

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
CONTRACT FOR PROCUREMENT**

REQUEST FOR PROPOSAL TITLE: LIVE AUCTION SERVICES

REQUEST FOR PROPOSAL NO.: 962-09-13-050

This agreement is entered into between the state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota, and Northern Auction, Inc., hereinafter referred to as the Contractor, whose address is 3035 Valley Street, Minot, ND 58701.

In consideration of the mutual covenants herein set forth, NDDOT and the Contractor agree as follows:

1. That in consideration of the payments to be made by NDDOT, the Contractor agrees to provide the services and/or goods in accordance and in conformity with this contract, the Contractor's proposal, dated March 15, 2013, NDDOT's request for proposal issued on February 4, 2013, and any purchase orders issued as a result of this contract. The Contractor's proposal, NDDOT's request for proposal, and any purchase orders are incorporated by reference herein. If discrepancies exist between the Contractor's proposal, and NDDOT's request for proposal, or this contract, NDDOT's request for proposal, and this contract shall govern.
2. NDDOT agrees to pay the Contractor for the work, when completed and accepted in accordance with this contract.

Payments are to be made upon presentation of an invoice by the Contractor, and by the terms of this contract.
3. The work shall be done pursuant to this contract, to the laws of the state of North Dakota, and to the satisfaction of NDDOT, in accordance with the rules and regulations made pursuant to state and federal law.
4. The Contractor, in employing and maintaining labor, shall do so in conformity with state and federal law and this contract.
5. Payments by NDDOT beyond the current state biennium shall be contingent on sufficient funds being appropriated by the Federal Government or State Legislature for the Department. In the event of insufficient appropriations in future bienniums, NDDOT may give a minimum of 30 days notice to terminate this agreement/contract and have no further obligation to the Contractor.
6. All work products and copyrights of the contract which result from this contract are the exclusive property of NDDOT.
7. Notwithstanding any rules regarding the choice of law or venue, it is agreed by the parties that this contract shall be governed by and construed in accordance with applicable Federal Law and the laws of the state of North Dakota, at the time this contract was executed. All disputes arising from this agreement shall be brought in the South Central District Court of the state of North Dakota.
8. This agreement constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The Contractor, by the signature below of its authorized representative, hereby acknowledges that the Contractor has read this agreement, understands it, and agrees to be bound by its terms and conditions.

- 9 The terms of this agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties
- 10 The Contractor shall not assign any portion of the work under this agreement, execute any contract, or obligate itself in any manner with a third party with respect to its rights and responsibilities to this agreement without written consent of NDDOT. Any agreement with a subcontractor does not create a contractual relationship between the NDDOT and the subcontractor
- 11 The Contractor shall not assign nor transfer the contractor's interests or duties under this agreement without the express written consent of the state
- 12 The Contractor agrees to comply with all applicable laws and rules, including, but not limited to, those relating to nondiscrimination, accessibility, and civil rights
- 13 The Civil Rights Appendix, attached, is hereby incorporated into and made a part of this agreement
- 14 Termination
- a This contract may be terminated by mutual consent of both parties, or by either party upon 30 days' notice, in writing and delivered by certified mail or in person.
 - b In addition, NDDOT may terminate this contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by NDDOT, under any of the following conditions:
 - i If NDDOT funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The contract may be modified by agreement of the parties in writing to accommodate a reduction in funds
 - ii. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
 - iii. If any license or certificate required by law or regulation to be held by the Contractor to provide the services required by the contract is for any reason denied, revoked, or not renewed
- Any such termination of this contract under (i), (ii), or (iii), above, shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination
- c NDDOT, by written notice to the Contractor, may terminate the whole or any part of this agreement
 - i If the Contractor fails to provide services called for by this contract within the time specified herein or any extension thereof, or
 - ii If the Contractor fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from NDDOT, fails to correct such failures within ten days or such longer period as NDDOT may authorize
- 15 The Risk Management Appendix, attached, is hereby incorporated into and made a part of this agreement

16. This agreement becomes effective when all parties have signed and it shall terminate on 03/31/2014.

EXECUTED the date last below signed

WITNESS:

Kari Herslip
NAME (TYPE OR PRINT)

Kari Herslip
SIGNATURE

To be signed by Owner; Partner; Corp. Pres., Vice Pres., or other authorized Corp. Officer (If signed by other authorized Corp. Officer, please attach copy of Power of Attorney or other documentation showing authority to sign.)

CONTRACTOR:

Kevin Beeter, Northern Auction
NAME (TYPE OR PRINT)

Kevin Beeter
SIGNATURE

Partner
TITLE

3/16/13
DATE

WITNESS:

Sylvia Savenko
NAME (TYPE OR PRINT)

Sylvia Savenko
SIGNATURE

NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION

Grant Levi

DIRECTOR (TYPE OR PRINT)

by Dan E. Lefthand
SIGNATURE

4/5/13
DATE

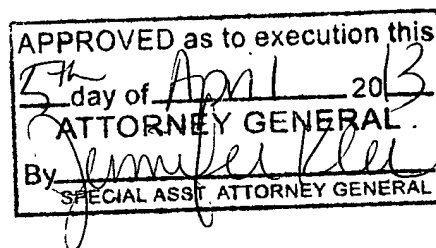
APPROVED as to substance by:

Robin Rehborg
DIVISION DIRECTOR (TYPE OR PRINT)

Robin Rehborg
SIGNATURE

4-4-13
DATE

CLA 1043 (Div. 50)
L.D. Approved 2-17-05, 3-11



**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
CIVIL RIGHTS APPENDIX**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor), agrees as follows

- 1 Compliance with Regulations: The Contractor shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract
- 2 Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, disability/handicap, or income status**, in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate, either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations
- 3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation, made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability/handicap, or income status **
- 4 Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the North Dakota Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the North Dakota Department of Transportation, or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information
5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the North Dakota Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:
 - a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b. cancellation, termination, or suspension of the contract, in whole or in part
- 6 Incorporation of Provisions: The Contractor shall include the provisions of paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto

The Contractor shall take such action with respect to any subcontract or procurement as the North Dakota Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation by a subcontractor or supplier as a result of such direction, the Contractor may request the North Dakota Department of Transportation to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States

**The Act governs race, color, and national origin. Related Nondiscrimination Authorities govern sex, 23 U.S.C. 324, age, 42 U.S.C. 6101, disability/handicap, 29 U.S.C. 790, and low income, E.O. 12898

Risk Management Appendix

Service Contracts with Private Individuals, Companies, Corporations, Etc.:

Contractor agrees to defend, indemnify, and hold harmless the state of North Dakota, its agencies, officers and employees (State), from and against claims based on the vicarious liability of the State or its agents, but not against claims based on the State's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by Contractor to the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Contractor also agrees to defend, indemnify, and hold the State harmless for all costs, expenses and attorneys' fees incurred if the State prevails in an action against Contractor in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

Contractor shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in North Dakota, the following insurance coverages

- 1) **Commercial general liability and automobile liability** insurance – minimum limits of liability required are **\$250,000 per person and \$1,000,000 per occurrence.**
- 2) **Workers compensation** insurance meeting all statutory limits
- 3) The State of North Dakota, its agencies, officers, and employees (State) shall be endorsed as an **additional insured** on the commercial general liability and automobile liability policies.
- 4) Said endorsements shall contain a **"Waiver of Subrogation"** in favor of the state of North Dakota
- 5) The policies and endorsements may not be canceled or modified without **thirty (30) days prior written notice** to the undersigned State representative.

Contractor shall furnish a certificate of insurance evidencing the requirements in 1, 3, and 4, above to the undersigned State representative prior to commencement of this agreement.

The State reserves the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time. Any attorney who represents the State under this contract must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08

When a portion of a Contract is sublet, the Contractor shall obtain insurance protection (as outlined above) to provide liability coverage to protect the Contractor and the State as a result of work undertaken by the Subcontractor. In addition, the Contractor shall ensure that any and all parties performing work under the Contract are covered by public liability insurance as outlined above. All Subcontractors performing work under the Contract are required to maintain the same scope of insurance required of the Contractor. The Contractor shall be held responsible for ensuring compliance with those requirements by all Subcontractors.

Contractor's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the State. Any insurance, self-insurance or self-retention maintained by the State shall be excess of the Contractor's insurance and shall not contribute with it. The insolvency or bankruptcy of the insured Contractor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Contractor from meeting the retention limit under the policy. Any deductible amount or other obligations under the policy(ies) shall be the sole responsibility of the Contractor. This insurance may be in a policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. The State will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above.

RM Consulted 2007
Revised 5-09





CERTIFICATE OF LIABILITY INSURANCE

OP ID: KH

DATE (MM/DD/YYYY)

03/27/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Humphreys Insurance & Surety P.O. Box 1486 Minot, ND 58702-1486		701-852-1093 701-852-9475	CONTACT NAME: Diane Peterson PHONE (A/C, No, Ext): 701-852-1093 FAX (A/C, No): 701-852-9475 E-MAIL ADDRESS: dpeterson@minot.com PRODUCER CUSTOMER ID # NORT-46
INSURED Northern Auction, Inc. Box 237 Minot, ND 58702-0237	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : United Fire & Casualty		13021
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	X	60037915	12/31/12	12/31/13	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY	X	X	60037915	12/31/12	12/31/13	COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						Each Accident \$ 1,000,000
	<input type="checkbox"/> NON-OWNED AUTOS						\$
A	<input checked="" type="checkbox"/> Garage Liability			60037915	12/31/12	12/31/13	\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	X		60037915	12/31/12	12/31/13	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE						\$
	DEDUCTIBLE						\$
	<input checked="" type="checkbox"/> RETENTION \$ 0						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A				WC STATU-TORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E L EACH ACCIDENT \$
							E L DISEASE - EA EMPLOYEE \$
							E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
State of North Dakota, Its Agencies, Officers & Employees added as
Additional Insured W/Waiver of Subrogation

CERTIFICATE HOLDER**CANCELLATION****NDDOT**

NDDOT
608 E Blvd. Ave
Bismarck, ND 58505-0700

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2009 ACORD CORPORATION. All rights reserved.



North Dakota Department of Transportation

Grant Levi, P.E.
Interim Director

Jack Dalrymple
Governor

March 25, 2013

Northern Auction, Inc.
3035 Valley Street
Minot, ND 58701

Dear Contractor:

You have submitted to the North Dakota Department of Transportation (NDDOT), in connection with your certificate of insurance, additional pages or language on the certificate which either purports to limit or qualify the information reflected on the certificate of insurance or which purports to change, modify or amend your company's insurance policies. NDDOT policy is to not solicit, review or approve contractors' insurance policies, endorsements or amendments to insurance policies, or insurance documents other than properly completed certificates of insurance. NDDOT contracts specify that contractors are responsible for acquiring and maintaining specified coverages and proof of insurance.

Please have a company executive authorized to execute contract documents sign and date the statement below attesting that your company has insurance coverage consistent with the contract provisions and immediately fax and mail it back to us.

Be advised that execution of this contract will be delayed until these issues have been resolved.

Sincerely,


Shannon Sauer, Division Director
Financial Management Division

BID NO. 962-09-13-050

(VENDOR NAME) hereby states that the company has, and will maintain in force, insurance coverages (including proof of coverages) consistent with the contract specifications.

Date 3/26/13

Northern Auction Inc Kevin Bester Co owner
Type or Print Name & Title


Signature

608 East Boulevard Avenue • Bismarck, North Dakota 58505-0700
Information: (701) 328-2500 • FAX: (701) 328-0310 • TTY: 1-800-366-6888 • www.dot.nd.gov

ATTACHMENT 4

COST PROPOSAL RESPONSE

Business Name	Northern Auction Inc.
Business Address	3035 Valley St. / PO Box 237 Minot, ND 58701 / Minot, ND 58702
Business Telephone	701-838-3733
Business Fax	701-852-9109
Name Of Primary Business Contact	Kevin Beeter
Business Contact - Email	auction@minot.com
Business Contact - Cell Phone	701-240-8763
Offeror agrees to comply with all provisions of the RFP?	Yes
Signature of Owner , <u>Partner</u> , President or Vice President	Kevin Beeter
North Dakota Business License Number. Attach copy.	211693-00
Date Business Was Organized Or Beginning Of Service:	April 1972
Number Of Auctioneers Available For Sales	2
Number Of Additional Helpers Available For Sales	4 +
Number Of Business Clerk Staff	3
Estimated Number of Auctions Conducted Annually	70
Licensed and bonded as an auctioneer service? Attach copies of license(s) and bond(s).	Yes
Types of Auctions Primarily Conducted (Vehicles, Industrial, Farm, Real Estate, Livestock, Household, Etc.)	<p>*We have also conducted auctions for the state.</p> <p>Northern Auction primarily conducts auto auctions, consignment equipment auctions, and weekly merchandise auctions. Every 1st & 3rd Saturday of every month we have conducted an auto auction, annually selling 1500-2000 cars which would put us in excess of 80,000 cars sold over 40 years. we also conduct 3 consignment equipment auctions every year and weekly merchandise auctions on Tuesday from April to November. I think Northern Auction qualifies in all aspects of experience for this contract.</p>

ATTACHMENT 4

COST PROPOSAL RESPONSE

Names Of Employees – All who will work on this contract	Years Of Auction Experience	Names of Secondary or Higher Education School(s) attended	Year(s) Graduated
Kevin Beeter	22	Williston State College	'92
Clint Beeter	42	Rocky Mountain College	
Kari Herslip	27	Minot State Univ.	'93

Auctioneers Names	Name Of Auctioneering School	Year Certified (Licensed)
Clint Beeter	Western College of Auct.	1971
Kevin Beeter	" " " "	1991

Business Reference Name	Address, City, State, Zip	Telephone Number
First Western Bank ^(Steve)	900 S. Bdwy Minot, ND	852-3711
US Bank (Penny)	17 1st Ave SW Minot, ND	852-0166
Westlie Motor Co. ^(Keith)	500 S. Bdwy Minot, ND	852-1354

ATTACHMENT 4

COST PROPOSAL RESPONSE

COMMISSION FOR AUCTIONING AND CLERKING

NOTE: The same percent of commission will apply to all sales and all locations.

PER AUCTION DATE	Percent of Gross Sales Receipts	
		2.49 %

Amendment No. 1

To: ALL INTERESTED SUPPLIERS
From: Sue Eberle, Financial Management Division, Procurement Office
North Dakota Department of Transportation
Date: February 25, 2013
Re: RFP 962-09-13-050, Live Auction Services

Bidders Instruction #11 of the solicitation established a deadline for receipt of questions. The responses to these questions are provided as addenda to the solicitation. When necessary, the solicitation has been amended.

Q1 Will the online auction you are proposing to implement be for obsolete equipment only or is it for fleet vehicles also?

A1: Reference Section 2.01 Background Information, Page 4 of 16; and 3.01, Scope of Work, Overview

The NDDOT will continue normal live auction services until such time as an on-line auction service is established. It is possible that the number of live auctions will diminish to two per year within the next one-two years. No amendment necessary.

Q2: Who is responsible for reassigning and getting titles to the new buyers of the motor vehicles?

A2: Reference 3.01 State-Furnished Property/Services, Page 5 of 16.

The request for proposal is amended as follows.

ADD.

- g. The NDDOT Motor Vehicle Division will be on-site to handle all transfers with the individual buyers of the vehicle.

Q 3: Why has the state decided to go with an online format as its means for auctions?


A 3: The NDDOT will be pursuing on-line auction services in the near future as an alternate way to dispose of fleet vehicles and obsolete equipment. It is not economically feasible to transport vehicles and equipment to the live auction sites. It is expected that on-line auctions will provide greater exposure for sales and will increase the number of bidders, raising sale prices. No amendment necessary.

Vendors are instructed to acknowledge receipt of and compliance with this amendment by signing below and returning this acknowledgement with your bid or proposal.

Any questions regarding this amendment must be submitted in writing to the undersigned Procurement Officer.

Sue Eberle, Procurement Officer
PHONE: 701-328-4465
FAX: 701-328-0310
E-MAIL: seberle@nd.gov

By my signature below, I hereby acknowledge receipt of and compliance with this amendment to the above referenced solicitation

PRINTED NAME OF BIDDER OR OFFEROR and TITLE	
Northern Auction Kevin Beeter Partner	
SIGNATURE	DATE
	3/16/13



Auctioneer License # 464
State of North Dakota
Public Service Commission

Kevin Beeter
PO Box 237
Minot ND 58702
Expires December 31, 2013

Kevin Beeter
PO Box 237
Minot ND 58702

Auctioneer License # 464

Kevin Beeter
of Minot ND
is licensed as an **Auctioneer**
by the State of North Dakota.

This license is not transferable and
terminates on December 31, 2013
unless suspended or revoked.

Effective January 1, 2013

Randy Christensen
Commissioner

Danell Nitschke
Executive Secretary



Auction Clerk License # 199
State of North Dakota
Public Service Commission

Clinton Beeter
PO Box 237
Minot ND 58702
Expires December 31, 2013

Clinton Beeter
PO Box 237
Minot ND 58702

Auction Clerk License # 199

Clinton Beeter
of Minot ND
is licensed as an **Auction Clerk**
by the State of North Dakota

This license is not transferable and
terminates on December 31, 2013
unless suspended or revoked.

Effective January 1, 2013

Randy Christensen
Commissioner

Danell Nitschke
Executive Secretary



AUCTIONEER BOND
PUBLIC SERVICE COMMISSION
SFN 10455 (Rev 12-99)

BOND NO: 177003

PRINCIPAL

Name KEVIN BEETER			
Address PO BOX 237	City MINOT	State ND	Zip Code 58702-0237

SURETY

Name NATIONWIDE MUTUAL INSURANCE COMPANY			
Address 701 5TH AVE, DEPT 2006	City DES MOINES	State IA	Zip Code 50391-2006

We, the above named SURETY, issue this Five Thousand Dollar (\$5,000) bond payable to the State of North Dakota for the benefit of any person injured by the improper conduct of the above-named PRINCIPAL when they are functioning as an auctioneer in North Dakota. The SURETY's liability under this bond is limited to Five Thousand Dollars (\$5,000) for each license year that the bond is in effect.

Liability for this undertaking commences on DECEMBER 31, 2002 This bond (check one)

☒ Is continuous until cancelled.

☐ Terminates on the 31st day of December, 20 ____

The liability under this bond covers actions of the PRINCIPAL from the effective date of the bond through the date the bond is cancelled. This bond may not be cancelled on less than sixty (60) days notice to the Public Service Commission (Commission); this sixty (60) day period will not begin prior to the day that written notice is received by the Commission.

The undersigned PRINCIPAL and SURETY bind themselves and their heirs, successors, and legal representatives and assigns, jointly and severally

Countersigned by North Dakota Resident Agent.

Shannon M. Adelle
Name/Signature

PO BOX 1486
Address

MINOT, ND 58702-1486
City, State (ND), Zip Code

THIS SECTION TO BE COMPLETED BY PRINCIPAL

ACKNOWLEDGMENT OF PRINCIPAL

State of NORTH DAKOTA)
County of WARD) ss.

On this 15TH day of JANUARY, 2003,

before me personally appeared KEVIN BEETER known to me to be the person or described in and who executed the within instrument as PRINCIPAL and acknowledged to me that he/she executed the same.

Kevin Beeter
Signature of Principal
Diann Briggs
Notary Public DIANN BRIGGS

My Commission expires 1-31-08

(SEAL)

THIS SECTION TO BE COMPLETED BY SURETY

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

State of NORTH DAKOTA)
County of WARD) ss.

On this 15TH day of JANUARY, 2003,

before me personally appeared DIANE J. PETERSON

known to me to be ATTORNEY-IN-FACT of said corporation that is described in and that executed the same.

DIANE J. PETERSON
Name and Title of Person Signing for
Diane J. Peterson
Signature
Diann Briggs
Notary Public DIANN BRIGGS

My Commission expires 1-31-08

(SEAL)

North Dakota Public Service Commission
State Capitol
Bismarck, ND 58505-0480

Telephone 701-328-2400

ATTORNEY-IN-FACT MUST ATTACH VALID POWER OF ATTORNEY FROM SURETY


AUCTIONEER BOND
PUBLIC SERVICE COMMISSION
 SFN 10455 (Rev. 12-99)
BOND NO: 177002

PRINCIPAL

Name CLINTON BEETER			
Address PO BOX 237	City MINOT	State ND	Zip Code 58702-0237

SURETY

Name NATIONAWIDE MUTUAL INSURANCE COMPANY			
Address 701 5TH AVE, SEPT 2006	City DES MOINES	State IA	Zip Code 50391-2006

We, the above named SURETY, issue this Five Thousand Dollar (\$5,000) bond payable to the State of North Dakota for the benefit of any person injured by the improper conduct of the above named PRINCIPAL when they are functioning as an auctioneer in North Dakota. The SURETY's liability under this bond is limited to Five Thousand Dollars (\$5,000) for each license year that the bond is in effect.

Liability for this undertaking commences on DECEMBER 31, 2002. This bond (check one):

☒ Is continuous until cancelled

☐ Terminates on the 31st day of December, 20 ____

The liability under this bond covers actions of the PRINCIPAL from the effective date of the bond through the date the bond is cancelled. This bond may not be cancelled on less than sixty (60) days notice to the Public Service Commission (Commission); this sixty (60) day period will not begin prior to the day that written notice is received by the Commission.

The undersigned PRINCIPAL and SURETY bind themselves and their heirs, successors, and legal representatives and assigns, jointly and severally.

Countersigned by North Dakota Resident Agent.

Shannon Hadden
Name/Signature

PO BOX 1486
Address

MINOT, ND 58702-1486
City, State (ND), Zip Code

THIS SECTION TO BE COMPLETED BY PRINCIPAL
ACKNOWLEDGMENT OF PRINCIPAL

State of NORTH DAKOTA)
County of WARD) ss.

On this 15TH day of JANUARY, 2003

before me personally appeared CLINTON BEETER
known to me to be the person or described in and who executed the
within instrument as PRINCIPAL and acknowledged to me that
he/she executed the same.

[Signature]
Signature of Principal

[Signature]
Notary Public: **DIANN BRIGGS**

My Commission expires 1-31-08

(SEAL)

THIS SECTION TO BE COMPLETED BY SURETY
ACKNOWLEDGMENT OF SURETY
 (Corporate Officer)

State of NORTH DAKOTA)
County of WARD) ss.

On this 15TH day of JANUARY, 2003

before me personally appeared DIANE J. PETERSON

known to me to be ATTORNEY-IN-FACT
of said corporation that is described in and that e
instrument as SURETY, and acknowledged to me t
executed the same

DIANE J. PETERSON
Name and Title of Person Signing for S.
[Signature]
Signature

[Signature]
Notary Public, **DIANN BRIGGS**

My Commission expires 1-31-08

(SEAL)

North Dakota Public Service Commission
State Capitol
Bismarck, ND 58505-0480

Telephone 701-328-2400

ATTORNEY-IN-FACT MUST ATTACH VALID POWER OF ATTORNEY FROM SURETY



AUCTION CLERK BOND
PUBLIC SERVICE COMMISSION
SFN 10458 (4-93)

BOND NO: BD 7900655856

PRINCIPAL

Name <u>Clinton Beeter</u>			
Address <u>PO Box 237</u>		City <u>Minot</u>	State <u>ND</u>
		Zip Code <u>58702-0237</u>	

SURETY

Name <u>Nationwide Mutual Insurance Company</u>			
Address <u>1100 Locust Street</u>		City <u>Des Moines</u>	State <u>IA</u>
		Zip Code <u>50391-2006</u>	

We, the above named SURETY, issued this Ten Thousand Dollar (\$10,000) bond payable to the State of North Dakota for the benefit of any person injured by the improper conduct of the above-named PRINCIPAL when they are functioning as an auction clerk in North Dakota. The SURETY's liability under this bond is limited to Ten Thousand Dollars (\$10,000) for each license year that the bond is in effect.

Liability for this undertaking commences on 12/31, 2005 This bond (check one):
☒ Is continuous until cancelled.
☐ Terminates on the 31st day of December, 19 ____.

The liability under this bond covers actions of the PRINCIPAL from the effective date of the bond through the date the bond is cancelled. This bond may not be cancelled on less than sixty (60) days notice to the Public Service Commission (Commission); this sixty (60) day period will not begin prior to the day that written notice is received by the Commission.

The undersigned PRINCIPAL and SURETY bind themselves and their heirs, successors, and legal representatives and assigns both jointly and severally.

Countersigned by North Dakota Resident Agent:

<u>[Signature]</u> Signature	HUMPHREYS INS. & SURETY <u>P.O. BOX 1486</u> Address	<u>MINOT, ND 58702-1486</u> City, State (ND), Zip Code
---------------------------------	---	---

THIS SECTION TO BE COMPLETED BY PRINCIPAL

ACKNOWLEDGMENT OF PRINCIPAL

State of NORTH DAKOTA)
 County of WARD) ss.
 On this 11TH day of NOVEMBER, 2005.

before me personally appeared CLINTON BEETER
 known to me to be the person or said corporation described in and
 who executed the within instrument as PRINCIPAL and acknowledged
 to me that he/she or said corporation executed the same.

[Signature]
 Signature of Principal
[Signature]
 Notary Public

My Commission expires 1-31-2008

(SEAL)

THIS SECTION TO BE COMPLETED BY SURETY

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

State of Nebraska)
 County of Lancaster) ss.
 On this 8 day of November, 2005.

before me personally appeared Jackie Schneider
 known to me to be Attorney-in-fact
 of said corporation that is described in and that executed the within
 instrument as SURETY, and acknowledged to me that such corporation
 executed the same.

Jackie Schneider Attorney-in-fact
 Name and Title of Person Signing for Surety
[Signature]
 Signature
Paulette M. Dyson
 Notary Public

My Commission expires 3/1/08

(SEAL)

GENERAL NOTARY PUBLIC

North Dakota Public Service Commission
 State Capitol
 Bismarck, ND 58505-0480

Telephone (701) 224-2400
 Toll Free in North Dakota 1-800-932-2400

ATTORNEY-IN-FACT MUST ATTACH VALID POWER OF ATTORNEY FROM SURETY.

**North Dakota Department of Transportation
AMENDMENT TO CONTRACT NO. 50130152
Project No.**

THIS AMENDMENT to the above-referenced contract is entered into by and between the State of North Dakota, acting through its Director of Transportation, hereinafter known as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and Northern Auction, Inc., hereinafter known as the Contractor, whose address is 3035 Valley Street, Minot, ND 58701.

WHEREAS, the parties entered into a contract on February 4, 2013; and

WHEREAS, the contract was competitively bid and awarded to the Contractor; and

WHEREAS, the Contractor has performed satisfactorily under the terms of the contract; and

WHEREAS, the Contractor has expressed a willingness to extend the terms of the above-referenced contract for an additional twelve (12) month period; and

WHEREAS, the Bank of North Dakota has discontinued the clerking service for the NDDOT live auctions and the Contractor agreed to perform the additional work of clerking the auctions.; and

NOW THEREFORE, the Contractor and NDDOT agree that the term of the contract is extended through March 31, 2015, and that the Contractor shall now provide the clerking service at an additional cost of 1%.



All other terms and conditions of the above-referenced contract are incorporated herein by reference and remain in full force and effect.

EXECUTED the date last below signed.

WITNESS:

Kari Heister
NAME (TYPE OR PRINT)
[Signature]
SIGNATURE

To be signed by Owner, Partner, Corp. Pres, Vice Pres, or other authorized Corp. Officer (If signed by other authorized Corp. Officer, please attach copy of Power of Attorney or other documentation showing authority to sign)

CONTRACTOR:

Northern Auction Inc.
COMPANY NAME
Kevin Beeter
OFFICER'S NAME (TYPE OR PRINT)
[Signature]
SIGNATURE
Partner
TITLE
3/15/14
DATE

WITNESS

Sandra Goebel
NAME (TYPE OR PRINT)
[Signature]
SIGNATURE

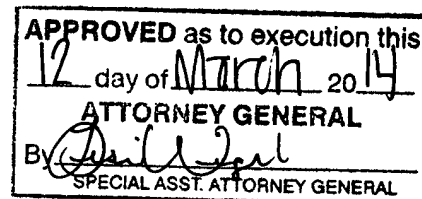
NORTH DAKOTA DEPARTMENT
OF TRANSPORTATION

Grant Levi
DIRECTOR (TYPE OR PRINT)
[Signature] Dep. Dir.
SIGNATURE
13 MAR 2014
DATE

APPROVED as to substance by:

[Signature]
DIVISION DIRECTOR (TYPE OR PRINT)
[Signature]
SIGNATURE
3-12-14
DATE

CLA 52494 (Div 06)
L D Approved 5-19-00, 5-03



STATE OF NORTH DAKOTA

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
FINANCIAL MANAGEMENT DIVISION
608 EAST BOULEVARD AVENUE
BISMARCK, NORTH DAKOTA 58505-0700**

Request For Proposal (RFP)

RFP Title: *LIVE AUCTION SERVICES*

RFP Number: *962-09-13-050*

Date of Issue: *FEBRUARY 4, 2013*

Purpose of RFP. The North Dakota Department of Transportation seeks the services of a contractor to furnish complete live auctioneering and clerking (not cashier) services pertinent to the sale of surplus State Fleet vehicles and obsolete highway equipment

The Bank of North Dakota is the cashier for NDDOT live auctions.

The number of live auction sales indicated herein may decrease dependent upon the on-line auction service which will be procured within the next year.

This RFP is for live auction services not on-line auction services.

Offerors are not required to return this form

Procurement Officer: Sue Eberle, Financial Management Division

TABLE OF CONTENTS

SECTION ONE

Introduction and Instructions

- 1.01 Purpose of the RFP
- 1.02 Contact Person, Telephone, Fax Numbers and E-mail
- 1.03 RFP Schedule
- 1.04 Return Mailing Address and Deadline for Receipt of Proposals
- 1.05 Assistance to Offerors with a Disability
- 1.06 Deadline for Receipt of Questions and Objections
- 1.07 Approved Vendor Registration Requirements
- 1.08 Pre-proposal Conference
- 1.09 Amendments to the RFP
- 1.10 News Releases
- 1.11 Notice Provided
- 1.12 Letter of Interest

SECTION TWO

Background Information

- 2.01 Background Information

SECTION THREE

Scope and Schedule

- 3.01 Scope of Work
- 3.02 Location of Work
- 3.03 Prior Experience
- 3.04 Required Licenses

SECTION FOUR

General Contract Information

- 4.01 Contract Term and Renewal Options
- 4.02 Contract Type
- 4.03 Standard Contract Provisions
- 4.04 Proposal as a Part of the Contract
- 4.05 Additional Terms and Conditions
- 4.06 Supplemental Terms and Conditions
- 4.07 Contract Approval
- 4.08 Contract Changes – Unanticipated Amendments
- 4.09 Indemnification and Insurance Requirements
- 4.10 Taxes and Taxpayer Tax Identification
- 4.11 Contract Funding
- 4.12 Proposed Payment Procedures
- 4.13 Payment Terms
- 4.14 Contract Personnel
- 4.15 Inspection & Modification – Reimbursement for Unacceptable Deliveries
- 4.16 Termination for Default
- 4.17 Independent Entity
- 4.18 Assignment
- 4.19 Disputes - Applicable Law and Venue
- 4.20 Informal Debriefing
- 4.21 Bid Bond and Performance Bond

SECTION FIVE

Evaluation Criteria and Contractor Selection

- 5.01 Management Plan for the Project
- 5.02 Experience and Qualifications
- 5.03 References
- 5.04 Contract Cost

TABLE OF CONTENTS

SECTION SIX

Proposal Format and Content

- 6.01 Proposal Format and Content
- 6.02 Introduction
- 6.03 Management Plan, Experience and Required Enclosures

SECTION SEVEN

Standard Proposal Information

- 7.01 Authorized Signature
- 7.02 State Not Responsible for Preparation Costs
- 7.03 Conflict of Interest
- 7.04 Offeror's Certification
- 7.05 Offer Held Firm
- 7.06 Amendments to Proposals and Withdrawal of Proposals
- 7.07 Subcontractors and Joint Ventures
- 7.08 Disclosure of Proposal Contents and Compliance with North Dakota Open Records Laws
- 7.09 Evaluation of Proposals
- 7.10 Right of Rejection
- 7.11 Clarification of Offers
- 7.12 Discussion and Best and Final Offers
- 7.13 Preference Laws
- 7.14 Contract Negotiation
- 7.15 Failure to Negotiate
- 7.16 Notice of Intent to Award – Offeror Notification of Selection
- 7.17 Protest and Appeal

SECTION EIGHT

Attachments

- 8.01 Attachments
 - 1. Proposal Evaluation Form
 - 2. Contract Form
 - 3. Indemnification and Insurance Requirements
 - 4. Cost Proposal Format
 - 5. Sample Notice of Intent to Award
 - 6. Offeror Checklist

SECTION ONE INTRODUCTION AND INSTRUCTIONS

1.01

Purpose of the RFP

The North Dakota Department of Transportation, hereafter NDDOT, seeks the services of a contractor to furnish complete live auctioneering and clerking (not cashier) services pertinent to the sale of surplus State Fleet vehicles and obsolete highway equipment.

The Bank of North Dakota is the cashier for NDDOT live auctions

The number of live auction sales indicated herein may decrease dependent upon the on-line auction service which will be procured within the next year.

This RFP is for live auction services not on-line auction services

1.02

Contact Person, Telephone, Fax, E-mail

The procurement officer is the point of contact for this RFP. All vendor communications regarding this RFP must be directed to the procurement officer. Unauthorized contact regarding the RFP with other State employees of the purchasing agency may result in the vendor being disqualified, and the vendor may also be suspended or disbarred from the state bidders list.

PROCUREMENT OFFICER. Sue Eberle
PHONE. 701-328-4465
FAX: 701-328-0310
TTY Users call. 701-328-4156
E-MAIL: seberle@nd.gov

1.03

RFP Schedule

This schedule of events represents the State's best estimate of the schedule that will be followed for this RFP. If a component of this schedule, such as the deadline for receipt of proposals, is delayed, the rest of the schedule will be shifted by the same number of days.

The approximate RFP schedule is as follows

- RFP Issued **February 4, 2013**
- Deadline for receipt of questions and objections related to the RFP **February 21, 2013**
- Responses to questions / RFP amendments (if required) **February 25, 2013**
- Proposals due by: **March 11, 2013**
- Proposal Evaluation Committee evaluation completed by approximately **March 20, 2013**
- State issues Notice of Intent to Award a Contract approximately **March 20, 2013**
- State issues contract approximately **March 28, 2013**
- Contract start: **April 1, 2013**

1.04

Return Mailing Address and Deadline for Receipt of Proposals

Offerors must submit **one original and four copies** of its proposal in a sealed envelope or package.

Cost proposals are to be submitted in a separate sealed envelope or package, clearly labeled "cost proposal "

Envelopes or packages containing proposals must be clearly addressed as described below to ensure proper delivery and to avoid being opened by the State before the deadline for receipt. Envelopes or packages must be addressed as follows:

**North Dakota Department of Transportation
Procurement Section, Rm. 222
Request for Proposal (RFP). Live Auction Services
RFP Number: 962-09-13-050
608 East Boulevard Avenue
Bismarck, ND 58505-0700**

Proposals must be received by the purchasing agency at the location specified no later than **March 11, 2013, 2:00 P.M., CENTRAL**. Proposals will not be publicly read at the opening

Proposals may not be delivered orally, by facsimile transmission, by other telecommunication or electronic means. Offerors may fax or electronically transmit signed proposals to a third party who must deliver the proposal to the location indicated above by the date and time designated as the deadline for receipt of proposals

Offerors assume the risk of the method of dispatch chosen. The State of North Dakota ("State") assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt by the State. An offeror's failure to submit its proposal prior to the deadline will cause the proposal to be rejected. Late proposals or amendments will not be opened or accepted for evaluation.

1.05

Assistance to Offerors with a Disability

Offerors with a disability that need an accommodation should contact the procurement officer prior to the deadline for receipt of proposals so that reasonable accommodation can be made

1.06

Deadline for Receipt of Questions and Objections

Offerors must carefully review this solicitation, the contract, risk management provisions, and all attachments for defects, questionable, or objectionable material. All questions must be in writing and directed to the purchasing agency, addressed to the procurement officer, and cite the subject RFP number. The procurement officer must receive these written requests by the deadline specified in the RFP Schedule of Events to allow issuance of any necessary amendments.

This will also help prevent the opening of a defective solicitation and exposure of offeror's proposals upon which an award could not be made. Protests based on the content of the solicitation will be disallowed if these faults have not been brought to the attention of the procurement officer, in writing, before the time indicated in the Schedule of Events.

If the question may be answered by directing the questioner to a specific section of the RFP, then the procurement officer may answer the question over the telephone. Other questions may be more complex and may require a written amendment to the RFP. The procurement officer will make this determination. Oral communications is considered unofficial and non-binding on the State. The offeror must confirm telephone conversations in writing

1.07

Approved Vendor Registration Requirements

VENDORS MUST BE APPROVED BY TIME SET FOR PROPOSAL OPENING

North Dakota law requires that every person or entity that desires to bid or submit a proposal for contracts for commodities or services be an approved vendor in order to be placed on the State's bidders list. An offeror that is not registered by the deadline for receipt of proposal will be determined to be non-responsive and its proposal will be rejected.

To become an approved vendor, offerors must. 1) be registered with the North Dakota Secretary of State (fees apply), and 2) submit a completed Bidders List Application to the North Dakota Vendor Registry

Prospective offerors may access the Procurement Vendor Database on-line to verify whether their business is currently on the bidders list. The bidders list that will be used for this solicitation is commodity code 962-09 (<https://secure.apps.state.nd.us/csd/spo/services/login.htm>).

The Procurement Vendor Database, registration instructions and forms are available on-line at <http://www.nd.gov/spo/vendor/registry/>. Contact the North Dakota Vendor Registry at 701-328-2683 or infospo@nd.gov for assistance

1.08

Pre-proposal Conference

No pre-proposal conference will be held for this RFP. Offerors are advised to carefully review the RFP and all attachments and submit all questions to the procurement officer by the deadline indicated for submission of questions in the schedule of events.

Offerors with a disability needing accommodation should contact the procurement officer.

1.09

Amendments to the RFP

If an amendment to this RFP is issued, it will be provided to all offerors that were mailed a copy of the RFP and to those that have requested a copy of the RFP from the procurement officer.

1.10

News Releases

News releases related to this RFP will not be made without prior approval of the procurement officer or contract manager designated by the State.

1.11

Notice Provided

Notice of this solicitation has been provided in accordance with N.D.C.C. 54-44-09.

The Request for Proposal and any amendments to the RFP will be posted on the following website <https://secure.apps.state.nd.us/csd/spo/services/bidder/main.htm>

1.12

Letter of Interest

Vendors interested in receiving any notices related to this RFP are invited to contact the procurement officer with the name of their business, contact person, mailing address, telephone number, fax number, and e-mail address. The sole purpose of the letter of interest is to provide the purchasing agency with a contact person to receive any notices related to the RFP. Submission of a letter of interest is not a requirement for submitting a proposal.

SECTION TWO BACKGROUND INFORMATION

2.01 Background Information

Background information concerning this project is as follows: The NDDOT is authorized to dispose of State Fleet vehicles and obsolete highway equipment. Disposal has been accomplished by trade or by conducting seven-eight live auctions annually. It is the NDDOT's intention to solicit the services of an on-line auction service within the next year. The NDDOT will conduct fewer live auctions at the Bismarck and Fargo NDDOT locations. The estimate is not less than one live auction per year in each city.

SECTION THREE SCOPE OF WORK

3.01 Scope of Work

Overview

The NDDOT seeks the services of a live auctioneering and clerking service to conduct at least two live auctions annually up to a maximum of seven auctions. The number of auctions to be conducted will be affected by the procurement of an on-line auction service within the next year.

In past years the auctions were held as follows.

Bismarck

- Four vehicle auctions – June, September, October, November
- One obsolete highway equipment auction - June

Fargo

- Three vehicle auctions – May, October, November

The NDDOT disposes of obsolete highway equipment in accordance with North Dakota Century Code 24-03-15. In the past, equipment that was not traded toward new equipment or sold to political subdivisions was sold at an annual auction held in Bismarck, North Dakota. It is the NDDOT's intention to sell obsolete highway equipment by on-line auction. Until such time as an on-line auction service is procured, it may be necessary to conduct a live auction to sell this equipment.

Services are to be performed in accordance with the applicable laws and the highest business-like auctioneering practices to include, but not limited to the following:

The awarded contractor will conduct vehicles sales in such a manner where auction bidders are situated in a building and vehicles are moved to the point of sale on a one-by-one basis. Sufficient helpers (suggest 4) shall be provided by the auction contractor to move vehicles from the storage lot to the point of the sale and back to the storage lot. The goal of this project is to sell surplus state vehicles to the public.

If an auction is held for obsolete highway equipment, then the equipment will be situated in the Bismarck District lot. Equipment may be sold in place. Motorized equipment point of sale may be held at another location within the lot or in a building and moved to the point of sale on a one-by-one basis. NDDOT will provide operators for operation of this equipment. The live surplus equipment sale will be held on a specific date, generally in June.

Contractor is to provide a mobile public address system, as necessary.

Contractor is to provide a clerking service.

The volume of this contract is estimated at \$3,700,000 for vehicles if all seven vehicle auctions are held. The obsolete equipment sales have not exceeded \$50,000 in the past few years. The estimates are based upon past auctions and anticipated sales items.

State-Furnished Property/Services

- a. The NDDOT will work with the awarded contractor in providing a listing of the surplus state vehicles that will be available for auction
- b. When the auction dates for the year have been determined, the schedule will be provided to the awarded contractor.
- c. The NDDOT will accomplish all sale advertising of the auctions
- d. The state vehicles will be situated at the Bismarck and Fargo District lots, and a building will be provided where vehicles can be moved from the storage lot to the point of the sale and back to the storage lot
- e. Obsolete highway equipment may be sold in place. If motorized equipment is part of the sale, then the NDDOT will provide operators for operation of this equipment.
- f. Bismarck and Fargo locations have public address systems

Contractor-Furnished Property/Services

- a. It is recommended that the awarded contractor have not less than two (2) auctioneers and two (2) bid takers for all sales. One (1) of the auctioneers may substitute for one of the bid takers
- b. Sufficient helpers (recommend four (4)) shall be provided to move vehicles from the storage lot to the point of sale and back to the storage lot
- c. Recording Device. Provide and utilize an adequate and appropriate recording device to record the auction event. The recording will be available to use to resolve any disputes, misunderstandings, or confusion resulting from the sale of any item.
- d. Public Address System. Provide and utilize an adequate public address system appropriate for large non-acoustical buildings, as necessary
- e. Clerking Services. To provide the following:
 - 1. A list of the auction bidders, their addresses and the purchase price for each sold item.
 - 2. Original copies of clerking sheets to the NDDOT on the day of sale.
 - 3. Settlement Sheet, showing gross sales total, auctioneer's commission, and net total
- f. Food Service Vendor. The awarded contractor is encouraged to coordinate a licensed food service vendor for the live vehicle auctions. The contractor will be responsible for area cleanup associated with the sale of food. The NDDOT will not participate in concession sales or profits.

Description of Specific, Results-Oriented Tasks

Unclaimed sale items - All items must be retrieved by bidders on the day of the sale, unless prior approval for delay is obtained. The auction company shall be liable to the state in the dollar amount of any items sold, but not paid for by successful bidder(s). Any such items shall be the property of the auction company.

3.02

Location of Work

The work is to be performed, completed, and managed at the following locations.

NDDOT Bismarck District, 218 Airport Road, Bismarck, ND 58504
NDDOT Fargo District, 503 38th Street South, Fargo, ND 58103

The State **will** provide workspace for the contractor on the day of the auction

The NDDOT will not be responsible for any expenses (travel, meals, equipment rental, and/or others) incurred by the auction company in its performance of services pursuant to this contract

3.03

Prior Experience

In order for offers to be considered responsive, offerors must meet the minimum prior experience requirements. An offeror's failure to meet these minimum prior experience requirements will cause its proposal to be considered non-responsive and its proposal will be rejected. The minimum experience requirements are.

- a. The auction company must be a reputable, licensed and bonded auction services company with a least five (5) years' experience in conducting live auctions, preferably including the sale of vehicles, in and around

North Dakota.

3.04

Required Licenses

At the time specified by the deadline for submission of proposals, the offeror must have and keep current any professional licenses and permits required by federal, state, and local laws for performance of this contract. Offerors that do not possess required licenses at the time proposals are due will be determined non-responsive.

- a. All auctioneers shall be licensed and bonded to conduct sales in North Dakota.

SECTION FOUR GENERAL CONTRACT INFORMATION

4.01

Contract Term and Renewal Options

The NDDOT intends to enter into a contract with an effective date beginning **April 1, 2013** and ending **March 31, 2014**.

This contract may be renewed upon satisfactory completion of the initial contract term. The state reserves the right to execute up to two (2) options to renew this contract annually under the same terms and conditions for a period of twelve (12) months each. This contract will not automatically renew

The State will provide written notice to the contractor of its intent to renew this contract at least sixty (60) days before the scheduled contract expiration date

4.02

Contract Type

This contract is a Fixed Price with Adjustment contract

The contract prices shall be firm for the first twelve (12) months of the contract period. Thereafter, on an annual basis, all prices in the implementing of extensions to the contract(s) may be subject to price adjustment (increase / decrease). The request for a price adjustment must be submitted to the NDDOT at least sixty (60) days before the scheduled contract expiration date and must include justification for the proposed change. The NDDOT will respond as follows:

- The request may be granted.
- The contract may be cancelled and solicitation may be re-advertised, or
- The contract may be continued without change

If a price increase is approved by the NDDOT, the date the increase will be effective along with the new price will be included in the extension amendment document. Approval of any price increase renews the twelve month firm price period.

The State shall also be advised of and receive the benefit of any price decrease. The same notification and review process will apply to a decrease in cost.

4.03

Standard Contract Provisions

The successful offeror will be required to sign and submit the contract attached to this RFP (Attachment 2) The contractor must comply with the contract provisions set out in this attachment Any objections to the contract provisions must be identified by the offeror prior to the deadline for questions and objections No alteration of these provisions will be permitted without prior written approval from the purchasing agency Offerors are instructed to contact the procurement officer in writing by the deadline set for questions with any concerns regarding the contract provisions.

4.04

Proposal as a Part of the Contract

Part or all of this RFP and the successful proposal may be incorporated into the contract.

4.05

Additional Terms and Conditions

The State reserves the right to add, delete, or modify terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

4.06

Supplemental Terms and Conditions

Proposals including supplemental terms and conditions will be accepted, but supplemental conditions that conflict with those contained in this RFP or that diminish the State's rights under any contract resulting from the RFP will be considered null and void. The State is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award. After award of contract

- (a) if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and
- (b) if the State's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

4.07

Contract Approval

This RFP does not, by itself, obligate the State. The State's obligation will commence when the purchasing agency approves the contract. Upon written notice to the contractor, the State may set a different starting date for the contract. The State will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the State.

4.08

Contract Changes - Unanticipated Amendments

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the contract manager designated by the State will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of amendments.

The contractor will not commence additional work until the project director has secured any required State approvals necessary for the amendment and issued a written contract amendment, approved by the purchasing agency.

4.09

Indemnification and Insurance Requirements

Offerors must review the attached Risk Management Appendix for indemnification and insurance requirements. The indemnification and insurance provisions will be incorporated into the final contract.

Objections to any of the provisions of the Indemnification and Insurance Requirements must be made in writing to the attention of the procurement officer by the time and date set for receipt of questions. No alteration of these provisions will be permitted without prior written approval from the purchasing agency in consultation with the North Dakota Risk Management Division.

Upon receipt of the Notice of Intent to Award, the successful offeror must obtain the required insurance coverage and provide the procurement officer with proof of coverage prior to contract approval. The coverage must be satisfactory to the purchasing agency, in consultation with the North Dakota Risk Management Division. An offeror's failure to provide evidence of insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

4.10

Taxes and Taxpayer Identification

The contractor must provide a valid Vendor Tax Identification Number as a provision of the contract

The State is not responsible for and will not pay local, state, or federal taxes. The State sales tax exemption number is E-2001, and certificates will be furnished upon request by the purchasing agency

A contractor performing any contract, including service contracts, for the United States Government, State of North Dakota, counties, cities, school districts, park board or any other political subdivisions within North Dakota is not exempt from payment of sales or use tax on material and supplies used or consumed in carrying out contracts. In these cases, the contractor is required to file returns and pay sales and use tax just as required for contracts with private parties. Contact the North Dakota Tax Department at 701-328-3470 or visit its website at www.nd.gov/tax/ for more information

A contractor performing any contract, including a service contract, within North Dakota is also subject to the corporation income tax, individual income tax, and withholding tax reporting requirements, whether the contract is performed by a corporation, partnership, or other business entity, or as an employee of the contractor. In the case of employees performing the services in the state, the contractor is required to withhold state income tax from the employees' compensation and remit to the state as required by law. Contact the North Dakota Tax Department at 701-328-3125 or visit its web site for more information

4.11

Contract Funding

Approval or continuation of a contract resulting from this solicitation is contingent upon continuing appropriation. The contract may be terminated by the state or modified by agreement of both parties in the event funding from federal, state, or other sources is not obtained and continued at sufficient levels

4.12

Proposed Payment Procedures

The State will make payments based on a percent of gross sales receipts after each auction. No payment will be made until all checks have been processed through the Bank of North Dakota at which time they will issue the payment to the contractor

If the state is unable to collect payment on non-sufficient funds checks, non-negotiable certificates and vouchers, the awarded vendor will be liable for repayment of an amount commensurate with the contract percentage that had been paid previously. The state will make every effort to collect payment from the auction bidder prior to implementing this provision.

4.13

Payment Terms

Payment for commodities and services received under contracts will normally be made within 30 calendar days after receipt and acceptance by the purchasing agency or after receipt of a correct invoice, whichever is later. Payment inquiries must be directed to the purchasing agency.

4.14

Contract Personnel

The contract manager designated by the purchasing agency must approve any change of the contractor's project team members named in the proposal, in advance and in writing. Personnel changes that are not approved by the State may be grounds for the State to terminate the contract.

The primary contract manager is:

NAME Sue Eberle
PHONE 701-328-4465
FAX 701-328-0310
E-MAIL: seberle@nd.gov

The State Fleet vehicle sales contract manager assigned to this contract is:

NAME Tim Paul, State Fleet Services
PHONE: 701-328-1465
FAX 701-328-0310
EMAIL: tpaul@nd.gov

4.15

Inspection & Modification - Reimbursement for Unacceptable Deliverables

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the contract manager designated by the State. The State may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. Should the contract manager determine that corrections or modifications are necessary in order to accomplish its intent; the contract manager may direct the contractor to make changes. The contractor will not unreasonably withhold changes.

Substantial failure of the contractor to perform the contract may cause the State to terminate the contract. In this event, the State may require the contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

4.16

Termination for Default

If the contract manager designated by the purchasing agency determines that the contractor has refused to perform the work or has failed to perform the work with diligence as to ensure its timely and accurate completion, the State may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all of the remaining work.

This clause does not restrict the State's right to termination under the contract provisions of the Service Contract, attached.

4.17

Independent Entity

The contractor is an independent entity under this contract and is not a State employee for any purpose. The contractor retains sole and absolute discretion in the manner and means of carrying out the contractor's activities and responsibilities under the contract, except to the extent specified in the contract.

4.18

Assignment

Contractor may not assign or otherwise transfer or delegate any right or duty without the State's express written consent. However, the contractor may enter into subcontracts provided that the subcontract acknowledges the binding nature of this contract and incorporates this contract, including any attachments.

4.19

Disputes - Applicable Law and Venue

Any dispute arising out of this agreement will be resolved under the laws of the State of North Dakota.

4.20

Informal Debriefing

When the contract is completed, an informal debriefing may be performed at the discretion of the procurement officer or contract manager designated by the State. If performed, the scope of the debriefing will be limited to the work performed by the contractor. The debriefing time and location may be negotiated between the purchasing agency and contractor.

4.21

Bid Bond and Performance Bond

A Bid Bond is not required

All auctioneers must be licensed and bonded to conduct sales in North Dakota

SECTION FIVE EVALUATION CRITERIA AND CONTRACTOR SELECTION

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS CONTRACT IS 100

5.01

Management Plan for the Project

Twenty Percent (20%) of the total possible evaluation points will be assigned to this criterion.

Proposals will be evaluated against the questions set out below

- a. Has the offeror included the complete name and address of their business and the name, mailing address, with the name and contact information of the person the State should contact regarding the proposal?
- b. Has an Individual authorized to bind the offeror to the provisions of the RFP signed the proposal?
- c. Has the offeror confirmed that they will comply with all provisions in this RFP?
- d. Has the offeror followed the format set out in this RFP and provide all information requested?
- e. Has the offeror disclosed any instances where the firm or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict?
- f. Has the offeror identified and labeled sections of the proposal which they feel contain confidential Information?
- g. Has the offeror included information regarding business licensing in North Dakota and included a copy of their license?
- h. Has the offeror included information regarding when the company was organized or began their auctioneering service?
- i. Has the offeror indicated the number of auctioneers in the firm and provided their names?
- j. Has the offeror indicate the number of helpers and clerk staff in the business and provided their names?
- k. Has the offeror provided information regarding their ability to manage the clerking process involved in the auction and provided the names of the employees?

5.02

Experience and Qualifications

Twenty Percent (20%) of the total possible evaluation points will be assigned to this criterion

Proposals will be evaluated against the questions set out below.

a Do the individuals assigned to the project have live auction experience? Does the experience satisfy the contract requirements?

b Have the auctioneers completed auctioneering school and are they currently certified (licensed)?

5.03

References

Ten Percent (10%) of the total possible evaluation points will be assigned to this criterion.

Proposals will be evaluated against the questions set out below

a Has the offeror provided the name, address, and contact information for three (3) businesses for which similar services have been provided and are references satisfactory?

5.04

Contract Cost

Fifty Percent (50%) of the total possible evaluation points will be assigned to cost.

Any prompt payment discounts terms proposed by the offeror will not be considered in evaluating cost. The cost amount used for evaluation may be affected by the application of North Dakota preference laws (N.D.C.C. § 44-08-01). The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be evaluated according to the method set forth in the Proposal Evaluation form attached to this RFP.

SECTION SIX PROPOSAL FORMAT AND CONTENT

6.01

Proposal Format and Content

The State discourages overly lengthy and costly proposals, however, in order for the State to evaluate proposals fairly and completely, offerors must follow the format set out in this RFP and provide all information requested

6.02

Introduction

Proposals must include the complete name and address of the business as well as the name and contact information of the person the State should contact regarding the proposal

Proposals must confirm that the offeror will comply with all provisions in this RFP.

The proposal shall disclose any instances where the business or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict (e.g. employed by the State of North Dakota).

Proposals must be signed by a company officer empowered to bind the company

An offeror's failure to include these items in the proposals may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

6.03

Management Plan, Experience and Required Enclosures

Offerors must provide all information and documents specifically required in this RFP

1. North Dakota business license number and attach a copy of license
2. Date company was organized or beginning of service
3. Description of the types of Auctions primarily conducted by business (Vehicles, industrial, farm, real estate, livestock, household, etc.)
4. Estimated number of auctions conducted annually
5. Number of Auctioneers available for sales
6. Number of additional helpers available for sales
7. Name of Auctioneers and helpers
8. Years of auction experience, school(s) attended, year of graduation for each employee
9. For each auctioneer, name the auction school and year certified and attach a of certification (license)
10. Attach a copy of business bond
11. Three (3) Reference names, mailing addresses, and telephone number for similar services performed

SECTION SEVEN STANDARD PROPOSAL INFORMATION

7.01

Authorized Signature

An individual authorized to bind the offeror to the provisions of the RFP must sign all proposals.

7.02

State Not Responsible for Preparation Costs

The State will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal

7.03

Conflict of Interest

Offerors must disclose any instances where the business or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict (e g employed by the State of North Dakota) The State reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the offeror's proposal The State's determination regarding any questions of conflict of interest is final

7.04

Offeror's Certification

By signature on the proposal, an offeror certifies that it complies with.

- a) the laws of the State of North Dakota;
- b) North Dakota Administrative Code;
- c) all applicable local, state, and federal laws, code, and regulations;
- d) the applicable portion of the Federal Civil Rights Act of 1964,
- e) the Equal Employment Opportunity Act and the regulations issued by the federal government;
- f) the Americans with Disabilities Act of 1990 and the regulations issued by the federal government,

- g) all terms, conditions, and requirements set forth in this RFP;
- h) a condition that the proposal submitted was independently arrived at, without collusion,
- i) a condition that the offer will remain open and valid for the period indicated in this solicitation; and
- j) a condition that the business and any individuals working on the contract do not have a possible conflict of interest (e.g. employed by the State of North Dakota).

If any offeror fails to comply with the provisions stated in this paragraph, the State reserves the right to reject the proposal, terminate the contract, or consider the contractor in default

7.05

Offer Held firm

Proposals must remain open and valid for at least 90 days from the deadline specified for submission of proposals. In the event award is not made within 90 days, the State will send a written request to all offerors deemed susceptible for award asking offerors to hold their price firm for a longer specified period of time.

7.06

Amendments to Proposals and Withdrawals of Proposals

Offerors may amend or withdraw proposals prior to the deadline set for receipt of proposals. No amendments will be accepted after the deadline unless they are in response to the State's request. After the deadline, offerors may make a written request to withdraw proposals and provide evidence that a substantial mistake has been made. The procurement officer may permit withdrawal of the proposal upon verifying that a substantial mistake has been made, and the State may retain the offeror's bid bond or other bid type of bid security, if one was required.

7.07

Subcontractors and Joint Ventures

No subcontractors or joint ventures will be allowed.

7.08

Disclosure of Proposal Contents and Compliance with North Dakota Open Records Laws

All proposals and other material submitted become the property of the State and may be returned only at the State's option. All proposals and related information, including detailed cost information, are exempt records and will be held in confidence until an award is made, in accordance with N.D.C.C. § 54-44.4-10(2). "Award" means the selection of a successful bidder or offeror for presentation of a purchase agreement or contract [ref. N.D.A.C. 4-12-01-02(2)].

After award, proposals will be subject to the North Dakota open records law. Any records that are obtained or generated by the contractor under this contract are subject to North Dakota open records law regarding public records and handling of confidential information. Records are closed or confidential only if specifically stated in law. If a request for public information is received, the procurement officer, in consultation with the Office of the Attorney General, will determine whether the information is an exception to the North Dakota open records law, and the information will be processed appropriately.

Offerors may make a written request that trade secrets and other proprietary data contained in proposals be held confidential. Offerors are required to include in their proposal a statement that clearly identifies specific page numbers and sections of the proposal considered confidential, or are copyrighted and may not be duplicated, or are exempt under N.D.C.C. § 44-04-18.4 for trade secret, proprietary, commercial, and financial information, and a brief statement that sets out the reasons for the confidentiality request. In addition to the confidential statement, each identified page must be marked "Confidential" in the proposal.

Offers that include a request for confidentiality of proprietary data contained in their proposal must follow this requirement or will be considered non-responsive.

See the North Dakota Office of the Attorney General website for additional information. <http://www.ag.state.nd.us/OpenRecords/ORM.htm> Cost proposals, including unit prices, are "a cost of doing business with the state or a political subdivision", and are not confidential under N.D.C.C. § 44-04-18.4.

7.09

Evaluation of Proposals

All proposals will be reviewed to determine if they are responsive to the requirements of this solicitation. The procurement officer or an evaluation committee will evaluate responsive proposals. The evaluation will be based solely on the evaluation factors set forth in this RFP. The evaluation will consider information obtained subsequent to any discussions with offerors determined to be reasonably susceptible for award and any demonstrations, oral presentations, or site inspections, if required in this RFP.

7.10

Right of Rejection

The State reserves the right to reject any proposals, in whole or in part. Proposals received from debarred or suspended vendors will be rejected. The procurement officer may reject any proposal that is not responsive to all of the material and substantial terms, conditions, and performance requirements of the RFP.

Offerors may not qualify the proposal nor restrict the rights of the State. If an offeror does so, the procurement officer may determine the proposal to be a non-responsive counter-offer and the proposal may be rejected.

The procurement officer may waive minor informalities that.

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;
- are insignificant, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision,

The State reserves the right to reject any proposal determined to be not responsive, and to reject the proposal of an offeror determined to be not responsible. The State also reserves the right to refrain from making an award if it determines it to be in its best interest.

7.11

Clarification of Offers

In order to determine if a proposal is reasonably susceptible for award, communications by the procurement officer or the proposal evaluation committee are permitted with an offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal and determine responsiveness to the RFP requirements. Clarifications may not result in a material or substantive change to the proposal. The initial evaluation may be adjusted because of a clarification under this section.

After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

7.12

Discussion and Best and Final Offers

The State may conduct discussions or request best and final offers with offerors that have submitted proposals determined to be reasonably susceptible for award. The State is not obligated to do so, therefore, vendors should submit their best terms (cost and technical). The purpose of these discussions is to ensure full understanding of the requirements of the RFP and the offeror's proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the procurement officer. Discussions, if held, will be after initial evaluation of proposals by the proposal evaluation committee. If modifications to the proposal are made as a result of these discussions, the modifications must be put in writing.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for discussions so that reasonable accommodation can be made.

7.13

Preference Laws

The preference given to a resident North Dakota offeror will be equal to the preference given or required by the state of the nonresident bidder. A "resident" North Dakota bidder, offeror, seller, or contractor is one that has maintained a bona fide place of business within this State for at least one year prior to the date on which a contract was awarded. For a listing of state preference laws, visit the following website http://egov.oregon.gov/DAS/PFSS/SPO/reciprocal_detail.shtml or contact the North Dakota State Procurement Office at 701-328-2740.

7.14

Contract Negotiation

After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, will be within the scope of the request for proposals and limited to those items that would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the State may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal.

If contract negotiations are commenced, they will be held:

**North Dakota Department of Transportation, Highway Building
608 East Boulevard Avenue
Bismarck, North Dakota 58505-0700**

If contract negotiations are held, the offeror will be responsible for all cost including its travel and per diem expenses.

7.15

Failure to Negotiate

If the selected offeror:

- fails to provide the information required to begin negotiations in a timely manner,
- fails to negotiate in good faith,
- indicates it cannot perform the contract within the budgeted funds available for the project, or
- if the offeror and the State, after a good faith effort, cannot come to terms,

the State may terminate negotiations with the offeror initially selected and commence negotiations with the next highest ranked offeror.

7.16

Notice of Intent to Award - Offeror Notification of Selection

After the completion of contract negotiation the procurement officer will issue a written Notice of Intent to Award and send copies to all offerors. The Notice of Intent Award will set out the names and addresses of all offerors and identify the proposal selected for award. The scores and placement of other offerors will not be part of the Notice of Intent to Award.

The successful offeror named in the Notice of Intent to Award is advised not to begin work, purchase materials, or enter into subcontracts relating to the project until both the successful offeror and the State sign the contract.

7.17

Protest and Appeal

North Dakota law provides that an interested party may protest a solicitation

If an interested party wishes to protest the content of this RFP, the protest must be received, in writing, by the procurement officer at least seven calendar days before the deadline for receipt of proposals.

An interested party may protest the award or proposed award of a contract.

If an offeror wishes to protest the award of a contract or proposed award of a contract, the protest must be received, in writing, by the procurement officer within seven calendar days after the date the Notice of Intent to Award was issued

SECTION EIGHT ATTACHMENTS

8.01

Attachments

1. Proposal Evaluation Form
2. Contract Form
3. Indemnification and Insurance Requirements Appendix
4. Cost Proposal Format
5. Sample Notice of Award
6. Offeror Checklist

ATTACHMENT 1

PROPOSAL EVALUATION FORM

All proposals will be reviewed for responsiveness and then evaluated using the criteria set out herein.

INSTRUCTIONS FOR EVALUATORS

Each evaluation criterion has been assigned a specific number of points. The questions under each evaluated area help you measure the quality of the offeror's response. Do not assign points to individual questions; instead, award a total score for each evaluation criterion.

RATING SCALE FOR ASSESSING VENDOR RESPONSES

This rating scale is intended to establish guidelines within that range to ensure members of the RFP evaluation committee perform their evaluation with consistency. You may assign any value for a given criteria from 0 to the maximum number of points. A zero value typically constitutes no response or an inability of the vendor to meet the criterion. In contrast, the maximum value should constitute a high standard of meeting the criterion. If a specific criterion would only yield a yes or no response (e.g., offeror can submit an electronic report in required format by noon Friday), the evaluator should award either the maximum points or a zero.

For Example: "Experience and Qualifications" is an evaluation criteria receiving a weighting of 20% of the total possible points. Using a 100 Point Scale, a maximum of 20 points can be awarded. The rating scale would be:

Rating Scale (10 POINT Maximum)	
Point Value	Explanation
0	None. Not addressed or response of no value
1-2	Fair. Limited applicability
3-4	Good. Some applicability
5-7	Very Good. Substantial applicability
8-10	Excellent. Total applicability

COST PROPOSAL

If offerors were required to place cost proposals in a separate sealed envelope, do not open the cost proposal until the technical proposals have been evaluated.

Not all members of the evaluation need to evaluate the cost proposal. The cost proposals may be evaluated by selected members of the evaluation committee, reviewed by group, and recorded on the evaluation summary sheets.

Any prompt payment discounts terms offered by the vendor are not taken into consideration in evaluating cost. However, the cost proposals of nonresident offerors may be adjusted by the application of preference laws, if applicable.

Contact the State Procurement Office at 701-328-2740 for assistance in applying preference laws.

EVALUATION CRITERIA AND SCORING

Person or Business Name: _____

Name of Proposal Evaluation (PEC) Member: _____

Date of Review: _____

RFP Title/Number: Live Auction Services, 962-09-13-050

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS CONTRACT IS 100

Proposals will be evaluated against the questions set out below.

MANAGEMENT PLAN FOR THE PROJECT

Twenty Percent (20%) of the total possible evaluation points will be assigned to the management plan
Weight **20 Percent** Maximum Point Value for this Section
100 Points x **20 Percent** = **20 Points**

Rating Scale (20 POINT Maximum)	
Point Value	Explanation
0	None. Not addressed or response of no value
1-5	Fair Limited applicability
6-10	Good. Some applicability
11-15	Very Good. Substantial applicability
16-20	Excellent. Total applicability

a. Has the offeror included the complete name and address of their business and the name, mailing address, with the name and contact information of the person the State should contact regarding the proposal?

EVALUATOR'S NOTES _____

b. Has an Individual authorized to bind the offeror to the provisions of the RFP signed the proposal?

EVALUATOR'S NOTES _____

c. Has the offeror confirmed that they will comply with all provisions in this RFP?

EVALUATOR'S NOTES _____

d. Has the offeror followed the format set out in this RFP and provide all information requested?

EVALUATOR'S NOTES _____

e Has the offeror disclosed any instances where the business or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict?

EVALUATOR'S NOTES _____

f Has the offeror identified and labeled sections of the proposal which they feel contain confidential Information?

EVALUATOR'S NOTES _____

g Has the offeror included information regarding business licensing in North Dakota and included a copy of their license?

EVALUATOR'S NOTES _____

h Has the offeror included information regarding when the company was organized or began their auctioneering service?

EVALUATOR'S NOTES _____

i Has the offeror indicated the number of auctioneers in the business and provided their names?

EVALUATOR'S NOTES _____

j. Has the offeror indicate the number of helpers and clerk staff in the business and provided their names?

EVALUATOR'S NOTES _____

k. Has the offeror provided information regarding their ability to manage the clerking process involved in the auction and provided the names of the employees?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR MANAGEMENT PLAN _____

EXPERIENCE AND QUALIFICATIONS

Twenty Percent (20%) of the total possible evaluation points will be assigned to experience and qualifications.
Weight **20 Percent** Maximum Point Value for this Section
100 Points x **20 Percent** = **20 Points**

Rating Scale (20 POINT Maximum)	
Point Value	Explanation
0	None Not addressed or response of no value
1-5	Fair. Limited applicability
6-10	Good Some applicability
11-15	Very Good Substantial applicability
16-20	Excellent. Total applicability

a. Do the individuals assigned to the project have live auction experience? Does the experience satisfy the contract requirements?

EVALUATOR'S NOTES _____

a Have the auctioneers completed auctioneering school and are they currently certified (licensed)?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR EXPERIENCE AND QUALIFICATIONS _____

REFERENCES

Ten Percent (10%) of the total possible evaluation points will be assigned to references.
Weight **10 Percent** Maximum Point Value for this Section
100 Points x **10 Percent** = **10 Points**

Rating Scale (10 POINT Maximum)	
Point Value	Explanation
0	None. Not addressed or response of no value
1-2	Fair. Limited applicability
3-4	Good. Some applicability
5-7	Very Good Substantial applicability
8-10	Excellent. Total applicability

b Has the offeror provided the name, address, and contact information for three (3) businesses for which similar services have been provided and are references satisfactory?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR REFERENCES _____

CONTRACT COST

Fifty Percent (50%) of the total possible evaluation points will be assigned to cost
Weight 50 Percent Maximum Point Value for this Section
100 Points x 50 Percent = 50 Points

Applying Preference Laws

Any prompt payment discounts terms proposed by the offeror will not be considered in evaluating cost. The cost amount used for evaluation may be affected by the application of North Dakota preference laws (N.D.C.C. § 44-08-01). The preference given to a resident offeror will be equal to the preference given or required by the state of the nonresident offeror (i.e. reciprocal preference).

When evaluating cost proposals from nonresident (out-of-state) offerors, determine whether the offeror's state of residence has a preference law for vendors resident in that state. The cost proposal of the nonresident offeror will be increased by the same percentage of preference given to vendors resident in that state.

For example, if the state law of the nonresident offeror requires a 5% preference for vendors resident in that state, the procurement officer will increase that offeror's cost proposal by 5% before evaluation.

See http://www.oregon.gov/DAS/SSD/SPO/reciprocal_detail.shtml for a list of States Preference Laws or contact the North Dakota State Procurement Office at 701-328-2740.

Converting Cost to Points

After applying any reciprocal preference, the lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined as follows:

Price of Lowest Cost Proposal

Price of Proposal Being Rated X Total Points for Cost Available = Awarded Points

COST PROPOSAL EVALUATION

EVALUATOR'S POINT TOTAL FOR COST

**Request for Proposal
Evaluation Summary**

RFP Title/Number: Live Auction Services, 962-09-13-050		
Vendor Being Evaluated		
Evaluator Name:		
Date:		
Technical Evaluation (Maximum 50 Points)	Maximum Points by Category	Score
Management Plan	20	
Experience and Qualifications:	20	
References	10	
Cost Evaluation (Maximum 50 Points) 1 Make adjustments for reciprocal preference, if necessary. See list of States Preference Laws. http://www.oregon.gov/DAS/SSD/SPO/reciprocal_detail.shtml 2 Calculated points awarded for price. <u>Price of Lowest Cost Proposal</u> Price of Proposal Being Rated X 50 points = Awarded Points		
5. Cost	50	
Total		

**Request for Proposal
Evaluation Totals**

RFP Title/Number: Live Auction Services, 962-09-13-050						
Name of Offeror:						
Date:						
Technical Evaluation Criteria	50 POINTS Maximum	Evaluator	Evaluator	Evaluator	Evaluator	Evaluator
Management Plan	20					
Experience and Qualifications:	20					
References	10					
Evaluator Totals						
Grand Total		Note: Sum of all individual scores				
Technical Proposal Score		Note: Total of individual points divided by the number of evaluators (50 POINT MAXIMUM).				
Cost Proposal Score		Note: (50 POINT MAXIMUM)				
TOTAL						

**Request for Proposal
Summary of Evaluation Committee Totals**

RFP Title/Number: Live Auction Services, 962-09-13-050						
Date:						
Technical Evaluation Criteria	50 POINTS Maximum	Vendor 1	Vendor 2	Vendor 3	Vendor 4	Vendor 5
Management Plan	20					
Experience and Qualifications.	20					
References	10					
Technical Proposal Score (50 Max)						
Cost Proposals Score (50 Max)						
Grand Total						

ATTACHMENT 2
SERVICE CONTRACT

Next 4 pages

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
CONTRACT FOR PROCUREMENT**

REQUEST FOR PROPOSAL TITLE: LIVE AUCTION SERVICES

REQUEST FOR PROPOSAL NO.: 962-09-13-050

This agreement is entered into between the state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota, and , hereinafter referred to as the Contractor, whose address is .

In consideration of the mutual covenants herein set forth, NDDOT and the Contractor agree as follows:

- 1 That in consideration of the payments to be made by NDDOT, the Contractor agrees to provide the services and/or goods in accordance and in conformity with this contract, the Contractor's proposal, dated , NDDOT's request for proposal issued on , and any purchase orders issued as a result of this contract. The Contractor's proposal, NDDOT's request for proposal, and any purchase orders are incorporated by reference herein. If discrepancies exist between the Contractor's proposal, and NDDOT's request for proposal, or this contract, NDDOT's request for proposal, and this contract shall govern.
2. NDDOT agrees to pay the Contractor for the work, when completed and accepted in accordance with this contract.

Payments are to be made upon presentation of an invoice by the Contractor, and by the terms of this contract
- 3 The work shall be done pursuant to this contract, to the laws of the state of North Dakota, and to the satisfaction of NDDOT, in accordance with the rules and regulations made pursuant to state and federal law
4. The Contractor, in employing and maintaining labor, shall do so in conformity with state and federal law and this contract.
- 5 Payments by NDDOT beyond the current state biennium shall be contingent on sufficient funds being appropriated by the Federal Government or State Legislature for the Department. In the event of insufficient appropriations in future bienniums, NDDOT may give a minimum of 30 days notice to terminate this agreement/contract and have no further obligation to the Contractor.
- 6 All work products and copyrights of the contract which result from this contract are the exclusive property of NDDOT.
7. Notwithstanding any rules regarding the choice of law or venue, it is agreed by the parties that this contract shall be governed by and construed in accordance with applicable Federal Law and the laws of the state of North Dakota, at the time this contract was executed. All disputes arising from this agreement shall be brought in the South Central District Court of the state of North Dakota.
8. This agreement constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The Contractor, by the signature below of its authorized representative, hereby acknowledges that the Contractor has read this agreement, understands it, and agrees to be bound by its terms and conditions.

9. The terms of this agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties.
10. The Contractor shall not assign any portion of the work under this agreement, execute any contract, or obligate itself in any manner with a third party with respect to its rights and responsibilities to this agreement without written consent of NDDOT. Any agreement with a subcontractor does not create a contractual relationship between the NDDOT and the subcontractor.
11. The Contractor shall not assign nor transfer the contractor's interests or duties under this agreement without the express written consent of the state.
12. The Contractor agrees to comply with all applicable laws and rules, including, but not limited to, those relating to nondiscrimination, accessibility, and civil rights.
13. The Civil Rights Appendix, attached, is hereby incorporated into and made a part of this agreement.
14. Termination
 - a. This contract may be terminated by mutual consent of both parties, or by either party upon 30 days' notice, in writing and delivered by certified mail or in person.
 - b. In addition, NDDOT may terminate this contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by NDDOT, under any of the following conditions:
 - i. If NDDOT funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The contract may be modified by agreement of the parties in writing to accommodate a reduction in funds.
 - ii. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
 - iii. If any license or certificate required by law or regulation to be held by the Contractor to provide the services required by the contract is for any reason denied, revoked, or not renewed.

Any such termination of this contract under (i), (ii), or (iii), above, shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

 - c. NDDOT, by written notice to the Contractor, may terminate the whole or any part of this agreement:
 - i. If the Contractor fails to provide services called for by this contract within the time specified herein or any extension thereof, or
 - ii. If the Contractor fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from NDDOT, fails to correct such failures within ten days or such longer period as NDDOT may authorize.
15. The Risk Management Appendix, attached, is hereby incorporated into and made a part of this agreement.

16 This agreement becomes effective when all parties have signed and it shall terminate on 03/31/2014.

EXECUTED the date last below signed.

WITNESS:

NAME (TYPE OR PRINT)

SIGNATURE

To be signed by Owner; Partner; Corp. Pres., Vice Pres., or other authorized Corp. Officer. (If signed by other authorized Corp. Officer, please attach copy of Power of Attorney or other documentation showing authority to sign)

WITNESS:

NAME (TYPE OR PRINT)

SIGNATURE

CONTRACTOR:

NAME (TYPE OR PRINT)

SIGNATURE

TITLE

DATE

NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION

DIRECTOR (TYPE OR PRINT)

SIGNATURE

DATE

APPROVED as to substance by:

DIVISION DIRECTOR (TYPE OR PRINT)

SIGNATURE

DATE

CLA 1043 (Div 50)
L D Approved 2-17-05, 3-11

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
CIVIL RIGHTS APPENDIX**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor), agrees as follows:

1. Compliance with Regulations: The Contractor shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, disability/handicap, or income status**, in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate, either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation, made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability/handicap, or income status.**
4. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the North Dakota Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the North Dakota Department of Transportation, or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the North Dakota Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:
 - a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b. cancellation, termination, or suspension of the contract, in whole or in part.
6. Incorporation of Provisions: The Contractor shall include the provisions of paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

The Contractor shall take such action with respect to any subcontract or procurement as the North Dakota Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation by a subcontractor or supplier as a result of such direction, the Contractor may request the North Dakota Department of Transportation to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**The Act governs race, color, and national origin. Related Nondiscrimination Authorities govern sex, 23 U.S.C. 324; age, 42 U.S.C. 6101; disability/handicap, 29 U.S.C. 790; and low income, E.O. 12898.

ATTACHMENT 3

**RISK MANAGEMENT APPENDIX – SERVICE CONTRACTS WITH PRIVATE
INDIVIDUALS, COMPANIES, CORPORATIONS, ETC.**

Next 1 page

Risk Management Appendix

Service Contracts with Private Individuals, Companies, Corporations, Etc.:

Contractor agrees to defend, indemnify, and hold harmless the state of North Dakota, its agencies, officers and employees (State), from and against claims based on the vicarious liability of the State or its agents, but not against claims based on the State's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by Contractor to the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Contractor also agrees to defend, indemnify, and hold the State harmless for all costs, expenses and attorneys' fees incurred if the State prevails in an action against Contractor in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

Contractor shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in North Dakota, the following insurance coverages:

- 1) **Commercial general liability and automobile liability** insurance – minimum limits of liability required are **\$250,000 per person and \$1,000,000 per occurrence.**
- 2) **Workers compensation** insurance meeting all statutory limits
- 3) The State of North Dakota, its agencies, officers, and employees (State) shall be endorsed as an **additional insured** on the commercial general liability and automobile liability policies
- 4) Said endorsements shall contain a **"Waiver of Subrogation"** in favor of the state of North Dakota
- 5) The policies and endorsements may not be canceled or modified without **thirty (30) days prior written notice** to the undersigned State representative.

Contractor shall furnish a certificate of insurance evidencing the requirements in 1, 3, and 4, above to the undersigned State representative prior to commencement of this agreement.

The State reserves the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time. Any attorney who represents the State under this contract must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08.

When a portion of a Contract is sublet, the Contractor shall obtain insurance protection (as outlined above) to provide liability coverage to protect the Contractor and the State as a result of work undertaken by the Subcontractor. In addition, the Contractor shall ensure that any and all parties performing work under the Contract are covered by public liability insurance as outlined above. All Subcontractors performing work under the Contract are required to maintain the same scope of insurance required of the Contractor. The Contractor shall be held responsible for ensuring compliance with those requirements by all Subcontractors.

Contractor's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the State. Any insurance, self-insurance or self-retention maintained by the State shall be excess of the Contractor's insurance and shall not contribute with it. The insolvency or bankruptcy of the insured Contractor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Contractor from meeting the retention limit under the policy. Any deductible amount or other obligations under the policy(ies) shall be the sole responsibility of the Contractor. This insurance may be in a policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. The State will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above.

RM Consulted 2007
Revised 5-09



ATTACHMENT 4

COST PROPOSAL RESPONSE

Business Name	
Business Address	
Business Telephone	
Business Fax	
Name Of Primary Business Contact	
Business Contact - Email	
Business Contact - Cell Phone	
Offeror agrees to comply with all provisions of the RFP?	
Signature of Owner, Partner, President or Vice President	
North Dakota Business License Number. Attach copy.	
Date Business Was Organized Or Beginning Of Service:	
Number Of Auctioneers Available For Sales	
Number Of Additional Helpers Available For Sales	
Number Of Business Clerk Staff	
Estimated Number of Auctions Conducted Annually	
Licensed and bonded as an auctioneer service? Attach copies of license(s) and bond(s).	
Types of Auctions Primarily Conducted (Vehicles, Industrial, Farm, Real Estate, Livestock, Household, Etc.)	

ATTACHMENT 4

COST PROPOSAL RESPONSE

Names Of Employees – All who will work on this contract	Years Of Auction Experience	Names of Secondary or Higher Education School(s) attended	Year(s) Graduated
Auctioneers Names	Name Of Auctioneering School		Year Certified (Licensed)

Business Reference Name	Address, City, State, Zip	Telephone Number

ATTACHMENT 4

COST PROPOSAL RESPONSE

COMMISSION FOR AUCTIONING AND CLERKING

NOTE: The same percent of commission will apply to all sales and all locations.

PER AUCTION DATE	Percent of Gross Sales Receipts	%
-------------------------	--	----------

ATTACHMENT 5

**STATE OF NORTH DAKOTA
NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
FINANCIAL MANAGEMENT DIVISION
608 EAST BOULEVARD AVENUE
BISMARCK, NORTH DAKOTA 58505-0700**

DATE

NOTICE OF INTENT TO AWARD

Request for Proposal (RFP) **Live Auction Services, 962-09-13-050** was issued by the **N.D. Department of Transportation** on **February 4, 2013**

The following vendors submitted proposals in response to the RFP:

LIST NAMES AND ADDRESSES OF ALL OFFERORS THAT SUBMITTED PROPOSALS OR INCLUDE AS AN ATTACHMENT.

A committee evaluated the proposals based upon the criteria stated in the RFP to select the offeror that submitted the most advantageous proposal. We announce our intent to award a contract to **NAME OF SUCCESSFUL OFFEROR**. The successful offeror is instructed not to begin work, purchase materials, or enter into subcontracts relating to the project until both the recipient and the State sign the contract.

An offeror may protest this Notice of Intent to Award by submitting a written protest to the procurement officer within seven calendar days after the date of this notice.

On behalf of the **N.D. Dept. of Transportation**, thank you for your efforts in preparing a proposal in response to this solicitation. We appreciate your interest in doing business with the State of North Dakota, and your company will remain on our bidders list for any future solicitations of a similar nature.

If you have any questions, please feel free to contact me at (701) **328-4465**.

Sincerely,

Sue Eberle, Procurement Officer

Phone (701) **328-4465**

Fax (701) **328-0310**

Email seberle@nd.gov

ATTACHMENT 6 CHECKLIST FOR OFFERORS

- ☐ Review the proposal and attachments. Submit any questions, comments, requests for clarification or objections to the procurement officer by the deadline for submission of questions.
- ☐ Offerors shall follow the format set out in this RFP and provide all information requested.
- ☐ Be sure an Individual authorized to bind the offeror to the provisions of the RFP signs the proposal
- ☐ Comply with the North Dakota Secretary of State and the North Dakota State Procurement Office Registration requirements prior to the deadline stated in the RFP.
- ☐ Offerors must disclose any instances where the business or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict
- ☐ Offerors must provide information about the qualifications of the business and individuals that will be working on the project Offerors must describe the experience of their business in completing similar projects
- ☐ Provide all documents or materials that must be submitted with the RFP as Indicated in Section 6 03
- ☐ Identify and label and sections of the proposal you feel contain confidential Information.
- ☐ Proposals must include the name, mailing address, telephone and fax number of the business as well as the name and contact information of the person the State should contact regarding the proposal.
- ☐ Proposals must confirm that the offeror will comply with all provisions in this RFP.
- ☐ Offerors must submit one original and four copies of its proposal in a sealed envelope or package
- ☐ Offerors must complete the cost proposal response attached to this RFP or prepare a cost proposal response following the same format Cost proposals must be submitted in a separate sealed envelope or package, clearly labeled "cost proposal".

Amendment No. 1

To: ALL INTERESTED SUPPLIERS
From: Sue Eberle, Financial Management Division, Procurement Office
North Dakota Department of Transportation
Date: February 25, 2013
Re RFP 962-09-13-050, Live Auction Services

Bidders Instruction #11 of the solicitation established a deadline for receipt of questions. The responses to these questions are provided as addenda to the solicitation. When necessary, the solicitation has been amended.

Q1: Will the online auction you are proposing to implement be for obsolete equipment only or is it for fleet vehicles also?

A1: Reference Section 2.01 Background Information, Page 4 of 16, and 3.01, Scope of Work, Overview.

The NDDOT will continue normal live auction services until such time as an on-line auction service is established. It is possible that the number of live auctions will diminish to two per year within the next one-two years. No amendment necessary.

Q2: Who is responsible for reassigning and getting titles to the new buyers of the motor vehicles?

A2: Reference 3.01 State-Furnished Property/Services, Page 5 of 16.

The request for proposal is amended as follows:

ADD

- g. The NDDOT Motor Vehicle Division will be on-site to handle all transfers with the individual buyers of the vehicle.

Q 3. Why has the state decided to go with an online format as its means for auctions?

A 3. The NDDOT will be pursuing on-line auction services in the near future as an alternate way to dispose of fleet vehicles and obsolete equipment. It is not economically feasible to transport vehicles and equipment to the live auction sites. It is expected that on-line auctions will provide greater exposure for sales and will increase the number of bidders, raising sale prices. No amendment necessary.

Vendors are instructed to acknowledge receipt of and compliance with this amendment by signing below and returning this acknowledgement with your bid or proposal.

Any questions regarding this amendment must be submitted in writing to the undersigned Procurement Officer.

Sue Eberle, Procurement Officer
PHONE. 701-328-4465
FAX. 701-328-0310
E-MAIL seberle@nd.gov

By my signature below, I hereby acknowledge receipt of and compliance with this amendment to the above referenced solicitation.

PRINTED NAME OF BIDDER OR OFFEROR <u>and</u> TITLE	
SIGNATURE	DATE

Amendment No. 2

To: ALL INTERESTED SUPPLIERS
From: Sue Eberle, Financial Management Division, Procurement Office
North Dakota Department of Transportation
Date: March 7, 2013
Re: RFB 962-09-13-050, Live Auction Services

The RFP schedule in Section 1.03 has changed as indicated below:

- Proposals due by *March 18, 2013*
- Proposal Evaluation Committee evaluation completed by approximately *March 22, 2013*
- State issues Notice of Intent to Award a Contract approximately: *March 22, 2013*
- State issues contract approximately *April 1, 2013*
- Contract start. *April 2, 2013*

Any questions regarding this amendment must be submitted in writing to the undersigned Procurement Officer

Sue Eberle, Procurement Officer
PHONE 701-328-4465
FAX. 701-328-0310
E-MAIL seberle@nd.gov

It is not necessary to return this amendment.