

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

REQUEST FOR PROPOSAL TITLE: ONLINE AUCTION SERVICES

REQUEST FOR PROPOSAL NO.: 110.7-13-037

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 AssetNation, Inc. a Delaware corporation and wholly-owned indirect subsidiary of Ritchie Bros., hereinafter referred to as the Contractor, whose address is 1001 McKinney, Suite 1700, Houston, Texas 77002.

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 January 13, 2014, Office of Management and Budget, State Procurement Office's (OMB-SPO) request for proposal 110.7-13-037 issued on December 10, 2013, which are incorporated by reference herein. If discrepancies exist between the Contractor's proposal, and OMB-SPO's request for proposal, or this contract, NDDOT's 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.~~

*SEE SECTION 18 AND 19 ON PAGES 6-7 OF THE TECHNOLOGY AGREEMENT
BETWEEN NDDOT AND RITCHIE BROS.*

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.



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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.



[Handwritten signature]
5/29/14

16. This agreement becomes effective when all parties have signed and it shall terminate on 02/28/2016.

EXECUTED the date last below signed.

WITNESS:

Chris Sharron
NAME (TYPE OR PRINT)
Chris Sharron
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:

CHRIS D. CONNELL
NAME (TYPE OR PRINT)
Chris D. Connell
SIGNATURE
PRESIDENT
TITLE
5/29/14
DATE

WITNESS:

Sandra Goebel
NAME (TYPE OR PRINT)
Sandra Goebel
SIGNATURE

NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION

for the Grant Levi
DIRECTOR (TYPE OR PRINT)
Darryl R. Brendahl Dep. Dir.
SIGNATURE
13 Jun 2014
DATE

APPROVED as to substance by:

Shannon L. Sauer
DIVISION DIRECTOR (TYPE OR PRINT)
Shannon L. Sauer
SIGNATURE
6/12/2014
DATE

CLA 1043 (Div. 50)
L.D. Approved 2-17-05; 3-11; L.W. 05/20/2014

APPROVED as to execution this
13 day of JUNE 2014
ATTORNEY GENERAL
By [Signature]
SPECIAL ASST. ATTORNEY GENERAL



**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.



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5/29/14

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



Handwritten signature
5/29/14



Certificate of Insurance

No.: RBA-2013-42-RBAN

Dated: February 25, 2014

This document supersedes any certificate previously issued under this number

This is to certify that the Policy(ies) of insurance listed below ("Policy" or "Policies") have been issued to the Named Insured identified below for the policy period(s) indicated. This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder named below other than those provided by the Policy(ies).

Notwithstanding any requirement, term, or condition of any contract or any other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the Policy(ies) is subject to all the terms, conditions, and exclusions of such Policy(ies). This certificate does not amend, extend, or alter the coverage afforded by the Policy(ies). Limits shown are intended to address contractual obligations of the Named Insured.

Limits may have been reduced since Policy effective date(s) as a result of a claim or claims.

Certificate Holder:

State of North Dakota
Office of Management & Budget
State Procurement Office/Dept 012
600 East Boulevard Avenue, 14th Floor
Bismarck, ND 58505-0310

Named Insured and Address:

AssetNation, Inc. a Division of Ritchie Bros. Auctioneers Incorporated
1001 McKinney Street, Suite 700
Houston, TX 77002

This certificate is issued regarding:

Evidence of insurance with respect to Solicitation Number and Title: 110.7-13-037 Online Auction Services.

Type(s) of Insurance	Insurer(s)	Policy Number(s)	Effective/ Expiry Dates	Sums Insured Or Limits of Liability	
COMMERCIAL GENERAL LIABILITY • Occurrence Format • Blanket Contractual Liability • Contingent Employer's Liability • Cross Liability • Employees as Additional Insureds • Personal Injury • Products & Completed Operations	ACE American Insurance Company	OGL G25701094	Aug 01, 2013 to Aug 01, 2014	Each Occurrence (inclusive of bodily injury and/or property damage)	USD 1,000,000
				Products & Completed Operations Aggregate	USD 1,000,000
				General Aggregate	USD 3,000,000

Additional Information:

It is hereby understood and agreed that State of North Dakota is added as Additional Insured(s), but only with respect to liability arising out of the operations of the Named Insured.

It is hereby understood and agreed that insurers waive rights of subrogation against State of North Dakota with respect to Solicitation Number and Title: 110.7-13-037 Online Auction Services as per written contract.

The Commercial General Liability policy placement was made by Seabury & Smith Inc. Marsh Canada Limited has only acted in the role of a consultant to the client with respect to these placements, which is indicated for your convenience.

Notice of cancellation:

The insurer(s) affording coverage under the policies described herein will not notify the certificate holder named herein of the cancellation of such coverage.

Marsh Canada Limited

800 - 550 Burrard Street
Vancouver, BC V6C 2K1
Telephone: 604-443-3529
Fax: 604-685-3112
lisa.tiveron@marsh.com

Marsh Canada Limited

By:

Lisa Tiveron



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/26/2014

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 MARSH USA INC. 6500 SHERIDAN DRIVE, SUITE 114 WILLIAMSVILLE, NY U.S.A. 14221	CONTACT NAME: PHONE (A/C, No, Ext): 1-866-616-0088 FAX (A/C, No): 416-349-4564 EMAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: INSURER B: Liberty Insurance Corporation INSURER C: INSURER D: Liberty Insurance Corporation INSURER E: INSURER F:
INSURED AssetNation, Inc., A Division of Ritchie Bros. Auctioneers (America) Inc. 4000 Pine Lake Road Lincoln, NE U.S.A. 68516	NAIC # 42404 42404

COVERAGES**CERTIFICATE NUMBER: 13/14-105-ALWC****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
	GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$
							PRODUCTS - COMP/OP AGG \$
							\$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? NO (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WC7-B71-170848-013	08/01/2013	08/01/2014	WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$1,000,000
							E.L. DISEASE - EA EMPLOYEE \$1,000,000
							E.L. DISEASE - POLICY LIMIT \$1,000,000
							\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Evidence of coverage including Stop-Gap Employers Liability for monopolistic state-fund states.

The State of North Dakota is included as Additional Insured where required by written contract. A Waiver of Subrogation is included where required by written contract.

CERTIFICATE HOLDERState of North Dakota
Office of Management & Budget
State Procurement Office/Dept 012
600 East Boulevard Avenue, 14th Floor
Bismarck, ND 58505-0310**CANCELLATION**

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

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To whom it may concern:

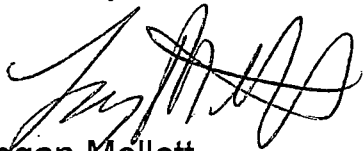
Ritchie Bros. appreciates the opportunity to participate in the online auction service RFP.

Ritchie Bros. Auctioneers is the world's largest industrial auctioneer. Our company is headquartered in Burnaby, BC and has 110 locations in 25 countries and 44 permanent auction sites worldwide. Ritchie Bros. has over 1,300 full-time employees that manage our sites in North America, Europe, Asia, the Middle East and Australia. They conduct live unreserved public auctions with both on-site and online bidding, selling a wide variety of equipment for: Construction, Transportation, Government, Agriculture, Oil & Gas, Mining, Forestry, and Other Industries. In 2012 Ritchie Bros. conducted 328 unreserved auctions worldwide and sold \$3.9 billion of equipment and other assets. We had 389,500 bidder registrations at our industrial auctions, which featured 287,000 lots from 42,100 consignments. In addition to our flagship unreserved auctions Ritchie Bros. has an online marketplace, EquipmentOne, where online based events are conducted to sell a wide variety of assets for our sellers to a global buyer base.

Ritchie Bros believes through our global buyer base and targeted marketing efforts that we will provide the best net return for the State of North Dakota. Additionally we are integrated with AssetWorks and are set up to interface if the State desires. We currently service the State of TN through integration with AssetWorks. Please feel free to contact us with any questions.

Ritchie Bros. will comply with all provisions of this RFP.

Sincerely,

A handwritten signature in black ink, appearing to read 'Logan Mellott', written over the printed name.

Logan Mellott

2400 Ritchie Road
Morris, IL 60450
618-231-0377 cell
815-513-1040 office
lmellott@ritchiebros.com

SECTION THREE: SCOPE OF WORK

3.01 Scope of Work

The successful offeror shall provide a hosted Internet based online auction service by maintaining sufficient secured space online to safely store/manage inventory, photographs and descriptive text to be used on an as needed basis.

3.02 Online Auction Features / Solution Requirements

The offeror's solution shall have a minimum of the following features or have customizable fields to support these features. The proposal will be deemed nonresponsive if it does not meet these minimum requirements. Describe in detail how your solution meets each requirement.

Features

1. Ability to enter item title **Our system allows item titles to be entered.**
2. Ability to set a minimum sale price or reserve price and buy it now pricing options. The presence of these items must be designated in the auction or alert potential bidders.
Ritchie Bros. allows the right for sellers to set a minimum sale price and buy it now option. Buyers are shown the sale status to let them know if the reserve has been met and it is a definite sale.
3. Ability to select location of item, category/subcategory, item number, and description of item being offered. **The proprietary system within Ritchie Bros. has a self service and full service option that will allow the seller to select the location of item, category/subcategory, item number, and description of item being offered. Additionally, our system allows for detailed descriptions which can be free text and include important details of a particular asset as well as numerous pictures, supporting lot documents, location specific information, contact information, special messaging and terms, etc.**
4. Ability to upload photos of assets. **Ritchie Bros. has a self service and full service option that will allow the seller to upload photos of the assets or submit photos to Ritchie Bros. for uploading assistance.**
5. Ability to enter vehicle details, such as make, model, year, VIN, mileage, description such as features/accessories/existing damage. **Ritchie Bros. has a self service and full service option that will allow the seller to enter vehicle details, make, model, year, VIN, and mileage. Ritchie Bros. also has a customized spreadsheet that the seller fills out and submits to our staff for submission.**
6. Ability to allow for integration/import capability from formats such as comma separated values (CSV), Microsoft Excel and other third party programs (include backend operating platform, system requirements, API available.) **Ritchie Bros. has the capability to utilize formats such as comma separated values, Microsoft Excel and other third party programs.**
7. Ability to make changes or retract a listing entirely, at any time during the bidding period. **Ritchie Bros. allows non-material changes to be made to a listing during the listing period and Ritchie Bros. can close a listing early if a business case warrants such. Ritchie Bros. works to limit changes during the listing period to preserve the integrity of the market place and the buyer experience.**
8. Ability to select the start date and end date of the auction. **Ritchie Bros. allows the seller to select a start date and closing date for the items being listed. We prefer to run online events for 7-10 days in order to have adequate time to market the assets.**
9. Ability for auction system to retain unsold item information to enable relisting the item by resetting dates and edit bid summary info. **In the event that there is an unsold asset, Ritchie Bros. has the ability to retain the information and relist the asset.**
10. Provide real-time monitoring of the auction(s) in progress. **Our proprietary system within Ritchie Bros. offers an access and monitoring options within the website under the sellers account.**
11. Detailed reporting of records in electronic format by agency including gross/net sale prices, address, phone number, e-mail address, & sale amount of the item(s) won, and total number of bids, number of bidders registered, unique visitors to site, number of outstanding postings and associated bid close date. **Ritchie Bros. provides a custom**

detailed report in an electric format for agency personnel and also provides 24 hour access through the sellers Ritchie Bros. account.

12. Separation of sales proceeds by agency account (OMB versus NDDOT.) **Ritchie Bros. allows separation of sales proceeds by agency as long as the department is identified prior to listing the items on Ritchie Bros.**
13. Ability for bidder to enter their destination zip code and item description to obtain a shipping estimate. **Ritchie Bros. has a strategic partnership with Uship (www.uship.com) for any transpiration quotes that may be needed.**
14. Ability to have bidder confirm they agree to the specified terms and conditions listed in the bid. **Ritchie Bros. requires bidders to agree to terms of compliance before making offers on equipment.**
15. Ability for successful bidder to pay through secure payment method, including protection of personal customer information and compliance with the Payment Card Industry (PCI) data security standards. **Ritchie Bros. accepts payments through a third party provider that meets PCI standards.**

Services

1. Collection of monies from successful bidders and provide sales proceeds to the STATE. STATE will not pay for any credit card fees. The successful offeror shall keep records of all financial matters pertaining to the sales in accordance with generally accepted accounting principles (GAAP.) **Ritchie Bros. is fully capable of collection of monies from the bidders and provide sale proceeds to the state.**
2. Provide samples of sales and financial reports that are available. **Ritchie Bros. will provide any samples of sales and financial reports that are needed. Attached is a copy of a sample report that demonstrates Ritchie Bros reporting capability.**
3. Provide all hardware, software and servers needed to operate the online auction service. **Ritchie Bros. will provide all hardware, software and servers needed to operate the online auction services.**
4. Provide disaster recovery procedures and backup / redundancy capabilities to ensure continued availability (include frequency of backups, where they are located (offsite), and how the STATE is notified.)

Please see the attached audit report for answers to this question. If the STATE has specific requirements regarding notifications, the Ritchie Bros. project team will request these requirements for review and discussion as needed.

5. State will determine by item being auctioned if shipping is offered as a service to be paid by the winning bidder or if pick up of the item is required. **Ritchie Bros. standard terms require the buyer to pick up the purchased assets unless notified by the seller.**

3.03 Online Auction Desired Features / Solution

Describe in detail any features/services that are offered by your solution.

Features

1. Ability to add sales tax to the winning bid.
Ritchie Bros. proprietary bidding system is integrated with Avalara to calculate sales tax on transactions and report across multiple jurisdictions.
2. Ability to have multiple line items per lot (such as computers.)
Ritchie Bros. systems allow for multiple items to be listed in one lot.
3. Ability to structure an auction for various scenarios such as: List specific times for public viewing and different times for pick-up of the equipment.
Each lot that is listed can have lot specific terms to include unique inspection and removal times.
4. Ability to revise starting and ending times of the auction.
Ritchie Bros. has the flexibility to change the starting and ending time before an event has went live. Once a specific event has open for bidding we prefer not to amend the closing time in order to have a professional and consistent buyer experience. If the seller choses we can change the close time on a case by case basis when circumstances warrant.
5. List by tier structure/tiered screening (ex: post to state or district, then to political subdivisions or county/state, then to public.) A set period of time is established for each tier and automated move from one tier to the next based on pre-established time frames.
Ritchie Bros. system allows for events to be offered to private or selected registered bidder groups for set periods of time. We have the ability to amend these groups at any time with direction from the seller.
6. "Save as you go" allowing the users to partially complete a listing, save it, and return to it at a later time.
Ritchie Bros self-service system will allow users to save a partially completed listing and return to finish at a later date.
7. Ability to copy listings for use later or for when selling similar items.
Ritchie Bros. system allows you to list a similar item and copy the details.
8. Ability for automatic auction extensions with the bid period for a configurable time period when bids are received right before the close of a bid, also known as sniping, when people enter bids at the very last second.
Each event is set up with a Dynamic Close that will add a set amount of time per lot if a bid is received in the final two minutes of the auction. The time extensions will continue until bidding activity ends.
9. Ability to notify bidders when new items are added (possibly Rich Site Summary –RSS or other subscription based system..)
Our system allows for marketing to send notifications to buyers when new items have been listed as well as buyers can add live items to their calendar and track them within their account.
10. Ability to offer any asset to the next highest bidder due to events such as bidder default .
If the winning buyer does default we have the ability to offer the asset to the next highest bidder.
11. Drill down capability when searching for items, such as make, model, year, VIN, etc.
Ritchie Bros. site offers a very robust search capability to allow bidders to drill down to specific items. The can search on asset specifications and catagories as well as location, closing time and price. Our site also allows bidders to compare assets side by side with a drag and drop feature.
12. Ability for STATE to administer internal logins to auction site and associated security levels.
Ritchie Bros. allow our sellers to designate user login credentials and their authority levels.
13. Ability to allow bidders to link to CARFAX to request a report on the vehicle's history (bidders will pay CARFAX directly for the report fees.) **Ritchie Bros. has the ability to link with CARFAX if the State requests this feature.**
14. Ability for registered users to create "wish lists" and be notified when such items becomes available.

The Ritchie Bros. website allows bidders to create saved searches with assets they are interested in viewing when they are available.

Services

1. Discuss how administration of logins are handled for the STATE and associated security levels that can be configured.

Logins are administered by contacting the assigned Program Manager with a list of the necessary users to be added to the STATE account. If different authority levels are needed this can be communicated with the list.

2. Describe how the system hierarchy can support different user preferences (such as varying terms and conditions) for each agency using this contract.

Each user profile can have default terms and conditions specific to the agency or user requirements. These terms can also be modified on an asset by asset basis if needed. Our auction events allow for posting special messaging and instruction and terms that communicate any special requirements to bid and can highlight any special terms. Also specific lot terms that are critical to the asset require the bidder to click on a check box acknowledging they have read, understand and agree to such terms. Special specific removal terms or messaging can also be flagged so that it additionally appears on the buyers release document that is used for pickup.

3. Describe the process used in order to allow a bidder to register and place bids, payment options/credit policies and procedures including any transaction threshold limitations and fraud/credit card charge-back liability.

Buyer registration is processed through our website www.equipmentone.com. Buyers are required to submit name, company name (if applicable), address, phone number and email address. Our system then processes the registration by conducting an automated phone screen, duplicate scan, and verification of any prior defaults from the information provided. If necessary our customer service team will conduct additional screening. Once this is complete the buyers account is active.

4. Discuss how the buyer / seller is notified after the auction has closed and your fraud/protection details including measure to prevent counterfeit receipts for payment or bills of sale.

Once an auction ends the buyer is sent a copy of their invoice via email as well as a copy is stored in their online account. The seller will see the status of the asset change within their online account. Once an asset has been funded the buyer and seller are sent a copy of the Presentation of Buyer (bill of sale/paid receipt) via email as well as it is stored in their online account. A seller can verify the validity of the Presentation of Buyer (bill of sale/paid receipt) by viewing the copy stored in their online account before releasing the asset.

5. Discuss how items not picked up by the buyer are handled. The STATE prefers to list in the bid that items need to be removed within a certain timeframe and unretrieved items will become property of the STATE with no refund to the buyer. Is there recommended language to use in the bid, is the payment received accessed the commission fee, is the STATE able to repost the item on the auction site and do charges apply, is a penalty to the buyer available for non-retrieval and how is this handled between STATE and auction service? **Ritchie Bros. allows for sellers to set a removal deadline for listed items. If items are not removed by the deadline the buyer is placed in default and the state has the right to relist the item.**

6. Discuss reporting and timeliness of sale notification to STATE. **Ritchie Bros can generate reports on a predetermined schedule for the state. Additionally customer reports can be requested at any time.**

7. Describe your hosting solution, geographical distribution, physical location of each datacenter (if hosted by a third party, list name of hosting party), and high availability service levels offered.

The Ritchie Bros. Production environment is hosted by Carpathia, a third party vendor.

Please see the attached audit report for answers to this question.

8. Describe your backbone connectivity of datacenter(s) to broadband provider(s), physical circuit diversity with respect to how circuits enter the datacenter(s), speeds of the circuits entering the datacenter(s), load balancing options/testing, and measure in place to mitigate single points of failure in your network connection(s) to broadband providers.

Please see the attached audit report for answers to this question.

9. Describe the security, auditing, and logging of the hosting environment, how data is secured and

ability to encrypt data at rest, is testing performed of the datacenter and any products used, is there a physical security policy in place, have you conducted a SSAE16 audit and is a report available upon request.

Please see the attached audit report for answers to this question. An SSAE16 audit report is available by request.

10. Describe your uptime accessibility, what maintenance is included in a vendor hosted solution, how/when maintenance is conducted, and how the STATE will be notified.

As an online marketplace our system is accessible 7 days per week, 24 hours per day and 365 days per year. Downtime and system maintenance is strategically planned and communicated to ensure auctions are not disrupted. Our average data load times as measured by our server reports are .28 (fraction) seconds and average page load times with images is 2.07 seconds and is backed by Cloud burst technology and a full technology support staff.

Please see the attached audit report for answers to this question. If the STATE has specific requirements regarding notifications of hosting provider outages, the Ritchie Bros. project team will request these requirements for review and discussion as needed.

11. Are system enhancements available and how are they prioritized, describe the upgrade cycle, will the STATE be required to upgrade/use the latest version when released. **System enhancements are ongoing based upon customer need and customer experience. The upgrade cycle allows for major enhancements every four weeks. Small changes and updates are done and put into production immediately as needed.**
12. Describe the ability and process that is in place to return STATE's data upon contract termination, including type of format, file transfer/media types. **All historic transaction data is stored within the Ritchie Bros. systems and is accessible to the state and the buyer to review at their need. Any sensitive data can be disposed of at the state's request.**
13. Describe the disposal process of records handled which have satisfied the STATE's retention requirements. **Date of disposal can be discussed on a case by case basis.**
14. Describe how a discovery request is handled for electronically stored information and how a litigation hold process is implemented to protect records that cannot be disposed during ongoing litigation. **If necessary during discovery necessary documents can be transmitted electronically as well as through hard copy.**
15. Describe any additional services or creative approaches that you offer that would enhance efficiency or reduce cost.

3.04 Implementation, Product Support and Customer Service

Describe in detail the support your firm provides in conjunction with the products/services you are proposing including:

1. Project implementation approach/timeline (including environments available such as test vs. production), technical requirements to access web-based auction services, and any needed installation of software.

The Ritchie Bros. project team follows the Scrum SDLC methodology for developing and implementing any enhancements and bug fixes in the Production environment. Production releases are scheduled in Sprints, which run for three weeks. The first two weeks consist of the development of the scheduled enhancements and bug fixes. The third week consists of QA testing and any other final preparations before releasing updates to the Ritchie Bros. Production environment at the end of the week.

Development tasks occur on local development environments initially, and then deployed to our Development environment after developers complete unit tests successfully. After testing by the QA team, all items approved to deploy to our Staging (Pre-Production) environment are pushed at the end of the second week during the Sprint. After testing by the QA team and approval from the stakeholders, all items approved to deploy to our Production environment are deployed at the end of the third week of the Sprint and validated by the technology and business teams to ensure the Production environment was updated and functions as expected.

The Ritchie Bros. web site supports all current versions of all major Internet browsers (Internet Explorer, Firefox, Google Chrome, and Safari). No additional software is required to access and perform transactions on the site.

2. Your company's methodology pertaining to Project Management and how you will provide project management of the implementation/configuration/training effort of this project.

The Ritchie Bros. project team follows the Scrum SDLC methodology for managing projects. The team uses JIRA/Greenhopper to create, track, report on, and complete all issues included in the Sprint.

3. Your software license grant (perpetual/nonexclusive or other) and license model (concurrent users, total employees, etc.)

Ritchie Bros. runs as an SaaS (Software as a Service) application and does not require software licenses for customers or employees to access the application.

4. Training and instruction to the STATE pertaining to the implementation/setup and auction process and to any potential buyers on how to bid using the online auction system. **Any necessary training can be conducted through a webinar as well as in person by the program manager.**
5. Services (phone and online) available to assist with bidder questions/issues. **There are multiple ways buyers can reach Ritchie Bros. customer service from phone, email, and website.**
6. Technical support options available to STATE and standard service levels based on incident severity. **Technical support is available during normal business hours and escalation process is in place for issues.**
7. Identify any pertinent issues and potential problems related to the project. **There are no issues related to this project.**

3.05 Marketing, Experience & Financials

Describe in detail how your firm provides marketing/advertising capability and meets the minimum experience.

The successful offeror shall have marketing/advertising capability to improve revenue, including:

1. Marketing plan and capability to market items on behalf of the STATE, including commodity breakdowns, advertising tools/outlets (print, online, trade publications, etc.) **Ritchie Bros. uses many methods of advertisement; from print, to online, and trade publications.**
2. An example of marketing materials your company has created to help maximize exposure to targeted audiences and improve revenue. **Ritchie Bros. uses SEO and print publications. See attached**
3. Areas where you "specialize" in the selling or marketing of products. **Ritchie Bros. specializes in selling industrial equipment, transportation units (tractors, pickup trucks, etc) and distressed assets**
4. Provide an example of a good narrative for an online auction posting and describe any items not suitable for sale via online auction. **An example, this item is in very good mechanical condition. The item starts and operates with no known mechanical defects. The interior of this item has no visible signs of damage. The exterior of this item is well maintained with no visible signs of rust, scratches or other damage. The tires have approximately 100% to 75% tread remaining. There is no removal assistance. Buyer is responsible for all labor, equipment, logistics and associated fees to remove the unit. Location requires at least a 48-hour notice prior to removal. The only items we can't sell are perishable/consumable items.**
5. Information on the number of active/current bidders. **Ritchie Bros. currently has 525,000 active bidders**
6. Information on the number of "unique visitors" average per month to the site. **Ritchie Bros. currently averages over 410,000 unique visitors per month**
7. Information on the demographics of bidders who are registered. **80% are end users and 20% are wholesaler/dealer/brokers.**
8. Information on the number of bidders that default per year. **Ritchie Bros has a less than .05 percent of bidders that default per year.**
9. Information on current governmental agencies that utilize your services and the type of items being auctioned. **Current governmental agencies that utilize Ritchie Bros are: ODOT, PENNDOT, MNDOT, MODOT, & TNDOT. For these agencies we auction a wide variety of assets from fleet assets, office equipment, general surplus, abandoned and seized vehicles, surplus from right-of-way acquisitions, and any other state owned items.**

The successful offeror must have three (3) years experience providing online auction services on a state, regional or nationwide basis with public sector experience. An offeror's failure to meet this minimum prior experience requirement will cause its proposal to be considered non-responsive and its proposal will be rejected. Include the following information:

1. Experience, technical competence and number of years your firm has completed similar projects, include specific strategies and activities that demonstrate you have the experience and skills required to complete the work called for in this RFP.

Over the past 8 years we have provided PennDOT with online Auction Services to dispose of over 20MM dollars of assets from many of the state agencies. We currently handle sales from right-of-way acquisitions, PennDOT heavy equipment, Pennsylvania Turnpike and various other Commonwealth agencies. We also operate an internal redeployment site for the state owned assets to first be offered to the cities, counties and other Pennsylvania government agencies before they are offered for public sale to our global buyer base

2. Discuss support personnel that will be assigned to assist with the work called for in this RFP including the lines of authority, individual responsibilities, and past project experience.

1. Logan Mellott, Strategic Accounts Sales Manager-Logan has over 12 years' experience in the equipment business with the last 8 years' experience developing comprehensive asset disposition and investment recovery programs for diverse national fleet accounts and state governments. He has executed large programs for fleet right sizing, divestitures, mergers and general fleet replacement sale from ongoing fleet replacement schedules. Additionally, he has

an extensive working knowledge of all types of construction and transportation equipment as well as industrial cranes.

2. Paul Taylor, Strategic Account Manager – Paul has over 9 years' of experience in the equipment industry and has been employed by Ritchie Bros since 2011. He has worked with large National programs that range from industrial to governmental accounts. These types of National Programs have produced many transactions throughout the course of employment within Ritchie Bros.

3. Laura Caldwell, Marketing Manager, Strategic Accounts – Laura holds a Bachelor of Commerce, Marketing and has thirteen years' experience in the Marketing industry and has been with Ritchie Bros since 2011. Laura manages Marketing campaigns for specific industry sectors to generate buyer awareness; she also manages special campaigns for specific or unique consignments and promotes services to buyers such as financing, insurance, warranty, etc.

4. Ryan Householder, Program Manager. Ryan has over 5 years' experience managing the day to day operation of large scale national programs. These programs have transacted thousands of items from individual projects. Ryan also has a background in transportation and will manage any transportation to Ritchie Bros. facilities that is needed to execute the North Dakota Facilities Commission program

3. Provide three reference names, phone numbers and email addresses for similar projects the offeror's firm has completed, offerors are invited to provide letters of reference from previous clients.
References are available from multiple clients up request. Request are handled this way in order to respect customer time.

The STATE reserves the right to contact any references provided by the offeror.

Offerors shall provide financial information in such a manner that the STATE can reasonably formulate a determination about the stability and financial strength of the organization. This must include but not be limited to information about:

1. Company size **Ritchie Bros has over 110 facilities worldwide.**
2. Organization/date of incorporation **Ritchie Bros was founded in 1958.**
3. Ownership **Ritchie Bros is a publicly traded company that is listed on the NYSE and TSX since 1999.**
4. Number of employees **Ritchie Bros has over 1400 employees.**
5. Revenues for the last fiscal year **438MM for 2012 physical year.**
6. at least one of the following:
 - a. Audited financial statements for the most recent 3 years; **3 year audited financial statements included.**
 - b. a current Dun and Bradstreet Report that includes a financial analysis of the firm;
 - c. an Annual Report as verification of financial status provided it contains at a minimum a Compiled Income Statement and Balance Sheet verified by a Certified Public Accounting firm; or (The STATE reserves the right to contact the accounting firm if questions arise
 - d. Tax returns and financial statements including income statements and balance sheets for the most recent 3 years, and any available credit reports.

Closing Soon - Small list of the hundreds of items closing this week.

Having trouble viewing this email? [Click here.](#)

To ensure you receive our emails, add equipmentone.com to your address book.

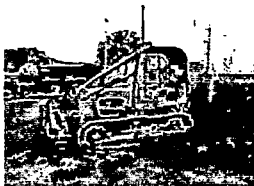


Paul,

Below are highlights of the hundreds of items that are closing in the next week.
Or visit EquipmentOne.com to [see all the items closing soon.](#)

- [Agriculture \(3\)](#)
- [Construction \(15+\)](#)
- [Transportation \(95+\)](#)
- [Energy \(165+\)](#)
- [Asphalt & Concrete \(5+\)](#)
- [Trailers \(5+\)](#)
- [Transport Trucks \(95+\)](#)
- [Vehicles & Buses \(60+\)](#)
- [Vocational Trucks \(25+\)](#)

Closing soon highlights



1972 John Deere 350B Crawler Loader

Location: Nashville, TN, USA

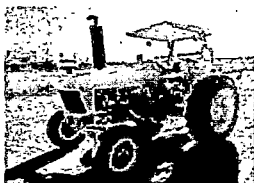
Listing closing: January 7, 2013 11:02 AM CST



1981 John Deere 672A Motor Grader

Location: Austin, PA, USA

Listing closing: January 7, 2013 10:08 AM CST



1989 Ford 6610 Tractor

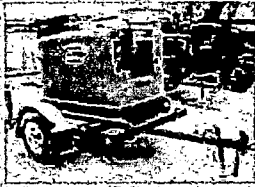
Location: Delaware, OH, USA

Listing closing: January 16, 2013 10:16 AM CST



2000 John Deere 310E 4x4 Loader Backhoe

Location: Grantsville, WV, USA
Listing closing: January 9, 2013 1:00 PM CST



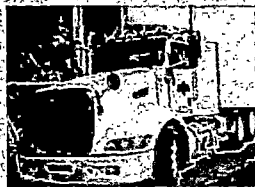
2004 Kubota 8kW Towable Genset

Location: Red Deer, AB, CAN
Listing closing: January 9, 2013 2:30 PM CST



1998 Hitachi EX160LC-5 Excavator

Location: Plymouth Meeting, PA, USA
Listing closing: January 7, 2013 2:00 PM CST



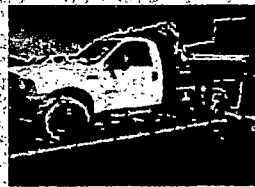
2006 Peterbilt 386 T/A Truck Tractor

Location: San Diego, CA, USA
Listing closing: January 7, 2013 2:32 PM CST



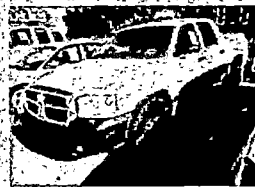
2008 GMC Sierra 2500HD 4x4 Utility Truck

Location: Parkersburg, WV, USA
Listing closing: January 9, 2013 1:02 PM CST



2001 Ford F550 SD Dump Truck

Location: Parkersburg, WV, USA
Listing closing: January 9, 2013 1:08 PM CST



2007 Dodge Dakota 4x4 Pickup Truck

Location: Columbus, OH, USA
Listing closing: January 13, 2013 10:04 AM CST



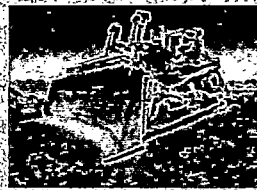
Visit EquipmentOne.com to view details and
make offer before these items are sold.

Did You Know: As an EquipmentOne Member, you also have access to even more listings on SalvageSale – an affiliated online marketplace focusing on commercial salvage and recoveries from the world's leading insurance carriers. Check it out!



2006 Volvo L150E Wheel Loader

Location: Manchester, KY 40962, United States
Scheduled Close: Jan 7, 2013 11:00 AM CT



2008 Caterpillar D11T Crawler Tractor

Location: Sharples, WV 25183, United States
Scheduled Close: Jan 14, 2013 2:00 PM CT



Expand your equipment search

Take part in a live Ritchie Bros. auction—
fair, professional, strictly unreserved.

Click to find the next auction near you.

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All Ritchie Bros. EquipmentOne emails are sent from the domain equipmentone.com. To ensure you receive our emails, add equipmentone.com to your address book.

Ritchie Bros. EquipmentOne | 1001 McKinney Street, Suite 1700 | Houston, TX 77002

ATTACHMENT 4 - COST PROPOSAL FORMAT

Please complete the following cost components that would be charged by your organization.

Vendor Name: Ritchie Bros.

ONE-TIME COST	
Implementation/Customization Fee- Please describe what this entails:	\$ 0
ONGOING COSTS	
COST COMPONENT	TOTAL COST (Price/Year)
Annual Maintenance Fee- Please describe what this includes:	\$0
Please list any costs that would be charged separately for any additional services offered - Please describe what this entails: On site inventory personnel	\$ TBD

The STATE is looking for all costs associated with placing a bid/commission fee to be passed on to the auction bidder/buyer in the form of a "buyer's premium".

POSTING OF BID COSTS			
COST COMPONENT	PRICE (\$) / PERCENT (%)	ESTIMATED QUANTITY/\$ PER YEAR	TOTAL COST (Price/percent X Estimated Quantity/\$)
Price per Auction (Listing Fee):	\$0 listing fee	600	\$0
Commission Fee	5%	\$1,213,000	\$ 60,650
Other Fees- Describe any other costs to the STATE or buyers associated with your online auction services: Our online auction buyers fee is 10%			\$ 121,300

TOTAL (sum of one-time, ongoing, and posting of bid costs)	\$181,950
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Note- Estimated quantities listed above are not to be considered as either a minimum or maximum, but rather an estimate based upon anticipated usage.

**North Dakota Department of Transportation
AMENDMENT TO CONTRACT NO. 50140844
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 Richie Bros. Auctioneers Incorporated, hereinafter known as the Contractor, whose address is 1001 McKinney, Suite 1700, Houston, TX 77002.

WHEREAS, the parties entered into a contract on June 13, 2014; 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, State Contract No. 468-1 allows for four (4) options to renew the Contract under the same terms and conditions for a period of 12 months each; and

WHEREAS, State Contract No. 468-1 allows for one Contract extension option not to exceed 12 months, beyond the initial and renewal terms of the Contract; and

WHEREAS, the Contractor has expressed a willingness to extend the term of NDDOT Contract No. 50140844 for an additional twelve (12) months; and

NOW THEREFORE, the Contractor and NDDOT agree that NDDOT Contract No. 50140844 includes the State Contract No. 468-1 verbiage allowing for four (4) renewal options and one extension option and that the term of NDDOT Contract No. 50140844 is extended through February 28, 2017.



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:

Jeanne Forbes
NAME (TYPE OR PRINT)

Jeanne Forbes
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:

Ritchie Bros. Auctioneers
COMPANY NAME

Terrence Dolan
OFFICER'S NAME (TYPE OR PRINT)

[Signature]
SIGNATURE

President, USA + LATAM
TITLE

February 29, 2016
DATE

WITNESS:

Sandra Goebel
NAME (TYPE OR PRINT)

Sandra Goebel
SIGNATURE

NORTH DAKOTA DEPARTMENT
OF TRANSPORTATION

Grant Levi

[Signature]
DIRECTOR (TYPE OR PRINT)

[Signature]
SIGNATURE

3/7/16
DATE

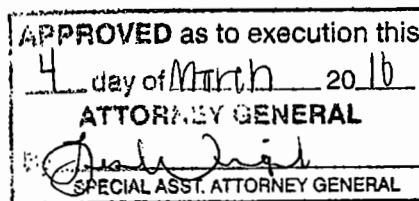
APPROVED as to substance by:

[Signature]
DIVISION DIRECTOR (TYPE OR PRINT)

[Signature]
SIGNATURE

3-4-16
DATE

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



**North Dakota Department of Transportation
AMENDMENT TO CONTRACT NO. 50140844
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 Richie Bros, Auctioneers Incorporated, hereinafter known as the Contractor, whose address is 1001 McKinney, Suite 1700, Houston, TX 77002.

WHEREAS, the parties entered into a contract on June 13, 2014; 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 has been extended one time through February 28, 2017; and

WHEREAS, State Contract No. 468-1 allows for four (4) options to renew the Contract under the same terms and conditions for a period of twelve (12) months each; and

WHEREAS, State Contract No. 468-1 allows for one Contract extension option not to exceed twelve (12) months, beyond the initial and renewal terms of the Contract; and

WHEREAS, the Contractor has expressed a willingness to extend the term of the NDDOT Contract No. 50140844 for an additional twelve (12) month period; and

NOW THEREFORE, the Contractor and NDDOT agree that the NDDOT Contract NO. 50140844 includes the State Contract No. 468-1 verbiage allowing for four (4) renewal options and one extension option and that the term of NDDOT Contract No. 50140844 is extended through February 28, 2018.



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:

Cheramié Nolan
NAME (TYPE OR PRINT)
Cheramié Nolan
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:

Ritchie Bros Auctioneers (America) Inc.
COMPANY NAME

David L. Scheer
OFFICER'S NAME (TYPE OR PRINT)
David L. Scheer
SIGNATURE

Secretary
TITLE

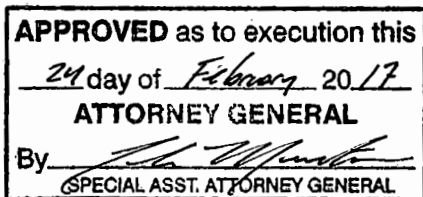
February 14, 2017
DATE

WITNESS:

Sandra Goebel
NAME (TYPE OR PRINT)
Sandra Goebel
SIGNATURE

NORTH DAKOTA DEPARTMENT
OF TRANSPORTATION
Grant Levi

Grant Levi
DIRECTOR (TYPE OR PRINT)
Grant Levi
SIGNATURE
2/28/17
DATE



APPROVED as to substance by:

Robin Rehborg
DIVISION DIRECTOR (TYPE OR PRINT)
Robin Rehborg
SIGNATURE
2/23/17
DATE

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



**North Dakota Department of Transportation
AMENDMENT TO CONTRACT NO. 50140844
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 Richie Bros, Auctioneers Inc., hereinafter known as the Contractor, whose address is 4000 Pine Lake Road, Lincoln, NE 68516.

WHEREAS, the parties entered into a contract on June 13, 2014; 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 above referenced contract for an additional twelve (12) month period; and

WHEREAS, Richie Bros, Auctioneers Inc. and IronPlanet, Inc. merged and share a common parent; and

NOW THEREFORE, the Contractor and NDDOT agree that the Online Auction Services contract will be assigned to and performed by IronPlanet, Inc. (hereinafter, the "Contractor"), and that the term of the contract is extended through February 28, 2019.



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:

Conner Humphrey

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.)

CONTRACTOR:

IRON PLANET, INC

COMPANY NAME

KEVIN M. O'DONNELL

OFFICER'S NAME (TYPE OR PRINT)

[Signature]

SIGNATURE

VICE PRESIDENT, GOVERNMENT BUSINESS DEVELOPMENT

TITLE

1 MAR 18

DATE

WITNESS:

LAUREEN M. MARTIN

NAME (TYPE OR PRINT)

SIGNATURE

NORTH DAKOTA DEPARTMENT
OF TRANSPORTATION

Mark Nelson

DIRECTOR (TYPE OR PRINT)

SIGNATURE

03/28/18

DATE

APPROVED as to substance by:

Robin Bohborg

DIVISION DIRECTOR (TYPE OR PRINT)

SIGNATURE

DATE

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

