

STATE OF VERMONT  
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Department of Buildings and General Services, Office of Purchasing and Contracting (the "State") and Auctions International, with a principal place of business in East Aurora, NY (the "Contractor") that the contract between them originally dated as of November 1, 2021, Contract # 42731, as amended to date, (the "Contract") is hereby amended as follows:

I. This amendment is retroactive affective back to the start date of the current contract on November 01, 2021.

II. Attachment B, Payment Provisions. The payment provisions are amended as follows:

Section 2, Subsections a and b of Attachment B are hereby deleted in their entirety and replaced as set forth below:

2. Payment Specifics:
  - a. On-site Auctioneer Services
    - i. Sales up to \$250,000 2.96%
    - ii. Sales over \$250,001 2.86%
  - b. On-line Auctioneer Services
    - i. Sales up to \$250,000 3.45%
    - ii. Sales over \$250,001 2.96%

Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs). Contractor is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Contractor further certifies under pains and penalties of perjury that, as of the date this contract amendment is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing-contracting/debarment>

This document consists of 2 pages. Except as modified by this Amendment No. 1, all provisions of the Contract remain in full force and effect.

*[Remainder of Page Intentionally Left Blank]*

The signatures of the undersigned indicate that each has read and agrees to be bound by this Amendment to the Contract.

**STATE OF VERMONT**

**Auctions International**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** Jennifer M.V. Fitch

**Name:** \_\_\_\_\_

**Title:** Commissioner - Buildings and  
General Services

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

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**STANDARD CONTRACT FOR SERVICES**

1. **Parties.** This is a contract for services between the State of Vermont, Department of Buildings and General Services, Office of Purchasing and Contracting (hereinafter called “State”), and Auctions International, with a principal place of business in East Aurora, NY, (hereinafter called “Contractor”). Contractor’s form of business organization is Corporation. It is Contractor’s responsibility to contact the Vermont Department of Taxes to determine if, by law, Contractor is required to have a Vermont Department of Taxes Business Account Number.
2. **Subject Matter.** The subject matter of this contract is services generally on the subject of providing Auctioneer services for the State of Vermont on an as-needed basis. Detailed services to be provided by Contractor are described in Attachment A.
3. **Maximum Amount.** In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$250,000.00.
4. **Contract Term.** The period of Contractor’s performance shall begin on November 1, 2021 and end on October 31, 2023, with the option to renew for two additional twelve-month periods.
5. **Prior Approvals.** This Contract shall not be binding unless and until all requisite prior approvals have been obtained in accordance with current State law, bulletins, and interpretations.
6. **Amendment.** No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.
7. **Termination for Convenience.** This contract may be terminated by the State at any time by giving written notice at least thirty (30) days in advance. In such event, Contractor shall be paid under the terms of this contract for all services provided to and accepted by the State prior to the effective date of termination.
8. **Attachments.** This contract consists of 11 pages including the following attachments which are incorporated herein:

Attachment A - Statement of Work

Attachment B - Payment Provisions

Attachment C – “Standard State Provisions for Contracts and Grants” a preprinted form (revision date 12/15/2017)

9. **Order of Precedence.** Any ambiguity, conflict or inconsistency between the documents comprising this contract shall be resolved according to the following order of precedence:

- (1) Standard Contract
- (2) Attachment C (Standard State Provisions for Contracts and Grants)
- (3) Attachment A
- (4) Attachment B

**WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT**

By the State of Vermont:

By Auctions International:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Jennifer Fitch - Commissioner

Name: \_\_\_\_\_

Title: Buildings & General Services

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

**ATTACHMENT A – STATEMENT OF WORK**

The Contractor shall

**1.1 ON- LINE AUCTIONS:**

- 1.1.1. Contractor must be qualified and licensed, if applicable, to conduct on-line auctions
- 1.1.2. Contractor must have current experience in conducting on-line auctions with vehicles or similar commercial equipment.
- 1.1.3. Preference will be given to proposals that do not include a buyer's premium.
- 1.1.4. Contractor must have a well-established on-line auction system.
  - 1.1.4.1. Contractor will specify what format and the receiving requirements for on-line bids.
  - 1.1.4.2. Contractor will detail any restrictions and or requirements for sale types.
  - 1.1.4.3. Contractor shall make real-time bidding history available to the State, including bidders' registered ID and amount of bid.
- 1.1.5. The following options are requested:
  - 1.1.5.1. Minimum starting amount
  - 1.1.5.2. No reserve price (item is sold absolute to highest bidder)
  - 1.1.5.3. Hidden reserve amount
- 1.1.6. Contractor will provide information on the process for proxy bidding by any interested bidder who does not own a computer.
- 1.1.7. Contractor will state the process for handling last minute bids and closing bids.
- 1.1.8. Contractor will have a well-established audience:
  - 1.1.8.1. Contractor will provide the number of registered on-line bidders.
- 1.1.9. Contractor will have a well-established marketing system:
  - 1.1.9.1. Contractor will specify what types of general and targeted advertising methods and frequency they are used to promote specific sales to reach current and potential bidders.
- 1.1.10. Contractor will provide proof of payment to the State of Vermont in the form of an email (PDF format attachment) or fax, of the Buyer's paid receipt(s). This proof of payment will be for the release of the vehicle, keys and title to the Buyer. Buyers will be solely responsible for removal of won vehicle(s) within the time specified by the State of Vermont (to be determined for each sale). The titles will remain with the State until proof of payment is recorded, and the State mails the title to the buyers. Pickup and payment terms will be posted on each listing in the auction.
- 1.1.11. Contractor will provide payment in check form to the State of Vermont within fifteen business days after the bids close. Contractor assumes all liability for payment made from bidder. If winning bidder does not pay, the state will maintain ownership of the item until either the next most qualified bid is accepted by the State, or the item is sold at a later date.
- 1.1.12. The contractor will provide the following bidder's activity in Excel or compatible format within fifteen days of the completion of each sale:
  - 1.1.12.1. Bidder number assigned
  - 1.1.12.2. Name

- 1.1.12.3. Complete mailing address
- 1.1.12.4. E-mail if captured
- 1.1.12.5. Telephone number if captured
- 1.1.12.6. Lot number
- 1.1.12.7. Year/ Make/ Model/ VIN
- 1.1.12.8. Amount of sale
- 1.1.13. Any advertising, press release or other material prepared and released in written or oral form by the contractor in connection with the services provided under this contract shall be approved by the state prior to release. Vendor will send an e-mail broadcast to their on-line customer base notifying them of auctions at the time they are posted. This email broadcast will include a "state group" of recipients.
- 1.1.14. Payments may be withheld in whole or in part in the event of failure by the Contractor to comply with the terms of the contract.
- 1.1.15. The State shall not be responsible for expenses of the contractor unless it is so specified in the attached bid response sheet.

## **1.2. ON-SITE/PHYSICAL AUCTIONS:**

- 1.2.1. Contractor shall plan, set up, advertise, and conduct the auction sales for the State for the disposal of automobiles, trucks and other surplus equipment and supplies at times and locations specified by the State. Contractor shall do an audio or video recording of sale. Contractor will provide a P.A. system capable of a 360-degree radius.
- 1.2.2. Contractor shall provide all material and personnel necessary for advertising, setup, preview and conduct of the auction sale, except as provided (reference Section 2.4, State's obligation), including at least 2 people to assist with the setup of vehicles on a day or days prior to the auction date, and sufficient personnel to expedite the closing of the auction sale.
- 1.2.3. Contractor shall advertise the auction in a timely and thorough manner to effectively promote the sale of state property, including the preparation, printing, and mailing of advertising brochures at least three weeks before the auction date. Advertising should include but is not limited to the following newspapers: New York Times, Boston Globe, Burlington Free Press, Rutland Herald, Times Argus, Press Republican (Plattsburg) and any applicable trade journals.
- 1.2.4. Brochures will be mailed to all parties on the list provided by the state. The entire cost of all advertising, including printing and mailing cost is to be paid by the contractor. Contractor shall provide at least 800 brochures for distribution to State Agencies, a minimum of three weeks before the date of the auction.
- 1.2.5. No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered, and signed by the duly authorized representatives of the State and Contractor.
- 1.2.6. Payments may be withheld in whole or in part in the event of failure by the Contractor to comply with the terms of the contract.
- 1.2.7. This contract may be canceled by either party by giving ninety (90) days written notice.
- 1.2.8. This contract and any amendments thereto shall not be binding on either party until they have been certified by the Attorney General's office under the provision of 3 V.S.A. Section 311(a) (10), approved by the Governor or his/her designee on form AA-14, and signed by the authorized person in the contracting agency. In the event this contract is executed by the parties prior to these prerequisites, but such conditions are subsequently met, the commencement date set forth in the contract shall control.

1.2.9. Contractor shall, within 15 days after the auction sale provide the State with a report of all advertising done for the sale and a list of the registered bidders and a report that contains, at a minimum, the following information:

- Vehicle ID
- Make
- Year
- Bidder number, name and address

Format for this report must be Microsoft Excel or text format that can be imported to Excel.

1.2.10. Contractor will provide catering service for the auction. Any caterer must be licensed to do business in the State of Vermont. A preference should be given to local non-profit organizations. Contractor is responsible for cleanup of lot after auction. Contractor is responsible for all electrical hookups requiring other than 110 volts provided by the State. All hookups for electricity must comply with State safety codes.

1.2.11. Contractor shall setup vehicles, equipment and supplies to be auctioned at the auction site at a time specified by the State; approximately one week before the auction date.

1.2.12. Contractor shall provide the personnel and materials necessary for potential buyers to preview auction items and pre-register for the auction on the day before the auction sale and at least two hours before the commencement of the sale on the auction date. Contractor is responsible for providing, placing and removal of portable restroom facilities. A minimum of three (3) port-a-lets are required, with one being handicap accessible.

1.2.13. Contractors shall be responsible for any and all checks accepted at the sale.

1.2.14. Buyers must be provided the option of paying only 25% of the sale on the day of the auction. Contractor may collect the deposit at time of sale or at the close of the auction. Contractor is responsible for the collection of all monies due. Contractor shall inform depositors, and stipulates as a condition of receipt of deposit, that **the item purchased must be removed by 3:00PM on the Wednesday following the auction, or the Buyer will be assessed a \$25.00 per day storage fee, per item.**

1.2.15. At the end of the sale, the Contractor and the representative of the State shall compare their tallies and reconcile their figures. The contractor shall then present a check to the State Representative for the total amount of the sale. Contractor is responsible for the collection of all outstanding monies due. At this time, the State will turn over to the Contractor, all keys and titles for vehicles sold.

1.2.16. The Contractor shall render to the State a bill showing the gross auction receipts and commissions due. This invoice will be processed through the State of Vermont Finance Department and a check will be mailed to the contractor.

1.2.17. Contractor shall prevent items that are not paid for in full from being removed from the auction site during the day of the sale. Contractor shall post someone at the gate to prevent unpaid items from leaving the premises. Contractor shall provide purchasers with a bill of sale sufficient to register a vehicle as required by the Vermont Department of Motor Vehicles. A State representative will have custody of the keys for the auction items and will surrender them only upon presentation of such a bill of sale.

1.2.18. At the close of the sale all records pertaining to the sale will be turned over to the State representative for verification and a copy will be retained for the State's file. This at a minimum will include the Lot #, Buyers # and the sale price of all auction items. This is in addition to the requirements in Section 2.2.5.

- 1.2.19. Contractor may not require a deposit at time of registration or charge a buyer's premium unless agreed upon by the State.
- 1.2.20. Vehicles from political subdivisions of the State of Vermont may be placed in the auctions at the same commission rate as bid to the state. Items from other sources may not be included in the auction without prior approval of the State.
- 1.2.21. The date of the on-site/physical auction will be mutually agreed upon by the State and Contractor.
- 1.2.22. The State shall not be responsible for expenses of the Contractor unless it is so specified in the attached bid response sheet.

**1.3. CONTRACTOR'S OBLIGATIONS FOR ON-SITE/PHYSICAL AUCTIONS:**

- 1.3.1. Proposal must conform to, and bidders must agree to the following conditions, which will be part of the contract awarded.
- 1.3.2. The State shall not be responsible for expenses of the Contractor unless it is so specified below in the payment provisions.
- 1.3.3. The Contractor shall, at least one day prior to the auction sale, furnish to the State either:
  - 1.3.3.1. A Bank Letter of Guarantee or a Standby Letter of Credit from the Contractor's bank guaranteeing the Contractor's check drawn to the order of the Treasurer, State of Vermont; such guarantee to be in effect until at least one week after the auction sale, OR,
  - 1.3.3.2. Surety bonds in a form acceptable to the State to be in effect until at least one week after the auction sale, OR,
  - 1.3.3.3. A cashier's certified check made payable to the Treasurer, State of Vermont. This check will be used as an offset against the "end of sale" check as provided under section 2.2.14.
    - The amount of the bank letter/surety bond/cashier's check will be determined by the State a week prior to the auction date, based on the anticipated gross sales. The amount will not be larger than \$500,000 or smaller than \$100,000.
- 1.3.4. Any advertising, press release or other material prepared and released in written or oral form by the contractor in connection with the services provided under this contract shall be approved by the state prior to release.
- 1.3.5. Responsibility for the manner in which the auction is conducted rests with the Contractor. However, a designated representative of the State will supervise the sale and set up of the auction equipment and the decisions of that representative will be final, if and when any controversies arise.

**1.4. STATE'S OBLIGATIONS FOR ON-SITE PHYSICAL AUCTIONS:**

- 1.4.1. For its part, in consideration of the service to be provided by Contractor, the State agrees to pay Contractor in accordance with the payment provision specified below under payment provisions.
- 1.4.2. The State will furnish the auction site for each auction sale and all employees for starting and moving vehicles on auction day. The State will also provide an individual to handle titles and a manager. The State to provide at least 2 people to assist auction staff on set-up day, as well as drivers on the day of the auction.
- 1.4.3. The State will provide the successful bidder a list of the registered bidders from previous auctions, for the purpose of mailing of auction brochures.



**PROVISIONS**

Copyright to any materials, including but not limited to trade names, logos, artwork and photography shall vest in the state except where previous copyright may exist in purchased materials. The State, not the Contractor, shall be responsible for any copyright filings and related fees to protect the State's rights in such materials. The Contractor will exercise due care in creating or selecting material for publication to ensure that such material does not violate the copyright, trademark, or similar rights of others.

Any notices, information pamphlets, press releases, research reports or similar other publications prepared and released in written or oral form by the contractor under this contract shall be approved/reviewed by the state prior to release.

Upon full payment by the state, all products of the Contractor's work, including outlines, reports, charts, sketches, drawings, artwork, plans, photographs, specifications, estimates, computer programs, or similar documents, becomes the sole property of the State of Vermont and may not be copyrighted or resold by contractor.

- 2 **WARRANTY:** Each product purchased hereunder shall include a manufacturer's written warranty, which must be based on commercial use, and extend for a minimum term of one (1) year from the date a Product is available for use by the purchaser, or such longer period as set forth in the written warranty.
- 3 **REPORTING REQUIREMENTS:** Contractor will be required to submit quarterly product sales report to the Purchasing Agent pursuant to the schedule below detailing the purchasing of all items under this Contractor. Contractor's reporting shall state "no activity" for any month in which there is no activity during a quarterly reporting period.
  - a. The reports shall be an excel spreadsheet transmitted electronically to the Purchasing Agent.
  - b. Reports are due for each quarter as follows:

Reporting Period	Report Due
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

- c. Failure to meet these reporting requirements may result in suspension or termination of this Participating Addendum.
- 4 **DELIVERY:** Responsibility for product delivery remains with Contractor until the product is properly delivered and signed for. Contractor shall securely and properly pack all shipments in accordance with accepted commercial practices. Upon delivery, all packaging and containers shall

become the property of the State, unless otherwise stated. Delivered goods that do not conform to the specifications or are not in good condition upon receipt shall be replaced promptly by the Contractor.

- 5 QUALITY:** All products will be new and unused. All products provided by the Contractor must meet all federal, state, and local standards for quality and safety requirements. Products not meeting the requirements of this section will be deemed unacceptable and returned to the Contractor for credit at no charge to the State.
- 6 DEFAULT:** In case of default of the Contractor, the State may procure the materials or supplies from other sources and hold the Contractor responsible for any excess cost occasioned thereby, provided, that if public necessity requires the use of materials or supplies not conforming to the specifications they may be accepted, and payment therefore shall be made at a proper reduction in price.
- 7 PRIMARY CONTACTS.** The Parties will keep and maintain current at all times a primary point of contact for this contract. The primary contacts for this this Contract are as follows:

a. *For the Contractor:*

Name: Auctions International, RJ Klisiewicz III  
Address: 11167 Big Tree Road, East Aurora, NY 14052  
Phone: 800-536-1041 x 110  
Email: rich@auctionsinternational.com

b. *For the State:*

Name: State of Vermont, Michael Carr, Purchasing Agent  
Address: 109 State Street, Montpelier, VT 05633-3001  
Phone: 802-828-4658  
Email: Michael.carr@vermont.gov

**ATTACHMENT B – PAYMENT PROVISIONS**

The maximum dollar amount payable under this contract is not intended as any form of a guaranteed amount. The Contractor will be paid for products or services actually delivered or performed, as specified in Attachment A, up to the maximum allowable amount specified on page 1 of this contract.

1. Prior to commencement of work and release of any payments, Contractor shall submit to the State:
  - a. a certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this contract; and
  - b. a current IRS Form W-9 (signed within the last six months).
2. Payment Specifics:
  - a. On-site Auctioneer Services
    - i. Sales up to \$250,000 2.96%
    - ii. Sales over \$250,001 2.86%
  - b. On-line Auctioneer Services
    - i. Sales up to \$250,000 2.96%
    - ii. Sales over \$250,001 2.86%
  - c. Optional Check-in fees only apply:

If Dedicated Sales Representative catalogs the assets for online auction. Fee to be deducted from the sale(s) proceeds

No check-in fees if the State catalogs their own assets for online auction(s)

**\$5 Item (General Merchandise) Check-in Fee:**

Assessed against auction proceeds, charged per 'lot' place into the auction that is not considered a motor vehicle or equipment asset. Includes photography and condition report by auction staff.

**\$30 Vehicle Check-in Fee:**

Assessed against auction proceeds, charged per vehicle or motorized equipment item that requires a test and condition report evaluation. Includes photography, road test, condition report by auction staff.
3. Payment terms are **Net 30** days from the date the State receives an error-free invoice with all necessary and complete supporting documentation.
4. Contractor shall submit detailed invoices itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State. All invoices must include the Contract # for this contract.

5. Contractor shall submit invoices to the State in accordance with the schedule set forth in this Attachment B. Unless a more particular schedule is provided herein, invoices shall be submitted not more frequently than monthly.
6. Invoices shall be submitted to the State at the following address:

State of Vermont  
Department of Buildings & General Services  
109 State Street  
Montpelier, VT 05609-3001

**ATTACHMENT C: STANDARD STATE PROVISIONS  
FOR CONTRACTS AND GRANTS  
REVISED DECEMBER 15, 2017**

**“Attachment C: Standard State Provisions for Contracts and Grants” (revision version dated December 15, 2017) constitutes part of this Agreement and is hereby incorporated by reference as if fully set forth herein and shall apply to the purchase of all goods and/or services by the State under this Agreement. A copy of this document is available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>.**