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State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
25 Capitol Street - Room 100
Concord, New Hampshire 03301
(603) 271-3201 Office@das.nh.gov

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

November 1, 2022

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

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into Contract with JSJ Auctions, LLC, of Epping, NH, (Vendor No. 231036), at no cost to the State, to provide Live Auctioneering Services, from December 31, 2022 through December 31, 2027, a period of approximately five (5) years effective upon Governor and Council approval with the option to extend for up to an additional two (2) year term.

There is no cost to the State associated with the use of this Contract. The proceeds from the sales of surplus property shall be directly deposited into 01-14-14-149710-81600000-402085 and then shall be transferred in accordance with Adm. 611 State Surplus Management to State agencies.

EXPLANATION

The Department of Administrative Services (DAS) Division of Procurement & Support Services in accordance with RSA 21-I:12, I (a)(6) is required to manage state surplus property, in part, by "providing for disposal to the public by competitive bid whenever the estimated value of any unit or total of units is \$2,500.00 or more unless the director of the division of procurement and support services determines an alternate disposal method will be in the best interest of the state." State Surplus Property, also known as White Farm, does this in large part through semi-annual live auctions. The Spring and Fall live auctions account for approximately two-thirds of the Surplus Property section's revenue.

The Bureau of Purchase and Property, released RFB 2665-23 on August 12, 2022 with responses due on August 30, 2022. There were two (2) compliant responses; JSJ Auctions, LLC received the highest score. Scores were evaluated on the basis of the bidders' lowest applicable fees for buyer premium and associated processing charges.

JSJ Auctions, LLC is the incumbent auctioneer and has had this contract since 1988.

Based on the foregoing, I am respectfully recommending approval of the Contract with JSJ Auctions, LLC.

Respectfully submitted,



Charles M. Arlinghaus
Commissioner



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

Bid Description	Auctioneering	Agency:	Multiple
Bid #	2665-23	Requisition: #	NA
Agent Name	Sean Clark / Andrew Bennett	Bid Closing:	8/30/2022 10:00 am

Product Description	jsj auctions llc percentages	Jeff Martin Auctioneers Percentages	jsj auctions llc percentages	Jeff Martin Auctioneers Percentages
Auctioneer fee	8.00	10.00	65	52
returned to state	5.00	5.00	30	30
credit card fee	3.00	3.00	5	5
TOTAL			100	87

Special Notes:	Auctioneer Percentage Fee = (Lowest Percentage Fee Submitted/Auctioneer Percentage Fee Submitted) * 65
	Sales Return Percentage = (Auctioneer Return Percentage Submitted / Highest Return Percentage) * 30
	Credit Card Percentage Fee = (Lowest Percentage Fee Submitted/ Auctioneer Credit Card Percentage Fee Submitted) * 5

No Bid

NONE

Non-Compliant

Group Hospitality
incomplete response

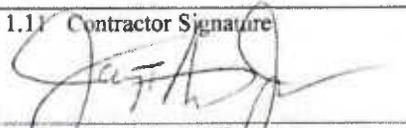
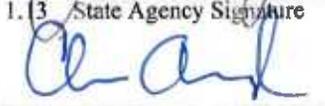
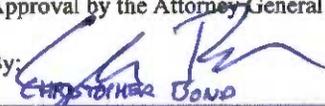
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Administrative Services Bureau of Purchase and Property		1.2 State Agency Address 25 Capitol Street, Room 102 Concord, NH 03301	
1.3 Contractor Name JSJ Auctions, LLC.		1.4 Contractor Address 45 Exeter Road Epping, N.H. 03042	
1.5 Contractor Phone Number 603-734-4348 800-639-1810	1.6 Account Number Various	1.7 Completion Date December 31, 2027	1.8 Price Limitation \$0.00
1.9 Contracting Officer for State Agency Gary Lunetta		1.10 State Agency Telephone Number 603-271-3606	
1.11 Contractor Signature  Date: 10/13/22		1.12 Name and Title of Contractor Signatory Jay T. St. Jean, Manager	
1.13 State Agency Signature  Date: 10/31/22		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 11/2/22			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials 
 Date 10/13/22

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

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

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

Contractor Initials

Date

JG
10/13/20

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under

this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

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

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

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

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

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

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

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

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

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

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

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Contractor Initials
Date

[Handwritten Signature]
[Handwritten Date: 12/13/22]

EXHIBIT A

SPECIAL PROVISIONS

There are no special provisions of this contract.

Contractor Initials

Date


11/13/20

**EXHIBIT B
SCOPE OF SERVICES**

1. INTRODUCTION

JSJ Auctions, LLC., (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Live Auction Services in accordance with the bid submission in response to State Request for Bid 2665-23 and as described herein.

2. CONTRACT DOCUMENTS

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

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A Special Provisions
- c. EXHIBIT B Scope of Services
- d. EXHIBIT C Method of Payment
- e. EXHIBIT D RFB 2665-23
- f. EXHIBIT E Contractor's Bid Response

In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1) Form Number P-37 as modified by EXHIBIT A "Special Provisions," (2) EXHIBIT B "Scope of Services," (3) EXHIBIT C "Method of Payment," (4) EXHIBIT D "RFB 2665-23," and (5) EXHIBIT E "Contractor's Bid Response."

3. TERM OF CONTRACT

The term of the contract shall commence on December 31, 2022 or upon approval of the Governor and Executive Council, whichever is later, through December 31, 2027, a period of approximately five (5) years.

The Contract may be extended for up to an additional two (2) years terms thereafter upon the same terms, conditions and pricing structure with the approval of the Commissioner of the Department of Administrative Services/Governor and Executive Council.

4. SCOPE OF WORK

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

CONTRACTOR RESPONSIBILITIES:

- Contractor shall be NH licensed. NH Auctioneer License# 2650
- Contractor shall conduct, at a minimum, two (2) annual Auctions, one (1) spring and one (1) fall on behalf of the State of New Hampshire. Historically, Spring Auctions are held on the Saturday after Mother's Day in May and Fall Auctions are held on the Saturday after Columbus Day in October. Preview Day for vehicles and inside items shall be held at a date and time prior to the Auction date as decided by the State. Auctions shall begin at 8:30 AM and run until all

A handwritten signature in black ink is written over the date line. The signature appears to be 'JSJ' followed by some illegible characters. The date '12/13/22' is written in black ink below the signature.

items are sold. It shall be at the discretion of the State whether or not more Auctions will occur outside of the regularly scheduled annual Auctions.

- Contractor shall follow all provisions of RSA 311B.
- Contractor shall comply with all Federal, State and Local laws.
- Contractor shall not require registration fees.
- Contractor shall not include personal items for bid in Auction.
- Contractor, and any associate auctioneers if applicable, providing services to the State of New Hampshire shall be qualified to sell a diverse category of products.
- Contractor shall provide experienced staff to prepare a listing of all Auction items. 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 approximately two (2) weeks prior to the Auction.
- Contractor shall have previously conducted a minimum of two (2) on site auctions of the type and size of the State Auction. For informational purposes only, the typical number of auction items would be between 900 – 1200.
- Contractor shall have the ability to manage industry-standard live auction formats, including but not limited to pre-bidding and simulcast.
- Contractor shall maintain a bidder listing consisting of bidder name and bid number. The Contractor shall provide the list to the State upon request and keep records of historical listings for a minimum of two (2) years after expiration of contract.
- Contractor shall maintain a current professional web site, and post details and photos of upcoming auctions on said site on a continuous basis for the duration of the contract.
- Contractor shall be prepared to provide local area networking (Wi-Fi) service as necessary; the State shall not provide this service.
- Contractor shall market the live auctions through print channels for a minimum of four weeks prior to each Auction. Advertisements shall include a general listing of items that may be found at each upcoming Auction; the minimum dimensions required for the advertisement shall be 2X4. Photo or photos, of some of the items will also be included. The Contractor shall also advertise the Auction on their professional website. Contractor shall advertise by other various methods as mutually agreed upon by the State and the Contractor prior to each Auction. The cost of all advertisements shall be solely borne by the Contractor.
- Contractor shall arrange and be financially responsible for one (1) City of Concord Police Officer to be present at the Preview and for one (1) New Hampshire State Police Officer to be present at the Auction. Historically, Officers are required on Preview Day from 8:00 AM through 3:00 PM (7 hours); and on Auction Day from 9:00 AM through 5:00 PM (8 hours).
- Contractor shall arrange for food truck services during both Preview and Auction day. Alcoholic beverages are not permitted on State Property during the time of the Preview or Auction. The State shall not provide indoor food preparation or refrigeration to the Vendor. The State shall provide one (1) outdoor power outlet to the Vendor.
- Contractor shall provide all necessary staff during time of Auction. This shall include but will not be limited to: auctioneers, runners, scribes, registration staff, payment processors, security, etc.


11/13/20

Historically it has been approximately twenty five (25) staff. State is not responsible for security and item check during auction. All Contractor staff shall wear name badges and identifiable clothing.

- Contractor shall have the capability to receive and process purchases via debit/credit cards, cash, business checks etc. Fees associated with purchase transactions shall be the sole responsibility of the Contractor.
- Contractor shall arrange for and be financially responsible for portable toilets for both Preview and Auction days. There shall be one (1) disability unit and five (5) each regular units on both days. Portable toilets shall be cleaned between Preview and Auction days.
- Contractor shall reimburse State for all items sold.
- Contractor shall provide (by 3:00 PM on the Monday following the Auction), an itemized list of all State, Municipal and miscellaneous items, with the purchase price of each item, as well as a legible copy of the Auction bidders registration list.
- Contractor shall make every reasonable effort to remove all sold items at the time of Auction. Ownership of all items paid for but not picked up by 2:00 PM on the Monday following the Auction shall revert back to the State. A Contractor representative shall be present during pick-up hours. Pickup hours shall be until 5:00 PM on the day of the Auction, 8:00 AM to 12:00 PM on the day following the Auction and 8:00 AM to 2:30 PM on the Monday following the Auction.
- All financial agreements described in Exhibit C of this contract shall be reported and paid to the State within twenty (20) business days from the date of Auction by check payable to the "Treasurer, State of New Hampshire". The Contractor is liable for payment to the State for all items that are sold by bid at the Auction, regardless of whether or not the successful bidder(s) has/have paid the Contractor.
- Contractor shall be required to submit reporting after each Auction. At a minimum, the report shall include contract number, all items present at Auction (broken out by municipal and State); total amount reimbursed to the State, municipal and other miscellaneous sales.

NOTE: The State of New Hampshire has a contract for Online Auction Services; items that are posted for sale on the Internet shall not be included in the Live Auction(s).

STATE RESPONSIBILITIES:

- State shall provide Auction location at the State Surplus Facility (White Farm), 144 Clinton Street, Concord, New Hampshire for the sale of State, Municipal and miscellaneous property.
- State shall coordinate the line-up for all items with the Contractor prior to the Preview.
- State shall coordinate and arrange both Preview and Auction dates with Auctioneer.
- State shall provide approximately (3) three personnel employees to arrange state property prior to the Auction and designate space, if available, for the placement of municipal property, and coordinate this activity with the Contractor.
- State shall have present approximately ten (10) personnel employees during the time of the Auction. This number shall include Department of Safety personnel (DMV) to issue temporary license plates (for those states who allow it) to winning bidders if required. State employees shall perform work for the State only, and represent themselves as employees of the State only.

- State shall issue keys to State owned vehicles during Preview day.
- State staff shall assign titles and provide keys to State owned vehicle purchases after Auction.

Except as otherwise provided in this Scope of Services, all services performed under this Contract shall be performed between the hours of 8:00 A.M. and 4:00 P.M. unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas.

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

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

The work staff shall consist of qualified persons completely familiar with the products and equipment that they will use. The Contracting Officer may require the Contractor to dismiss from the work such employees as the Contracting Officer deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

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

While on State property the Contractor, its employees, and its sub-contractors shall be subject to the authority and control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

All personnel shall observe all regulations or special restrictions in effect at any State agency location at which services are to be provided.

The Contractor's personnel shall be allowed only in areas where services are to be provided. The use of State telephones by the Contractor, its employees, or its sub-contractors is prohibited.

If sub-contractors are to be utilized, Contractor shall provide information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

5. 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 2665-23, as described herein, and under the terms of this Contract.

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

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

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

[https://das.nh.gov/purchasing/vendorregistration/\(S\(a0fzcv55ahaeqs45jpya5i45\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(a0fzcv55ahaeqs45jpya5i45))/welcome.aspx)

The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment or other property during the performance of the service shall be repaired at its own expense, to the State's satisfaction.

6. 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.

7. CONFIDENTIALITY & CRIMINAL RECORD

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

**EXHIBIT C
METHOD OF PAYMENT**

1. PRICING STRUCTURE

The Contractor hereby agrees to provide live auction services in complete compliance with State of New Hampshire Terms and Conditions, General Provisions Form P-37 and with all of the provisions described herein.

There shall be no fees or charges made to the State. The Contractor shall charge a maximum buyer fee of 8%, a maximum credit card fee of 3%, and the Contractor shall be responsible to reimburse the State 5% of the selling price of municipal, non-profit, court ordered, and other miscellaneous property.

Product Description	Percentages
Auctioneer Fee	8%
Credit Card Fee	3%
Returned To State	5%

2. PAYMENT

All financial agreements described in this contract shall be reported and paid to the State within twenty (20) business days from the date of Auction by check payable to the "Treasurer, State of New Hampshire". The Auctioneer is liable for payment to the State for all items that are sold by bid at the Auction, regardless of whether or not the successful bidder(s) has/have paid the Auctioneer.


10/13/08

EXHIBIT D

RFB 2665-23 is incorporated here within.

Contractor Initials 
Date 07/13/22

EXHIBIT E

Contractor's bid is incorporated here within.

Contractor Initials

Date


10/12/20

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that JSJ AUCTIONS LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on July 26, 2022. 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: 907220

Certificate Number: 0005880344



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 6th day of October A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State



October 11, 2022

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

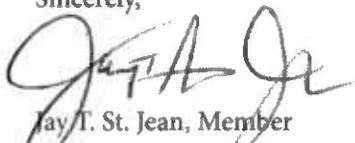
RE: Certificate of Authority

Dear Colin,

This letter will serve as verification that JSJAuctions, LLC. Is registered to conduct business in the State of New Hampshire as Limited Liability Company. The company contains two members, Jay T. St. Jean who has a home address of 30 Burnsen Avenue, Manchester, NH 03104 and Jeffrey S. St Jean who has a home address of 49 Old Farm Road, Bedford, NH 03110. Our Federal Tax ID (EIN) # is 88-3417933. Jay T. St. Jean and Jeffrey S. St. Jean are the only two individuals authorized to sign on behalf of the business.

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

Sincerely,



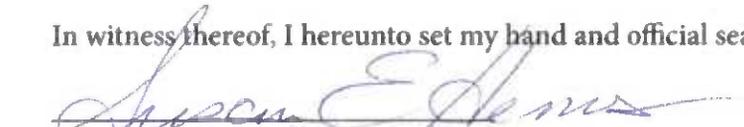
Jay T. St. Jean, Member
JSJAuctions, LLC

NOTARY PUBLIC/JUSTICE OF THE PEACE

On the 11 day of October, 2022, there appeared before me, the state and county foresaid a person who satisfactorily identified himself as Jay T 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:

2/3/2026
(Date)

