distribution property ("White Farm") located at 144 Clinton Street, Concord, New Hampshire. St. Jean Auctioneers has been providing live auctioneer services for the State for the last 26 years. This request is a result of Request for Bid 1569-15 that was published on the State Web site. The Department of Administrative Services received two (2) bids, both were evaluated and scored; James R. St. Jean Auctioneers had the highest overall score. The scoring sheet is attached.

The Department of Administrative Services requests the approval of this contract.

Respectfully submitted,

*Joseph Bouchard* *Asst. Comm.*  
Linda M. Hodgdon  
Commissioner

STATE OF NEW HAMPSHIRE  
 Bureau of Purchase and Property  
**BID # 1569-15**  
**August 4th @ 1:30 PM**  
 AUCTIONEER SERVICES  
 Dept. of Admin Services

Bidders	BUYERS FEE 80%		MUNICIPAL AND MISC PROPERTY RETURN 20%		Total
	PERCENTAGE	POINTS	PERCENTAGE	POINTS	
AUCTIONS INTERNATIONAL	9%	71.00	1%	7.00	78.00
JAMES R. S. JEAN	8%	80.00	3%	20.00	100.00

Indicates award made to this bidder

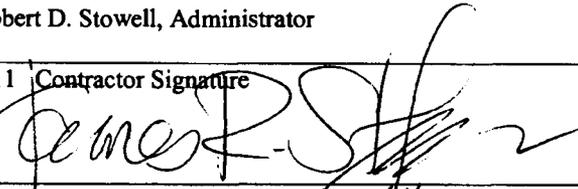
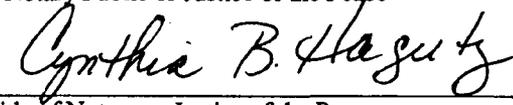
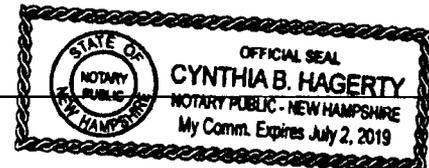
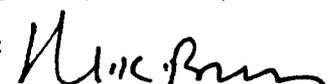
Subject: AUCTIONEER SERVICES

**AGREEMENT**

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 James R. St. Jean Auctioneers		1.4 Contractor Address 45 Exeter Road, P.O. Box 400, Epping, NH 03042	
1.5 Contractor Phone Number (603) 734-4348	1.6 Account Number See Appendix D	1.7 Completion Date September 30, 2016	1.8 Price Limitation \$0
1.9 Contracting Officer for State Agency Robert D. Stowell, Administrator		1.10 State Agency Telephone Number 603-271-3606	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory James R. St. Jean, President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>Aug 25, 2014</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Cynthia B. Hagerty</u>			
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: <u>Sept 10, 2014</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, 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 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

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

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

**9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.**

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

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

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

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

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

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written 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:

Contractor Initials RSJ  
Date 10/28/14

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. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

Contractor Initials *[Signature]*  
Date *Aug 28 2014*

## EXHIBIT A

### 1. INTRODUCTION

The State of New Hampshire ("State"), Department of Administrative Services, desires to enter into a contract with James R. St. Jean, Auctioneers & Liquidators ("Contractor"), a New Hampshire company, to provide Auctioneer services as described herein.

### 2. CONTRACT DOCUMENTS

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

- a. *State of New Hampshire Terms and Conditions, General Provisions Form P-37*
- b. Exhibit A Scope of Services
- c. Exhibit B Payment Fee Schedule
- d. Exhibit C Special Provisions

### 3. TERM

#### 3.1 Period of Performance

The Contractor shall begin service on approval of the Governor and Executive Council. The contract period will be October 1, 2014 to September 30, 2016. The contract may be extended for additional periods with the same terms and conditions, but not to exceed a total of five (5) years.

Notwithstanding the foregoing, the State may terminate this Contract, at its sole discretion, for any reason upon thirty (30) days written notice to Contractor.

### 4. CONTRACT ADMINISTRATION

#### 4.1 Contractor Contract Manager

Contractor shall designate a Contract Manager who shall be responsible for all contractual authorization and administration under the Contract. This person is:

Contract Manager: James R. St. Jean  
Title: Auctioneer  
Address: 45 Exeter Road  
Epping, NH 03101  
Tel: 603-734-4348  
Email: www.jsjauctions.com

#### 4.2 STATE CONTRACT MANAGER

The State shall designate a Contract Manager who shall function as the State's representative with regard to Contract administration. This person is:

Contract Manager: Robert D. Stowell  
Title: Purchasing Administrator  
Address: 25 Capitol Street  
Concord, New Hampshire 03301  
Tel: 603-271-3606

**5. SCOPE OF SERVICES**

Auctioneer shall provide the State the Services and Deliverables required under this Contract, as set forth in Section 6: Scope of Services and Exhibit B, *Payment Fee Schedule*.

1. The Auctioneer must be NH Licensed. NH License: 2279
2. Auctioneer and associate auctioneers selling for the state of New Hampshire must be qualified to sell an extremely diverse category of products.
3. Auctioneer must provide experienced staff to prepare a listing of all auction items, provide administrative staff, and security personnel during preview time, and at the time of the Auction, to ensure a secure and smooth auction. The list of Auction items must be complete with required information including state control numbers. The list must be received and available via electronic media.
4. RSA:311B, requires that no suits or litigations pending, which would reflect on public trust or past performance exists.
5. Capability to receive and process a purchase via debit/credit cards, cash, business checks etc.,
6. Maintain a state owned data base/customer listing.
7. Auctioneer to maintain a current web site, and to post details and photos of upcoming Auctions on said site.
8. Arrange for private security from preview time, and arrange for (1) State Police officer to provide security during the time of Auction.
9. Provide porta-potties for preview and auction day. (1) one each disability unit, and (2) two each regular units.
10. Provide for Food Services during preview and auction day.

**STATE RESPONSIBILITIES:**

1. Auction area (White Farm) 144 Clinton Street, Concord, New Hampshire for the sale of state owned property and space (dependent upon availability) for the sale of municipal property or any other property.
2. State Surplus property personnel will arrange state property for the auction and designate space, as available, for the placement of municipal property, and coordinate this activity with the Auctioneer.
3. A list of vehicles and heavy equipment to be sold, personnel to issue keys to state owned vehicles during preview, staff to assign title and provide keys to purchases after sale.
4. Department of Safety personnel (DMV) to be available to issue temporary license plates to winning bidders if required.
5. Scheduled viewing of the auction site and property by the contacting the State Surplus Property Supervisor.

**AUCTIONEER'S RESPONSIBILITIES AND REQUIREMENTS:**

**1. SERVICE:**

To conduct auctions on behalf of the state of New Hampshire (normally at the Surplus Facility) located at 144 Clinton Street, Concord, New Hampshire at the present time the schedule would require one (1) Spring Auction and one (1) Fall Auction. Other auctions as mutually agreed upon, as these services are available for general agency use.

**2. NEWSPAPER AND MEDIA ADVERTISING:**

The Auctioneer shall place ads in newspapers, publications, media as mutually agreed upon by the State and the Auctioneer prior to the auction. The cost of these ads will be the responsibility of the State.

*PSU*  
*Robert Stowell*  
*6/20/20*

**3. LAWS:**

To comply with local and state laws and ordinances pertaining to the conduct of auctions.

**4. UNALLOWABLE FEES:**

Registration fees are not allowable.

**5. BUYERS LISTING:**

The Auctioneer will provide (immediately following the sale), an itemized list of all state and municipal item, with the purchase price for each item, as well as a legible copy of the auction bidders registration list.

**6. REMAINING STATE PROPERTY:**

The Auctioneer will make every reasonable effort to complete the terms of sale at the time of auction. There will however, be instance where it would be in the best interest of the State to maintain the asset, and to include it in the next auction. The Auctioneer however, takes full responsibility for payment to the State, if the transaction has been finalized, and the asset has been removed from the State site.

**7. RESTRICTIONS:**

Absolutely no personal owned items are to be sold or advertised at State auctions.

**8. AUCTIONEERS STATE FEE:**

To collect all income from sales and pay the State within thirty (30) business days from the date of auction by check, made payable to the "Treasurer, State of New Hampshire". Total gross sales as specified in the offer section, Addition of State fee for municipalities and the deduction for "Newspaper and Media" advertising as specified and addition of the percentage return to the State of the gross municipal sales as specified.

**OBLIGATIONS and LIABILITY OF THE Auctioneer:**

All services performed under this contract shall be performed in accordance with the State of New Hampshire Auction schedule and or any agreed to Auctions by the Bureau of Purchase and Property, State Surplus and the Contractor. Any deviation from the approved schedule requires prior approval by the Surplus Property Manager.

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

While on State property, employees shall be subject to 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 shall furnish all personnel with identification, and shall be neat and clean in appearance.

The Auctioneer's personnel shall be allowed in areas where work is being performed.

If subcontractors are to be utilized, please include information regarding the proposed sub-contractors including the name of the company, their address, and contact person.

Contractor Initials FRST  
Date Aug 28 2014

## EXHIBIT B

The Contractor agrees to provide NH State Agencies with the services indicated in the Exhibit A of this agreement at the prices as listed below.

There are no fees or charges to the state, the Auctioneer can charge a maximum buyer fee of 8%, and the Auctioneer is responsible to reimburse the state 3% of the selling price of municipal, nonprofit, court ordered, and other property.

## EXHIBIT C

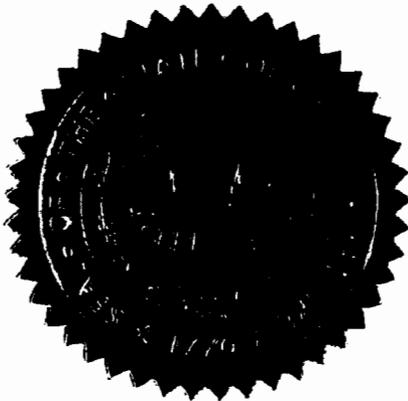
### SPECIAL PROVISIONS

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.

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 James R. St. Jean Auctioneers is a New Hampshire trade name registered on January 6, 2009 and that James R St.Jean presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 30<sup>th</sup> day of July, A.D. 2014

*William M. Gardner*

William M. Gardner  
Secretary of State

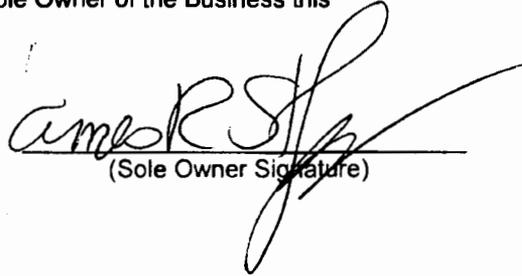
**CERTIFICATE OF AUTHORITY**  
(Sole Proprietor)

I, JAMES R. ST. JEAN, as a Sole Owner of my Business, JAMES R. ST. JEAN AUCTIONEERS,

certify that I am authorized to enter into a contract with the State of New Hampshire, Department of Health and Human Services, on behalf of myself.

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

26 day of AUGUST, 20 14.

  
(Sole Owner Signature)

STATE OF New Hampshire  
COUNTY OF Merrimack

On this the 26 day of Aug, 20 14, before me, Cynthia B. Hagerty  
the undersigned Officer, personally appeared JAMES R. ST. JEAN, who acknowledge  
her/himself to be the Sole Owner, of JAMES R. ST. JEAN AUCTIONEERS Business, and that

she/he, as such Sole Owner being authorized to do so, executed the foregoing instrument for the purposes 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.

  
(Notary Public/Justice of the Peace)

My Commission expires:

