

**From:** [RJ Klisiewicz](#)  
**To:** [AGO - Public Records Requests](#)  
**Cc:** [Russ Scherrer](#); [Becca Law](#)  
**Subject:** Records Request  
**Date:** Friday, August 25, 2023 8:35:36 AM  
**Attachments:** [RFP Auctioneer Services.pdf](#)

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Some people who received this message don't often get email from rich@auctionsinternational.com. [Learn why this is important](#)

**EXTERNAL SENDER: Do not open attachments or click on links unless you recognize and trust the sender.**

Good afternoon,

Auctions International, Inc is hereby requesting copies of all "Auctioneer Services" contracts awarded by the State of Vermont, within the past 5 years. We understand that Auctions International, Inc is NOT the only auction firm servicing the State of Vermont and we wish to review the awarded contracts to other vendors, to include the service requirements and fee schedule.

Auctions International, Inc was awarded a contract for services resulting from the September 3, 2021 Sealed Bid Request for Proposal- Auctioneer Services.

The RFP Language stated: To secure a project that is deemed to be in the best interest of the State, the State reserves the right to accept or reject any and all bids, in whole or in part, with or without cause, and to waive technicalities in submissions. The State also reserves the right to make purchases outside of the awarded contracts where it is deemed in the best interest of the State.

Please let us know if you have any questions or if you feel our request should be directed to a different department specifically.

Respectfully,

**RJ Klisiewicz**  
*Operations Manager/ Auctioneer*  
*NYS Associate Real Estate Broker*  
*Auctions International, Inc.*  
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**Department of Buildings and General Services**

**Office of Purchasing & Contracting**

109 State Street [phone] 802-828-2211  
Montpelier VT 05609-3001 [fax] 802-828-2222

<http://bgs.vermont.gov/purchasing>

**SEALED BID  
REQUEST FOR PROPOSAL  
AUCTIONEER SERVICES**

**ISSUE DATE** Friday, August 20, 2021  
**QUESTIONS DUE** Friday, August 27, 2021 – 4:30 PM (EST)  
**RFP RESPONSES DUE BY** Friday, September 03, 2021 – 4:30 PM (EST)

**PLEASE BE ADVISED THAT ALL NOTIFICATIONS, RELEASES, AND ADDENDUMS ASSOCIATED WITH THIS RFP WILL BE POSTED AT:**

<http://www.bgs.state.vt.us/pca/bids/bids.php>

**THE STATE WILL MAKE NO ATTEMPT TO CONTACT INTERESTED PARTIES WITH UPDATED INFORMATION. IT IS THE RESPONSIBILITY OF EACH BIDDER TO PERIODICALLY CHECK THE ABOVE WEBPAGE FOR ANY AND ALL NOTIFICATIONS, RELEASES AND ADDENDUMS ASSOCIATED WITH THIS RFP.**

**STATE CONTACT:** Michael Carr, Purchasing Agent  
**TELEPHONE:** (802) 828-4658  
**E-MAIL:** michael.carr@vermont.gov  
**FAX:** (802) 828-2222

## 1. OVERVIEW:

- 1.1. **SCOPE AND BACKGROUND:** Through this Request for Proposal (RFP) the Office of Purchasing & Contracting (hereinafter the "State") is seeking to establish contracts with one or more companies that can provide Auctioneer Services.
- 1.2. **CONTRACT PERIOD:** Contracts arising from this RFP will be for a period of 24 months with an option to renew for up to two (2) additional twelve-month periods. The State anticipates the start date will be November 1, 2021.
- 1.3. **SINGLE POINT OF CONTACT:** All communications concerning this RFP are to be addressed in writing to the State Contact listed on the front page of this RFP. Actual or attempted contact with any other individual from the State concerning this RFP is strictly prohibited and may result in disqualification.
- 1.4. **BIDDERS' CONFERENCE:** A bidders' conference will not be held.
- 1.5. **QUESTION AND ANSWER PERIOD:** Any vendor requiring clarification of any section of this RFP or wishing to comment on any requirement of the RFP must submit specific questions in writing no later than the deadline for question indicated on the first page of this RFP. Questions may be e-mailed to the point of contact on the front page of this RFP. Questions or comments not raised in writing on or before the last day of the question period are thereafter waived. At the close of the question period a copy of all questions or comments and the State's responses will be posted on the State's web site <http://www.bgs.state.vt.us/pca/bids/bids.php> . Every effort will be made to post this information as soon as possible after the question period ends, contingent on the number and complexity of the questions.
- 1.6. **CHANGES TO THIS RFP:** Any modifications to this RFP will be made in writing by the State through the issuance of an Addendum to this RFP and posted online at <http://www.bgs.state.vt.us/pca/bids/bids.php> . Verbal instructions or written instructions from any other source are not to be considered.

## 2. DETAILED REQUIREMENTS/DESIRED OUTCOMES:

### 2.1. ON- LINE AUCTIONS:

- 2.1.1. Contractor must be qualified and licensed, if applicable, to conduct on-line auctions
- 2.1.2. Contractor must have current experience in conducting on-line auctions with vehicles or similar commercial equipment.
- 2.1.3. Preference will be given to proposals that do not include a buyer's premium.
- 2.1.4. Contractor must have a well-established on-line auction system.
  - 2.1.4.1. Contractor will specify what format and the receiving requirements for on-line bids.
  - 2.1.4.2. Contractor will detail any restrictions and or requirements for sale types.
  - 2.1.4.3. Contractor shall make real-time bidding history available to the State, including bidders' registered ID and amount of bid.
- 2.1.5. The following options are requested:
  - 2.1.5.1. Minimum starting amount
  - 2.1.5.2. No reserve price (item is sold absolute to highest bidder)
  - 2.1.5.3. Hidden reserve amount
- 2.1.6. Contractor will provide information on the process for proxy bidding by any interested bidder who does not own a computer.
- 2.1.7. Contractor will state the process for handling last minute bids and closing bids.
- 2.1.8. Contractor will have a well-established audience:
  - 2.1.8.1. Contractor will provide the number of registered on-line bidders.
- 2.1.9. Contractor will have a well-established marketing system:
  - 2.1.9.1. 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.

- 2.1.10. 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.
- 2.1.11. 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.
- 2.1.12. The contractor will provide the following bidder's activity in Excel or compatible format within fifteen days of the completion of each sale:
  - 2.1.12.1. Bidder number assigned
  - 2.1.12.2. Name
  - 2.1.12.3. Complete mailing address
  - 2.1.12.4. E-mail if captured
  - 2.1.12.5. Telephone number if captured
  - 2.1.12.6. Lot number
  - 2.1.12.7. Year/ Make/ Model/ VIN
  - 2.1.12.8. Amount of sale
- 2.1.13. 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.
- 2.1.14. 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.
- 2.1.15. The State shall not be responsible for expenses of the contractor unless it is so specified in the attached bid response sheet.

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

- 2.2.1. 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.
- 2.2.2. 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.
- 2.2.3. 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.
- 2.2.4. 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.

- 2.2.5. 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.
- 2.2.6. 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.
- 2.2.7. This contract may be canceled by either party by giving ninety (90) days written notice.
- 2.2.8. 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.
- 2.2.9. 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.

- 2.2.10. 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.
- 2.2.11. 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.
- 2.2.12. 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.
- 2.2.13. Contractors shall be responsible for any and all checks accepted at the sale.
- 2.2.14. 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.**
- 2.2.15. 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.
- 2.2.16. 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.
- 2.2.17. 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.

- 2.2.18. 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.
- 2.2.19. Contractor may not require a deposit at time of registration or charge a buyer's premium unless agreed upon by the State.
- 2.2.20. 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.
- 2.2.21. The date of the on-site/physical auction will be mutually agreed upon by the State and Contractor.
- 2.2.22. The State shall not be responsible for expenses of the Contractor unless it is so specified in the attached bid response sheet.

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

- 2.3.1. Proposal must conform to, and bidders must agree to the following conditions, which will be part of the contract awarded.
- 2.3.2. The State shall not be responsible for expenses of the Contractor unless it is so specified below in the payment provisions.
- 2.3.3. The Contractor shall, at least one day prior to the auction sale, furnish to the State either:
  - 2.3.3.1. 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,
  - 2.3.3.2. Surety bonds in a form acceptable to the State to be in effect until at least one week after the auction sale, OR,
  - 2.3.3.3. 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.
- 2.3.4. 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.
- 2.3.5. 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.

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

- 2.4.1. 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.
- 2.4.2. 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.
- 2.4.3. The State will provide the successful bidder a list of the registered bidders from previous auctions, for the purpose of mailing of auction brochures.

### 3. GENERAL REQUIREMENTS:

- 3.1. **PRICING:** Bidders must price the terms of this solicitation at their best pricing. Any and all costs that Bidder wishes the State to consider must be submitted for consideration. If applicable, all equipment pricing is to include F.O.B. delivery to the ordering facility. No request for extra delivery cost will be honored. All equipment shall be delivered assembled, serviced, and ready for immediate use, unless otherwise requested by the State.
- 3.1.1. Prices and/or rates shall remain firm for the initial term of the contract. The pricing policy submitted by Bidder must (i) be clearly structured, accountable, and auditable and (ii) cover the full spectrum of materials and/or services required.
- 3.1.2. **Cooperative Agreements.** Bidders that have been awarded similar contracts through a competitive bidding process with another state and/or cooperative are welcome to submit the pricing in response to this solicitation.
- 3.1.3. **Retainage.** In the discretion of the State, a contract resulting from this RFP may provide that the State withhold a percentage of the total amount payable for some or all deliverables, such retainage to be payable upon satisfactory completion and State acceptance in accordance with the terms and conditions of the contract.
- 3.2. **STATEMENT OF RIGHTS:** The State shall have the authority to evaluate Responses and select the Bidder(s) as may be determined to be in the best interest of the State and consistent with the goals and performance requirements outlined in this RFP. The State of Vermont reserves the right to obtain clarification or additional information necessary to properly evaluate a proposal. Failure of vendor to respond to a request for additional information or clarification could result in rejection of that vendor's proposal. To secure a project that is deemed to be in the best interest of the State, the State reserves the right to accept or reject any and all bids, in whole or in part, with or without cause, and to waive technicalities in submissions. The State also reserves the right to make purchases outside of the awarded contracts where it is deemed in the best interest of the State.
- 3.2.1. **Best and Final Offer (BAFO).** At any time after submission of Responses and prior to the final selection of Bidder(s) for Contract negotiation or execution, the State may invite Bidder(s) to provide a BAFO. The state reserves the right to request BAFOs from only those Bidders that meet the minimum qualification requirements and/or have not been eliminated from consideration during the evaluation process.
- 3.2.2. **Presentation.** An in-person or webinar presentation by the Bidder may be required by the State if it will help the State's evaluation process. The State will factor information presented during presentations into the evaluation. Bidders will be responsible for all costs associated with providing the presentation.
- 3.3. **WORKER CLASSIFICATION COMPLIANCE REQUIREMENTS:** In accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), Bidders must comply with the following provisions and requirements.
- 3.3.1. Self Reporting: For bid amounts exceeding \$250,000.00, Bidder shall complete the appropriate section in the attached Certificate of Compliance for purposes of self-reporting information relating to past violations, convictions, suspensions, and any other information related to past performance relative to coding and classification of workers. The State is requiring information on any violations that occurred in the previous 12 months.
- 3.3.2. Subcontractor Reporting: For bid amounts exceeding \$250,000.00, Bidders are hereby notified that upon award of contract, and prior to contract execution, the State shall be provided with a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54). This requirement does not apply to subcontractors providing supplies only and no labor to the overall contract or project. This list MUST be updated and provided to the State as additional subcontractors are hired. A sample form is available online at <http://bgs.vermont.gov/purchasing-contracting/forms>. **The subcontractor reporting form is not required to be submitted with the bid response.**

**3.4. EXECUTIVE ORDER 05-16: CLIMATE CHANGE CONSIDERATIONS IN STATE PROCUREMENTS:**

For bid amounts exceeding \$25,000.00 Bidders are requested to complete the Climate Change Considerations in State Procurements Certification, which is included in the Certificate of Compliance for this RFP.

After consideration of all relevant factors, a bidder that demonstrates business practices that promote clean energy and address climate change as identified in the Certification, shall be given favorable consideration in the competitive bidding process. Such favorable consideration shall be consistent with and not supersede any preference given to resident bidders of the State and/or products raised or manufactured in the State, as explained in the Method of Award section. But such favorable consideration shall not be employed if prohibited by law or other relevant authority or agreement.

**3.5. METHOD OF AWARD:** Awards will be made in the best interest of the State. The State may award one or more contracts and reserves the right to make additional awards to other compliant bidders at any time if such award is deemed to be in the best interest of the State. All other considerations being equal, preference will be given first to resident bidders of the state and/or to products raised or manufactured in the state, and then to bidders who have practices that promote clean energy and address climate change, as identified in the applicable Certificate of Compliance.

**3.5.1. Evaluation Criteria:** Consideration shall be given to the Bidder's project approach and methodology, qualifications and experience, ability to provide the services within the defined timeline, cost, and/or success in completing similar projects, as applicable, and to the extent specified below, 100 points maximum.

- Cost: **50%**
- Technical Response
  - Bidders must demonstrate that they have the organization, experience, technical skills, financial resources, and proven track record to effectively provide the services required. **30%**
  - Number, size, type and dollar value of the auctions conducted. **10%**
  - Advertising capabilities. **10%**

**3.6. CONTRACT NEGOTIATION:** Upon completion of the evaluation process, the State may select one or more Vendors with which to negotiate a contract, based on the evaluation findings and other criteria deemed relevant for ensuring that the decision made is in the best interest of the State. In the event State is not successful in negotiating a contract with a selected Vendor, the State reserves the option of negotiating with another Vendor, or to end the proposal process entirely.

**3.7. COST OF PREPARATION:** Bidder shall be solely responsible for all expenses incurred in the preparation of a response to this RFP and shall be responsible for all expenses associated with any presentations or demonstrations associated with this request and/or any proposals made.

**3.8. CONTRACT TERMS:** The selected bidder(s) will be expected to sign a contract with the State, including the Standard Contract Form and Attachment C as attached to this RFP for reference. If IT Attachment D is included in this RFP, terms may be modified based upon the solution proposed by the Bidder, subject to approval by the Agency of Digital Services.

**3.8.1. Business Registration.** To be awarded a contract by the State of Vermont a vendor (except an individual doing business in his/her own name) must be registered with the Vermont Secretary of State's office <http://www.sec.state.vt.us/tutor/dobiz/forms/fcregist.htm> and must obtain a Contractor's Business Account Number issued by the Vermont Department of Taxes <http://tax.vermont.gov/>.

**3.8.2.** The contract will obligate the bidder to provide the services and/or products identified in its bid, at the prices listed.

**3.8.3. Payment Terms.** All invoices are to be rendered by the Contractor on the vendor's standard billhead and forwarded directly to the institution or agency ordering materials or services and shall specify the address to which payments will be sent. Payment terms are Net 30 days from receipt of an error-free invoice with all applicable supporting documentation. Percentage discounts may be offered for



prompt payments of invoices; however, such discounts must be in effect for a period of 30 days or more in order to be considered in making awards.

3.8.4. **Quality.** If applicable, all products provided under a contract with the State will be new and unused, unless otherwise stated. Factory seconds or remanufactured products will not be accepted unless specifically requested by the purchasing agency. All products provided by the contractor must meet all federal, state, and local standards for quality and safety requirements. Products not meeting these standards will be deemed unacceptable and returned to the contractor for credit at no charge to the State.

4. **CONTENT AND FORMAT OF RESPONSES:** The content and format requirements listed below are the minimum requirements for State evaluation. These requirements are not intended to limit the content of a Bidder's proposal. Bidders may include additional information or offer alternative solutions for the State's consideration. However, the State discourages overly lengthy and costly proposals, and Bidders are advised to include only such information in their response as may be relevant to the requirements of this RFP.

4.1. The bid should include a Cover Letter and Technical Response and Price Schedule.

4.2. **COVER LETTER:**

4.2.1. Confidentiality. To the extent your bid contains information you consider to be proprietary and confidential, you must comply with the following requirements concerning the contents of your cover letter and the submission of a redacted copy of your bid (or affected portions thereof).

4.2.2. All responses to this RFP will become part of the contract file and will become a matter of public record under the State's Public Records Act, 1 V.S.A. § 315 et seq. (the "Public Records Act"). If your response must include material that you consider to be proprietary and confidential under the Public Records Act, your cover letter must clearly identify each page or section of your response that you consider proprietary and confidential. Your cover letter must also include a written explanation **for each marked section** explaining why such material should be considered exempt from public disclosure in the event of a public records request, pursuant to 1 V.S.A. § 317(c), including the prospective harm to the competitive position of the bidder if the identified material were to be released. Additionally, you must include a redacted copy of your response for portions that are considered proprietary and confidential. Redactions must be limited so that the reviewer may understand the nature of the information being withheld. It is typically inappropriate to redact entire pages, or to redact the titles/captions of tables and figures. Under no circumstances may your entire response be marked confidential, and the State reserves the right to disqualify responses so marked.

4.2.3. Exceptions to Contract Terms and Conditions. If a Bidder wishes to propose an exception to any terms and conditions set forth in the Standard Contract Form and its attachments, such exceptions must be included in the cover letter to the RFP response. Failure to note exceptions when responding to the RFP will be deemed to be acceptance of the State contract terms and conditions. If exceptions are not noted in the response to this RFP but raised during contract negotiations, the State reserves the right to cancel the negotiation if deemed to be in the best interests of the State. Note that exceptions to contract terms may cause rejection of the proposal.

4.3. **TECHNICAL RESPONSE.** In response to this RFP, a Bidder shall:

4.3.1. Provide details concerning your form of business organization, company size and resources.

4.3.2. Describe your capabilities and particular experience relevant to the RFP requirements.

4.3.2.1. Identify all current or past State projects.

4.3.3. Identify the names of all subcontractors you intend to use, the portions of the work the subcontractors will perform, and address the background and experience of the subcontractor(s), as per RFP section 4.3.2 above.

4.4. **REFERENCES.** Provide the names, addresses, and phone numbers of at least three companies with whom you have transacted similar business in the last 12 months. You must include contact names who can talk knowledgeably about performance.

4.5. **REPORTING REQUIREMENTS:** Provide a sample of any reporting documentation that may be applicable to the Detailed Requirements of this RFP.

- 4.6. **PRICE SCHEDULE:** Bidders shall submit their pricing information in the Price Schedule attached to the RFP.
- 4.7. **CERTIFICATE OF COMPLIANCE:** This form must be completed and submitted as part of the response for the proposal to be considered valid.

5. **SUBMISSION INSTRUCTIONS:**

- 5.1. **CLOSING DATE:** Bids must be received by the State by the due date specified on the front page of this RFP. Late bids will not be considered.

5.1.1. The State may, for cause, issue an addendum to change the date and/or time when bids are due. If a change is made, the State will inform all bidders by posting at the webpage indicated on the front page of this RFP.

5.1.2. There will not be a public bid opening. However, the State will record the name, city, and state for any and all bids received by the due date. This information will be posted as promptly as possible following the due date online at: <https://bgs.vermont.gov/content/opc-bid-tabulation-sheets-0> . Bidders are hereby notified to review the information posted after the bid opening deadline to confirm receipt of bid by the State. Any bidder that submitted a bid, and is not listed on the bid tabulation sheet, shall promptly notify the State Contact listed on the front page of this RFP. Should a bidder fail to notify the State Contact listed on the front page of this RFP within two weeks of posting the bid tabulation sheet, the State shall not be required to consider the bid.

- 5.2. **STATE SECURITY PROCEDURES: Please be advised extra time will be needed when visiting and/or delivering information to State of Vermont offices. All individuals visiting State offices must present a valid government issued photo ID when entering the facility.**

5.2.1. During the pendency of the State emergency relating to Covid-19, State office buildings may be locked or otherwise closed to the public. If this RFP permits hand delivery of bids, delivery instructions will be posted at the entrance to the State facility. **Any delay caused by State Security Procedures will be at the bidder's own risk.**

5.3. **BID DELIVERY INSTRUCTIONS:**

5.3.1. **ELECTRONIC:** Electronic bids will be accepted.

5.3.1.1. **E-MAIL BIDS.** Emailed bids will be accepted. Bids will be accepted via email submission to [SOV.ThePathForward@vermont.gov](mailto:SOV.ThePathForward@vermont.gov). Bids must consist of a single email with a single, digitally searchable PDF attachment containing all components of the bid. Multiple emails and/or multiple attachments will not be accepted. There is an attachment size limit of 40 MB. It is the Bidder's responsibility to compress the PDF file containing its bid if necessary, in order to meet this size limitation.

5.4. **U.S. MAIL OR EXPRESS DELIVERY OR HAND DELIVERY:**

5.4.1. All paper format bids must be addressed to the State of Vermont, Office of Purchasing & Contracting, **109 State Street – Third Floor, Montpelier, VT 05609-3001**. **BID ENVELOPES MUST BE CLEARLY MARKED 'SEALED BID' AND SHOW THE REQUISITION NUMBER AND/OR PROPOSAL TITLE, OPENING DATE AND NAME OF BIDDER.**

5.4.2. **NUMBER OF COPIES:**

5.4.3. For bids submitted via mail, express, or in-hand, submit an unbound original (clearly marked as such) and three (3) paper copies and one digital copy in PDF, CD-ROM, or USB flash drive copy

#### 5.4.4. Paper Format Delivery Methods:

5.4.4.1. U.S. MAIL: Bidders are cautioned that it is their responsibility to originate the mailing of bids in sufficient time to ensure bids are received and time stamped by the Office of Purchasing & Contracting prior to the time of the bid opening.

5.4.4.2. EXPRESS DELIVERY: If bids are being sent via an express delivery service, be certain that the RFP designation is clearly shown on the outside of the delivery envelope or box. Express delivery packages will not be considered received by the State until the express delivery package has been received and time stamped by the Office of Purchasing & Contracting. **Due to security procedures express deliveries must be received by 10:30 AM in order to be received by the Office of Purchasing & Contracting that same day.**

5.4.4.3. HAND DELIVERY: Hand carried bids shall be delivered to a representative of the Office of Purchasing & Contracting prior to the bid opening. A Security Officer is at 109 until 4:30pm which is the normal hours. We can let your bidders in. If a door is locked and the Security Officer is not there, please ask them to call the 24/7 duty phone, (802) 828-0777, and someone will address the issue

#### 6. BID SUBMISSION CHECKLIST:

- ✓ Required Number of Copies
- ✓ Cover Letter
- ✓ Technical Response
- ✓ Redacted Technical Response, if applicable
- ✓ References
- ✓ Price Schedule
- ✓ Signed Certificate of Compliance

#### 7. ATTACHMENTS:

7.1. Certificate of Compliance

7.2. Price Schedule

7.3. Worker Classification Compliance Requirement; Subcontractor Reporting Form

7.4. Standard State Contract with its associated attachments, including but not limited to, Attachment C: Standard State Provisions for Contracts and Grants (December 15, 2017).

## CERTIFICATE OF COMPLIANCE

**For a bid to be considered valid, this form must be completed in its entirety, executed by a duly authorized representative of the bidder, and submitted as part of the response to the proposal.**

- A. **NON COLLUSION:** Bidder hereby certifies that the prices quoted have been arrived at without collusion and that no prior information concerning these prices has been received from or given to a competitive company. If there is sufficient evidence to warrant investigation of the bid/contract process by the Office of the Attorney General, bidder understands that this paragraph might be used as a basis for litigation.
- B. **CONTRACT TERMS:** Bidder hereby acknowledges that is has read, understands and agrees to the terms of this RFP, including Attachment C: Standard State Contract Provisions, and any other contract attachments included with this RFP.

C. **FORM OF PAYMENT:** Does Bidder accept the Visa Purchasing Card as a form of payment?

\_\_\_ Yes \_\_\_ No

D. **WORKER CLASSIFICATION COMPLIANCE REQUIREMENT:** In accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), the following provisions and requirements apply to Bidder when the amount of its bid exceeds \$250,000.00.

**Self-Reporting.** Bidder hereby self-reports the following information relating to past violations, convictions, suspensions, and any other information related to past performance relative to coding and classification of workers, that occurred in the previous 12 months.

Summary of Detailed Information	Date of Notification	Outcome

**Subcontractor Reporting.** Bidder hereby acknowledges and agrees that if it is a successful bidder, prior to execution of any contract resulting from this RFP, Bidder will provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), and Bidder will provide any update of such list to the State as additional subcontractors are hired. Bidder further acknowledges and agrees that the failure to submit subcontractor reporting in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54) will constitute non-compliance and may result in cancellation of contract and/or restriction from bidding on future state contracts.

E. **Executive Order 05 – 16: Climate Change Considerations in State Procurements Certification**

**Bidder certifies to the following (Bidder may attach any desired explanation or substantiation. Please also note that Bidder may be asked to provide documentation for any applicable claims):**

1. Bidder owns, leases or utilizes, for business purposes, space that has received:
- Energy Star® Certification
  - LEED®, Green Globes®, or Living Buildings Challenge<sup>SM</sup> Certification
  - Other internationally recognized building certification:
- 

2. Bidder has received incentives or rebates from an Energy Efficiency Utility or Energy Efficiency Program in the last five years for energy efficient improvements made at bidder's place of business. Please explain:
- 

3. Please Check all that apply:
- Bidder can claim on-site renewable power or anaerobic-digester power ("cow-power"). Or bidder consumes renewable electricity through voluntary purchase or offset, provided no such claimed power can be double-claimed by another party.
  - Bidder uses renewable biomass or bio-fuel for the purposes of thermal (heat) energy at its place of business.
  - Bidder's heating system has modern, high-efficiency units (boilers, furnaces, stoves, etc.), having reduced emissions of particulate matter and other air pollutants.
  - Bidder tracks its energy consumption and harmful greenhouse gas emissions. What tool is used to do this? \_\_\_\_\_
  - Bidder promotes the use of plug-in electric vehicles by providing electric vehicle charging, electric fleet vehicles, preferred parking, designated parking, purchase or lease incentives, etc..
  - Bidder offers employees an option for a fossil fuel divestment retirement account.
  - Bidder offers products or services that reduce waste, conserve water, or promote energy efficiency and conservation. Please explain:
- 
- 

4. Please list any additional practices that promote clean energy and take action to address climate change:
- 
- 
-

**F. Acknowledge receipt of the following Addenda:**

Addendum No.: \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No.: \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No.: \_\_\_\_\_ Dated: \_\_\_\_\_

Bidder Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_ Fax Number: \_\_\_\_\_

\_\_\_\_\_ Telephone: \_\_\_\_\_

\_\_\_\_\_ E-Mail: \_\_\_\_\_

By: \_\_\_\_\_ Name: \_\_\_\_\_  
Signature of Bidder (or Representative) (Type or Print)

**END OF CERTIFICATE OF COMPLIANCE**

**PRICE SCHEDULE AUCTIONEER SERVICES 2021**

**ON-SITE/PHYSICAL AUCTIONEER SERVICES**

Subject to the terms and conditions outlined in the Request for Proposal, I propose to conduct on-site/physical auction sales for the State of Vermont under the following commission schedule:

**a) Sales up to \$250,000** \_\_\_\_\_%

**b) Sales over \$250,001** \_\_\_\_\_%

(Unless stated otherwise, commissions are assumed to be progressive, e.g. 90% on the first \$250,000, 80% on the amounts over \$250,000, etc.)

**Vermont Auctioneer's license Number** \_\_\_\_\_

**ON-LINE AUCTIONEER SERVICES**

Subject to the terms and conditions outlined in the Request for Proposal, I propose to conduct on-line auction sales for the State of Vermont under the following commission schedule:

**a) Sales up to \$250,000** \_\_\_\_\_%

**b) Sales over \$250,001** \_\_\_\_\_%

(Unless stated otherwise, commissions are assumed to be progressive, e.g. 90% on the first \$250,000, 80% on the amounts over \$250,000, etc.)

Dollar values above represent aggregate sales during any one auction.

Be sure to include all other information required in this Request for Proposal with your bid submittal.

Name of Bidder: \_\_\_\_\_

Signature of Bidder: \_\_\_\_\_

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

**SUBCONTRACTOR REPORTING FORM**

**This form must be completed in its entirety and submitted prior to contract execution and updated as necessary and provided to the State as additional subcontractors are hired.**

The Department of Buildings and General Services in accordance with Act 54, Section 32 of the Acts of 2009 and for total project costs exceeding \$250,000.00 requires bidders to comply with the following provisions and requirements.

Contractor is required to provide a list of subcontractors on the job along with lists of subcontractor's subcontractors and by whom those subcontractors are insured for workers' compensation purposes. Include additional pages if necessary. This is not a requirement for subcontractor's providing supplies only and no labor to the overall contract or project.

Subcontractor	Insured By	Subcontractor's Sub	Insured By

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

Name of Company: \_\_\_\_\_

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

Address: \_\_\_\_\_

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

\_\_\_\_\_

Phone Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

Fax Number: \_\_\_\_\_

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

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

Failure to adhere to Act 54, Section 32 of the Acts of 2009 and submit Subcontractor Reporting: Worker Classification Compliance Requirement will constitute non-compliance and may result in cancellation of contract and/or forfeiture of future bidding privileges until resolved.

Send Completed Form to: Office of Purchasing & Contracting  
109 State Street  
Montpelier, VT 05609-3001



## STANDARD CONTRACT FOR SERVICES

1. **Parties.** This is a contract for services between the State of Vermont, [REDACTED] (hereinafter called "State"), and [REDACTED], with a principal place of business in [REDACTED], (hereinafter called "Contractor"). Contractor's form of business organization is [REDACTED]. 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 [REDACTED]. 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 \$ [REDACTED].00.

4. **Contract Term.** The period of Contractor's performance shall begin on [REDACTED], 20 [REDACTED] and end on [REDACTED], 20 [REDACTED].

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 [REDACTED] 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 the Contractor:

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

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

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

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

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

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

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

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

## ATTACHMENT A – STATEMENT OF WORK

The Contractor shall:

### 1. DETAILED REQUIREMENTS/DESIRED OUTCOMES:

#### 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. 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 addressFormat for this report must be Microsoft Excel or text format that can be imported to Excel.
- 1.2.6. 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.
- 1.2.7. 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.
- 1.2.8. 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.

- 1.2.9. Contractors shall be responsible for any and all checks accepted at the sale.
- 1.2.10. 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.**
- 1.2.11. 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.
- 1.2.12. 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.
- 1.2.13. 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.
- 1.2.14. 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.
- 1.2.15. Contractor may not require a deposit at time of registration or charge a buyer's premium.
- 1.2.16. 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.
- 1.2.17. The date of the on-site/physical auction will be mutually agreed upon by the State and Contractor.
- 1.2.18. 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.
  - 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.
  - 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. 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.
- 1.3.5. 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.
- 1.3.6. This contract may be canceled by either party by giving ninety (90) days written notice.
- 1.3.7. 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.
- 1.3.8. 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.
- 1.3.9. 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.



**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>.**