



IT MASTER AGREEMENT AMENDMENT

DATE: 7/23/2025	AMENDMENT AMOUNT: \$0.00
ADVANTAGE CONTRACT #: 18P 2105270000000000128	ITP#: 255355
DEPARTMENT AGREEMENT #:	

This Master Agreement (MA) Amendment is between the following State of Maine Department and Provider:

STATE OF MAINE DEPARTMENT		
DEPARTMENT NAME: Department of Administrative and Financial Services		
ADDRESS: 51 Commerce Drive		
CITY: AUGUSTA	STATE: ME	ZIP CODE: 04330
PROVIDER		
PROVIDER NAME: IronPlanet Inc. dba Gov Planet		
ADDRESS: 3825 Hopyard Road, Suite 250		
CITY: Pleasanton	STATE: CA	ZIP CODE: 94588
PROVIDER'S VENDOR CUSTOMER #: VC0000228256		

Each signatory below represents that the person has the requisite authority to enter into this IT MA Amendment.

Provider Representative:
Signed by:

 BY: **Christina Roy, Territory Manager** Date: **2/5/2026**

DAFS – Office of Information Technology:
DocuSigned by:

 BY: **Nicholas Marquis, CIO** Date: **2/25/2026**

DAFS – Office of State Procurement Services:
DocuSigned by:

 BY: **Nancy Tan, Deputy CPO** Date: **2/25/2026**

The contract is fully executed when all parties sign and funds have been encumbered. Upon final approval by the Office of State Procurement Services, a case details page will be made part of this contract.

STATE OF MAINE | IT MA AMENDMENT

IT MASTER AGREEMENT AMENDMENT

The IT MA is hereby amended as follows: (Check and complete all that apply.)

X	Amended Period	Original Start Date: 06/01/2021	MA Amendment Start Date: 05/01/2025
		Current End Date: 05/01/2025	New End Date: 04/30/2027
		Reason:	
<input type="checkbox"/>	Amended MA Amount	Adjustment Amount: \$	New MA Amount: \$
		Reason:	
<input type="checkbox"/>	Amended Scope of Work	The Scope of Work in Rider A is amended as follows:	
X	Other	Describe the Changes: CHANGES TO MA (TERMS AND CONDITIONS) IN ATTACHMENT A. Rider A updated to include Maine IT Technical Requirements Rider B replaced with Rider B-IT	

All other terms and conditions of the original contract and subsequent contract amendments remain in full force and effect.

ATTACHMENT A: CHANGES TO MA (TERMS AND CONDITIONS)

Rider A Specifications of Work to be Performed is Amended to include the following:

CONTRACT PERIOD:

Start May 1, 2025, through April 30, 2027

Following the initial terms of the contract, the Department, at their discretion, may opt to extend / renew the contract for up to one (1) two (2) year extension periods.

- Initial Term: June 1, 202, through April 30, 2023
- First Renewal: May 1, 2023, through April 30, 2025
- Second Renewal: May 1, 2025, through April 30, 2027

AUTHORIZED USERS:**State of Maine Departments authorized to utilize this MA contract:**

Department of Administrative and Financial Services

Municipalities, political subdivisions, and school districts in Maine:

- Are NOT permitted to utilize this MA.

TECHNICAL REQUIREMENTS:

- A. **ACCESSIBILITY:** All IT products must be accessible to persons with disabilities and must comply with State Accessibility Policy and Standards and the Americans with Disabilities Act. All IT applications must comply with the Digital Accessibility Policy (<https://www.maine.gov/oit/sites/maine.gov/oit/files/inline-files/DigitalAccessibilityPolicy.pdf>). In addition all IT applications and content delivered through web browsers must comply with the State Web Standards (<https://www.maine.gov/oit/policies/webstandards.html>)
- B. **STATE IT POLICIES:** All IT products and services delivered as part of this Agreement must conform to the State IT Policies, Standards, and Procedures (<https://www.maine.gov/oit/policies-standards>) effective at the time this Agreement is executed.

Rider B Terms and Conditions is replaced in its entirety with the following Rider B-IT:

1. **INVOICES AND PAYMENTS.** Department will pay the Provider as follows: Payment terms are net 30 days from the date the State receives an error-free invoice with all necessary and complete supporting documents.

STATE OF MAINE | GENERAL TERMS & CONDITIONS (IT)

All invoices must include the following:

- A. Advantage Contract numbers for this contract.
- B. Vendor Code number assigned when registering as a vendor with the State of Maine. This number appears on all Contracts and Purchase Orders and can be acquired from the agency contact.
- C. Itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State.
- D. In cases where hourly rates of contracted resources are concerned, invoices must contain a copy or copies of time sheets associated with that invoice. Time sheets will need to be reviewed and approved by the State's contract administrator.

The Department may withhold a Retainage for project-based services in the following manner:

- i. The allowable payment amount from each project milestone payment will be multiplied by ten (10) percent, giving the amount that will be withheld from payment. Ninety (90) percent of the allowable project milestone payment amount will be paid to the Provider.
- ii. The Retainage will be held by the Department until the end of the warranty period.

2. **BENEFITS AND DEDUCTIONS.** If the Provider is an individual, the Provider understands and agrees that they are an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for their Income Tax records.
3. **INDEPENDENT CAPACITY.** In the performance of this Contract, the parties hereto agree that the Provider, and any agents and employees of the Provider, shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.
4. **DEPARTMENT'S REPRESENTATIVE.** The Contract Administrator shall be the Department's representative during the period of this Contract. The Contract Administrator has authority to curtail services if necessary to ensure proper execution. They shall certify to the Department when payments under the Contract are due and the amounts to be paid. They shall make decisions on all claims of the Provider, subject to the approval of the Commissioner of the Department.
5. **CHANGES IN THE WORK.** The Department may order changes in the work, the Contract Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment signed by both parties and approved by the State Procurement Review Committee. Said amendment must be effective prior to the execution of the changed work.
6. **SUB-CONTRACTORS.** The Provider may not enter into any subcontract for the work to be performed under this Contract without the express written consent of the Department. This provision shall not apply to contracts of employment between the Provider and its employees.

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The Provider is solely responsible for the performance of work under this Contract. The approval of the Department for the Provider to subcontract for work under this Contract shall not relieve the Provider in any way of its responsibility for performance of the work.

All Subcontractors shall be bound by the terms and conditions set forth in this Contract. The Provider shall give the State immediate notice in writing of any legal action or suit filed, and prompt notice of any claim made against the Provider by any Subcontractor, which may result in litigation related in any way to this Contract, or which may affect the performance of duties under this Contract.

7. SUBLETTING, ASSIGNMENT OR TRANSFER. The Provider shall not sublet, sell, transfer, assign, or otherwise dispose of this Contract, or any portion thereof, or of its right, title, or interest therein, without the written request and written approval from the Department. Such approval shall not in any case relieve the Provider of its responsibility for performance of work or liability under this Contract.

8. EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this Contract, the Provider certifies as follows:

A. The Provider shall not discriminate against any employee or applicant for employment relating to this Contract because of race, color, religious creed, sex, national origin, familial status, ancestry, age, physical or mental disability, sexual orientation, or gender identity, unless related to a bona fide occupational qualification.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

B. The Provider shall, in all solicitations or advertising for employees placed by, or on behalf of, the Provider, relating to this Contract, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, familial status, ancestry, age, physical or mental disability, or sexual orientation, or gender identity.

C. The Provider shall send to each labor union, or representative of the workers, with which it has a collective bargaining Contract, or other Contract or understanding, whereby it is furnished with labor for the performance of this Contract, a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section, and shall post copies of the notice in conspicuous places, available to employees and applicants for employment.

D. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights, etc.) against their agency by any individual, as well as any lawsuit regarding alleged discriminatory practice.

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- E. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment, and in the provision of service, to include accessibility and reasonable accommodations for employees and clients.
- F. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Contract so that such provisions shall be binding upon each Subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

9. CONFLICT OF INTEREST. The Provider warrants that no State employee has or will receive any direct or indirect pecuniary interest in or receive or be eligible to receive, directly or indirectly, any benefit that may arise from this Contract, for any employee who participated in any way in the solicitation, award or administration of this Contract according to [Title 5 MRS §18-A, \(2\)](#) and in harmony with [Title 17 MRS §3104](#). Any contract made in violation of these sections is void.

The Provider certifies that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of its services hereunder. The Provider further certifies that in the performance of this Contract, no person having any such known interests shall be employed.

10. EMPLOYMENT AND PERSONNEL. The Provider shall not engage on a full-time, part-time or other basis during the period of this Contract, any executive employee who participated in any way in the solicitation, award or administration of this Contract according to [Title 5 MRS §18-A, \(2\)](#) and in harmony with [Title 17 MRS §3104](#). Any contract made in violation of these sections is void.

11. NON-COLLUSION. The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Contract, and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from, the award of this Contract.

And, the Provider has not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services, and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

For breach or violation of this provision, the Department shall have the right to terminate this Contract without liability or, at its discretion, to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

12. ACCOUNTING, RECORDS, AND AUDIT.

- A. The Provider shall maintain all books, documents, payrolls, papers, accounting records, and other evidence pertaining to this Contract, including interim reports and working papers, and make such materials available at its offices at all reasonable times during the period of this Contract, and for a period of five (5) years following termination or expiration of the Contract.

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If any litigation, claim or audit is started before the expiration of the 5-year period, the records must be retained until all litigation, claims or audit findings involving the Contract have been resolved.

- B. Unless the Department specifies in writing a shorter period of time, the Provider agrees to preserve and make available all documents and records pertaining to this Contract for a period of five (5) years from the date of termination of this Contract.
- C. Records involving matters in litigation shall be kept for one year following the termination of litigation, including all appeals.
- D. Authorized Federal and State representatives shall have access to, and the right to examine, all pertinent documents and records during the five-year post-Contract period. During the five-year post-Contract period, delivery of, and access to, all pertinent documents and records will be at no cost to the Department.
- E. The Provider shall be liable for any State or Federal audit exceptions, if applicable, that arise out of any action, inaction, or negligence by the Provider. In the event of an audit exception for which the Provider is liable, the Provider shall have thirty (30) days to remedy that exception. If the Provider fails to remedy that exception within this time period, the Provider shall immediately return to the Department all payments made under this Contract which have been disallowed in the audit exception.
- F. Authorized State and Federal representatives shall at all reasonable times have the right to enter the premises, or such other places, where duties under this Contract are being performed, to inspect, monitor, or otherwise evaluate, the work being performed. All inspections and evaluations shall be performed in such a manner that will not compromise the work unreasonably.
- G. **ACCESS TO PUBLIC RECORDS** - As a condition of accepting a contract for services under this section, a contractor must agree to treat all records, other than proprietary information, relating to personal services work performed under the contract as public records under the freedom of access laws to the same extent as if the work were performed directly by the department or agency. For the purposes of this subsection, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of the contractor and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the contract and information concerning employee and contract oversight and accountability procedures and systems are not proprietary information. The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Contract and make such materials available at its offices at all reasonable times during the period of this Contract and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.

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13. TERMINATION. The performance of work under this Contract may be terminated by the Department, whenever for any reason the Contract Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be affected by the delivery to the Provider of a Notice of Termination specifying the date on which such termination becomes effective.

Either party may terminate this Contract for cause by providing a written notice of termination stating the reason for the termination, a minimum of thirty (30) calendar day ahead of the effective date of the termination. As part of the thirty (30) calendar days written notice of termination, the defaulting party shall have fifteen (15) calendar days to cure the default. If the default is of such a nature that it cannot be cured within fifteen (15) calendar days, the defaulting party shall have such additional time, as the parties may agree to, to cure the default, provided the defaulting party has taken steps to cure the default within the initial fifteen (15) calendar days.

Upon termination, the Department shall pay the Provider for work performed by the Provider prior to the date of Notice of Termination.

14. GOVERNMENTAL REQUIREMENTS. The Provider warrants and represents that it will comply with all applicable governmental ordinances, laws, and regulations.

15. GOVERNING LAW. This Contract shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Contract shall be brought in the State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.

16. STATE HELD HARMLESS. The Provider shall indemnify and hold harmless the Department and its officers, agents, and employees from and against any and all third party claims, liabilities, and costs, including reasonable attorney fees, for any or all injuries to persons or property or claims for money damages, including claims for violation of intellectual property rights, arising from the negligent acts or omissions of the Provider, its employees or agents, officers or Subcontractors in the performance of work under this Contract; provided, however, the Provider shall not be liable for claims arising out of the negligent acts or omissions of the Department, or for actions taken in reasonable reliance on written instructions of the Department.

17. NOTICE OF CLAIMS. The Provider shall give the Contract Administrator immediate notice in writing of any legal action or suit filed related in any way to this Contract , or which may affect the performance of duties under this Contract , and prompt notice of any claim made against the Provider by any Subcontractor, which may result in litigation related in any way to this Contract , or which may affect the performance of duties under this Contract .

18. APPROVAL. This Contract must be approved by the State Controller and the State Purchases Review Committee before it can be considered a valid enforceable document.

19. INSURANCE REQUIREMENTS. The Provider shall procure and maintain insurance against claims for injuries to persons, or damages to property, which may arise from, or in connection to, the fulfillment of this Contract, by the Provider, its agents, representatives, employees, or Subcontractors. The insurance shall be secured by the Provider, at the Provider's expense, and maintained in force, at all times during the term of this Contract, and, for any claims-made (as opposed to occurrence-based) policy(ies), for a period of not less than two (2) years thereafter.

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A. Minimum Coverage

- i. Errors & Omissions, or Professional Liability Insurance, or Insurance by any other name, covering the following:
 - a) All acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret) in an amount not less than \$1,000,000 per occurrence, and as an annual aggregate;
 - b) Network security and privacy risks, including, but not limited to, unauthorized access, failure of security, breach of privacy, wrongful disclosure, collection, or other negligence in the handling of confidential information, related regulatory defense, and penalties in an amount not less than \$1,000,000 per occurrence, and as an annual aggregate;
 - c) Data breach expenses, in an amount not less than (see NOTE below and insert the appropriate limit based upon the number of Personally Identifiable Information records) \$ 400,000_____, and payable, whether incurred by the Department or the Provider; for and on behalf of the Department, including, but not limited to:
 - C.1) Consumer notification, whether or not required by law;
 - C.2) Forensic investigations;
 - C.3) Public relations and crisis management fees; and
 - C.4) Credit or identity monitoring, or similar remediation services.

The policy shall affirm coverage for contingent bodily injury and property damage arising from the failure of the Provider’s technology services, or an error, or omission, in the content of, and information from, the Provider. If a sub-limit applies to any element of the coverage, the certificate of insurance must specify the coverage section and the amount of the sub-limit.

NOTE: *Personally Identifiable Information (PII) is information that can be used to identify a single person, such as name, social security number, date and place of birth, mother's maiden name, driver's license, biometrics, etc. Maine State law also has a more specific definition in 10 M.R.S. §1347(6). The Data Breach component of the Insurance (per occurrence) is pegged to the number of PII records that are the subject of this Contract.*

Number of PII Records	Insurance per Occurrence
1 through 3,000	\$400,000
3,001 through 100,000	\$1,000,000
100,001 through 1,000,000	\$5,000,000
Greater than 1,000,000	\$10,000,000

- ii. Workers’ Compensation and employer’s liability, as required by law;
- iii. Property (including contents coverage for all records maintained pursuant to this Contract): \$1,000,000 per occurrence;

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- iv. Automotive Liability of not less than \$400,000 per occurrence single limit if the Provider will use vehicles to fulfill the contract;
- v. Crime, in an amount not less than \$400,000 (The total monetary amount potentially at risk due to this contract; or Cash Currency and Negotiable Securities actually entrusted to this Provider); and
- vi. Business Interruption, in an amount that would allow the Provider to maintain operations in the event of a Property loss.

B. Other Provisions - Unless explicitly waived by the Department, the insurance policies shall contain, or be endorsed to contain, the following provisions:

- i. The Provider's insurance coverage shall be the primary and contributory. Any insurance or self-insurance maintained by the Department for its officers, agents, and employees shall be in excess of the Provider's insurance and shall not contribute to it.
- ii. The Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- iii. The Provider shall furnish the Department with certificates of insurance, and with those endorsements, if any, affecting coverage, required by these Insurance Requirements. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the Department before this Contract commences. The Department reserves the right to require complete, certified copies of all required insurance policies at any time.
- iv. All policies should contain a revised cancellation clause allowing thirty (30) days notice to the Department in the event of cancellation for any reason, including nonpayment.
- v. The Department will not grant the Provider, or any sub-contractor of the Provider, "Additional Insured" status and the Department will not grant any Provider a "Waiver of Subrogation".

20. NON-APPROPRIATION. Notwithstanding any other provision of this Contract, if the State does not receive sufficient State, Federal, or other sources of funds to fund this Contract and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from State or Federal legislative, executive or judicial bodies, then the State is not obligated to make payment under this Contract.

21. SEVERABILITY. The invalidity or unenforceability of any particular provision, or part thereof, of this Contract shall not affect the remainder of said provision, or any other provisions, and this Contract shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

22. ORDER OF PRECEDENCE. In the event of a conflict between the documents comprising this Contract, the Order of Precedence shall be:

Rider C Exceptions

Rider B-IT Terms and Conditions

Rider A Scope of Work

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Funding Rider

Rider D Included at Department's Discretion

Rider E Included at Department's Discretion

Rider F Included at Department's Discretion

Rider G Identification of Country in which contracted work will be performed

ATTACHMENT A: Confidentiality and Non-Disclosure Agreement

ATTACHMENT B: Business Associate Agreement included at Department's Discretion

Other Included at Department's Discretion

Notice: No terms on provider's invoices, ordering documents, website, browse-wrap, shrink-wrap, click-wrap, click-through or other non-negotiated terms and conditions provided with any of the contract activities will constitute a part or amendment of this contract or is binding on the State for any purpose. All such other terms and conditions have no force and effect and are deemed rejected by the State, even if access to or use of the contract activities requires affirmative acceptance of such terms and conditions.

- 23. FORCE MAJEURE.** The performance of an obligation by either party shall be excused in the event that performance of that obligation is prevented by an act of God, act of war, riot, fire, explosion, flood, pandemic or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party.
- 24. SET-OFF RIGHTS.** The State shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any monies due to the Provider under this Contract, up to any amounts due and owing to the State with regard to this Contract, any other Contract with any State department or agency, including any Contract for a term commencing prior to the term of this Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.
- 25. ENTIRE CONTRACT.** This document contains the entire Contract of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Contract that any implied waiver occurred between the parties, which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Contract, or to exercise an option or election under the Contract, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Contract shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Contract or at law.

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26. AMENDMENT. No changes, modifications, or amendments in the terms and conditions of this Contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Provider.

27. DEBARMENT AND PERFORMANCE CERTIFICATION. By signing this Contract, the Provider certifies to the best of Provider's knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this Contract:

- A. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.
- B. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
 - i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.
 - ii. Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
 - iv. Have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.

28. STATE PROPERTY. The Provider shall be responsible for the proper custody, care and return of any Department or State-owned property furnished or state-funded for the Provider's use in connection with the performance of this Contract, and the Provider will reimburse the Department for its loss or damage, normal wear and tear excepted.

29. CYBERSECURITY AND PROHIBITED TECHNOLOGIES. Through the execution of this contract, the Provider certifies that the aforementioned organization, its principals and any subcontractors named in this Contract:

- A. is not a foreign adversary business entity, <https://www.maine.gov/oit/prohibited-technologies>, [Title 5 M.R.S. §2021 \(3\)](#); and
- B. is not on the list of prohibited companies or does not obtain or purchase any information or communications technology or services included on the list of prohibited information and communications technology and services <https://www.maine.gov/oit/prohibited-technologies>, [Title 5 M.R.S. §2030-B](#).

Contracts entered into by a state agency in violation of [Title 5 M.R.S. §2030-B](#) are void. A person who executes this contract in violation of this section commits a civil violation for which a fine may be adjudged in an amount that is twice the amount of this contract or \$250,000, whichever is greater, ([Title 5 M.R.S., §2030-A](#)).

30. CONFIDENTIALITY.

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- A. Subject to the Maine Freedom of Access Act (FOAA), [Title 1 M.R.S. §400](#) et seq., “confidential information” means non-public information designated as protected from disclosure under state or federal law. Confidential information given to the Provider by the Department, or acquired by the Provider on behalf of the Department, whether in verbal, written, electronic, or any other format, shall be subject to the requirements herein. The term “confidential information” does not include any information or documentation that is subject to disclosure under FOAA.
- B. In conformance with applicable Federal and State statutes, regulations, and ethical standards, the Provider and the Department shall take all necessary steps to protect confidential information regarding all persons served by the Department, including the proper care, custody, use, and preservation of records, papers, files, communications, and any such items that may reveal confidential information about persons served by the Department, or whose information is utilized in order to accomplish the purposes of this Contract.
- C. In the event of a breach of this confidentiality provision, the Provider shall notify the Contract Administrator immediately.
- D. The Provider shall comply with the [Maine Public Law, Title 10, Chapter 210-B \(Notice of Risk to Personal Data Act\)](#).
- 31. TARIFFS.** Any price increases implemented by the provider due to the imposition of tariffs shall remain in effect only for the duration that such tariffs are in place. In the event of the repeal or reduction of any applicable tariff(s), the provider shall immediately return to the original price list or make a proportional reduction in the price to reflect the decrease in tariff(s). Price adjustments under this clause shall be made in good faith and without undue delay upon confirmation via documents reflecting tariff changes.
- 32. LIMITATION OF LIABILITY.** The Provider’s liability to the Department, for damages sustained by the Department, as the result of Provider’s default, or acts, or omissions, in the performance of work under this Contract, whether such damages arise out of breach, negligence, misrepresentation, or otherwise, shall be the greater of any actual direct damages, up to the limits of the insurance required herein, or three times the value of the Product or Service that is the subject of this Contract, up to a maximum of \$25,000,000, but not less than \$400,000.

For instance, if this Contract is valued at \$15,000,000, then the Provider's liability is up to \$25,000,000. But if this Contract is valued at \$100,000, then the Provider's liability is no greater than \$400,000.

Notwithstanding the above, Provider shall not be liable to the Department for any indirect or consequential damages not covered by any of the insurances required herein.

33. INTERPRETATION OF THE CONTRACT.

- A. Reliance on Policy Determinations - The Department shall determine all program policy. The Provider may, from time to time, request the Department to make policy determinations, or to issue operating guidelines required for the proper performance of this Contract, and the Contract Administrator shall respond in writing in a timely manner. The Provider shall be entitled to rely upon, and act in accordance with, such written policy determinations and

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operating guidelines, unless subsequently amended, modified, or changed in writing by the Department, and shall incur no liability in doing so unless the Provider acts negligently, maliciously, fraudulently, or in bad faith. Nothing contained in this Contract, or in any Contract, determination, operating guideline, or other communication from the Department shall relieve the Provider of its obligation to keep itself informed of applicable State and Federal laws, regulations, policies, procedure, and guidelines, to be in complete compliance and conformity therewith.

- B. Titles Not Controlling - Titles of sections and paragraphs used in this Contract are for the purpose of facilitating ease of reference only and shall not be construed to imply a contractual construction of the language.
- C. No Rule of Construction - This is a negotiated Contract and no rule of construction shall apply that construes ambiguous or unclear language in favor of or against any party.

34. PERIOD OF WORK. Work under this Contract shall begin no sooner than the date on which this Contract has been fully executed by the parties and approved by the Controller and the State Purchases Review Committee. Unless terminated earlier, this Contract shall expire on the date set out on the first page of this Contract, or at the completion and acceptance of all specified tasks, and delivery of all contracted products and services as defined in this Contract, including performance of any warranty and/or maintenance Contracts, whichever is the later date.

35. NOTICES. All notices under this Contract shall be deemed duly given: 1) upon delivery, if delivered by hand against receipt, or 2) five (5) business days following posting, if sent by registered or certified mail, return receipt requested. Either party may change its address for notification purposes by giving written notice of the change and setting forth the new address and an effective date.

36. ADVERTISING AND PUBLICATIONS. The Provider shall not publish any statement, news release, or advertisement pertaining to this Contract without the prior written approval of the Contract Administrator. Should this Contract be funded, in whole or in part, by Federal funds, then in compliance with the Steven's Amendment, it will be clearly stated when issuing statements, press releases, requests for proposals, bid solicitations, and other documents: (1) the percentage of the total cost that was financed with Federal moneys; and (2) the dollar amount of Federal funds.

37. LOBBYING.

- A. Public Funds - No Federal or State-appropriated funds shall be expended by the Provider for influencing, or attempting to influence, an officer or employee of any agency, a member of Congress or State Legislature, an officer or employee of Congress or State Legislature, or an employee of a member of Congress or State Legislature, in connection with any of the following covered actions: the awarding of any Contract; the making of any grant; the entering into of any cooperative Contract; or the extension, continuation, renewal, amendment, or modification of any Contract, grant, or cooperative Contract. Signing this Contract fulfills the requirement that Providers receiving over \$100,000 in Federal or State funds file with the Department on this provision.

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- B. Federal Certification - Section 1352 of Title 31 of the US Code requires that funds appropriated to a Federal agency be subject to a requirement that any Federal Provider or grantee (such as the Department) certifies that no Federal funds will be used to lobby or influence a Federal officer or member of Congress.

The certification the Department has been required to sign provides that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including sub-agreements, sub-grants, and contracts under grants, loans, and cooperative Contracts) and that all sub-recipients shall verify and disclose accordingly. The certification also requires the completion of Federal lobbying reports and the imposition of a civil penalty of \$10,000 to \$100,000 for failing to make a required report. As a sub-recipient, the Provider understands and agrees to the Federal requirements for certification and disclosure.

- C. Other Funds - If any non-Federal or State funds have been or will be paid to any person in connection with any of the covered actions in this section, the Provider shall complete and submit a "Disclosure of Lobbying Activities" form to the Department.

38. PROVIDER PERSONNEL.

- A. The parties recognize that the primary value of the Provider to the Department derives directly from its Key Personnel assigned in the performance of this Contract. Key Personnel are deemed to be those individuals whose résumés were offered by the Provider in the Proposal. Therefore, the parties agree that said Key Personnel shall be assigned in accordance with the time frames in the most recent mutually agreed upon project schedule and work plan, and that no re-deployment or replacement of any Key Personnel may be made without the prior written consent of the Contract Administrator. Replacement of such personnel, if approved, shall be with personnel of equal or greater abilities and qualifications.
- B. The Department shall retain the right to reject any of the Provider's employees whose abilities and qualifications, in the Department's judgment, are not appropriate for the performance of this Contract. In considering the Provider's employees' abilities and qualifications, the Department shall act reasonably and in good faith.
- C. During the course of this Contract, the Department reserves the right to require the Provider to reassign or otherwise remove any of its employees found unacceptable by the Department. In considering the Provider's employees' acceptability, the Department shall act reasonably and in good faith.
- D. In signing this Contract, the Provider certifies to the best of its knowledge and belief that it, and all persons associated with this Contract, including any Subcontractors, including persons or corporations who have critical influence on or control over this Contract, are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any Federal or State department or agency.
- E. During the course of this Contract, the Department reserves the right to require a background check on any of the Provider's personnel (employees and Subcontractors) that are in any way involved in the performance of this Contract.

39. PATENT, COPYRIGHT, AND OTHER PROPRIETARY RIGHTS.

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- A. The Provider certifies that all services, equipment, software, supplies, and any other products provided under this Contract do not, and will not, infringe upon or violate any patent, copyright, trade secret, or any other proprietary right of any third party. In the event of any claim by a third party against the Department, the Department shall promptly notify the Provider and the Provider, at its expense, shall defend, indemnify, and hold harmless the Department against any loss, cost, expense, or liability arising out of such claim, including reasonable attorney fees.
- B. The Provider may not publish or copyright any data without the prior approval of the Department. The State and the Federal Government, if applicable, shall have the right to publish, duplicate, use, and disclose all such data in any manner, and for any purpose whatsoever, and may authorize others to do so.

40. PRODUCT WARRANTY. The Provider expressly warrants its products and services for one full year from their final written acceptance by the Department. The responsibility of the Provider with respect to this warranty is limited to correcting deficiencies in any deliverable using all the diligence and dispatch at its command, at no additional cost to the Department. The Provider is also responsible for correcting and/or updating any documentation affected by any operational support performed under this warranty provision.

41. COVER. If, in the reasonable judgment of the Contract Administrator, a breach or default by the Provider is not so substantial as to require termination, and reasonable efforts to induce the Provider to cure the breach or default are unavailing, and the breach or default is capable of being cured by the Department or by another contractor without unduly interfering with the continued performance by the Provider, then the Department may provide or procure the services necessary to cure the breach or default, in which event the Department shall withhold from future payments to the Provider the reasonable costs of such services.

42. OWNERSHIP.

- A. All data (including Geographical Information Systems data), notebooks, plans, working papers and other works produced, and equipment and products purchased in the performance of this Contract are the property of the Department, or the joint property of the Department and the Federal Government, if Federal funds are involved. The State (and the Federal Government, if Federal funds are involved) shall have unlimited rights to use, disclose, duplicate, or publish for any purpose whatsoever all information and data developed, derived, documented, or furnished by the Provider under this Contract, or equipment and products purchased pursuant to this Contract. The Provider shall furnish such information and data, upon the request of the Department, in accordance with applicable Federal and State laws.
- B. Upon termination of this Contract for any reason, or upon request of the Department, the Provider agrees to convey to the Department good titles to purchased items free and clear of all liens, pledges, mortgages, encumbrances, or other security interests.

43. CUSTOM SOFTWARE. For all custom software furnished by the Provider as part of this Contract, the following terms and conditions shall apply:

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- A. The Department shall own all custom software. The Department shall grant all appropriate Federal and State agencies a royalty-free, non-exclusive, and irrevocable license to reproduce, modify, publish, or otherwise use, and to authorize others to do so, all custom software. Such custom software shall include, but not be limited to, all source, object and executable code, operating system instructions for execution, data files, user and operational/administrative documentation, and all associated administrative, maintenance, and test software that are relevant to this Contract.
- B. A fundamental obligation of the Provider is the delivery to the Department of all ownership rights to the complete system, free of any claim or retention of rights thereto by the Provider. The Provider acknowledges that this system shall henceforth remain the sole and exclusive property of the Department, and the Provider shall not use or describe such software and materials without the written permission of the Department. This obligation to transfer all ownership rights to the Department on the part of the Provider is not subject to any limitation in any respect.

44. OFF-THE-SHELF (OTS) SOFTWARE. For all OTS software purchased by the Provider as part of this Contract, the following terms and conditions shall apply.

- A. This Contract grants to the Department a non-exclusive and non-transferable license to use the OTS software and related documentation for its business purposes. The Department agrees that the Provider may, at its own expense, periodically inspect the computer site in order to audit the OTS software supplied by the Provider, installed at the Department's site, at mutually agreed upon times. In the event that a separate license Contract accompanies the OTS software, then the terms of that separate license Contract supersede the above license granted for that OTS software.
- B. This Contract does not transfer to the Department the title to any intellectual property contained in any OTS software. The Department will not decompile or disassemble any OTS software provided under this Contract, or modify any OTS software that bears the copyright notice of a third party. The Department will make and maintain no more than one archival copy (for back-up purpose) of each OTS software, and each copy will contain all legends and notices, and will be subject to the same conditions and restrictions as the original.
- C. If the CPU on which any OTS software is licensed becomes temporarily unavailable, use of such OTS software may be temporarily transferred to an alternative CPU until the original CPU becomes available.

45. SOFTWARE AS SERVICE. When the software is fully owned, hosted, and operated by the Provider, and the Department uses said software remotely over the Internet, the following terms and conditions shall apply:

- A. The Provider, as depositor, shall enter into an escrow contract, upon terms acceptable to the Department, with a recognized software Escrow Agent. The escrow contract must provide for the Department to be an additional party/beneficiary. The Provider shall deposit with the Escrow Agent the software, all relevant documentation, and all of the Department's data, and all updates thereof (the "Deposit Materials"), in electronic format. Deposits will occur no less frequently than once a month.

STATE OF MAINE | GENERAL TERMS & CONDITIONS (IT)

- B. The escrow contract shall provide for the retention, administration, and controlled access of the Deposit Materials, and the release of the Deposit Materials to the Department, upon receipt of a joint written instruction from the Department and the Provider, or upon receipt of written notice from the Department that:
- i. The Provider has failed to carry out its obligations set forth in this Contract; or
 - ii. A final, non-appealable judicial determination that the Provider has failed to continue to do business in the ordinary course; or
 - iii. The Provider has filed a voluntary petition in bankruptcy, or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, or becomes subject to an involuntary petition in bankruptcy, which petition or proceeding is not dismissed or unstayed within sixty (60) days from the date of filing; or
 - iv. The Provider is in material breach of its maintenance and support obligations and has failed to cure such breach within thirty (30) days from the date of receipt by the Provider of written notice of such breach; or
 - v. A condition has occurred that materially and adversely impacts the Provider's ability to support the software and the Provider has failed to cure such condition within thirty (30) days from the date of receipt by the Provider of written notice of such condition.
- C. The Provider is responsible for all fees to be paid to the Escrow Agent.
- D. The Escrow Agent may resign by providing advance written notice to both the Department and the Provider at least thirty (30) calendar days prior to the date of resignation. In such an event, it is the obligation of the Provider to establish a new escrow account with a new Escrow Agent.

46. PRICE PROTECTION.

- A. The Provider shall ensure that all prices, terms, and warranties included in this Contract are comparable to, or better than, the equivalent terms being offered by the Provider to any present customer meeting the same qualifications or requirements as the Department. If, during the term of this Contract, the Provider enters into Contract(s) that provide more favorable terms to other comparable customer(s), the Provider shall provide the same terms to the Department.
- B. If Federal funding is used for the acquisition of products and/or services under this Contract, interest cannot be paid under any installment purchase or lease-purchase Contract entered into as a part of this Contract.

STATE OF MAINE | GENERAL TERMS & CONDITIONS (IT)



MASTER AGREEMENT CONTRACT

DATE: 5/27/2021

ADVANTAGE CONTRACT #: 18P 21052700000000000128

CONTRACTED SERVICE: Web Based Auctions

START DATE: 6/1/2021

END DATE: 4/30/2025

This Contract, is between the following Department of the State of Maine and Provider:

State of Maine DEPARTMENT

Department of Administrative and Financial Services

Address: SHS #9, Burton Cross Building

City: Augusta

State: ME

Zip Code: 04333

PROVIDER

IRONPLANET INC dba GovPlanet

Address: 3825 Hopyard Road, Suite 250

City: Pleasanton

State: CA

Zip Code: 94588

Provider's Vendor Customer #: VC0000228256

Each signatory below represents that the person has the requisite authority to enter into this Contract. The parties sign and cause this Contract to be executed.

Department of Administrative and Financial Services

IRONPLANET INC dba GovPlanet

DocuSigned by:

David Morris

2A644AE5681E482...

David Morris, Acting Chief Procurement Officer

Date 5/1/2023

DocuSigned by:

Richard Polish

B06F70FE78434CA...

Richard Polish, Territory Manager

Date 5/1/2023

Contract reviewed for the Department by:

ACRONYMS/DEFINITIONS:

The following terms and acronyms shall have the meaning indicated below as referenced in this Contract:

COMMONLY KNOWN ACRONYMS AND DEPARTMENT ABBREVIATIONS	
Agreement Administrator	Contract Administrator
Contract	Formal and legal binding agreement
Department	State of Maine Department Entering into this Contract
Provider	Organization providing services under this Contract
State	State of Maine

DEPARTMENT AND PROVIDER POINT OF CONTACTS

Agreement Administrator: The following person is designated as the Contract Administrator on behalf of the Department for this Contract. All financial reports, invoices, correspondence and related submissions from the Provider as outlined in Rider A, Reports, shall be submitted to:

Name: Harold Jones
 Email: Harold.E.Jones@maine.gov
 Telephone: 207-287-9076

Provider Contact: The following person is designated as the Contact Person on behalf of the Provider for the Contract. All contractual correspondence from the Department shall be submitted to:

Name: Brody Inglis
 Email: binglis@ritchiebros.com
 Telephone: 207-351-7299 or 860-642-4200

RIDERS

<input checked="" type="checkbox"/>	The following riders are hereby incorporated into this Contract and made part of it by reference: (check all that apply)
<input checked="" type="checkbox"/>	Funding Rider
<input checked="" type="checkbox"/>	Invoice, Payments and Cost schedule Rider
<input checked="" type="checkbox"/>	Rider A – Scope of Work
<input checked="" type="checkbox"/>	Rider B – Terms and Conditions
<input checked="" type="checkbox"/>	Rider G – Identification of Country in Which Contracted Work will be Performed
<input checked="" type="checkbox"/>	GOV PLANET Government services Multi-Channel Sales Agreement
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	

**RIDER A
SCOPE OF WORK**

Provider will for any State of Maine non-real estate, non-firearm, property Surplus Properties wants to have sold:

- Inventory
- Provide an Item Number for the item for tracking
- Describe item
- Document milage and/or hours if applicable
- Photograph
- Track VIN or serial numbers
- Provide a list of items to be sold before the sale is advertised
- Advertise items on the GovPlanet website
- Handle sales from start to finish
- Notify State of Maine when an item has been sold
- Share revenue 85% / 15%, 85% going to the State of Maine

Provider will provide a portal for sales reports

RIDER B
TERMS AND CONDITIONS

1. INVOICES AND PAYMENT: Department will pay the Provider as follows: Payment terms are net 30 days from the date the State receives an error-free invoice with all necessary and complete supporting documents. Provider shall submit detailed invoices, itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State. All invoices must include the Department and Advantage Contract numbers for this contract.
2. BENEFITS AND DEDUCTIONS. If the Provider is an individual, the Provider understands and agrees that he/she is an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for his/her Income Tax records.
3. INDEPENDENT CAPACITY. In the performance of this Contract, the parties hereto agree that the Provider, and any agents and employees of the Provider, shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.
4. DEPARTMENT'S REPRESENTATIVE. The Contract Administrator shall be the Department's representative during the period of this Contract. He/she has authority to curtail services if necessary to ensure proper execution. He/she shall certify to the Department when payments under the Contract are due and the amounts to be paid. He/she shall make decisions on all claims of the Provider, subject to the approval of the Commissioner of the Department.
5. CHANGES IN THE WORK. The Department may order changes in the work, the Contract Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment, signed by both parties and approved by the State Purchases Review Committee. Said amendment must be effective prior to execution of the work.
6. SUB-AGREEMENTS. Unless provided for in this Contract, no arrangement shall be made by the Provider with any other party for furnishing any of the services herein contracted for without the consent and approval of the Contract Administrator. Any sub-agreement hereunder Entered into subsequent to the execution of this Contract must be annotated "approved" by the Contract Administrator before it is reimbursable hereunder. This provision will not be taken as requiring the approval of contracts of employment between the Provider and its employees assigned for services thereunder.
7. SUBLETTING, ASSIGNMENT OR TRANSFER. The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Contract or any portion thereof, or of its right, title or interest therein, without written request to and written consent of the Contract Administrator. No subcontracts or transfer of Contract shall in any case release the Provider of its liability under this Contract.
8. EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this Contract, the Provider agrees as follows:
 - a. The Provider shall not discriminate against any employee or applicant for employment relating to this Contract because of race, color, religious creed, sex, national origin, ancestry, age, physical or

mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Provider shall take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

- b. The Provider shall, in all solicitations or advertising for employees placed by or on behalf of the Provider relating to this Contract, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.
 - c. The Provider shall send to each labor union or representative of the workers with which it has a collective bargaining Contract, or other Contract or understanding, whereby it is furnished with labor for the performance of this Contract a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - d. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.
 - e. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.
 - f. Providers and subcontractors with Contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs, which programs must conform with applicable state and federal laws, rules and regulations.
 - g. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Contract so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
9. EMPLOYMENT AND PERSONNEL. The Provider shall not engage on a full-time, part-time or other basis during the period of this Contract, any (a) state employee or (b) any former state employee who participated in any way in the solicitation, award or administration of this Agreement. This restriction shall not apply to regularly retired employees or any employee who has out of state employment for a period of twelve (12) months.
10. WARRANTY. The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Contract and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Contract.

For breach or violation of this warranty, the Department shall have the right to annul this Contract without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

11. ACCESS TO RECORDS. As a condition of accepting an Contract for services under this section, a Provider must agree to treat all records, other than proprietary information, relating to personal services work performed under the Contract as public records under the freedom of access laws to the same extent as if the work were performed directly by the Department or agency. For the purposes of this subsection, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of the Provider and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the Contract and information concerning employee and Contract oversight and accountability procedures and systems are not proprietary information. The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Contract and make such materials available at its offices at all reasonable times during the period of this Contract and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.
12. TERMINATION. (a) The performance of work under the Contract may be terminated by the Department whenever for any reason the Contract Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be effected by delivery to the Provider of a Notice of Termination specifying the date on which such termination becomes effective. Upon such termination, the Department shall pay the Provider for work performed by the Provider prior to the date of Notice of Termination. (b) Either party may terminate this Agreement for cause by providing a written notice of termination stating the reason for the termination. Upon receipt of the notice of termination, the defaulting party shall have fifteen (15) business days to cure the default. If the default is of such a nature that it cannot be cured within fifteen (15) business days, the defaulting party shall have such additional time, as the parties may agree to, to cure the default, provided the defaulting party has taken steps to cure the default with the initial 15 days.
13. GOVERNMENTAL REQUIREMENTS. The Provider warrants and represents that it will comply with all governmental ordinances, laws and regulations.
14. GOVERNING LAW. This Contract shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Contract shall be brought in State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.
15. STATE HELD HARMLESS. The Provider shall indemnify and hold harmless the Department and its officers, agents, and employees from and against any and all third party claims, liabilities, and costs, including reasonable attorney fees, for any or all injuries to persons or property or claims for money damages, including claims for violation of intellectual property rights, arising from the negligent acts or omissions of the Provider, its employees or agents, officers or Subcontractors in the performance of work under this Agreement; provided, however, the Provider shall not be liable for claims arising out of the negligent acts or omissions of the Department, or for actions taken in reasonable reliance on written instructions of the Department.

16. NOTICE OF CLAIMS. The Provider shall give the Contract Administrator immediate notice in writing of any legal action or suit filed that is related in any way to the Contract or which may affect the performance of duties under the Contract, and prompt notice of any claim made against the Provider by any subcontractor which may result in litigation related in any way to the Contract or which may affect the performance of duties under the Contract.
17. APPROVAL. This Contract must have the approval of the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.
18. INSURANCE. The Provider shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Contract with adequate liability coverage to protect itself and the Department from suits. Providers insured through a "risk retention group" insurer prior to July 1, 1991, may continue under that arrangement. Prior to or upon execution of this Contract, the Provider shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy.
19. NON-APPROPRIATION. Notwithstanding any other provision of this Contract, if the State does not receive sufficient funds to fund this Contract and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Contract.
20. SEVERABILITY. The invalidity or unenforceability of any particular provision, or part thereof, of this Contract shall not affect the remainder of said provision or any other provisions, and this Contract shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.
21. ORDER OF PRECEDENCE. In the event of a conflict between the documents comprising this Agreement, the Order of Precedence shall be:
- Rider C Exceptions
 - Rider B Terms and Conditions
 - Rider A Scope of Work
 - Payment Rider
 - Rider D Included at Department's Discretion
 - Rider E Included at Department's Discretion
 - Rider F Included at Department's Discretion
 - Rider G Identification of Country in which contracted work will be performed
 - Business Associate Agreement included at Department's Discretion
 - Other Included at Department's Discretion
22. FORCE MAJEURE. The performance of an obligation by either party shall be excused in the event that performance of that obligation is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party.
23. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off

any monies due to the Provider under this Contract up to any amounts due and owing to the State with regard to this Contract, any other Contract, any other Contract with any State department or agency, including any Contract for a term commencing prior to the term of this Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.

24. **ENTIRE CONTRACT.** This document contains the entire Contract of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Contract that any implied waiver occurred between the parties, which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Contract, or to exercise an option or election under the Contract, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Contract shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Contract or at law.
25. **AMENDMENT:** No changes, modifications, or amendments in the terms and conditions of this Contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Provider.
26. **DEBARMENT, PERFORMANCE, AND NON-COLLUSION CERTIFICATION:** By signing this Contract, the Provider certifies to the best of Provider's knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this Contract:
- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.
 - b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
 - i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.
 - ii. Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
 - iv. Have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.
 - c. Have not Entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

RIDER G

IDENTIFICATION OF COUNTRY

IN WHICH CONTRACTED WORK WILL BE PERFORMED

Please identify the country in which the services purchased through this contract will be performed:

United States. Please identify state: Maine

Other. Please identify country: Enter Country

Notification of Changes to the Information

The Provider agrees to notify the Division of Procurement Services of any changes to the information provided above.



ADDENDUM

AGENCY: State of Maine	EFFECTIVE DATE: 03/02/2023
AGREEMENT: Government Services Multi-Channel Sales Agreement Executed Mar/02/2022	ADDENDUM NO: 515231-1

This **ADDENDUM** ("Addendum") is entered into as of the Effective Date listed above by and between **IRONPLANET, INC.**, a Delaware corporation ("**IronPlanet**") and the customer identified above ("**Agency**") (each a "**Party**" and collectively, the "**Parties**"). The Parties previously entered in the Agreement specified above and have agreed to amend the Agreement as specified herein. Unless otherwise defined, capitalized terms used herein shall have the same meaning ascribed to them in the Agreement. This Addendum and Agreement contain the entire agreement of the Parties with respect to the subject matter hereof and supersede all previous communications, representations, understandings and agreements, either oral or written, between the Parties. Nothing in this Addendum shall be deemed to waive or modify any of the provisions of the Agreement, or any previous addendum thereto except as expressly provided herein, and all other terms and conditions of the Agreement shall remain in full force and effect. In the event of any conflict between the Agreement, this Addendum, or any other addendum thereof, the document later in time shall prevail.

Section 4.4, Term and Termination, shall be revised to extend the term of the Agreement for a one-year period. The Agreement shall be in place from March 2, 2023 through March 2, 2024.

IN WITNESS WHEREOF, the Parties hereto have caused this Addendum to be executed by their duly authorized representatives as of the Effective Date, and each represents and warrants to the other that it has validly entered into this Addendum and has the legal power to do so.

AGENCY DocuSigned by:
 By: Harold Jones
44364157AB6E4D5...
 Name: Harold Jones
 Title: Central Services
 Date: 5/1/2023

IRONPLANET, INC.
 By: [Signature]
 Name: Richard Polish
 Title: Territory Manager
 Date: 3/1/23 5/1/2023

DS
RP

(Rev. 02/07/19)



**GOVERNMENT SERVICES
MULTI-CHANNEL SALES AGREEMENT**

LEGAL NAME OF AGENCY: State of Maine	DATE: 3.2.22
ADDRESS: 85 LEIGHTON RD, AUGUST, ME 04333	REGIONAL MANAGER, GOVERNMENT: Rick Polish

This MULTI-CHANNEL SALES AGREEMENT (this "Agreement") is entered into as of the date first written above (the "Effective Date") by and between the entities set out in Schedule B (collectively, the "Company") and the customer identified above (the "Agency") for the sale of Equipment through the Marketplaces or a Live Auction Event.

1. AGENCY INFORMATION

Authorized Representative	Harold Jones
Title of Authorized Representative	Central Services Manager
Email	Harold.E.Jones@maine.gov
Telephone	207.287.2923

2. COMMERCIAL TERMS

The Agency authorizes Company to offer and sell the equipment listed on one or more lists of equipment provided to Company in the form attached as Schedule A ("Equipment") for sale by Company through one or more of Company's online marketplace events hosted by www.govplanet.com (each a "Marketplace") and/or through an unreserved public auction occurring at an Company site or designated offsite location (the "Live Auction Event"), as indicated by the "Sale Type" selected by the Agency and noted on Schedule A. Company hereby extends the following sales options to Agency for its disposition needs and Agency shall indicate its selection of a transaction type by initialing next to the desired option(s).

Options	Terms and Fees
x Online Onsite <i>(Sold online from Agency's location)</i>	Auction Revenue will be shared 85% / 15% with 85% going to the Agency and 15% going to Company. *Auction Revenue* is defined as the gross selling price of a unit plus the buyer's transaction fee.
Do It Yourself <i>(Self-listings through GovPlanet Direct)</i>	Commission. Company will be entitled to a commission of 2.5% for items that sell on GovPlanet Direct.
Physical Offsite <i>(Sold offsite at Company's location)</i>	Commission. For Equipment sold through a Live Auction Event, Company will be entitled to a commission based on the gross sale price and other fees as set forth below: (a) 9.5% for any lot in excess of \$2,500.00; and (b) 19.5% for any lot realizing \$2,500.00 or less, with a minimum fee of \$100.00 per lot. Refurbishment. The Agency elects to have Company arrange for the welding, sandblasting, painting, cleaning, and other refurbishing (the "Refurbishing") of the Equipment to a standard acceptable to Company. <input type="checkbox"/> YES <u>OR</u> <input type="checkbox"/> NO Should Company organize and pay for the Refurbishing of any part of the Equipment, Company will be reimbursed for these costs plus 10% provided that the total cost will not exceed _____ dollars (\$_____) without the Agency's consent. Fuel/Batteries Cost. The Agency will reimburse Company for the cost plus 10% of fuel and batteries as Company deems necessary for demonstration and sale of the Equipment.

3. TERMS AND CONDITIONS

All sales of Equipment will also be subject to the terms and conditions set out in Schedule B to this Agreement (the "Terms and Conditions").

4. TITLED EQUIPMENT

The Agency hereby appoints Company as its attorney-in-fact with a limited power of attorney ("LPOA") to execute on the Agency's behalf, all documents necessary and required to transfer title to, and permit registration of ownership of, any portion of the Equipment to the buyer; provided, however, if original titles or a notarized LPOA are required by federal, state, provincial or local regulation to transfer title, the Agency will provide Company with either, as applicable, (i) signed original titles, or (ii) a notarized LPOA and unsigned original titles at least two weeks prior to the Live Auction Event for Equipment or the time of listing for the Marketplace(s). Failure to provide title(s) and/or an LPOA as required will prevent the Equipment being made available for sale until such documentation is provided.

5. LIENS/ENCUMBRANCES

ARE THERE ANY LIENS ON THE EQUIPMENT?	<input type="checkbox"/> YES <u>OR</u> <input checked="" type="checkbox"/> NO
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AGENCY'S INTERNAL CONTACT REGARDING LIENS AND TITLES <i>(Name/Phone/Fax/Email):</i>	
<p>1. If "Yes", please provide information for each of the lien holders as requested in the applicable Schedule.</p> <p>2. Unless otherwise disclosed in the applicable Schedule, the undersigned, on behalf of the Agency, represents and warrants that all Equipment is or will be free of all liens, charges, security interests, tax or duty obligations or other encumbrances (the "Encumbrances") prior to being placed for sale in a Live Auction Event or on the Marketplace(s).</p> <p>3. The Agency: (i) authorizes Company to conduct lien searches on the Equipment; (ii) authorizes Company to contact potential lien holders for the disclosure of Encumbrances and to obtain pay-off balances and releases; (iii) consents to the release to Company of any and all information pertaining to any such lien, charge, encumbrance or security interest; and (iv) assigns proceeds from the sale of the Equipment as may be required to discharge and satisfy all charges, liens, claims and encumbrances in respect of the Equipment.</p>	
6. MISCELLANEOUS	
Trademarks	In connection with the Agency's use of the Marketplace and/or Live Auction Event, Company may use the Agency's name, trademark, logos, service marks and other designations ("Marks") to list the Agency as a reference customer and to advertise, promote and market the Equipment. The Agency hereby grants to Company and represents and warrants that the Agency has a right to grant, a non-exclusive, worldwide license to use, publicly display and perform, reproduce, and distribute the Marks, solely as permitted in this Agreement, including distributing e-mails to potential buyers that incorporate Marks.
Entire Agreement; Priority	This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties. In the event of a conflict between the provisions of this Agreement and the Terms and Conditions, this Agreement will control.
Equipment Details	Set forth on <u>Schedule C</u> are supplemental Equipment details required for inspection and buyer pickup.
Counterparts	This Agreement may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument. Execution and delivery of this Agreement may be evidenced by facsimile, PDF, electronic signature, or acknowledgement email and will hold the same force and effect as an original signature for purposes of binding the parties.
Term	The term ("Term") of this Agreement will be a one (1) year period commencing on the Effective Date. The Agency may request the sale of further equipment during the Term by providing Company with written notification, including a description of the equipment, the proposed platform and auction date and location (if applicable). Company will indicate acceptance by providing the Agency with a schedule in the form of <u>Schedule A</u> for both parties to initial.
Notice	Any notice to Company must be in writing and must be sent via email and by registered mail or overnight courier to the applicable contracting entity at the address set out in <u>Schedule B</u> . Notice to the Agency must be in writing and shall be sent to the address provided by the Agency in this Agreement. Notice shall be deemed to have been given upon three (3) business days after posting by registered mail or one (1) day after delivery to an overnight courier. If the Agency changes its address, the Agency is responsible for providing an updated address to Company.
Currency and Payment	All prices noted in this Agreement are listed in the currency of the country in which the Equipment is located at the time such Equipment is offered for sale. The same currency is to be used for invoice and payment.
Company Structure	Ritchie Bros. Auctioneers Incorporated is the parent company of IronPlanet, Inc. and Ritchie Bros. Auctioneers (America), Inc., the entities performing the services outlined herein. IronPlanet, Inc. operates the online Marketplaces and Ritchie Bros. Auctioneers (America), Inc. operates the Live Auction Events. GovPlanet is a d/b/a of IronPlanet, Inc., dedicated to the management and support of government agencies by offering the combined services of the Company as outlined herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date, and each represents and warrants to the other that it has validly entered into this Agreement and has the legal power to do so.

AGENCY: State of Maine Surplus Property
By: *[Signature]*
Name: Harold Chip Jones
Title: Central Service Manager
Date: 03/16/2022

IRONPLANET, INC.
By: *Rick Polish*
Name: Rick Polish
Title: Territory Sales Manager
Date: 3.17.22

RITCHIE BROS. AUCTIONEERS (AMERICA) INC.
By: *Rick Polish*
Name: Rick Polish
Title: Territory Sales Manager
Date: 3.17.22

**SCHEDULE A TO AGREEMENT
SAMPLE EQUIPMENT LISTING REQUEST FORM**

AGENCY:	DATE OF SUBMISSION:
DATE OF MULTI-CHANNEL SALES AGREEMENT:	

Pursuant to the terms and conditions of the Multi-Channel Sales Agreement referenced above by and between Company and Agency, Agency hereby authorizes Company to place the following Equipment for sale through the Marketplace or Live Auction Event, as applicable:

No.	Seller Ref #	Location	Year	Make	Model	Serial #	Hours / Miles	Sale Type	Insp. Reqs.	Liens (Y/N)	Titled Equip (Y/N)	Features/Equipment Detail; Attachment Detail	Listing Fee
1.													
2.													
3.													
4.													
5.													
6.													
7.													
8.													
9.													
10.													

Agency	Company
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LEGEND:			
Sale Type:	WO = Weekly On-Line; BN = Buy Now; MO = Make Offer;	GPD = GovPlanet Direct R = Reserve LAE = Live Auction Event	Inspection Reqs: FI = Full Inspection B = Photos and Basic Functionality PO = Photos Only (non-powered units)

**SCHEDULE B TO AGREEMENT
TERMS AND CONDITIONS**

The following terms and conditions (the "Terms and Conditions") apply to the sales of Equipment by Company under the Agreement. The Terms and Conditions are separated into three sections: A) Terms and Conditions applicable to both Online Marketplaces and Live Auction Events, B) Terms and Conditions applicable to Online Marketplaces only, and C) Terms and Conditions applicable to Live Auction Events only.

A) Terms and Conditions applicable to both Online Marketplaces and Live Auction Events

- 1. Contracting Parties.** The contracting parties for Company are defined based upon the sales channel of Equipment as set forth in the following table:

Company Contracting Entity	Notice Address
<u>Live Auction Event</u> Ritchie Bros. Auctioneers (America) Inc	4000 Pine Lake Road Lincoln, NE USA 68516 Attn: Legal Counsel legal@ritchiebros.com
<u>Online Marketplaces</u> IronPlanet, Inc.	

- 2. Representations.** You represent and warrant that: (i) no Equipment shall be fraudulent, stolen or counterfeit; (ii) You are duly authorized to enter into the Agreement and sell such Equipment; (iii) You are solvent and have not made any assignment, proposal or other proceeding for the benefit of its creditors; and (vi) You own all right, title and interest in and to the Equipment and the Equipment is free and clear of all liens or other encumbrances, except as otherwise disclosed by you to Company in writing.
- 3. Risk of Loss.** You agree to have the equipment available for transportation, complete with ignition key, to the Buyer no later than one (1) business day after the conclusion of the sale. Agency shall be responsible for loss or damage to the Equipment, other than loss or damage arising as a result of negligence of Company, its agents and employees, until the earlier of: (i) the removal of the Equipment from the posted Equipment location by Buyer or Buyer's designated transportation provider or (ii) receipt by Agency of all proceeds from the sale of Equipment. Thereafter, the Equipment shall be and remain at the risk of Buyer or Buyer's designated transportation provider (and not Company). Company has no obligation to maintain insurance coverage pertaining to the Equipment in the possession of Company for purposes hereunder.
- 4. Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, PUNITIVE, COVER, INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY, INCLUDING LOSS OF REVENUE, PROFITS, OR BUSINESS, ANY LOSS OF GOODWILL OR REPUTATION, OR THE COSTS OF SUBSTITUTE GOODS OR SERVICES, EVEN IF SUCH PARTY OR AN AUTHORIZED REPRESENTATIVE THEREOF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 5. Indemnification.** Company shall indemnify and hold the Agency, its parents, subsidiaries and affiliates, and each of their directors, officers and employees, harmless from all losses, claims, damages, and expenses, including reasonable attorneys' fees (hereafter, "Liabilities"), arising out of or resulting from this Agreement to the extent caused in whole or in part by Company's gross negligence or intentional misconduct. To the extent allowed by law, Agency agrees to indemnify and hold Company, its parents, subsidiaries and affiliates, and each of their directors, officers and employees harmless from and against any and all losses, claims, damages and expenses arising out of or resulting from this Agreement and caused in whole or in part by the gross negligence or willful misconduct of the Agency.
- 6. Termination.** Each party shall have the right, in its sole discretion, to terminate this Agreement with respect to new business upon thirty (30) days prior written notice to the other party; provided, however, that each party shall continue to perform their respective obligations in respect of equipment previously consigned pursuant to the Agreement and shall perform all work necessary for the orderly close-out of the services; after which time the Agreement will be terminated in its entirety. Company shall have the right, in its sole discretion, to terminate the Agreement or rescind the sale of Equipment to a Buyer in whole or in part in the event (a) there are liens, encumbrances or adverse claim on or to any Equipment in addition to those that are listed in the Agreement; (b) your net proceeds are insufficient to discharge creditor claims and pay Company's fees after title is cleared; (c) you are in breach of the Agreement; (d) you have provided inaccurate, fraudulent, outdated or incomplete information during the registration or Listing process or thereafter; (e) you have violated applicable laws, regulations or third party rights; (f) Company believes in good faith that such action is reasonably necessary to protect the safety or property of other customers, Company personnel or third parties; or (g) for fraud prevention, risk assessment, security or investigation purposes. All provisions in this Agreement regarding representations and warranties, indemnification, disclaimers, limitation of liability, and payment obligations for fees incurred prior to the termination date shall survive any termination of the Agreement.
- 7. General Provisions.** The Agreement contains the entire agreement of the parties with respect to the sale of Equipment by Company and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties. This Agreement supersedes and replaces the terms in any Agency purchase order or other ordering document. You and Company are independent contractors. If any provision of the Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be enforced to the maximum extent permissible so as to effect the intent of this Agreement, and the remainder of the Agreement shall continue in full force and effect. The failure by either party to exercise or enforce any rights or provisions of the Agreement shall not constitute a waiver of such right or provision. Any delay in the performance of any duties or obligations of either party will not be considered a breach of the Agreement if such delay is caused by a labor dispute, market shortage of materials, fire, earthquake, flood or any other event beyond the control of such party, provided that such party uses reasonable efforts, under the circumstances, to resume performance as soon as reasonably practicable. In

the event of an assignment, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. The Agreement shall be governed by the laws of the State of Washington. The United Nations Convention on Contracts for the International Sale of Goods and, if you are located in the United States, the Uniform Computer Information Transactions Act, do not apply. Any action against Company arising from or relating to this Agreement or any sale or consignment hereunder shall be commenced in a state or federal court in King County, Washington and you irrevocably consent to the exclusive jurisdiction of such courts. Information provided in this Agreement shall be retained by Company in accordance with its formal Privacy Statement, available at www.rbacution.com or www.ironplanet.com.

B) Terms and Conditions applicable to Online Marketplaces only

1. **Services of Company.** Company offers you the use of the Marketplace, which functions as a platform on which you can list and advertise Equipment for sale to potential buyers ("Buyers"). Each party is acting on its own behalf, and Company is not a party to the subsequent binding obligation to sell/buy the Equipment that is entered into between you and the Buyer. Nor does Company represent either party in the conclusion of such binding obligation. In consideration of your use of the Marketplace for the listing and advertising of Equipment for sale, fees as listed in the Agreement are payable by you. There are five listing formats available on the Marketplace:

- **Online Auctions.** A service where you are able to list and advertise Equipment for sale to the highest bidder who meets or exceeds the opening bid.
- **Buy Now.** A service where you are able to list and advertise Equipment at a Buy Now Price.
- **Make Offer.** A service where you are able to list and advertise Equipment for sale to a bidder at the Asking Price or a Negotiated Price.
- **GovPlanet Direct.** A service where you are able to self-list, advertise and manage the sale of business and surplus assets.
- **Reserve.** A service where you are able to list and advertise Equipment for sale to the highest bidder in a reserved marketplace, where you set the Reserve Price.

The Marketplace shall be the exclusive listing site for the Equipment, and you shall not offer for sale or sell the Equipment in any other manner from the Effective Date until the earlier of (i) the date such Equipment is sold via the Marketplace or (ii) the date you withdraw the equipment from the Marketplace in the event Equipment has not been sold, but in such event no less than ninety (90) days. You hereby extend an irrevocable offer to sell the Equipment, as applicable, (a) to a Buyer who is the highest bidder and who meets or exceeds the opening bid, the Reserve Price, or Asking Price, as applicable, (b) to a Buyer who commits to purchase Equipment at the Buy Now Price; or (c) to a Buyer who commits to purchase Equipment at the Negotiated Price. After the winning bid for a piece of Equipment has been established by Company or the Buyer has (a) committed to purchase the Equipment at the Buy Now Price or the Asking Price or (b) met or exceeded the Reserve Price at the end of the Reserve Period, the bid or purchase commitment of Buyer will be automatically accepted by you and a binding obligation to purchase and sell between you and Buyer is automatically concluded ("Binding Obligation"). All applicable terms and conditions of this Agreement shall apply to the Binding Obligation. Further, for Make Offer listings, you may accept or counter an offer below the Asking Price. In the event that you accept an offer, or the Buyer accepts your Counter Offer (the "Negotiated Price"), the Binding Obligation is concluded, and all terms herein shall apply. Buyer and Agency will be notified of such Binding Obligation by an email or other notification that is generated automatically by the Marketplace. Subject to your receipt of payment for the Equipment, you, at your own expense, shall deliver a bill of sale and such other documentation as may be reasonably necessary to transfer title to the Equipment to Buyer. The timing of the sale of Equipment and opening bid shall be set by Company. Company shall use its best efforts to sell the Equipment on your behalf in a commercially reasonable manner. There is no guarantee as to the gross proceeds that may be realized from the sale of Equipment through the Marketplace. You may not manipulate the bidding in any way, including bidding on your own Equipment to artificially raise the final sales price.

2. **Inspections.** For all requested inspections, you agree to permit Company and/or its authorized representatives to test and inspect each piece of Equipment at a time and place specified in the Agreement or as otherwise mutually agreed. Company shall produce an inspection report ("Inspection Report") for each piece of Equipment. The Inspection Report is the sole and exclusive property of Company. Company inspections are solely for the purpose of reporting on the visible condition of the Equipment's major systems and attachments. Company inspections are NOT intended to detect latent or hidden defects or conditions that could only be found in connection with the physical dismantling of the Equipment or the use of diagnostic equipment or techniques. Your failure to properly maintain the Equipment from the date of inspection until its removal from your location by buyer will void the inspection. If you alter or perform repairs or other maintenance to the Equipment after the inspection, another inspection will be required, and you will be subject to a Re-inspection Fee. The Agency agrees that the Equipment will remain in the same or better condition as previously inspected by Company.
3. **Equipment Availability.** You agree to have the equipment available for transportation, complete with ignition key, to the Buyer no later than one (1) business day after the conclusion of the sale.
4. **Fees; Payment of Proceeds; Taxes.** All Fees and Payment Instructions are set forth in the Agreement. You shall be responsible for the payment of any tax or duty that is your responsibility as a seller of the Equipment. You acknowledge and undertake to make yourself aware of and comply with all laws that may be applicable to your access and use of the Marketplace, and your entering into a transaction on the Marketplace. Company disclaims any and all liability in respect of your use of the Marketplace and your sale of any Equipment resulting in any taxes (whether direct, indirect, local or federal), fines or penalties being levied on you. For the avoidance of doubt, it is your responsibility to satisfy yourself of any charges, taxes (whether direct, indirect, local or federal) or related obligations becoming applicable in respect of the transactions that you enter into on the Marketplace. You shall indemnify Company and its affiliates (and the officers, directors, agents and employees thereof) against any tax, cost or expense arising from your failure to satisfy any laws or regulations in relation to a transaction. Once a Binding Obligation is created between you and Buyer, Company will generate a third-party invoice that is issued to Buyer on your behalf. Buyer is responsible for paying you the purchase price for the Equipment upon creation of a Binding Obligation, and you hereby instruct Company to facilitate receipt of the purchase price. Further, you hereby grant Company the right, in its own name, to enforce your right to payment. You agree that

no monies shall be payable to you until paid by the Buyer. Once received by Company, any monies due to you, net of any commissions and fees due Company as detailed in this Agreement, shall be disbursed within fifteen (15) business days after creation of a Binding Obligation. You hereby consent to Company's right to offset any other commissions and fees specified in this Agreement or that result from additional services requested by you, with any remainder to be paid within fifteen (15) business days following receipt of an invoice. You acknowledge that Buyers may fail to perform or pay on a timely basis and that Company shall not have any liability to you for any act or omission of Buyers.

5. **Representations.** You represent and warrant that: (i) no Equipment shall be fraudulent, stolen or counterfeit; (ii) You are duly authorized to enter into the Agreement and sell such Equipment; (iii) You are solvent and have not made any assignment, proposal or other proceeding for the benefit of its creditors; and (vi) You own all right, title and interest in and to the Equipment and the Equipment is free and clear of all liens or other encumbrances, except as otherwise disclosed by you to Company in writing.
6. **Disclaimer.** TO THE FULLEST EXTENT PERMITTED BY LAW, THE MARKETPLACE PROVIDED BY OR THROUGH COMPANY IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
7. **Storage at Company Yard for a Marketplace transaction.** This Section 7 shall only apply to Equipment listed on a Marketplace and stored at an Company site (each, a "Facility"). The Agency and Company agree that the storage of Equipment does not represent a consignment agreement or other arrangement under which Ritchie Bros. Auctioneers (America), Inc. agrees to offer the Equipment for sale on behalf of the Agency. If Equipment is stored at the Facility while listed on a Marketplace, the Agency shall be deemed to be contracting with Ritchie Bros. Auctioneers (America), Inc for the storage component and with IronPlanet, Inc. for the Marketplace listing. Ritchie Bros. Auctioneers (America), Inc agrees to provide storage provided that the Equipment is free of all contents and substances other than normal operating fluids and lubricants; therefore, Ritchie Bros. Auctioneers (America), Inc reserves the right to refuse storage of any item of Equipment containing any hazardous substances or visibly leaking contaminants.
8. **GovPlanet Direct.** All Listings on GovPlanet Direct shall be subject to the additional terms set forth in this Section 8.
 - 8.1. **Listing Requirements.** Agency shall include all relevant information in the Listing necessary to sell and convey the items, including (a) an accurate description and photographs to depict the condition of the item, including any attachments or included parts; and (b) the location and availability of the item for pick-up. Each Listing will be assigned a unique item number. Agency shall not post multiple Listings for the same item.
 - 8.2. **Opening Bid and Scheduling.** For Listings on GovPlanet Direct, Agency will set (i) the opening bid for Listings; (ii) any applicable reserve amount, Make Offer, or Buy Now price; (iii) the bid increment; and (iv) the duration of the Listing.
 - 8.3. **Inspections.** Agency agrees to permit bidders to inspect items prior to or during bidding, when feasible, at a time and place specified by Agency in the Listing or as otherwise mutually agreed between Agency and bidder.
 - 8.4. **Payment of Proceeds.** After a Binding Obligation is concluded between Agency and Buyer, the GovPlanet Direct Marketplace will generate a third-party invoice that is issued to Buyer on Agency's behalf. Buyer is responsible for paying the purchase price for the items upon conclusion of a Binding Obligation, and Agency hereby authorizes GovPlanet to act as a payment processor and facilitate receipt of the purchase price. Further, Agency hereby grants GovPlanet the right, in its own name, to enforce Agency's right to payment. Agency agrees that no monies shall be payable to Agency until paid by the Buyer. Once received by GovPlanet, any monies due to Agency, net of any commissions and fees due GovPlanet as detailed in this Agreement, shall be disbursed within fifteen (15) business days after conclusion of the Binding Obligation. Agency hereby consents to GovPlanet's right to offset any other commissions and fees specified in this Agreement or that result from additional services requested by Agency, with any remainder to be paid within thirty (30) days following receipt of an invoice.

Agency may elect to act as the payment processor and facilitate receipt of the purchase price for Listings on GovPlanet Direct, to include all applicable commission and fees, pursuant to the Agreement. If the Agency elects to collect payments, GovPlanet will invoice Agency for its commission and fees no less than monthly. Agency shall remit payment to GovPlanet within thirty (30) days following receipt of an invoice. Agency acknowledges that Buyers may fail to perform or pay on a timely basis and that GovPlanet shall not have any liability to Agency for any act or omission of Buyers.

8.5. Prohibited Items. Agency is prohibited from selling the following items:

- Alcoholic beverages, cigars, cigarettes or tobacco products;
- Animals or livestock;
- Controlled substances or chemicals;
- Coupons;
- Credit, debit, or gift cards;
- Event tickets;
- Lottery tickets;
- Mailing lists and consumer information;
- Pornography or other obscene media;
- Prescription drugs;
- Products subject to recall;
- Real estate or property;
- Services;
- Stocks and other securities;
- Used or opened cosmetics; and

- Firearms and ammunition

C) Terms and Conditions applicable to Live Auction Events only

1. Company Obligations and Responsibilities

- 1.1. **Sale Sites and Dates.** Company shall, as your agent, offer the Equipment for sale at unreserved auction at various locations and on various dates for the period commencing as of the date hereof and ending upon the termination of the Agreement. You shall provide to Company a completed Schedule A no later than fifteen (15) days prior to the scheduled auction date. If advertising of specific pieces is requested in the auction brochure, you must provide a completed Schedule A to Company at least thirty (30) days before the scheduled auction date.
- 1.2. **Payment.** Company shall make payment to you within twenty-one (21) days after the Live Auction Event, by check unless you specify otherwise in writing, the amount due and owing to you from monies collected from the sale of the Equipment after making all deductions permitted under this Agreement.
- 1.3. **Administrative Fee.** You acknowledge that Company may charge purchasers an administrative fee based on the selling price of each lot.
- 1.4. **Other.** Company shall
 - (a) allow you access to records concerning the sale of the Equipment at the Live Auction Event, excluding the names or contact information of the buyers thereof; and
 - (b) collect and remit state and local sales tax arising upon the sale of the Equipment at the Live Auction Event.
- 1.5. **Lots.** Company may divide the Equipment into such lots as it may in its absolute discretion deem desirable for a Live Auction Event. Company shall not be liable for any loss or damages claimed in respect of the manner in which the Equipment is divided into lots nor in respect of any failure by Company to divide the Equipment into lots.

2. AGENCY'S OBLIGATIONS AND RESPONSIBILITIES

- 2.1. **Title Documents.** Should Company be required to purchase titles on your behalf, RB shall be entitled to interest on amounts advanced at a rate of US Bank prime plus 2%.
- 2.2. **Delivery.** You shall deliver the Equipment, at your cost, to the auction site no later than fifteen (15) days prior to the scheduled Auction:
 - (a) in good operating condition, free of material defects except as disclosed to Company, with adequate fuel and batteries and starting at the key;
 - (b) free of hazardous materials other than normal operating fuels, oils and lubricants; and
 - (c) in compliance with all applicable environmental, health and safety rules and regulations;
 together with all documents evidencing your title and/or necessary to transfer title to the Equipment, properly endorsed.
 The Agency may elect for Company to arrange for delivery of the Equipment to the Site by indicating the same in Schedule A. If delivery by Company is elected, the Agency will be charged a delivery fee equal to the actual cost of delivery plus 10%.
- 2.3. **Unreserved Auction Sale.** You acknowledge Auctions are unreserved and Company shall have no obligation or duty to withdraw the Equipment or any part thereof from the Live Auction Event or to cancel the Live Auction Event. The Equipment shall be sold to the highest bidder on the date of the Live Auction Event.
- 2.4. **No Buybacks.** You shall not bid or make an offer, directly or indirectly, nor allow any other person to bid or make an offer on your behalf, by agency or otherwise, on the Equipment or any part thereof in any Sales Event.

3. MUTUAL AGREEMENTS

- 3.1. **Prohibition of Pre-Sale.** Neither Company nor the you shall sell or offer for sale any part of the Equipment prior to the Live Auction Event without the written permission of the other Party.
- 3.2. **Default by Agency.**

If:

 - (a) you withdraw or fail to timely deliver the Equipment or any part thereof or any documents required hereunder, or if the Live Auction Event does not occur as a result of the actions or inaction of you, including without limitation the commencement of liquidation or bankruptcy proceedings of any sort by or against you; or
 - (b) you, directly or indirectly, bids or permits another to bid on your behalf or for your benefit, by agency or otherwise, on the Equipment or any part thereof at the Live Auction Event; or
 - (c) your representations and warranties set out in this Agreement are not true, complete and correct in all respects; then:
 - (d) commissions shall be payable to Company upon demand, based upon the fair market value of any withdrawn or undelivered parts of the Equipment as if they had been sold;
 - (e) any advances made by Company together with accrued interest shall become due and repayable immediately; and

- (f) you will upon demand, reimburse Company for all out-of-pocket expenses incurred in preparation for the Live Auction Event.

In the event you are in violation of subparagraph 3.2(b), in addition to any other rights or remedies Company may have under this Agreement, Company shall, at its sole discretion, have the right to sell or re-sell the Equipment by public or private sale and you shall pay to Company as liquidated damages in addition to all other amounts due hereunder, an amount equal to twenty-five percent (25%) of the proceeds realized from such sale or resale. If, pursuant to this section, the Equipment or any part thereof is not sold at the Live Auction Event, such equipment shall be deemed to have been withdrawn by you and the provisions of subparagraph 3.2(d), (e) and (f) shall apply.

- 3.3. Creation of Lien.** In addition to any other rights or remedies available to Company, this Agreement creates a lien and charge upon the Equipment and may be registered under any applicable personal property security legislation as may be in effect from time to time and entitles Company to seize and retain possession of the Equipment as security for, and to sell the Equipment to recover, all sums owing hereunder.
- 3.4. Use of Equipment.** You authorize Company to operate the Equipment for the purpose of demonstrating it at the Live Auction Event.
- 3.5. Collection of Proceeds.** Company shall collect the full proceeds from the sale of the Equipment and you assign to Company:
- (a) the amount required to discharge and satisfy all Encumbrances in respect of the Equipment; and
 - (b) all amounts payable to Company hereunder, including commission and any advances, together with interest thereon which shall be repayable at the time of the sale.
- 3.6. Company's Right of Set-Off.** Company may, in its discretion, apply any proceeds from the sale of the Equipment towards any outstanding amounts otherwise due and owing to Company in connection with any purchases, deficiencies or services rendered by Company.
- 3.7. Uncollected Proceeds.** Company may, as it deems necessary in its sole discretion, re-auction any part of the Equipment not sold or paid for at the Live Auction Event, and you acknowledge that no monies shall be payable by Company for any part of the Equipment until it has been paid for in full by the purchaser thereof.
- 3.8. Other Consignments.** Equipment belonging to other owners may be sold at the Live Auction Event.
- 3.9. Internet Bidding and Timed Auction Lot System.** Company may in its sole discretion offer certain lots for sale, in conjunction with its unreserved auction, to registered bidders using its proprietary online bidding service or using its silent "timed auction lot" system. Company shall use its best effort to ensure that such technologies and systems are available at all auctions for which they have been advertised, however at any given sale:
- (a) only those lots which Company deems appropriate shall be offered using such technologies and systems, and
 - (b) certain circumstances concerning the Internet and the technology in use are beyond Company's control, and such systems may not be available at any given time or auction.

You agree that Company shall be held harmless from any and all claims, demands, suits, actions, causes of action, damages, costs or charges arising from (1) the failure of the internet, servers or other computer or communications components and systems, regardless of whether such failure is caused by the negligence of Company, (2) Company's decision whether or not to use such technologies or systems, or (3) its failure to offer such systems at any time.

**SCHEDULE C TO LISTING AGREEMENT
SUPPLEMENTAL EQUIPMENT DETAILS**

EQUIPMENT INSPECTION AND TRANSPORTATION INFORMATION			
	Contact for Inspection	Alternate Contact for inspection	Contact for Transportation
Name			
Office Phone			
Mobile Phone			
Fax			
Email			
Date for Inspection			
Special Instructions			
EQUIPMENT LOCATION AND BUYER PICKUP (For additional locations, provide detail on Schedule A for each place of equipment.)			
LOCATION 1			
Business Name of Equipment Location	State Of Maine Surplus Property	Pickup Hours	7:30AM to 11:00AM and 1:00PM to 4:00PM EST
Address	85 Leighton Road Augusta, ME 04330	Ramps at Location? (Y/N) Max Wgt Capacity	No
Loading Dock at Location?(Y/N); Max Wgt Capacity	Yes, inside 2 ton	Will Seller Load? (Y/N)	Palletized Items Only
Fork Lift Available for Use at Location? (Y/N) Max Wgt Capacity	Yes , 2 ton inside 10 ton Outside	Special Instructions/ Limitations; Other Loading Facilities	
LOCATION 2			
Business Name of Equipment Location		Pickup Hours	
Address		Ramps at Location? (Y/N) Max Wgt Capacity	
Loading Dock at Location?(Y/N); Max Wgt Capacity		Will Seller Load? (Y/N)	
Fork Lift Available for Use at Location? (Y/N) Max Wgt Capacity		Special Instructions/ Limitations; Other Loading Facilities	
LOCATION 3			
Business Name of Equipment Location		Pickup Hours	
Address		Ramps at Location? (Y/N) Max Wgt Capacity	
Loading Dock at Location?(Y/N); Max Wgt Capacity		Will Seller Load? (Y/N)	
Fork Lift Available for Use at Location? (Y/N) Max Wgt Capacity		Special Instructions/ Limitations; Other Loading Facilities	