

**North Dakota Department of Transportation
AMENDMENT TO CONTRACT NO. 50190074
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 Orr Auctioneers, Inc., hereinafter known as the Contractor, whose address is 4154 Hwy 281 SE, Jamestown, North Dakota, 58401.

WHEREAS, the parties entered a contract on March 1, 2019; and

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

WHEREAS, the contract now requires additional work due to unforeseen health and safety situations; and

WHEREAS, such work includes increase to 24 minimum photos, to include multiple engine photos, online auctions to include video streaming resulting in an additional 1.6 % fee adjustment to cover additional work.

NOW THEREFORE, the Contractor and NDDOT agree that the additional work and fee structure will be included in auctions to begin September 1, 2020 and thereafter until such health and safety situations resolve or contract extension concludes on February 28, 2021.



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:

Beverly Orr
NAME (TYPE OR PRINT)
Beverly Orr
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:

ORR AUCTIONEERS INC.
COMPANY NAME
TROY ORR
OFFICER'S NAME (TYPE OR PRINT)
[Signature]
SIGNATURE
PRESIDENT
TITLE
8-6-2020
DATE

WITNESS:

Sondra Goebel
NAME (TYPE OR PRINT)
Sondra Goebel
SIGNATURE

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

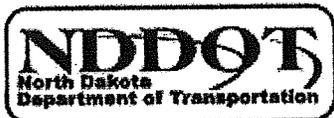
Robin R. Rehborg
DIRECTOR (TYPE OR PRINT)
[Signature]
SIGNATURE
8-6-2020
DATE

APPROVED as to substance by:

Michael T Gerhart Jr
DIVISION DIRECTOR (TYPE OR PRINT)
[Signature]
SIGNATURE
8-6-20
DATE

CLA 52494 (Div. 06)
L.D. Approved 5-19-00; 5-03; C.M. 08/05/2020

APPROVED as to execution this
6th day of August 2020
ATTORNEY GENERAL
By [Signature]
SPECIAL ASST. ATTORNEY GENERAL



**North Dakota Department of Transportation
AMENDMENT TO CONTRACT NO. 50190074
Project No. N/A**

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 Orr Auctioneers, Inc., hereinafter known as the Contractor, whose address is 4154 Hwy 281 SE, Jamestown, North Dakota, 58401.

WHEREAS, the parties entered into a contract on March 1, 2019; 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 term of the contract for an additional twelve (12) month period; and

NOW THEREFORE, the Contractor and NDDOT agree that the term of the contract is extended through February 28, 2021.



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:

BEVERLY ORR

NAME (TYPE OR PRINT)

Beverly Orr

SIGNATURE

CONTRACTOR:

ORR AUCTIONEERS INC.

COMPANY NAME

TROY ORR

OFFICER'S NAME (TYPE OR PRINT)

SIGNATURE

PRESIDENT

TITLE

JAN - 7 - 2020

DATE

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:

Sandra Goebel

NAME (TYPE OR PRINT)

Sandra Goebel

SIGNATURE

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

Robin R. Rehborg

DIRECTOR (TYPE OR PRINT)

Robin R. Rehborg

SIGNATURE

DATE

APPROVED as to substance by:

Michael T Gerhart Jr.

DIVISION DIRECTOR (TYPE OR PRINT)

Michael T Gerhart Jr.

SIGNATURE

DATE

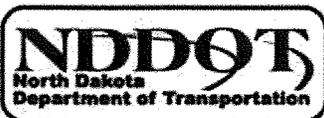
1/22/20

1-14-20

APPROVED as to execution this
22 day of January 20 20
ATTORNEY GENERAL
By *[Signature]*
SPECIAL ASST. ATTORNEY GENERAL

APPROVED as to execution this
day 20
ATTORNEY GENERAL
By *[Signature]*
SPECIAL ASST. ATTORNEY GENERAL

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



North Dakota Department of Transportation **NDDOT Contract # 50190074**
INVITATION TO BID

Bid Number: 962-09-19-050	Bid Opening Date & Time: 02/19/2019 02:00 PM
Items: Auction Services, Live & Internet	Buyer: Gabriel Hoggarth
Bid Mailing Address: 608 E Blvd Ave	Telephone Number: 701-328-4465
City, State, Zip: Bismarck, ND, 58505	Email: ghoggarth@nd.gov
Contract Period: 03/01/2019 TO 02/29/2020	Date Prepared: 02/01/2019

BID RESPONSE

Please submit your bid response on the attached forms in conformance with the instructions and specifications in the NDAC 04-12-01 – 04-12-16. One copy of your bid response must be returned to the North Dakota Department of Transportation (NDDOT) prior to the time and date specified for the bid opening. Bid responses received after the time and day specified for the bid opening will be rejected. Mark envelope with word "BID" and the opening time and date. **If your bid response is accepted by NDDOT, then your bid response will constitute a binding contract.**

CONTRACT

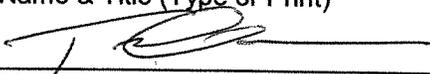
This contract is made and entered into by and between NDDOT for the state of North Dakota (hereinafter state) and

Vendor Name ORR AUCTIONEERS INC	Vendor Address 4154 HWY 281 SE, JAMESTOWN, ND 58401
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(hereinafter vendor). In consideration of and for the acceptance by the state of the offer made by the vendor pursuant to the bid response, the vendor agrees and promises to sell, furnish, and deliver to the state, at the time, places, and prices specified in the bid response, all goods, merchandise, supplies, commodities, equipment, or other items contained in the bid response and for which the vendor has been awarded this contract by the state. The vendor shall fully perform this contract in accordance with the terms and conditions contained in the bid response including all specifications, rules, or regulations mentioned therein, and shall comply with all applicable provisions of the NDAC 04-12-01 – 04-12-16 promulgated by the State Purchasing Division; such manual being made a part of this contract by reference. The Risk Management Appendix and Appendices A and E of the Title VI Assurances, attached, are hereby incorporated into and made a part of this agreement.

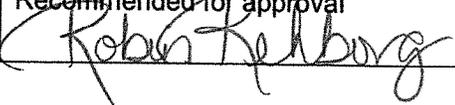
The following must be completed by the vendor; failure to do so may result in the rejection of the vendors bid proposal.

Vendor Name ORR AUCTIONEERS INC.		
Mailing Address 4154 HWY. 281 SE, JAMESTOWN ND, 58401		
Telephone Number 701-952-3351	Fax Number	E-mail Address Orr@orrauctioneers.com

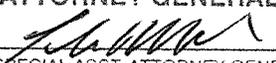
TROY ORR, PRESIDENT
 Name & Title (Type or Print)

 Signature
FEB 15, 2019
 Date

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

FOR ND DEPARTMENT OF TRANSPORTATION USE ONLY Accepted by the state according to provisions of award.

Authorized Signature 	Date 03/01/19
Recommended for approval 	Date 2/28/19
	Approximate contract amount \$ unknown



APPROVED as to execution this
28th day of **February 2019**
 ATTORNEY GENERAL
 By 
 SPECIAL ASST. ATTORNEY GENERAL

MAILING INSTRUCTIONS

Mail only one completed and signed request for bid document per envelope, unless instructed otherwise. Request for bid documents not signed or received after the date and time specified in the request for bid will be rejected.

BID IS: **SEALED** **NOT SEALED**

Address the envelope containing your response in the following manner:

BID NUMBER – 962-09-19-050
BID OPENING DATE/TIME – February 19, 2019 @ 2:00 PM CST
N. D. DEPT. OF TRANSPORTATION
PROCUREMENT SECTION
608 E BOULEVARD AVE
BISMARCK ND 58505-0700

BIDDERS INSTRUCTIONS

1. **Additional Terms and Conditions.** Additional terms and conditions submitted with a bid response are of no effect unless accepted in writing by the Purchasing Agency. Bids with additional terms and conditions may be rejected as non-responsive. (N.D.A.C. § 4-12-11-06)
2. **Assistance to Bidders with a Disability.** Bidders with a disability and/or language assistance, contact Civil Rights Division, NDDOT, 701-328-2978 or civilrights@nd.gov or TTY 711, as soon as possible so that reasonable accommodations can be made. Additionally, the Request for Reasonable Accommodations form (SFN 60135) can be accessed at the following NDDOT website location: <http://www.dot.nd.gov/forms/sfn60135.pdf>.
3. **Award.** Award will be made to a responsive, responsible bidder with the lowest price considering conformity with specifications, terms of delivery, quality, and serviceability. NDDOT reserves the right to consider bids varying in minor respects from any specific requirements herein, but judged to meet the intent of this request. Bidders interested only in the total low bid for all items are to state 'all or nothing' on their bid response. Award will be made as follows:
 - All or none.
4. **Award – Tie Bid Preference.** After applying any reciprocal preference, if a tie occurs between two or more bidders with equal bid prices or offerors with identical evaluation scores:
 - Preference must first be given to bids submitted by resident North Dakota vendors.
 - If a tie remains, preference is given to approved vendors on the Bidders List.
 - If a tie still remains, award shall be made in accordance with N.D.A.C. § 4-12-11-05.
5. **Bid Bond.** Waived in this instance: however, bidder(s) failing to enter into a contract with this office, upon notification of award, may be subject to removal from the bidder's list.
6. **Bid Held Firm.** Bids are not awarded at the bid opening. Bid responses will be firm for 30 days, unless stated otherwise.
7. **Bid Opening.** All sealed bids received by the NDDOT Procurement Office will be opened and read at 608 East Boulevard Avenue, Bismarck, North Dakota, at the time specified in the solicitation. Interested parties are invited to attend the bid opening.
8. **Bid Summary.** Bid summaries are available when the bid has been awarded. When bids are issued using the State's electronic bidding system, the bid summary will be posted and available for download from: <https://www.nd.gov/omb/vendor>. Bid summaries will be mailed to those bidders who supply a self-addressed, stamped envelope with their bid response. A copy of the bid summary may also be obtained by visiting the NDDOT Procurement Office during normal working hours.

9. **Bidder Checklist.** HAVE YOU REMEMBERED TO:
- Review all instructions, terms and conditions, and specifications to ensure your bid response complies?
 - Prepare your price in the specified unit of measure, F.O.B. Destination, Freight Prepaid to the delivery location listed on the cover sheet?
 - Indicate whether you can meet the delivery date indicated on the cover sheet?
 - Sign your bid response on the cover sheet?
 - Initial all changes and corrections?
 - Submit any required samples or enclosures, if applicable?
 - Mark the envelope as indicated above?
 - Review and complete all requirements contained in this solicitation to ensure compliance.
10. **Clarifications, Bid Changes and Questions Deadline.** The Procurement Officer is the point of contact. Any irregularities, lack of clarity, requested bid changes and all questions regarding this bid and the procurement process must be addressed to the Procurement Officer referenced on the first page of this document not later than end of business February 11, 2019. (Contact information is indicated on cover page). If a bid amendment is required, it will generally be issued after this date.
- The bidder is cautioned that the requirement of this solicitation can be altered only by written amendments and that verbal communications from whatever source are of no effect.
11. **Corrections.** The bidder's authorized representative must initial any corrections and alterations (i.e. erasures, whiteouts, correction tape, etc.) made to the bid response. Those bid responses with corrections and alterations that are not initialed are subject to confirmation by the Procurement Officer.
12. **Definitions.**
- Bidder - any person or firm submitting a competitive bid in response to a solicitation.
 - Bid summary - a summary of all bid responses received by the NDDOT Procurement Office.
 - Bid response - the executed document submitted by a bidder in response to a solicitation.
 - Contract - a deliberate written agreement between two or more competent persons to perform specific act or acts.
 - Contractor - any person or firm having a contract with a governmental body.
 - Solicitation - the process of notifying prospective bidders that the State wishes to receive bids for furnishing goods or services.
13. **Electronic & Facsimile Bids.** Bid responses are not to be email attached or faxed to the NDDOT unless this transmittal method has been authorized by the Procurement Officer or bid document. (Contact the Procurement officer regarding additional requirements and exceptions.) Bid responses electronically submitted or faxed may be rejected as non-responsive. Bids may be faxed to a third party who will put it in a properly-addressed envelope and deliver it to the NDDOT Procurement Office before the date and time specified in the solicitation.
14. **Freight/F.O.B. Destination.** Freight and transportation charges are to be included in the price of the products, unless otherwise specified in the solicitation. (F.O.B. - Free On Board).
15. **Indemnification.** Bidders must review the attached Risk Management Appendix for indemnification and insurance requirements. The indemnification and insurance provisions are incorporated and made part of this solicitation and the resultant 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 or Entity in consultation with the North Dakota Risk Management Division. Upon receipt of the Notice of Award, the successful bidder 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 or Entity, in consultation with the North Dakota Risk Management Division. A bidder's failure to provide evidence of insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

16. **Late Bids.** It is the bidder's responsibility to ensure that a bid response is physically deposited with the NDDOT Procurement Office prior to the date and time specified for the opening. Late bids will be rejected, regardless of the degree of lateness, unless the delay is due to the error of the Purchasing Agency and discovered before the selection of the successful bidder.
17. **Minor Informalities.** The State reserves the right to waive minor informalities in bid responses in accordance with N.D.A.C. 4-12-10. Minor informalities are insignificant omissions or nonjudgmental mistakes that are matters of form rather than substance, evident from the bid document, with a negligible effect on price, quantity, quality, delivery, or contractual conditions that can be waived or corrected without prejudice to other bidders.
18. **Multiple Bid(s).** Bidders may submit more than one bid response(s) for the item(s) specified in the solicitation. Each bid submitted must comply in all aspects with the bid requirements and these instructions.
19. **Negotiation.** NDDOT reserves the right to negotiate with the successful bidder to ensure the best possible consideration is afforded to all concerned.
20. **New Equipment and Materials.** Unless otherwise indicated in the detailed specifications of this solicitation, all equipment and materials shall be new and under current production for use in the United States.
21. **Open Records Requests.** Bid responses are exempt records until the date and time of the bid opening. After the bid opening, all bid responses are subject to North Dakota open records laws. Interested parties may contact the Procurement Officer to request information related to this solicitation.
22. **Packaging.** All shipments are to be packaged according to accepted commercial practices to avoid damage in shipment.
23. **Performance Bond.** Successful bidders will not be required to furnish a performance bond; however, failure to perform satisfactorily will result in the immediate termination of the contract(s) and bidders may be subject to removal from the bidder's list.
24. **Preparation of Bid.** Bids will be accepted on NDDOT forms only. If the document is located on the State Procurement Office website, then bidder is to download the document and type or write their responses as indicated by the bid document. Alteration of the bid document may be cause for bid rejection. Bidders are cautioned to examine specifications and all instructions. Failure to do so will be at the bidder's risk.
25. **Pricing.** Unit prices are to be stated in United States currency and based on the unit of measurement specified in the solicitation, F.O.B. Destination, to the NDDOT delivery locations specified herein.

In the event of mathematical differences between the unit price and extended total, the unit price will prevail.
26. **Protests.** Protests of the solicitation must be received by the Procurement Officer within seven days before the bid closing deadline. Protests of the award or Notice of Intent to Award must be received by the Procurement Officer within seven days after receiving notice of award. Seven calendar days after award or issuance of the Notice of Intent to Award it will be assumed that all interested parties knew or should have known all the facts surrounding the award. Protests must be made in writing to the Procurement Officer and include the basis for the protest. (N.D.C.C. § 54-44.4-12; N.D.A.C. § 4-12-14.)
27. **Rejection.** Bid responses may be rejected if:
 - The bid response is not legible.
 - The bid response is not completed as requested.
 - The bid response is faxed to the procurement office.

- The bid response is not responsive to the specifications or other requirements of the solicitation.
- The bid response is received after the time and date specified.
- The bidder has not met Vendor Registration requirements or is suspended or debarred.
- The bid document has been altered by the bidder.
- The bidder is determined to be not responsible (N.D.A.C. 4-12-11-04).

If all bids are rejected, the Procurement Officer will send written notice to bidders, including the reason all bids were rejected.

28. **Signature.** The bid must be signed manually in ink. The name and title of the person signing the bid response must be typed or printed above the signature. The bid must be signed by Owner, Partner, Corp. Pres., Vice Pres., or other authorized Corp. Officer or the bid may be rejected. If signed by other authorized Corp. Officer or representative, please attach a letter signed by the Owner, Partner, Corp. Pres., or Vice Pres. indicating the individual has authority to enter into a contract on behalf of the company (or a Power of Attorney).
29. **Specifications, Brand Name or Equivalent.** Unless otherwise indicated in the detailed specifications of this solicitation, the use of a specific brand name or make/model is for illustrative purposes only, and the State will consider equivalent products. If a commodity or service put forth by a bidder is rejected as not being equivalent, the Procurement Officer will notify the bidder of the rejection.
30. **Specifications, Compliance.** All bid responses must comply with the specifications contained herein, and the successful bidder will be held responsible. Noncompliance with specifications is grounds for rejection of the bid response. Bidders who desire to submit commodities or services that deviate from these specifications or have any objections to the specifications stated herein must be clearly pointed out PRIOR TO THE DEADLINE FOR RECEIPT OF QUESTIONS; otherwise, it will be considered that the items offered are in strict compliance with these specifications, and the bidder will be held responsible.
31. **Supplemental Terms and Conditions.** Bids including supplemental terms and conditions will be accepted, but supplemental conditions that conflict with any conditions contained in this ITB or that diminish the State's rights 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 a conflict arises between a supplemental term or condition included in the bid and a term or condition of the ITB, the term or condition of the ITB 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 bid, the supplemental term or condition will be considered null and void.

Changes, modifications, additions, or alterations to the bid document could be cause for rejection of the submitted bid at the sole discretion of the NDDOT. Contact the Procurement Officer in writing prior to the deadline for clarifications.

32. **Taxes.** The State does not pay sales tax or federal excise tax. The state sales tax exemption number is E-2001. The federal tax-free transaction number is 45-70-0010K. The Purchasing Agency will furnish a tax exempt certificate upon request.
33. **Vendor Registration.** Bids will be accepted from bidders who are not currently Approved Bidders for the State of North Dakota; however, the successful bidder may be required to become approved prior to award, in accordance with N.D.C.C. 54-44.4-09. To become an Approved Bidder, you must: 1) register with the North Dakota Secretary of State (fees apply), and 2) submit a completed Bidder List Application to the ND State Procurement Office. Registration instructions and forms are available on-line at: www.nd.gov/spo/vendor. Contact the ND State Procurement Office at 701-328-2683 or infospo@nd.gov for assistance.

Placement on the bidders list does not guarantee a bidder will receive notice of every formal solicitation. Bidders must maintain current information by submitting a Notice of Change form to the

State Procurement Office (Fax 701-328-1615). Visit the website for forms: www.nd.gov/spo/vendor.

34. **Withdrawal or changes to a bid response prior to the bid opening date and time.** A bidder may withdraw or make a change to his bid response prior to the bid opening date and time. The request to make a change or withdraw must be in writing by a representative of the firm. The request to withdraw or change must be signed by the bidder or his designated representatives.
35. **Withdrawals after the bid opening date and time.** After the bid opening, no changes may be made to the bid response. The bidder may make a written request to withdraw the bid response, subject to approval by the NDDOT Procurement Office. Vendors continually withdrawing bids after the bid opening may be removed from the Vendor Database.

GENERAL CONTRACT TERMS AND CONDITIONS

1. **Affirmative Action.** The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of individuals with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability.
2. **Applicable Law and Venue.** Any dispute arising out of this agreement will be resolved under the laws of the State of North Dakota.
3. **Billing and Payment Procedures.** The awarded auction company will remit a single check payable to: ND Dept. of Transportation. The amount of the check shall be the gross proceeds of the days' auction. Payment shall be remitted to the Department within 30 calendar days following the end of each auction.

A letter showing the gross proceeds of the auction shall accompany the auction proceeds check to the Department.

The auction proceeds check shall be sent to:

ND Dept. of Transportation
Attn: Financial Management
608 E Blvd Ave
Bismarck, ND 58505

4. **Binding Contract.** The acceptance of a bid response in writing by the purchasing agency constitutes a contract between the bidder and the State. Written acceptance from the purchasing agency will be in the form of a purchase order, notification of award, or contract. Any oral agreement or arrangement by a bidder with a State employee or purchasing agency will have no force or effect unless reduced to writing.
5. **Compliance with Laws.** The contractor must, in performance of work under this contract, fully comply with all applicable federal, state or local laws, rules, regulations and policies, including those relating to nondiscrimination, affirmative action, accessibility and civil rights including Title VI of the Civil Rights Act of 1964. The contractor agrees to file all required reports on time, to make required payroll deductions, and to pay all taxes and premiums owed on time, including sales and use taxes and unemployment compensation and workers' compensation premiums. The contractor shall have and keep current at all times during the term of this contract all licenses and permits required by law.
6. **Contract Amendments, Waivers.** After a binding contract has been entered into, no changes (i.e. additions, substitutions, subcontracting or a price adjustment) may be made, unless prior approval has been obtained from the purchasing agency and Procurement Officer.

The terms of this contract shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by 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.

7. **Contract Price Adjustment.** The Contract Unit Prices shall be firm for the twelve (12) months of the contract period. On an annual basis, all unit prices may be subject to price adjustment (increase / decrease). The request for a price adjustment shall be submitted to the Procurement Office at least forty five (45) days before the scheduled contract expiration date and must include justification for the proposed change. The Procurement Officer will respond as follows:

1. The request may be granted,
2. The contract may be cancelled and solicitation may be re-advertised, or
3. 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 unit prices will be included in an 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.

8. **Contract Term and Renewal Option.** The NDDOT will enter into a contract with an effective date **beginning March 1, 2019, and ending February 29, 2020**, inclusive. This contract may be renewed upon satisfactory completion of the initial contract term. The NDDOT reserves the right to execute up to two options to renew this contract for a period of twelve (12) months each, not to exceed thirty-six (36) months total. Renewals will be documented by amendment.

The NDDOT reserves the right to renegotiate price and terms provided that such negotiated price and terms fall within the original scope of work for this bid. Negotiations may be conducted annually or at such times that additional and unexpected services falling within the scope of the contract may occur. Such changes will be documented by amendment to the contract.

9. **Contract Termination.**

- a. **Termination without Cause.** This contract may be terminated by mutual consent of both parties, or by either party upon 30 days' written notice.
- b. **Termination for Lack of Funding or Authority.** The State may terminate this contract effective upon delivery of written notice to the contractor, or on any later date stated in the notice, under any of the following conditions:
 - i. If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term. 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. **Termination for Cause.** The State by written notice to the contractor may terminate the whole or any part of this contract:
 - i. If the contractor fails to provide services required 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 the State, fails to correct such failures within ten days or such longer period as NDDOT may authorize.

iii. The rights and remedies of the State provided in the above clause related to defaults by the contractor are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.

d. **Termination, Deliveries.** If the contract is terminated for any reason, the contractor is responsible for delivery of all commodities and services ordered prior to the termination, unless those orders had been canceled by the Purchasing Agency or Entity.

10. **Inspection and Investigations.** The State reserves the right to conduct inspections and investigations related to the bidder and the offered commodities or services, including but not limited to the firm, personnel, qualifications, and the commodities and services offered to make determinations regarding compliance with the bid requirements and responsibility of the bidder. All material and workmanship are subject to inspection and testing by the State at the point of manufacturer, place of storage, or upon receipt. The State reserves the right to reject any commodities or services and terminate the contract if the Contractor fails to comply with the specifications, terms and conditions, or the seller's express or implied warranties. Rejected commodities will be removed at the Contractor's expense. Failure to satisfactorily perform may result in suspension or debarment from the Bidders List.
11. **Materials and Workmanship.** All material and workmanship shall be subject to inspection and testing at the discretion of the purchasing agency either at the point of manufacturer, place of storage, or upon receipt.
12. **Receiving.** Deliveries must arrive at the designated destination(s) during normal business hours unless other shipping/receiving instructions are issued by NDDOT personnel. The contractor shall contact the NDDOT to schedule delivery dates and times at least 24 hours in advance of delivery.
- All NDDOT offices will be closed in recognition of State holidays. Any day declared a holiday by the President or Governor will also be recognized by office closure.
13. **Subcontracts, Assignment.** The contractor shall not subcontract, assign or transfer the contractor's interests or duties under this contract without express written consent of the purchasing agency. However, the contractor may enter into subcontracts provided that any such subcontractor acknowledges the binding nature of this contract and incorporates this contract, including any attachments. The contractor is solely responsible for the performance of any subcontractor. The contractor shall not have the authority to contract for or incur obligations on behalf of the State.
14. **Successors in Interest.** The provisions of this agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

15. **Service Representative.** The contractor must provide a dedicated customer service representative to provide support for this contract. The contractor shall notify the Procurement Officer in the event the representative is changed.

NAME: TROY ORR
(Name of person servicing this contract)

BUSINESS NAME: ORR AUCTIONEERS INC.

MAILING ADDRESS: 4154 HWY. 281 SE

CITY & STATE: JAMESTOWN, ND ZIP CODE: 58401

PHONE NUMBER: 701-952-3351 TOLL FREE: _____

FAX NUMBER: _____ E-MAIL: orr@orrauctioneers.com

DETAILED SPECIFICATION

The North Dakota Department of Transportation, hereafter NDDOT, seeks the services of a contractor to furnish complete live auctioneering and simultaneous internet auctioneering as well as clerking services pertinent to the sale of surplus State Fleet vehicles.

This solicitation is for live auction services **AND** on-line auction services.

The procurement officer is the point of contact for this solicitation. All vendor communications regarding this solicitation must be directed to the procurement officer.

Background Information. The NDDOT is authorized to dispose of surplus State Fleet vehicles. Disposal has been accomplished by conducting multiple auction sales annually. The NDDOT will use a combination of live and on-line auctions for vehicle disposal.

Overview. The NDDOT seeks the services of an auctioneering and clerking company to conduct at a minimum two auctions per year, one each in Bismarck and Fargo, North Dakota up to a maximum of seven auctions.

Auction dates are not yet set but in past years the auctions were held as follows:

- Bismarck:
 - Four vehicle auctions – May, September, November, December
- Fargo:
 - Three vehicle auctions – June, October, November

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 Offerors are situated in a building and vehicles are moved to the point of sale on a one-by-one basis. Sufficient helpers (require 4 minimum) shall be provided 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.

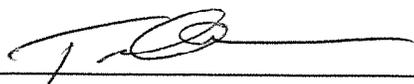
Contractor is to provide a mobile public address system, as necessary. Contractor is to provide clerking services.

The volume of this contract is estimated at \$4,000,000 for vehicles if all seven vehicle auctions are held. The estimates are based upon past auctions and anticipated sale 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 up for auction.
- b. When the auction dates for the year have been determined, the dates will be provided to the awarded contractor.
- c. The NDDOT will accomplish all sale advertising of the auctions.
- d. The NDDOT will provide access to the vehicles prior to the sale so that photographs may be taken by the auctioneer. Prior to the sale, the vehicles may be located at a different location than the listed auction location.

Bidder: _____



- e. Day of the sale, 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.
- f. The Bismarck and Fargo locations have public address systems indoors.
- g. Representatives with the NDDOT Motor Vehicle Division will be on-site to handle title transfers with the individual buyers.

Contractor-Furnished Property/Services.

- a. At least one (1) auctioneer (two (2) are strongly recommended) and two (2) bid takers are required for all sales. If two (2) auctioneers are present, one (1) of the auctioneers may substitute as one of the bid takers.
- b. Sufficient helpers (at least 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 and appropriate public address system in a large non-acoustical building and/or outdoor lot, as necessary.
- e. Clerking Services. To include the following:
 - 1. A list of the auction buyers, their addresses, and the purchase price for each sale 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/buyer's premium, 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 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.

Vehicles and/or items sold on-line via the internet auction hosting site are to be claimed within five (5) business days unless prior approval is obtained. Photo ID will be required.

Location of Work. The work is to be performed, completed, and managed at the following locations:

- a. NDDOT Bismarck District, 218 Airport Road, Bismarck, ND 58504
- b. 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 auction company in its performance of services pursuant to this contract.

Bidder: _____



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 bid response to be considered non-responsive and its bid response will be rejected. The minimum experience requirements are:

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

The auction company must have, in the past, successfully performed at least five (5) auctions in which a live on-site auction was performed while simultaneously hosting an internet auction for the same items being sold at the live on-site auction.

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

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

Bidder: _____



Compliance Items.*** (To the right of each item, enter Yes if you will comply or No if you will not)

- a. Auctioneer has five (5) years' of experience conducting live auctions. YES
- b. Auctioneer has conducted no less than five (5) auctions in which a live on-site auction was performed while simultaneously hosting an internet auction for the same items being sold at the live on-site auction. YES
- c. Auctioneer will provide a list of five (5) references for whom the auctioneer provided a live on-site auction while simultaneously hosting an internet auction for the same items being sold at the live on-site auction. YES
- d. Auctioneer will provide at least one (1) licensed auctioneer per auction event. YES
- e. Auctioneer will provide at least two (2) bid takers per auction event. YES
- f. Auctioneer will provide at least four (4) helpers to move vehicles per auction event. YES
- g. Auctioneer will provide sufficient clerking staff at each auction event (not including auctioneers, bid takers, and vehicle movers). YES
- h. Auctioneer will be licensed to conduct auctions in the State of North Dakota for the duration of the contract. YES
- i. Auctioneer will provide for an internet auction hosting site be it owned and operated by them or by a third party vendor. YES
- j. Auctioneer is encouraged to advertise the sale. Should the auctioneer advertise the sale, the buyer's premium shall be advertised along with the sale details. YES
- k. Auctioneer shall post a sign towards the front of every sale showing the percentage of buyer's premium the bidders can expect to pay in addition to the final sale price. Throughout the sale, auctioneer shall remind the perspective bidders that a buyer's premium is to be added to the final sale price of the vehicle. YES
- l. Auctioneer will take no less than twelve (12) photographs of each vehicle to be auctioned and shall post said photos on the internet auction hosting site so that perspective bidders have a general idea as to the condition of the vehicle and its mileage and/or hours. The pictures shall include no less than eight (8) exterior photos and no less than four (4) interior photos to include a close up of the dash showing the displayed odometer and/or displayed hour meter. It is expected that additional photos will be taken of larger vehicles or of vehicles with visible damage. YES
- m. Auctioneer agrees that should an internet bidder win a vehicle bid, the internet bidder will not be charged any additional fee or fees (to include third party hosting, premium, and/or convenience fees) beyond the buyer's premium fee bid by the auctioneer. YES

***Failure to comply with all compliance items may be grounds for bid rejection.

Bidder: _____



It is understood that certain third party internet auction hosting sites charge a hosting fee, convenience fee, transaction fee, credit card fee, and/or final valuation sale fee per item and/or per hosted auction. Please be considerate of this when calculating the buyer's premium bid amount you must receive to make the NDDOT live and internet auctioneering services contract economically feasible for you and your business should you win the bid.

That being said, this is the first time the NDDOT is requiring a simultaneous internet auction along with the live on-site auction, therefore it is unknown how many vehicles will sell via the internet auction vs the live on-site auction.

No fees or charges of any kind, beyond the bid buyer's premium fee, are to be passed on to the winning bidder of a vehicle sale regardless of whether the vehicle is sold via the internet auction or at the live on-site auction.

BID AMOUNT

Buyer's Premium Charged for Auctioneering and Clerking. Enter below the percentage of buyer's premium to be applied to the gross auction proceeds that you will retain as your payment should you be awarded the contract. Decimals are allowed.

2.9 %
TWO POINT NINE PERCENT

NOTE: The same percentage of buyer's premium will apply to all sales and all auction locations. Low bidder meeting specification and complying with all compliance items will be awarded the contract.

REMEMBER TO INCLUDE WITH THIS BID THE LIST OF FIVE (5) REFERENCES AS REQUIRED IN COMPLIANCE ITEM C.

Bidder: _____

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
APPENDIX A OF THE TITLE VI ASSURANCES**

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 (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
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 will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.



**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
APPENDIX E OF THE TITLE VI ASSURANCES**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).



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



Amendment No. 1

To: ALL INTERESTED SUPPLIERS
From: North Dakota Department of Transportation
Date: February 12, 2019
Re: Amendment to ITB 962-09-19-050, Auction Services, Live & Internet

Questions pertaining to this solicitation have been asked and this solicitation is amended as follows:

Question 1:

Does the NDDOT want all auction vehicles to have live online bidding or just some?

Answer 1:

The NDDOT requires that all vehicles being sold live in the building also be offered for sale via the live online auction.

Question 2:

How many days prior to the auction do you want pictures uploaded and presented to the public for viewing?

Answer 2:

It is advised that the majority of the required vehicle pictures be taken and uploaded to the online auction site two (2) weeks prior to the sale. As the sale nears, vehicles still needing photographs uploaded shall have their photographs uploaded no later than end of the business the day prior to the sale.

Question 3:

Does the State have an advertising budget established for each auction?

Answer 3:

No.

Question 4:

Does the State utilize "look alike audiences" in its social media campaigns utilizing previous buyer information and interests to create these audiences?

Answer 4:

No.

Question 5:

What size of a buyers list does the State have and utilize for marketing purposes?

Answer 5:

No buyers list is maintained for marketing purposes.

Question 6:

Does the State's marketing include targeted email blasts to buyers?

Answer 6:

No.

Question 7:

Compliance Item J. conflicts with the State-Furnished Services item C., please explain.

Answer 7:

The State will provide the advertising it deems necessary but recognizes that it is in the interest of the successful bidder to advertise as well. Though the State encourages the successful bidder to advertise, the State does not require that they do. If the successful bidder chooses to advertise, compliance item J. requires that they advertise the buyer's premium along with whatever sale information the successful bidder is advertising.

Question 8:

Fleet auctions require a higher level of expertise and experience than other types of auctions therefore the NDDOT requirement of five (5) years of selling experience is very open. Could the experience requirement be more defined to require that prospective bidders have experience selling fleet vehicles and equipment?

Answer 8:

The five (5) year requirement has been used for some time and has served the NDDOT well in the past. The NDDOT does not want to limit the competition by requiring specific experience in the field of selling fleet vehicles and equipment.

Question 9:

Come sale time, would you allow the auctioneer to negotiate with a backup bidder should the primary bidder of vehicle prove to be non-responsive or otherwise unable to pay?

Answer 9:

No. Though the NDDOT recognizes that past results are not necessarily indicative of future outcomes, please consider the following information. In the past fifteen (15) years, no more than ten (10) vehicles have had issues with non-performing bidders. This is an average of less than one (1) non-performing bidder per calendar year. Of these roughly ten (10) non-performing bidders, a majority of them were later rectified in that the auctioneer was later able to collect the money due from the previously non-performing bidder. The NDDOT will not change the requirement that 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) and that any such items shall be the property of the auction company.

Question 10:

Are sales cash only?

Answer 10:

The auction service is expected to accept cash and/or checks, all the while using standard industry and business practices. It is up to the auction service to decide whether or not they will allow for the use of credit cards, debit cards, money orders, ACH transfers, wire transfers, or other forms of currency exchange.

Question 11:

Can the NDDOT allow two (2) different levels of buyer's premium, one for onsite sales and one for online sales?

Answer 11:

No. Prospective bidders with the experience, and license, required to be deemed responsive to the solicitation should have at least an idea as to what percentage of the total \$4,000,000 in estimated annual sales is expected to sell via the internet auction site. Therefore prospective bidders should be able to provide a bid percentage which they must receive to make the NDDOT live and internet auctioneering services contract economically feasible for their business should they win the bid.

Question 12:

If the auctioneer decides to accept credit and/or debit cards, can the auctioneer charge a convenience fee?

Answer 12:

No. No fees or charges of any kind, beyond the bid buyer's premium fee, are to be passed on to the winning bidder of a vehicle sale regardless of whether the vehicle sold via the internet auction or at the live on-site auction.

Question 13:

Will the State provide wireless or wired high-speed internet?

Answer 13:

Yes.

Question 14:

Is seating provided for onsite bidders?

Answer 14:

Yes.

Question 15:

Does the State also want the catalog to be projected with photos being displayed on a screen as items sell?

Answer 15:

The State does not require the catalog to be projected.

Question 16:

How is the area secured where payment processing is done?

Answer 16:

The payment processing area is secured via a State-provided enclosed trailer through window service built into the trailer.

Question 17:

Is uniformed law enforcement present before, during, and after the auction?

Answer 17:

No.

Question 18:

What other security does the State provide?

Answer 18:

No security is provided.

Question 19:

What hours are auction areas and vehicles available to auction staff?

Answer 19:

7:00 AM – 3:30 PM, Monday-Friday

Question 20:

Could the State amend the vehicle removal time frame to fourteen (14) days?

Answer 20:

No. As per the solicitation, vehicles and/or items sold on-line via the internet auction hosting site are to be claimed within five (5) business days unless prior approval is obtained.

Question 21:

Will the State provide assistance in starting vehicles that won't start?

Answer 21:

Yes.

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.

Gabriel Hoggarth, Procurement Officer

PHONE: 701-328-4465

FAX: 701-328-0310

E-MAIL: ghoggarth@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	
ORR AUCTIONEERS INC. TROY ORR, PRESIDENT	
SIGNATURE	DATE
	FEB. 15, 2019



North Dakota Department of Transportation

Thomas K. Sorel
Director

Doug Burgum
Governor

February 22, 2019

Orr Auctioneers, Inc.
4154 HWY 281 SE
Jamestown, ND 58401

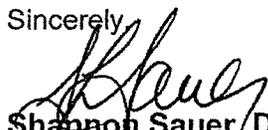
Dear Contractor:

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,

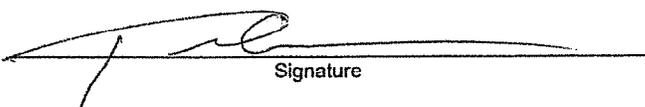

Shannon Sauer, Division Director
Financial Management Division

BID NO. 962-09-19-050

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

Date FEB-25-2019

TROY ORR - PRESIDENT
Type or Print Name & Title


Signature