

STATE OF NEW HAMPSHIRE BID TRANSMITTAL LETTER

Date: _____

Company Name: _____

Address: _____

To: **Point of Contact:** Matt Johnson
Telephone: 603-271-3146
Email: PRCHWEB@NH.GOV

RE: Auction Services, For Online Sales of State Surplus Property

Bid Number: BID 1862-16
Bid Posted Date (on or by): 03/16/2016
Bid Closing Date and Time: 03/31/2016 @ 1:30 PM (EST)
Bid Opening Date and Time: 03/31/2016 @ 1:45 PM (EST)

Dear Matt Johnson:

[Insert name of signor] _____, on behalf of _____ [insert name of entity submitting bid (collectively referred to as "Vendor") hereby submits an offer as contained in the written bid submitted herewith ("Bid") to the State of New Hampshire in response to BID # 1862-16 for auction services, for online sales of State surplus property, contract(s) at the price(s) quoted herein in complete accordance with the bid.

Vendor attests to the fact that:

1. The Vendor has reviewed and agreed to be bound by the Bid.
2. The Vendor has not altered any of the language or other provisions contained in the Bid document.
3. The Bid is effective for a period of 180 days from the Bid Opening date as indicated above.
4. The prices Vendor has quoted in the Bid were established without collusion with other vendors.
5. The Vendor has read and fully understands this Bid.
6. Further, in accordance with RSA 21-I:11-c, the undersigned Vendor certifies that neither the Vendor nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):
 - a. Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
 - b. Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
 - c. Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
 - d. Is currently debarred from performing work on any project of the federal government or the government of any state;
 - e. Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
 - f. Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
 - g. Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
 - h. Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
 - i. Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
 - j. Has been placed on the debarred parties list described in RSA 21-I:11-c within the past year.

Authorized Signor's Signature _____ **Authorized Signor's Title** _____

NOTARY PUBLIC/JUSTICE OF THE PEACE

COUNTY: _____ **STATE:** _____ **ZIP:** _____

On the ____ day of _____, 2016, personally appeared before me, the above named _____, in his/her capacity as authorized representative of _____, known to me or satisfactorily proven, and took oath that the foregoing is true and accurate to the best of his/her knowledge and belief.

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

(Notary Public/Justice of the Peace)

My commission expires: _____ (Date)

**REQUEST FOR BID FOR CONTRACTS TO
PROVIDE AUCTION SERVICES FOR ONLINE SALES OF STATE SURPLUS PROPERTY FOR
THE STATE OF NEW HAMPSHIRE**

PURPOSE:

The purpose of this bid invitation is to establish a contract(s) for online auction services, to the State of New Hampshire, Surplus Property, with services indicated in the SCOPE OF SERVICES and OFFER sections of this bid invitation, in accordance with the requirements of this bid invitation and any resulting contract.

INSTRUCTIONS TO VENDOR:

Read the entire bid invitation prior to filling it out. Complete the pricing information in the "Offer" section (detailed information on how to fill out the pricing information can be found in the "Offer" section); complete the "Vendor Contact Information" section; and finally, fill out, sign, and notarize page one of the bid invitation.

BID SUBMITTAL:

All bids must be submitted on this form (or an exact copy), must be typed or clearly printed in ink, and must be received on or before the date and time specified on page 1 of this bid under "Bid Closing". Interested parties may submit a bid to the State of New Hampshire Bureau of Purchase and Property by **email to PRCHWEB@NH.GOV**. All bids must be clearly marked with bid number, date due and purchasing agent's name.

IF YOU ARE EXPERIENCING DIFFICULTIES EMAILING YOUR BID OR YOU WISH TO VERIFY THAT YOUR BID RESPONSE HAS BEEN RECEIVED, PLEASE CALL (603) 271-2201 AND ASK A PURCHASING ASSISTANT FOR ASSISTANCE OR TO CHECK ON THE STATUS OF YOUR BID RESPONSE.

TIMELINE:

The timeline below is provided as a general guideline and is subject to change. Unless stated otherwise, consider the dates below a "no later than" date.

3/16/2016	Bid Solicitation distributed on or by
3/25/2016	Last day for questions, clarifications, and/or requested changes to bid
3/31/2016	1:30 PM (EST) PM Bid Closing
3/31/2016	1:45 PM (EST) PM Bid Opening
6/01/2016	Estimated Implementation of Contract

CONTRACT TERM:

The term of the contract shall be from June 1, 2016 or the date of award, whichever is later, through May 31, 2019 a period of approximately three (3) years. The contract may be extended for an additional two (2) years thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the successful Vendor and the State with the approval of the Governor and Executive Council. The maximum term of the contract (including all extensions) shall not exceed five (5) years.

SPECIFICATIONS:

Complete specifications required are detailed in **SCOPE OF SERVICES** in this bid. In responding to the bid, the Vendor shall address all requirements for information as outlined.

TERMS OF SUBMISSION:

All material received in response to this bid shall become the property of the State and will not be returned to the Vendor. Regardless of the Vendors selected, the State reserves the right to use any information presented in a bid response. The content of each Vendor's bid shall become public information once a contract(s) has been awarded.

A responding bid that has been completed and signed by your representative will constitute your company's acceptance of all State of New Hampshire terms and conditions and will legally obligate your company to these terms and conditions.

A signed response further signifies that from the time the bid is published (bid solicitation date and time) until a contract is awarded, no bidder shall offer or give, directly or indirectly, any gift, expense reimbursement, or

honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who will select, evaluate, or award the RFB.

Furthermore, a signed response signifies that any terms and/or conditions that may be or have been submitted by the Vendor are specifically null and void and are not a part of this bid invitation or any awarded purchase order, even if said terms and/or conditions contain language to the contrary.

The form P-37 Contract attached hereto shall be part of this bid and the basis for the contract(s). The successful Vendor and the State, following notification, shall promptly execute this contract form, which is to be completed by incorporating the service requirements and price conditions established by the vendor's offer.

Complete bids shall be filled out on the original documents and format that are a part of this bid invitation. Vendors may submit additional paperwork with pricing, but all pricing shall be on the documents provided with this bid invitation and in the State's format.

LIABILITY:

The State shall not be held liable for any costs incurred by Vendor(s) in the preparation of bid(s) or for work performed prior to contract issuance.

PUBLIC DISCLOSURE OF BID SUBMISSIONS:

Generally, all bids and proposals (including all materials submitted in connection with them, such as attachments, exhibits and addenda) become public information upon the effective date of a resulting contract or purchase order. However, to the extent consistent with applicable state and federal laws and regulations, as determined by the State, including, but not limited to, RSA Chapter 91-A (the "Right-to-Know" Law), the State will attempt to maintain the confidentiality of portions of a bid that are clearly and properly marked by a Vendor as confidential. Any and all information contained in or connected to a bid or proposal that a Vendor considers confidential must be clearly designated in a manner that draws attention to the designation. The State shall have no obligation to maintain the confidentiality of any portion of a bid, proposal or related material, which is not so marked. Marking an entire bid, proposal, attachment or sections thereof confidential without taking into consideration the public's right to know will neither be accepted nor honored by the State. Notwithstanding any provision of this RFP/RFB to the contrary, pricing will be subject to public disclosure upon RFB opening, regardless of whether or not marked as confidential. If a bid or proposal results in a purchase order or contract, whether or not subject to approval by the Governor and Executive Council, all material contained in, made part of, or submitted with the contract or purchase order shall be subject to public disclosure.

If a request is made to the State by any person or entity to view or receive copies of any portion of a bid or proposal, and if disclosure is not prohibited under RSA 21-I: 13-a, Vendors acknowledge and agree that the State may disclose any and all portions of the bid, proposal or related materials which is not marked as confidential. In the case of bids, proposals or related materials that contain portions marked confidential, the State will assess what information it believes is subject to release; notify the Vendor that the request has been made; indicate what, if any, portions of the bid, proposal or related material will not be released; and notify the Vendor of the date it plans to release the materials. The State is not obligated to comply with a Vendor's designation regarding confidentiality.

By submitting a bid or proposal, the Vendor agrees that unless it obtains and provides to the State, prior to the date specified in the notice described in the paragraph above, a court order valid and enforceable in the State of New Hampshire, at its sole expense, enjoining the release of the requested information, the State may release the information on the date specified in the notice without any liability to the Vendor.

Notwithstanding RSA 91-A:4, no information shall be available to the public, or to the members of the general court or its staff concerning specific responses to this bid invitation from the time this bid is published until the closing date for responses.

From the closing date of the bid until the award is made is considered "quiet time." Bidders may not discuss their bid or anything specifically pertaining to the bid with any State entity (other than personnel from the Bureau of Purchase and Property) including the requesting/customer agency(ies). If found in violation of this part, the bidder shall be found non-compliant and will no longer be allowed to proceed in the award process.

TERMINATION:

The State of New Hampshire shall have the right to terminate the contract at any time by giving the successful Vendor a thirty (30) day written notice.

VENDOR CERTIFICATIONS:

ALL Vendors **SHALL** be duly registered as a Vendor authorized to conduct business in the State of New Hampshire prior to the issuance of a contract. Vendors shall comply with the certifications below throughout the term of any contract which results from this bid. Failure to comply shall be grounds for the termination of any contract:

- **STATE OF NEW HAMPSHIRE VENDOR APPLICATION:** Prior to any award, Vendor **MUST** have a completed Vendor Application and Alternate W-9 Form on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee): <http://admin.state.nh.us/purchasing/Contractor.asp>
- **NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION:** A bid award, in the form of a contract, will **ONLY** be awarded to a Vendor who is registered to do business **AND** in good standing with the State of New Hampshire. Please visit the following website to find out more about the requirements for registration with the NH Secretary of State: <http://www.sos.nh.gov/corporate>.

CERTIFICATE OF INSURANCE:

Prior to being awarded a contract the Vendor shall be required to submit proof of Comprehensive General Liability prior to performing any services for the State. The coverage shall have appropriate riders 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. Coverage shall also include automobile liability and State of New Hampshire workers' compensation as defined by the State.

PAYMENT:

Vendor shall submit final payment within 10 days from the date of the final sale.

BID INQUIRIES:

Any questions, clarifications, and/or requested changes must be received in writing at the Bureau of Purchase and Property no later than 4:00 PM as listed in the timeline above. Questions shall not be submitted to anyone other than the Purchasing Agent or his/her representative. Bidders that submit questions verbally or in writing to any other State entity or State personnel shall be found in violation of this part and may be found non-compliant.

Questions must be submitted by E-mail to Matt Johnson at the following address: matthew.johnson@nh.gov

The Vendor shall include complete contact information including the Vendor's name, telephone number, fax number and e-mail address.

BID DUE DATE:

All bid submissions shall be received at the Bureau of Purchase and Property no later than the date and time shown on the transmittal letter of this bid. Submissions received after the date and time specified will be marked as "Late" and will not be considered in the evaluation process.

All offers shall remain valid for a period of one hundred eighty (180) days from the bid due date. A vendor's disclosure or distribution of bids other than to DAS, Bureau of Purchase and Property may be grounds for disqualification.

ADDENDA:

In the event it becomes necessary to add to or revise any part of this bid prior to the scheduled submittal date, the NH Bureau of Purchase and Property will post on our web site any Addenda. Before your submission and periodically prior to the RFB closing, Vendors are required to **check the site for any addenda** or other materials that may have been issued affecting the bid. The web site address is <http://das.nh.gov/Purchasing/vendorresources.asp>.

VENDOR RESPONSIBILITY:

The successful Vendor shall be solely responsible for meeting all terms and conditions specified in the bid, and any resulting contract.

All State of New Hampshire bid invitations and addenda to these bid invitations are advertised on our website at: <http://das.nh.gov/Purchasing/vendorresources.asp>.

It is a prospective Vendor's responsibility to access our website to determine any bid invitation under which they wish to participate. It is also the Vendor(s)'s responsibility to access our website for any posted addendum.

The website is updated several times per day; it is the responsibility of the prospective Vendor(s) to access the website frequently to ensure no bidding opportunity or addenda is overlooked.

It is the prospective Vendor's responsibility to forward a signed copy (if the form has a signature block) of any addenda to the Bureau of Purchase and Property with the bid response.

In preparation of your bid response, you shall:

- Complete the pricing information in the "Offer" section; and
- Complete all other required information on your offer; and
- Complete the "Vendor Contact Information" section; and
- Complete the company information on the "Transmittal Letter" page, and sign the bid in the space provided on that page. The Transmittal Letter page must be notarized to be an official submission.

IF AWARDED A CONTRACT:

The Contractor must complete the following sections of the attached Agreement State of New Hampshire Form #P-37:

Section 1.3 Contractor Name

Section 1.4 Contractor Address

Section 1.11 Contractor Signature

Section 1.12 Name & Title of Contractor Signor

Section 1.13 Acknowledgement

Section 1.13.1 Signature of Notary Public or Justice of the Peace

Section 1.13.2 Name & Title of Notary or Justice of the Peace

- Provide certificate of insurance with the minimum limits required as described above on Page 2.
- Provide certificate of workers' compensation.
- Provide a certificate of good standing from the NH Secretary of State or proof of your completion of and payment for the start of the registration process.

AWARD:

The award shall be made to the responsible Vendor(s) meeting the criteria established in this RFB and providing the lowest cost in total fixed fee percent over three years. The State reserves the right to reject any or all bids or any part thereof and add/delete locations to the contract price. If an award is made it shall be, in the form of a State of New Hampshire Contract(s).

If the contract is awarded, it will be awarded in total.

NOTIFICATION AND AWARD OF CONTRACT(S):

Bid results will not be given by telephone. For Vendors wishing to attend the bid opening, the names of the vendors submitting responses and pricing will be made public. Other specific response information will not be given out. Bid results will be made public after final approval of the contract(s).

Bid results may also be viewed on our website at <http://das.nh.gov/purchasing>.

SCOPE OF SERVICES:

INTRODUCTION:

The State of New Hampshire is soliciting bids from qualified Bidders to provide auction services, for online sales of State surplus property. The Department of Administrative Services, Bureau of Surplus Property holds semi-annual live auctions; the estimated live auction total sales vary between \$200,000 and \$350,000. Material available for these sales typically include items such as used furniture, equipment and vehicles, including computers, laptops, cameras, jewelry, desks, chairs, filing cabinets, dump trucks, SUVs, compact cars, etc.

MANDATORY REQUIREMENTS:

All items listed in this section are mandatory requirements. The successful Bidder(s) shall be able to satisfy all these requirements to be deemed a responsible successful Bidder(s).

Bidder(s) shall mark either "yes" or "no" to each of the following requirements in Section III. By indicating "yes", a Bidder(s) agrees that it shall comply with the requirements through the full term as well as any extension of any resulting contract. In addition, for specific requirements, the Bidder(s) shall provide specific references and/or supportive material to verify the Bidder's compliance with the requirement. Failure to provide this information may cause the bid to be deemed as non-responsive and therefore rejected. The State reserves the right to determine whether the supportive materials submitted by the Bidder(s) demonstrate the Bidder(s) will be able to comply with the mandatory requirements. If the State determines the supportive materials do not demonstrate the Bidder(s) will be able to comply with the mandatory requirements, the State may disqualify the bid.

1. EXPERIENCE & LICENSED:

- a. The successful Bidder(s) shall be experienced at auctioning via the internet, have considerable knowledge of the advertising media in prospective markets and shall have demonstrated municipal/government experience.
- b. **The successful Bidder(s) shall be licensed with the NH Board of Auctioneers**, please provide your license number.

2. SERVICE:

- a. The successful Bidder(s) shall provide and maintain all the software and hardware that manages the online auction system.
- b. The successful Bidder(s) online auction system shall offer flexibility in how the auction can be conducted. The following functionalities are required:
 - 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 successful Bidder(s) 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 successful Bidder(s) 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 successful Bidder(s) shall 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 successful Bidder(s) shall provide documentation of all marketing efforts, e.g., copies of print advertisements, schedules of radio or television spots, etc., to the State. The successful Bidder(s) shall, upon request by the State, provide advertising services for unique or high value property.
- f. The successful Bidder(s) 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 successful Bidder's auction site.

3. SYSTEM REQUIREMENTS:

- a. The successful Bidder'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 at all times 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 successful Bidder'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 successful Bidder(s) shall require the bidder to agree to the State's Terms and Conditions before placing a bid.
- e. The successful Bidder'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 successful Bidder(s) and the State.
- f. Cosmetic or design changes (planned downtime) to the successful Bidder's web site by the successful Bidder(s), or on behalf of the successful Bidder(s), 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 successful Bidder(s) 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 successful Bidder(s) shall provide real-time monitoring of the auction in progress.

4. 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, bid increment amounts, 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.

5. TRAINING:

The successful Bidder(s) 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 successful Bidder(s) 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

6. REPORTING:

- a. The successful Bidder(s) 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 successful Bidder(s) shall also provide the State with complete records of all transactions to include identification of each item sold, the name of the successful Bidder(s) including the complete address and phone number and email address, and the same amount of the day of the auction.
- c. The successful Bidder(s) shall provide the State, or any authorized agents, access to any records necessary to determine contract compliance. In addition the successful Bidder(s) 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 successful Bidder(s) 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 successful Bidder(s) shall provide, at its location, complete and secure data storage for all inventory items and transaction information. The successful Bidder(s) shall provide electronic archival data as requested, and shall maintain a comprehensive backup and disaster recovery plan.

7. BIDDER PAYMENTS:

After an electronic award has been made, the successful Bidder(s) shall be responsible for receipt of all bidder payments.

- a. The successful Bidder(s) 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 successful Bidder(s) 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 successful Bidder(s) shall accept credit/debit cards as full payment for property purchased. When accepting credit/debit payments, the vendor will do so at its own expense. The State shall *not be responsible for credit/debit card fees*. The only allowable charge to the bidder will be the percentage that the successful Bidder(s) states in their bid as a bidder's premium as indicated in the 'Offer Section'. If necessary, the successful Bidder(s) may also accept other payments from bidders (i.e.: wire transfers from 3rd party), in order to complete the transaction. **The State will not collect payments from bidders.** The successful Bidder(s) will be responsible for handling all payments in whatever manner they are made.
- c. If sales tax collection is required for property sold by the successful Bidder(s) on behalf of the State, it shall be the successful Bidder's responsibility to collect and remit the taxes.
- d. The customer will have minimum of five (5) calendar days, but no more than ten (10) calendar days, after the end of the auction to **pay for** all items that were awarded. The customer will have a maximum of ten (10) business days (as defined by the State) after the end of the auction to **pick up** all items that were awarded. Property removal extensions shall be approved by the State upon request from the customer. The State will notify the successful Bidder(s) if such extensions are granted.
- e. The successful Bidder(s) shall be responsible for providing a reminder to the State and the buyers that have not paid for their item(s) within the five (5) calendar day period, or picked up their items within the ten (10) day period allowed. The State is to be included as a recipient of these reminders for record keeping purposes.
- f. After the customer has paid for the property, the successful Bidder(s) shall send a customer receipt/property release form by e-mail to the State. The design and layout of the customer receipt/property release form shall be of a style and type approved by the State and shall include, at a minimum, the following information:
 1. Customer name
 2. Name the item is to be titled in (if applicable)
 3. Valid physical mailing address
 4. Telephone number
 5. Facsimile number (if applicable)
 6. E-mail address
 7. The State's inventory control number (if provided by the State during the posting process)
 8. Unique document control number (issued by the successful Bidder(s))
 9. Description of purchased property (shall include quantity and all identifying mark(s) as supplied by the State to the successful Bidder(s))
 10. Price paid by the customer for the item(s)
 11. Date the customer paid for the item(s)
- g. The State shall prepare all sales documents (titles and/or bills of sale) as the customer receipt/property release forms are received from the successful Bidder(s). These documents shall be completed based on the information supplied on the customer receipt/property release form. After the property has been picked up, the State shall notify the successful Bidder(s) stating that the property has been removed from the sales location. This notification shall contain the date that the property was removed.

- h. If the customer has not removed their property within the time frame set by the State for the item, the successful Bidder(s) shall, after approval from the State, take actions to block the bidder from any future purchases of any State surplus property from all State accounts throughout the state.

8. WINNING BIDDER'S PREMIUM:

The successful Bidder's compensation shall be contingent upon the satisfactory completion of authorized auction. This commission fee as indicated in the 'Offer Section' shall be collected at the time of the bidder's payment and shall be retained by the successful Bidder(s). There shall be no commissions or listing fees charged to the State by the successful Bidder(s) on any items that are listed on the offeror's site.

9. SUCCESSFUL BIDDER(S) PAYMENTS: TERMS AND CONDITIONS:

The State shall not be billed or charged any fees by the successful Bidder(s) for any of the requested services of this contract.

The successful Bidder(s) shall transfer to the State the net proceeds of any and all auctions. The State has the capability to accept electronic funds transfers from the successful Bidder(s).

- a. This transfer of funds shall be received within six (6) business days of notification to the successful Bidder(s) that the surplus items have been picked up by the bidder.
- b. The successful Bidder(s) shall provide a copy of an 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.
- c. The State, at its discretion, may modify the information requirements of the activity report.
- d. The State shall confirm the auction settlement. Any discrepancy in accounting shall be announced in writing, and shall be remedied by the successful Bidder(s) within five (5) business days of the successful Bidder's receipt of such information.
- e. The successful Bidder(s) shall retain applicable commission fees in accordance with the winning bidder's fee as described herein.

OBLIGATIONS AND LIABILITY OF THE VENDOR:

The Vendor shall perform all the work and furnish all the materials, tools, equipment and safety devices necessary to perform in the manner and within the time hereinafter specified. Vendor shall complete the entire work to the satisfaction of the State and in accordance with the specifications herein mentioned, at the price herein agreed upon and fixed therefore. All the work, labor and equipment to be done and furnished under this contract(s), shall be done and furnished strictly pursuant to, and in conformity with the specifications described herein, and the directions of the State representatives as given from time to time during the progress of the work, under the terms of this contract(s) and also in accordance with contract drawings.

The Vendor shall take all responsibility for the work under this contract; for the protection of the work; and for preventing injuries to persons and damage to property and utilities on or about the work. They shall in no way be relieved of their responsibility by any right of the State to give permission or issue orders relating to any part of the work; or by any such permission given on orders issued or by failure of the State to give such permission or issue such orders. The Vendor shall bear all losses resulting to him or to the Owner on account of the amount or character of the work, or because of the nature of the area in or on which the work is done is differed from what was estimated or expected, or account of the weather, elements or other causes.

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

PERFORMING SERVICES:

The Vendor will perform all services according to the requirements and specifications of this bid.

OFFER:

Vendor hereby offers to perform the services to the State of New Hampshire as specified at the percentage quoted below, in complete accordance with general and detailed specifications included herewith.

Please indicate below the Bidder's Premium:

_____ %

Percentage shall be expressed in four (4) digits. For example: 01.05%.

VENDOR CONTACT INFORMATION:

The following information is for this office to be able to contact a person knowledgeable of your bid response, and who can answer questions regarding it:

_____	_____	_____
Contact Person	Telephone Number	Toll Free Telephone Number
_____	_____	_____
Fax Number	E-mail Address	Company Website
_____	_____	
Vendor Company Name	DUNS #	

Note: To be considered, bid must be signed and notarized on front cover sheet in the space provided.

SAMPLE FORM TO BE COMPLETED UPON AWARD

FORM NUMBER P-37 (version 5/8/15)

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		1.2 State Agency Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory	
1.13 Acknowledgement: State of _____, County of _____			
On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace			
[Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature		1.15 Name and Title of State Agency Signatory	
Date:			
1.16 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i>			
By: _____		Director, On: _____	
1.17 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i>			
By: _____		On: _____	
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, 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.

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.