



State of New Hampshire

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

21
Jm

LINDA M. HODGDON
Commissioner
(603) 271-3201

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

August 22, 2013

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

Sole Source

REQUESTED ACTION

Authorize the Department of Administrative Services, State Surplus Distribution, to enter into a **sole source** service contract with James R. St. Jean Auctioneers of 45 Exeter Road, PO Box 400, 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 10% Buyers fee. The auctioneer will reimburse the State of New Hampshire 1.25% of the selling price of municipal, nonprofit and court ordered property. The contract shall commence upon Governor and Executive Council approval and expire thereafter on June 30, 2014.

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

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 25 years. This request is sole source in order to provide a continued level of service for live auctions in the fall of 2013 and the spring of 2014. This will give the state an opportunity to evaluate the effect of online auctions that began in June 2013 and put together a bid for release in the summer of 2014.

Respectfully submitted,

Linda M. Hodgdon
Commissioner

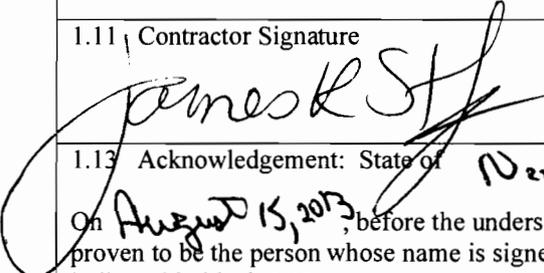
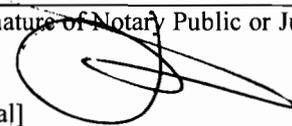
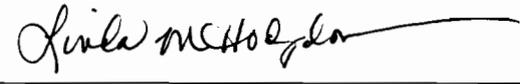
Subject: AUCTIONEER SERVICES

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 June 30, 2014	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>New Hampshire</u> , County of <u>Merrimack</u> On <u>August 15, 2013</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 Ronald C. Jobel			
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>7/6/13</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.

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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 
Date AUG 14th 2013

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.

EXHIBIT A

1. INTRODUCTION

The State of New Hampshire ("State"), Department of Administrative Services, desires to enter into a sole source 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 shall run through June 30, 2014. **Termination**

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: 250 Commercial Street, Suite 1011

Manchester, NH 03101

Tel: 603-624-1818

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

Page 5 of 12

Contractor Initials

Date

JRS
8/14/13

Concord, New Hampshire 03301

Tel: 603-271-3606

Email: Robert.Stowell@NH.Gov

5. SCOPE OF SERVICES

Contractor shall provide the State the Services and Deliverables required under this Contract, as set forth in this Exhibit A.

AUCTIONEER SERVICES AND QUALIFICATIONS:

1. Must be a New Hampshire licensed Auctioneer. 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 list of all auction items, provide administrative staff, and security personnel during preview, and during Auction activity, to ensure a secure, and smooth auction. The list of auction items must be complete with all 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, exist.
5. Capability to receive and process a purchase via credit cards, debit cards, cash, business checks etc.,
6. To maintain a state owned data base/customer listing.
7. Auctioneer to post on their web site details and photos of upcoming Auctions.
8. Arrange for security during auction hours, and to have security available during preview day. At a minimum of (1) one security officer for each activity.
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 for both preview and auction day.
11. Relative to the auction of State property, Contractor shall apply a Buyer's fee to each item; said Buyer's fee shall not exceed ten (10) percent of the item's auction price

6. STATE RESPONSIBILITIES:

1. Auction area (White Farm) 144 Clinton St., Concord, New Hampshire for the sale of state owned property and space (dependent upon availability) for the sale of municipal property or any other location within the state as required.
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 contractor.
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 purchasers 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.

7. AUCTIONEER'S REQUIREMENTS:

7.1 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 contract requires (1) one Fall Auction and (1) one Spring auction. Other auctions as mutually agreed upon, as these services are available for general agency use.

7.2 NEWSPAPER AND MEDIA ADVERTISING:

The auctioneer will place ads in newspapers, publications or 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.

7.3 EQUIPMENT:

To supply all auctioneer materials and equipment that is necessary to conduct the sales in a secure and professional manner. This is to include adequate sound equipment for both indoor and outdoor sales. The state is not responsible for any of these transactions.

7.4 LAWS:

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

8 SURETY BOND REQUIREMENTS:

A surety bond of \$250,000 or other collateral acceptable to the state may be required, to guarantee faithful performance and protection of proceeds of the sale for the state of New Hampshire. Certificate (s) must be signed by a New Hampshire licensed agent and received by the state at least (2) two weeks prior to the auction date.

9 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. Information must include; bidder's number, full name, address, phone number, and email if available.

10 REMAINING PROPERTY:

Auctioneer must dispose of any left over items and debris associated with municipal, nonprofit and court ordered consignments within 5 calendar days of final customer pickup deadline.

11 REMAINING STATE PROPERTY:

The auctioneer shall make every reasonable effort to complete the terms of sale at the time of auction. There will however, be instances 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, shall take **full responsibility for payment to the state, if the transaction has been finalized, and the asset has been removed from the state site.**

12 RESTRICTIONS:

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

14. OBLIGATIONS and LIABILITY OF THE VENDOR:

Work shall be completed in a reasonable time frame as mutually agreed upon with agency and vendor. The Vendor shall submit a proposed schedule to the state agency requesting services at each facility at least ten (10) days prior to each period.

All services performed under this Contract(s) 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 in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges will be paid for any off-hour work.

The contractor agrees that any damage or injury to buildings, materials, equipment or to other property during the performance of this service will be repaired at their own expense.

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

The work staff shall consist of qualified persons completely familiar with the process as well as any equipment they shall use. The Contracting Officer may require the contractor to dismiss from the work such employees as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work deemed by him to be contrary to the public interest or inconsistent with the best interest of security or safety.

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

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

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

The contractor shall furnish all personnel with identification, which shall be neat and clean in appearance.

The contractor's personnel shall be allowed only 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.

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 is responsible to reimburse the state 1.25% of the selling price of municipal, nonprofit and court ordered 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.

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Date 8/14/13

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Contractor Initials JSR
Date 3/14/13

James R. St. Jean

A U C T I O N E E R S

August 19, 2013

Mr. Robert D. Stowell, Purchasing Administrator
State of New Hampshire
25 Capitol Street
Concord, NH 03301

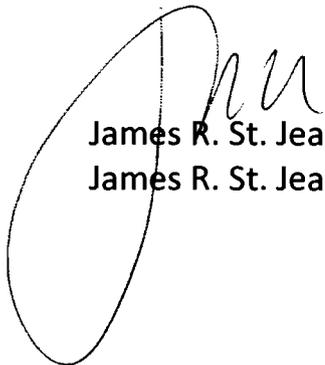
RE: Certificate of Vote/Authority

Dear Bob,

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
James R. St. Jean Auctioneers

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 15th day of August, A.D. 2013

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

William M. Gardner
Secretary of State

ACORD CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YYYY)
8/20/2013

PRODUCER (800)258-1776 FAX: (603)429-1843
 Slawsby Insurance Agency, Inc.
 3 Mound Ct, Suite B
 PO Box 1807
 Merrimack NH 03054-1807

INSURED
 JAMES R ST JEAN AUCTIONEERS BUZZSAW REALTY LLC
 PO BOX 400
 EPPING NH 03042

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Peerless Indemnity	18333
INSURER B: Peerless	
INSURER C: Ace Westchester Fire	
INSURER D:	
INSURER E:	

COVERAGES
 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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
A		GENERAL LIABILITY <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"/> PRO-JECT <input type="checkbox"/> LOC	BOP1073559	10/5/2012	10/5/2013	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								
B		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BA8949347	3/30/2013	3/30/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$								
B		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	TBD	8/20/2013	3/30/2014	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$ \$ \$								
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC8949147	3/30/2013	3/30/2014	<table border="1"> <thead> <tr> <th>WC STATU-TORY LIMITS</th> <th>OTH-ER</th> </tr> </thead> <tbody> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$ 500,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$ 500,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$ 500,000</td> </tr> </tbody> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$ 500,000	E.L. DISEASE - EA EMPLOYEE	\$ 500,000	E.L. DISEASE - POLICY LIMIT	\$ 500,000
WC STATU-TORY LIMITS	OTH-ER													
E.L. EACH ACCIDENT	\$ 500,000													
E.L. DISEASE - EA EMPLOYEE	\$ 500,000													
E.L. DISEASE - POLICY LIMIT	\$ 500,000													
C		OTHER	G2426645A	3/30/2012	3/30/2013									

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER

State of New Hampshire
 Attn Robert Stowell
 25 Capitol St
 Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
 Tom Mulligan

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

2013 AUG 29 11:08:03

STATE OF MA
DEPT OF JUSTICE
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