



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

May 2, 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 enter into a contract with James R. St. Jean Auctioneers, Epping, NH (Vendor No. 231036), for the administration of online auction services for the sales and financial processing of surplus property. Effective upon Governor and Council approval for the period beginning July 1, 2016 and ending on June 30, 2019. This agreement may be extended for two additional one-year terms under the same terms, conditions and pricing structure upon the mutual agreement between the Contractor and State, with the approval of the Governor and Executive Council. The total term of the contract, including all extensions, shall not exceed five years.

The proceeds from the sales of surplus property shall be directly deposited into 01-14-14-149710-81600000-402085 and then shall be transferred in accordance with Adm. 611 State Surplus Management to state agencies.

**EXPLANATION**

The addition of an online auction to supplement the live auctions has created efficiencies that have allowed State Surplus Management the opportunity for cost savings and increased sales. Efficiencies include creating a more transparent process, removing geographical limitations of live auctions, increasing the number of auctions, disposing of excess inventory more expeditiously and the ability to set reserves.

On April 4, 2016, the Bureau issued a request for bid for online auction services. On April 18, 2016, three compliant bids were received. Bids were evaluated on the basis of the bidders' lowest fixed buyer fee; of which James R. St. Jean Auctioneers offered the lowest fixed buyer fee. No fees shall be assessed to the State of New Hampshire. The fixed buyer's fee percentage will be added to the final price of the sale of the surplus property. Attached is a copy of the bid tab of the compliant bids and the list of the bidders that were contacted regarding this RFB.

Online auction services provide significant benefits for all state agencies and will ensure the efficiency and effectiveness of selling and monitoring the sale of surplus property for the New Hampshire state government.

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
May 2, 2016  
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Based on the foregoing, I am respectfully recommending approval of the contract with James R. St. Jean Auctioneers.

Respectfully submitted,

A handwritten signature in cursive script that reads "Vicki V. Quiram".

Vicki V. Quiram  
Commissioner

**STATE OF NEW HAMPSHIRE**  
**Bureau of Purchase and Property**  
**BID # 1866-16**  
**04/18/2016 @ 1:30 PM**  
**Department of Administrative Services**  
**Auction Services, For Online Sales of State Surplus Property**

<b>VENDOR</b>	<b>TOTAL</b>
James R. St. Jean Auctioneers	5.00%
Auctions International Inc.	7.00%
Bid Corp.	7.50%

Subject: AGREEMENT FOR ONLINE AUCTIONEER SERVICES

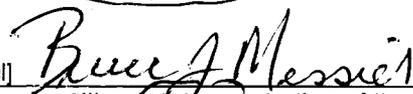
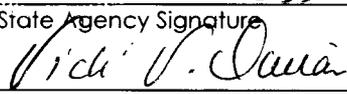
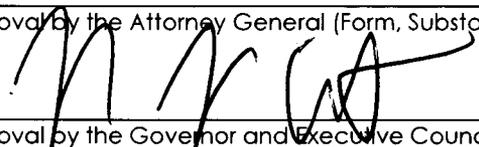
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name 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 Epping, NH 03042	
1.5 Contractor Phone Number 603-734-4348	1.6 Account Number N/A	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$0.00
1.9 Contracting Officer for State Agency Robert Stowell		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, OWNER + PRESIDENT	
1.13 Acknowledgement: State of <u>New Hampshire</u> , County of <u>Rockingham</u> On <u>MAY 2, 2016</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 <u>Notary Public</u> or Justice of the Peace 			
1.13.2 Name and Title of Notary or Justice of the Peace BRUCE J MESSIER			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Vicki V. Quiram, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>5/12/16</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

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

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

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

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

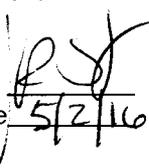
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

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

**7. PERSONNEL.**

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

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

Contractor Initials   
Date 5/2/16

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

#### **8. EVENT OF DEFAULT/REMEDIES.**

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **14. INSURANCE.**

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials JRSJ  
Date 5/2/14

**AGREEMENT FOR ONLINE AUCTION SERVICES  
EXHIBIT A  
SCOPE OF 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 James R. St. Jean Auctioneers (hereinafter referred to as the "Contractor"), whose address and phone number are:

JAMES R. ST. JEAN AUCTIONEERS  
45 Exeter ROAD  
EPPING, NH 03042

**THE PARTIES AGREE AS FOLLOWS:**

**2. CONTRACT DOCUMENTS**

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

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A      Scope of Services
- c. EXHIBIT B      Payment Terms
- d. EXHIBIT C      Special Provisions
- e. EXHIBIT D      RFB 1866-16

**3. TERM OF CONTRACT**

This Contract shall commence upon the approval of Governor and Executive Council and shall terminate on June 30, 2019, a period of approximately three (3) years, unless extended for additional terms.

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

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

**4. REQUIRED SERVICES**

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

**4.1 SERVICE:**

- a. The Contractor shall provide and maintain all the software and hardware that manages the online auction system.
- b. The Contractor online auction system shall offer flexibility in how the auction can be conducted. The following functionalities are required:

Contractor Initials   JRSJ    
Date   05/2/10

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

#### 4.2 SYSTEM REQUIREMENTS:

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

- c. During the auction process:
  - i. The State reserves the right to reject any and all bids. When a buyer defaults on his/her bid, the Contractor's software shall have the capability of disallowing (banning) that person from bidding on future State equipment.
  - ii. If a dispute arises between two or more bidders, the State may decide the dispute or immediately put the lot up for sale again, and resell to the highest bidder. The decision of the State shall be final and absolute.
- d. The Contractor shall require the bidder to agree to the State's Terms and Conditions before placing a bid.
- e. The Contractor's system shall offer members of the general public the ability to register on-line. No bids shall be accepted by anyone not properly registered and in good standing with the Contractor and the State.
- f. Cosmetic or design changes (planned downtime) to the Contractor's web site by 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.

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

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

**4.3 STATE ACCESS TO SYSTEM:**

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

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

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

#### 4.4 TRAINING:

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

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

#### 4.5 REPORTING:

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

#### 4.6 Auctioneer License:

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

### 5. TERMINATION

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

**5.2 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.

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

#### **6. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR**

The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications described in State RFB # 1866-16, as described herein, and under the terms of this Contract.

The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work.

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

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

#### **8. INSURANCE**

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

#### **9. 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.

Leonard Rautio shall be the liaison for the State:

Leonard Rautio, Administrator III  
Bureau of Surplus Property, Department of Administrative Services  
(P) (603) 271-3235  
E-mail Address: [Leonard.Rautio@NH.Gov](mailto:Leonard.Rautio@NH.Gov)

Jay T. St. Jean shall be the liaison for the Contractor (James R. St. Jean Auctioneers).

Address: 45 Exeter Road, Epping, NH 03042  
Telephone Number: (603) 734-4348  
Fax Number: (603) 734-4349  
E-Mail Address: [Jay@JSJAuctions.com](mailto:Jay@JSJAuctions.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.

Handwritten signature and date: JSJ  
5/2/16

## **10. MEETINGS AND REPORTS**

**10.1 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.

## **11. 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 5, 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.

## **12. 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.

## **13. 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.

## **14. 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.

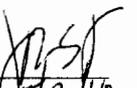
The following table sets forth the responsible parties for each level of the dispute resolution and the corresponding time allotment for resolution at each level.

<b>Level</b>	<b>The Contractor</b>	<b>The State</b>	<b>Cumulative Time Allotted</b>
Primary	Jay T. St. Jean	Matt Johnson	5 business days
First	James R. St. Jean	Leonard Rautio	10 Business days
Second	Susan Hennas	Lisa Pollard	15 Business days

*[Handwritten Signature]*  
5/2/16

The allotted time for the first level negotiations shall being 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 transaction disputes shall be governed by and subject to Section 13.

  
9/2/10

**EXHIBIT B**  
**PAYMENT TERMS**

**1. PRICING STRUCTURE**

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.

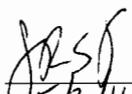
No Seller's Premium

Bidder's Premium: 5.00%

- 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 contractor will do so at its own expense. The State shall *not be responsible for credit/debit card fees*. The only allowable charge to the bidder 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 3<sup>rd</sup> 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.
- 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**

There are no other special provisions of this contract.

Contractor Initials   
Date 5/2/16

**EXHIBIT D**

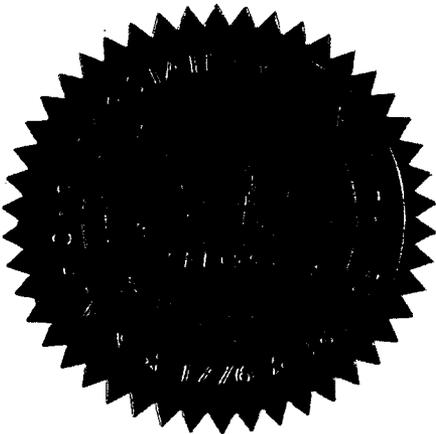
RFB #1866-16 is incorporated here within.

Contractor Initials JKS  
Date 5/2/14

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 black ink, which appears to read "William Gardner", is written over the printed name of the Secretary of State.

William M. Gardner  
Secretary of State

# James R. St. Jean

A U C T I O N E E R S

May 2, 2016

Mr. Leonard Rautio, Administrator III  
Bureau of Surplus Property, Department of Administrative Services  
State of New Hampshire  
25 Capitol Street  
Concord, NH 03301

RE: Certificate of Vote/Authority

Dear Leonard,

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/3/2016

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 Lambert <b>PHONE (A/C, No, Ext):</b> (800) 258-1776 <b>FAX (A/C, No):</b> (603) 429-1843 <b>E-MAIL ADDRESS:</b> llambert@minutemangroup.com													
	<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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<b>INSURED</b> James R St Jean Auctioneers Buzzsaw Realty LLC PO Box 400 Epping NH 03042														

**COVERAGES**

CERTIFICATE NUMBER: 2016-2017

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 INSD 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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		BOP8979837	3/30/2016	3/30/2017	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	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		BA8949347	3/30/2016	3/30/2017	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 checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CUB958795	3/30/2016	3/30/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N/A	3a state: NH WC8949147	3/30/2016	3/30/2017	<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		G2426645A	3/30/2016	3/30/2017	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: Auction Services; for Online Sales of State Surplus Property - Contract  
 Bid Number: BID 1862-16

**CERTIFICATE HOLDER****CANCELLATION**

State of New Hampshire, Admin. Services Purchasing Agent, Matt Johnson or his/her successor Bureau of Purchase & Property 25 Capitol Street, Room 102 Concord, 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 Thomas Mulligan/JOANN
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