North Dakota Department of Transportation **NDDOT Contract #** 50152361

INVITATION TO BID

Bid Number: 975-08-15-050	Bid Opening Date & Time: 11/24/2015 02:00 PM
Items: Agricultural Tractor Rental, 2016-2017	Buyer: Vanessa Brosten
Bid Mailing Address: 608 East Boulevard Avenue	Telephone Number: 701-328-4466
City, State, Zip: Bismarck, North Dakota, 58505-0700	Email: vbrosten@nd.gov
Contract Period: 05/01/2016 TO 04/30/2017	Date Prepared: 11/10/2015

BID RESPONSE

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

CONTRACT

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

Vendor Name	Vendor Address
Butler Machinery Co.	3630 Miriam Ave Bismarck, ND 58501

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

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

Vendor Name: Butler Machinery Company		
Mailing Address: 3630 Miriam Ave PO Box 757 Bismarck, ND 58501		
Telephone Number: 701-250-1636	Fax Number: 701-250-1608	E-mail Address: lowellmalard@butlermachinery.com

Christopher Lee CFO
Name & Title (Type or Print)

Signature

11-17-15
Date

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

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

Authorized Signature: Grant Levi		Date: 12/28/15
Recommended for approval	Date: 12-22-15	Approximate contract amount: $46,750.00

NDDOT North Dakota Department of Transportation

APPROVED as to execution this 24 day of December 2015
ATTORNEY GENERAL
By
SPECIAL ASST. ATTORNEY GENERAL

CLA 7480 (Div. 50)

MAILING INSTRUCTIONS

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

BID IS: ☒ SEALED ☐ NOT SEALED

Address the envelope containing your response in the following manner:

BID NUMBER – **975-08-15-050**
BID OPENING DATE/TIME – **November 24, 2015; 2:00 PM**
N. D. DEPT. OF TRANSPORTATION
PROCUREMENT SECTION
608 E BOULEVARD AVE
BISMARCK ND 58505-0700

BIDDERS INSTRUCTIONS

1. **Acceptance/Rejection/Waiver.** The state of North Dakota reserves the right to accept or reject any or all bids and to waive minor irregularities or technicalities, provided such waiver does not substantially change the offer or provide a competitive advantage to any vendor, in the judgment of the state.

2. **Affirmative Action.** The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of individuals with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability.

3. **Assistance to Bidders with a Disability.** Bidders with a disability and/or language assistance, contact Civil Rights Division, NDDOT, 701-328-2978 or civilrights@nd.gov or TTY 711, as soon as possible so that reasonable accommodations can be made. Additionally, the Request for Reasonable Accommodations form (SFN 60135) can be accessed at the following NDDOT website location: http://www.dot.nd.gov/forms/sfn60135.pdf.

4. **Alterations and/or Corrections.** The person signing the bid response must initial any or all manual alterations and/or corrections to the bid response. Those bid responses with alterations and/or corrections that are not initialed may be rejected.

5. **Award.** Award will be made to a responsive, responsible bidder with the lowest price considering conformity with specifications, terms of delivery, quality, and serviceability. NDDOT reserves the right to consider bids varying in minor respects from any specific requirements herein, but judged to meet the intent of this request.

Past performance may also affect the award at the discretion of the NDDOT. References must be furnished upon request by NDDOT.

NDDOT may reject any or all bids. NDDOT reserves the right to consider bids varying in minor respects from any specific requirements specified herein, but judged to meet the intent of this request.

Bids are not awarded at the bid opening. Bid responses will be firm for 30 days, unless stated otherwise.

6. **Awards, Splitting of.** The state reserves the right to make awards by item, groups of items, or on the total low bid for all the items specified as indicated in the detailed specifications. Bidders interested only in the total low bid for all items are to state 'all or nothing' on their bid response.

7. **Bidder Checklist.** HAVE YOU REMEMBERED TO:
   - Bid F.O.B. Destination (Ship To: Address) Freight Prepaid.
   - Mark envelope as indicated.
   - Review Standard Terms and Conditions contained in this solicitation.
   - Sign your bid on the cover sheet.
   - Initial all bid/pricing changes you made.
   - Bid responses must be submitted in ink or type written.
   - Review and complete all requirements contained in this solicitation to ensure compliance.

8. **Bidder's Responsibility and Late Bids.** It is the bidder's responsibility to ensure that a bid response is physically deposited with the NDDOT Procurement Office prior to the date and time specified for the opening. Late bid responses will not be opened and will be rejected and returned regardless of the degree of lateness or the reasons. It is the bidder's responsibility to comply with the State of North Dakota's laws and regulations.

9. **Bid Summary.** Bid summaries are available when the bid has been awarded. When bids are issued using the State's electronic bidding system, the bid summary will be posted and available for download from: http://www.nd.gov/spo/.

Bid summaries will be mailed to those bidders who supply a self-addressed, stamped envelope with their bid response. A copy of the bid summary may also be obtained by visiting the NDDOT Procurement Office during normal working hours.

10. **Bid Bond.** Waived in this instance: however, bidder(s) failing to enter into a contract with this office, upon notification of award, may be subject to removal from the bidder's list.

11. **Clarifications, Bid Changes and Questions Deadline.** The Procurement Officer is the point of contact. Any irregularities, lack of clarity, requested bid changes and all questions regarding this bid and the procurement process must be addressed to the Procurement Officer referenced on the first page of this document **not later than end of business November 17, 2015.** (Contact information is indicated on cover page). If a bid amendment is required, it will generally be issued after this date.

The bidder is cautioned that the requirement of this solicitation can be altered only by written amendments and that verbal communications from whatever source are of no effect.

12. **Definitions.**
- Bidder - any person or firm submitting a competitive bid in response to a solicitation.
- Bid summary - a summary of all bid responses received by the NDDOT Procurement Office.
- Bid response - the executed document submitted by a bidder in response to a solicitation.
- Contract - a deliberate written agreement between two or more competent persons to perform specific act or acts.
- Contractor - any person or firm having a contract with a governmental body.
- Solicitation - the process of notifying prospective bidders that the state wishes to receive bids for furnishing goods or services.

13. **Deviation from Specifications Supplied by NDDOT.** Unless otherwise indicated by the bidder, it will be assumed that specifications will be met in all respects. Any deviation from the minimum specifications indicated herein must be clearly pointed out PRIOR TO THE DEADLINE FOR RECEIPT OF QUESTIONS; otherwise, it will be considered that the items offered are in strict compliance with these specifications, and the bidder will be held responsible.

14. **Electronic & Facsimile Bids.** Bid responses are not to be email attached or faxed to the NDDOT unless this transmittal method has been authorized by the Procurement Officer or bid document. (Contact the Procurement officer regarding additional requirements and exceptions.) Bid responses electronically submitted or faxed may be rejected as non-responsive.

15. **Freight/F.O.B. Destination.** Freight and transportation charges are to be included in the price of the products, unless otherwise specified in the solicitation. (F.O.B. - Free On Board).

16. **Indemnification.** The attached Risk Management will be incorporated into the contract.

Bidders must review the attached Equipment Rental Agreement for indemnification and insurance requirements.

Objections to any of the provisions must be in writing to the attention of the Procurement Officer by the time and date set for receipt of questions.

No alteration of these provisions will be permitted without prior written approval from the NDDOT in consultation with the North Dakota Risk Management Division.

17. **Multiple Bid(s).** Bidders may submit more than one bid response(s) for the item(s) specified in the solicitation. Each bid submitted must comply in all aspects with the bid requirements and these instructions.

18. **Negotiation.** NDDOT reserves the right to negotiate with the successful bidder to ensure the best possible consideration is afforded to all concerned.

19. **Open Records.** After award, bid documents will be subject to the North Dakota open records law. Records are closed or confidential only if specifically stated in law. If a request for public information is received, the procurement officer will determine whether the information is an exception to the North Dakota open records law, and the information will be processed appropriately. Those interested in reviewing the bid file are to make arrangements with the NDDOT Procurement Office. The NDDOT Procurement Office hours are 8:00 a.m. - 12:00 p.m. and 1:00 p.m. - 5:00 p.m. Monday through Friday.

20. **Performance Bond.** Successful bidders will not be required to furnish a performance bond; however, failure to perform satisfactorily will result in the immediate termination of the contract(s) and bidders may be subject to removal from the bidder's list.

21. **Preparation of Bid.** Bids will be accepted on NDDOT forms only. If the document is located on the State Procurement Office website, then bidder is to download the document and type or write their responses as indicated by the bid document. Alteration of the bid document may be cause for bid rejection. Bidders are cautioned to examine specifications and all instructions. Failure to do so will be at the bidder's risk.

22. **Pricing.** Unit prices are to be stated in United States currency and based on the unit of measurement specified in the solicitation, F.O.B. Destination, to the NDDOT delivery locations specified herein.

In the event of mathematical differences between the unit price and extended total, the unit price will prevail.

23. **Protest of Award.** An interested party may protest the award within seven days after receiving notice in accordance with N.D.C.C. 54-44.4-12 and N.D.A.C. 4-12-14.

24. **Receipt of Bids.** All sealed bids received by the NDDOT Procurement Office will be opened and read at 608 East Boulevard Avenue, Bismarck, North Dakota, at the time specified in the solicitation.

25. **Rejection.** Bid responses may be rejected if:

- The bid response is not legible.
- The bid response is not submitted on the form supplied.
- The bid response is not completed as requested.
- The bid response is completed and/or signed in pencil.
- The bid response is faxed to the procurement office.
- The bid response is not signed by an authorized company representative.
- The bid response is not responsive to the specifications or other requirements of the solicitation.
- Changes to the bid response are not initialed.
- The bid response is received after the time and date specified.
- The bidder has not met Vendor Registration requirements or is suspended or debarred.
- The bid document has been altered by the bidder.
- The bidder is determined to be not responsible (N.D.A.C. 4-12-11-04).
- The price is not fair and reasonable
- Or a combination of above.

26. **Signature.** The bid must be signed manually in ink. The name and title of the person signing the bid response must be typed or printed above the signature. The bid must be signed by **Owner, Partner, Corp. Pres., Vice Pres., or other authorized Corp. Officer** or the bid may be rejected. If signed by other authorized Corp. Officer or representative, please attach a letter signed by the Owner, Partner, Corp. Pres., or Vice Pres. indicating the individual has authority to enter into a contract on behalf of the company (or a Power of Attorney).

27. **Supplemental Terms and Conditions.** Bids including supplemental terms and conditions will be accepted, but supplemental conditions that conflict with any conditions contained in this ITB or that diminish the State's rights will be considered null and void. The State is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award.

After award of contract:

a) If a conflict arises between a supplemental term or condition included in the bid and a term or condition of the ITB, the term or condition of the ITB will prevail, and,

b) If the State's rights would be diminished as a result of application of a supplemental term or condition

included in the bid, the supplemental term or condition will be considered null and void.

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

28. **Taxes.** The State does not pay sales tax or federal excise tax. The state sales tax exemption number is E-2001. The federal tax-free transaction number is 45-0309764.

29. **Vendor Registration.** Bids will be accepted from bidders who are not currently Approved Bidders for the State of North Dakota; however, the successful bidder may be required to become approved prior to award, in accordance with N.D.C.C. 54-44.4-09. To become an Approved Bidder, you must: 1) register with the North Dakota Secretary of State (fees apply), and 2) submit a completed Bidder List Application to the ND State Procurement Office. Registration instructions and forms are available on-line at: www.nd.gov/spo/vendor. Contact the ND State Procurement Office at 701-328-2683 or infospo@nd.gov for assistance.

30. **Withdrawal or changes to a bid response prior to the bid opening date and time.** A bidder may withdraw or make a change to his bid response prior to the bid opening date and time. The request to make a change or withdraw must be in writing by a representative of the firm. The request to withdraw or change must be signed by the bidder or his designated representatives.

31. **Withdrawals after the bid opening date and time.** Withdrawals after the bid opening will be allowed only upon written approval from the NDDOT Procurement Office. Vendors continually withdrawing bids after the bid opening may be removed from the Vendor Database.

GENERAL CONTRACT TERMS AND CONDITIONS

1. **Applicable Law and Venue.** Any dispute arising out of this agreement will be resolved under the laws of the State of North Dakota.

2. **Binding Contract.** The acceptance of a bid response in writing by the purchasing agency constitutes a contract between the bidder and the State. Written acceptance from the purchasing agency will be in the form of a purchase order, notification of award, or contract. Any oral agreement or arrangement by a bidder with a State employee or purchasing agency will have no force or effect unless reduced to writing.

3. **Contract Management**: The day to day activities of the rentals will be dealt with on the district level between district personnel and the awarded dealership(s). Any changes in the contract must be approved by the Procurement Officer.

4. **Compliance with Laws, Nondiscrimination and Affirmative Action.** The contractor must, in performance of work under this contract, fully comply with all applicable federal, state or local laws, rules, regulations and policies, including those relating to nondiscrimination, affirmative action, accessibility and civil rights including Title VI of the Civil Rights Act of 1964. The contractor agrees to file all required reports on time, to make required payroll deductions, and to pay all taxes and premiums owed on time, including sales and use taxes and unemployment compensation and workers' compensation premiums. The contractor shall have and keep current at all times during the term of this contract all licenses and permits required by law.

5. **Contract Amendments, Waivers.** After a binding contract has been entered into, no changes (i.e. additions, substitutions, subcontracting or a price adjustment) may be made, unless prior approval has been obtained from the purchasing agency and Procurement Officer.

The terms of this contract shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties. No waiver consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement.

6. **Contract Term and Renewal Option.** The NDDOT will enter into a contract with an effective date **beginning May 1, 2016, and ending November 30, 2016 for the tractors without a loader and from May 1, 2016 through April 30, 2017 for the tractors with loaders.** Tractors may not be retained by the NDDOT for the entire rental period. No contract shall exceed a period of one year.

7. **Contract Volume.** The quantities to be rented as indicated herein are best estimates. NDDOT reserves the right to vary actual quantities from those indicated at any time before the bid opening and by written notification to the contractor(s) after award and throughout the term of the contract.

8. **Service Locations.** Service and repair are critical. Bidders must identify their nearest service locations by district and describe their ability to keep their tractors running during the term of the contract with minimal down time. Bidders must include a narrative describing their ability to respond to breakdowns with emergency service or replacement equipment.

9. **Contract Termination.**

   a. **Termination without Cause.** This contract may be terminated by mutual consent of both parties, or by either party upon 30 days' written notice.

   b. **Termination for Lack of Funding or Authority.** The State may terminate this contract effective upon delivery of written notice to the contractor, or on any later date stated in the notice, under any of the following conditions:
      i. If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term. The contract may be modified by agreement of the parties in writing to accommodate a reduction in funds.
      ii. If federal or state regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
      iii. If any license or certificate required by law or regulation to be held by the contractor to provide the services required by the contract is for any reason denied, revoked or not renewed.

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

   c. **Termination for Cause.** The State by written notice to the contractor may terminate the whole or any part of this contract:
      i. If the contractor fails to provide services required by this contract within the time specified herein or any extension thereof; or
      ii. If the contractor fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms and after receipt of written notice from the State, fails to correct such failures within ten days or such longer period as NDDOT may authorize.
      iii. The rights and remedies of the State provided in the above clause related to defaults by the contractor are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.

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

10. **Delivery.** NDDOT requests delivery of the units not later than MAY 1, 2016. If rental equipment is not available within the specified time, the bidder must indicate the approximate date delivery can be expected on the bid document. Dealer is responsible for delivery to and pick up from the receiving NDDOT district(s).

11. **Inspection and Investigations.** The State reserves the right to conduct inspections and investigations related to the bidder and offered commodities or services to make determinations regarding compliance with the bid requirements and responsibility of the bidder.

12. **Billing and Payment Procedures.** Invoices are to be submitted to the individual districts as indicated on the Equipment Rental Agreements. Failure to submit correct invoices to the appropriate NDDOT office may delay contractor payment.

Payment will normally be made within thirty days after delivery and acceptance of commodities or services under this contract and receipt of a correct invoice. All invoice and payment inquiries must be directed to the purchasing agency.

13. **Subcontracts, Assignment.** The contractor shall not subcontract, assign or transfer the contractor's interests or duties under this contract without express written consent of the purchasing agency.

14. **Successors in Interest.** The provisions of this agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

15. **Receiving.** Deliveries must arrive at the designated destination(s) during normal business hours unless other shipping/receiving instructions are issued by NDDOT personnel. The contractor shall contact the NDDOT to schedule delivery dates and times at least 24 hours in advance of delivery.

All NDDOT offices will be closed in recognition of State holidays. Any day declared a holiday by the President or Governor will also be recognized by office closure.

16. **Specifications.** Bidders shall submit detailed manufacturer's specifications and literature along with the bid response.

17. **Equipment Rental Agreement (ERA).** Attached is an example of NDDOT's Equipment Rental Agreement which will serve as the rental agreement for the Lessor and the Lessee. Where the bid document and the ERA conflict, the bid specifications will prevail. Please address concerns or comments to the Procurement Officer.

Sufficient Equipment Rental Agreements will be created to allow for the various equipment/vendor/district combinations which may occur as a result of the bid award.

The ERA's will be provided to the Lessor(s), to be completed, signed and returned to the NDDOT upon contract award.

18. **Equipment Summary:** An equipment summary will be maintained which will include the equipment data for each unit (vendor, serial number, make, model, description, unit value). Awarded contractors will provide serial numbers and assist in the maintenance of accurate data in the equipment summary.

BIDDER CHECKLIST

HAVE YOU REMEMBERED TO?

- Bid F.O.B. Destination (Ship To: Address) Freight Prepaid
- Mark bid envelope as indicated
- Review this solicitation document - then provide questions or objections by date specified
- Provide an authorized signature on the bid cover sheet
- Initial all bid or pricing changes you made
- Bid responses must be submitted in ink or type written
- Identify service locations
- Attach rental conditions and a brief narrative of your company's ability to respond to breakdowns with emergency service or replacement equipment
- Indicate bidders' award preference by district as requested
- Provide manufacturer's specifications and literature

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
SPECIFICATIONS
FOR RENTAL OF
AGRICULTURE TRACTOR

The intent of this bid specification is to request pricing for the rental of an Ag Tractor for road side mowing operations. **The tractors shall be new or carry-over models with less than 300 hours and be of the current make and model.** The contract rental period will be approximately 7 months. Tractors shall be delivered not later than May 1st of 2016 and returned by November 30± 2016. All tractor serial numbers shall be provided to the lessee as soon as they become available to allow for adequate time for insurance processing. Two working days' notice shall be given to on site DOT personnel prior to delivery and pickup. Dealer shall be responsible for delivery to and pickup from the District Headquarters at no additional cost to the department. Quantities and locations are shown below.

Tractors are to be used for an estimated 250 engine hours during the rental period. Additional hours over 250 shall be invoiced at the quoted hourly rate for hours over 250. Minimum payment for each tractor shall be the hourly rate times the estimated usage of 250 hours. ($Hourly Rate as bid x 250 hours = Minimum payment/tractor)

Lessee will carry physical damage insurance on the tractors. Lessee will accept responsibility for any breakage due to negligence done by them. Tractors will have normal wear and tear from roadside mowing when returned. **The dealer and DOT representative must complete the tractor return form attached within 10 working days of the tractors return. No claims for damage after the 10 working days will be permitted.**

Lessor, or an authorized representative, shall provide 24-hour parts availability as feasible. Major repairs shall be done at the dealer's service facility. Lessee personnel will be responsible for daily maintenance, greasing, checking fluids, and keeping the tractor clean. Tractors out of service for five working days or more shall require a replacement tractor of similar features and horsepower to be setup and delivered to the assigned location as mutually agreed upon by the specific delivery lessee.

Lessor, or an authorized representative, shall provide all oil and filters for routine maintenance at no charge to the department. The routine maintenance will be performed by the lessee as required by the manufacturer and/or the operator's handbook. The lessor may require the maintenance be performed by the servicing dealer. If the lessor requires the routine maintenance be performed by the authorized servicing dealer, this shall be done at no cost to the department.

Lessor, or an authorized representative, shall at the time of delivery be available to make recommendations to prevent damage to the tractor. Lessor, or an authorized representative, shall also at the time of delivery provide familiarization training to ensure efficient operation, identify daily maintenance items, lessor's requirements on tractor cleanliness, and basic operation to prevent damage to the tractor. **Rear wheels of the tractor shall be set out the maximum width, but not less than 96" from outside of tire to outside of tire at or before the time of delivery.**

Payment/compensation shall be paid as follows: 70% of the total price bid for 250 hours of use will be paid upon satisfactory acceptance of the contract and delivery of tractors, not earlier than July 10. The remaining 30% plus any additional amount over 250 hours shall be paid upon satisfactory completion of the contract rental period. **Invoices shall be addressed to the Districts receiving the tractors**

As a minimum, each unit shall be equipped with:

	COMPLY YES	COMPLY NO	COMMENTS
110 PTO HP liquid cooled 6 cylinder diesel engine with MFWD	X		
Front fenders for MFWD	X		
Deluxe cab, ROPS, air conditioning/heat, AM/FM Radio	X		
Standard Instrumentation	X		
16F/16R Powershift Transmission with power shuttle feature, CVT, IVT, **or Equal**	X		
Triple Remote cylinder control valves (3 detent)	X		
2500 PSI at 26 GPM hydraulic pump	X		
540/1000 RPM PTO	X		
3 Point Hitch, category 2 7400# minimum	X		
Draw bar to extend beyond the rear tires	X		
Front and rear tire compatibility with standard wheels and tires with bar type lug, or equal	X		
Wheel weights to be adequate for stability and traction	X		
Rear wheels of the tractor shall be set out not less than 96" from outside of tire to outside of tire	X		
Muffler, vertical with rain protection	X		
50 gallon fuel tank, minimum	X		
Personal position seat-mechanical suspension, air suspension, or equal	X		
Foot/Hand throttle	X		
Hydraulic engaged wet disk clutch	X		
Hydraulic wet disk brakes	X		
Headlights, warning and tail lights, manufacturers standard	X		
Right and left hand outside mirrors	X		
Mounting bracket with adapter to mount DOT furnished strobe light OR factory installed strobe light(s)	X		
Mounting bracket to mount furnished slow-moving vehicle sign	X		
Full warranty throughout the rental period	X		

The tractors shall be delivered and training provided at the following locations:

11	**each**	**Bismarck, ND**
4	**each**	**Valley City, ND**
4	**each**	**Devils Lake, ND**
8	**each**	**Minot, ND**
7	**each**	**Dickinson, ND**
2	**each**	**Grand Forks, ND**
12	**each**	**Williston, ND**
3	**each**	**Fargo, ND**

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
SPECIFICATIONS
FOR RENTAL OF
AGRICULTURE TRACTOR WITH LOADER

The intent of this bid specification is to request pricing for the rental of an Ag Tractor with loader for road side mowing and winter maintenance operations which includes loading salt/sand in our trucks and blowing snow with a 3-pt snow blower. **The tractor with loader shall be new or carry-over models used less than 300 hours and be of current make and model.** The rental period will be for approximately 12 months. The tractor with loader shall be delivered not later than May 1st of 2016 and returned by April 30st± 2017. Two working days' notice shall be given to on site DOT personnel prior to delivery and pickup. Dealer shall be responsible for delivery to and pickup from the District Headquarters at no additional cost to the department. Quantities and locations are shown below.

The tractor with loader is to be used for an estimated 300 engine hours during the rental period. Additional hours over 300 shall be invoiced at the quoted hourly rate for hours over 300. Minimum payment for each tractor shall be the hourly rate times the estimated usage of 300 hours. ($Hourly Rate as bid x 250 hours = Minimum payment/tractor)

Lessee will carry physical damage insurance on the tractor with loader. Lessee will accept responsibility for any breakage due to negligence done by them. Tractors will have normal wear and tear from roadside mowing, loading salt/sand into trucks, and the snow blowing operation. The units may have minor corrosion from the salt. **The dealer and DOT representative must complete the tractor return form attached within 10 working days of the tractors return. No claims for damage after the 10 working days will be permitted.**

Lessor, or an authorized representative, shall provide 24-hour parts availability. Major repairs shall be done at the dealer's service facility. Lessee personnel will be responsible for daily maintenance, greasing, checking fluids, and keeping the tractor clean. Any tractor with loader out of service for five days or more shall require a replacement tractor with loader of similar features and horsepower to be setup and delivered to the assigned location as mutually agreed upon by the specific delivery lessee.

Lessor, or an authorized representative, shall provide all oil and filters for routine maintenance at no charge to the department. The routine maintenance will be performed by the lessee as required by the operator's handbook. The lessor may require the maintenance be performed by the servicing dealer. If the lessor requires the routine maintenance be performed by the servicing dealer, this shall be done at no cost to the department.

Lessor, or an authorized representative, shall at the time of delivery be available to oversee the attachment of the intended implement and make recommendations to prevent damage to the tractor or the attached implement. Lessor, or an authorized representative, shall also at the time of delivery familiarize the operators to ensure efficient operation and to prevent damage to the tractor. **Rear wheels of the tractor shall be set out to the maximum width, but not less than 96" from outside of tire to outside of tire at the time of delivery**.

Payment/compensation shall be paid as follows: 70% of the total price bid for 300 hours of use will be paid upon satisfactory acceptance of the contract and delivery of tractors, not earlier than July 10. The remaining 30 % plus any additional amount over 300 hours shall be paid upon satisfactory completion of the contract rental period. **Invoices shall be addressed to the Districts receiving the tractors**.

As a minimum, each unit shall be equipped with:

	COMPLY YES	COMPLY NO	COMMENTS
110 PTO HP liquid cooled 6 cylinder diesel engine with MFWD			NO BID
Front fenders for MFWD			
Deluxe cab, ROPS, air conditioning/heat, AM/FM Radio			
Standard Instrumentation			
16F/16R Powershift Transmission with power shuttle feature, CVT, IVT **or Equal**			
Triple Remote cylinder control valves (3 detent)			
2500 PSI at 26 GPM hydraulic pump			
540/1000 RPM PTO			
3 Point Hitch, category 2 7400# minimum			
Draw bar to extend beyond the rear tires			
Front and rear tire compatibility with standard wheels and tires with bar type lug, or equal			
Wheel weight to be adequate for stability and traction			
Rear wheels of the tractor shall be set out to 96" from outside of tire to outside of tire, not to exceed the width of the bucket			
Muffler, vertical with rain protection			
50 gallon fuel tank, minimum			
Personal position seat-mechanical suspension, air suspension, or equal			
Foot/Hand throttle			
Hydraulic engaged wet disk clutch			
Hydraulic wet disk brakes			
Headlights, warning and tail lights, manufacturer's standard			
Right and left hand outside mirrors			
Mounting bracket with adapter to mount DOT furnished strobe light or factory strobe light(s)			
Mounting bracket to mount furnished slow moving vehicle sign			
Manufacturer's own name brand heavy duty loader with joystick control			
8' wide bucket 1 cubic yard heaped capacity (heavy material bucket) **NOTE: dealer must provide bucket cutting edge if the dealer requires one to be used.**			
Engine and transmission block heater			
Full warranty throughout the rental period			

The tractor shall be delivered and training provided at the following locations:

9 each	**Bismarck, ND**
6 each	**Valley City, ND**
7 each	**Devils Lake, ND**
8 each	**Minot, ND**
0 each	**Dickinson, ND**
9 each	**Grand Forks, ND**
3 each	**Williston, ND**
1 each	**Fargo, ND**

43 BIDDER Butler Machinery Co.

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
SPECIFICATIONS
FOR RENTAL OF
AGRICULTURE TRACTOR

The intent of this bid specification is to request pricing for the rental of an Ag Tractor for road side mowing operations. **The tractors shall be new or carry-over model used less than 300 hours and be of the current make and model.** The contract rental period will be approximately 6 months. Tractors shall be delivered not later than May 1st of 2016 and returned by November 30± 2016. All tractor serial numbers shall be provided to the lessee as soon as they become available to allow for adequate time for insurance processing. Two working days' notice shall be given to on site DOT personnel prior to delivery and pickup. Dealer shall be responsible for delivery to and pickup from the District Headquarters at no additional cost to the department. Quantities and locations are shown below.

Tractors are to be used for an estimated 250 engine hours during the rental period. Additional hours over 250 shall be invoiced at the quoted hourly rate for hours over 250. Minimum payment for each tractor shall be the hourly rate times the estimated usage of 250 hours. ($Hourly Rate as bid x 250 hours = Minimum payment/tractor)

Lessee will carry physical damage insurance on the tractors. Lessee will accept responsibility for any breakage due to negligence done by them. Tractor will have normal wear and tear from mowing operations when returned. **The dealer and DOT representative must complete the tractor return form attached within 10 working days of the tractors return. No claims for damage after the 10 working days will be permitted.**

Lessor, or an authorized representative, shall provide 24-hour parts availability as feasible. Major repairs shall be done at the dealer's service facility. Lessee personnel will be responsible for daily maintenance, greasing, checking fluids, and keeping the tractor clean. Tractors out of service for five working days or more shall require a replacement tractor of similar features and horsepower to be setup and delivered to the assigned location as mutually agreed upon by the specific delivery lessee.

Lessor, or an authorized representative, shall provide all oil and filters for routine maintenance at no charge to the department. The routine maintenance will be performed by the lessee as required by the manufacturer and/or the operator's handbook. The lessor may require the maintenance be performed by the servicing dealer. If the lessor requires the routine maintenance be performed by the authorized servicing dealer, this shall be done at no cost to the department. **The lessor must provide enough front counter weight to offset a three point mounted sickle mower or rear rotary mower if needed.**

Lessor, or an authorized representative, shall at the time of delivery be available to make recommendations to prevent damage to the tractor. Lessor, or an authorized representative, shall also at the time of delivery provide familiarization training to ensure efficient operation, identify daily maintenance items, lessor's requirements on tractor cleanliness, and basic operation to prevent damage to the tractor. Rear wheels of the tractor shall be set out the maximum width.

Payment/compensation shall be paid as follows: 70% of the total price bid for 250 hours of use will be paid upon satisfactory acceptance of the contract and delivery of tractors, not earlier than July 10. The remaining 30% plus any additional amount over 250 hours shall be paid upon satisfactory completion of the contract rental period. **Invoices shall be addressed to the Districts receiving the tractors.**

As a minimum, each unit shall be equipped with:

	COMPLY YES	COMPLY NO	COMMENTS
Minimum 80 – **Maximum 91 PTO HP** liquid cooled 4 cylinder diesel engine with MFWD	___	___	NO BID
Front fenders for MFWD	___	___	___
Deluxe cab, ROPS, air conditioning/heat, AM/FM Radio	___	___	___
Standard Instrumentation	___	___	___
12F/12R Powershift Transmission with power shuttle feature, hydrostatic, CVT, **or Equal,**	___	___	___
Triple Remote cylinder control valves (3 detent)	___	___	___
2500 PSI at 16 GPM hydraulic pump	___	___	___
540/1000 RPM PTO	___	___	___
3 Point Hitch, category 2	___	___	___
Draw bar to extend beyond the rear tires	___	___	___
Front and rear tire compatibility with standard wheels and tires with bar type lug, or equal	___	___	___
Wheel weight to be adequate for stability and traction	___	___	___
Rear wheels of the tractor shall be set out not less than 72" from outside of tire to outside of tire	___	___	___
Muffler, vertical with rain protection	___	___	___
Sufficient fuel tank size to allow for 8 hour work day without refueling	___	___	___
Personal position seat-mechanical suspension, air suspension, or equal	___	___	___
Foot/Hand throttle	___	___	___
Hydraulic engaged wet disk clutch	___	___	___
Hydraulic wet disk brakes	___	___	___
Headlights, warning and tail lights, manufacturers standard	___	___	___
Right and left hand outside mirrors	___	___	___
Mounting bracket with adapter to mount DOT furnished strobe light or factory strobe light(s)	___	___	___
Mounting bracket to mount furnished slow moving vehicle sign	___	___	___
Full warranty throughout the rental period	___	___	___

The tractors shall be delivered and training provided at the following locations:

1 each **Fargo, ND**

BIDDER Butler Machinery Co.

BID RESPONSE

Item 1	Qty	District	AGRICULTURE TRACTOR WITHOUT LOADER 6 Month Rental Make/Model Challenger MT500E Series	Cost Per Hour Used
A	11	BISMARCK	STANDARD See Attachment A	$17.00
B	4	VALLEY CITY	STANDARD	$ NO BID
C	4	DEVILS LAKE	STANDARD	$ NO BID
D	8	MINOT	STANDARD	$ NO BID
E	7	DICKINSON	STANDARD	$ NO BID
F	2	GRAND FORKS	STANDARD (wide tires if available)	$ NO BID
G	12	WILLISTON	STANDARD	$ NO BID
H	3	FARGO	STANDARD	$ NO BID
Item 2	**Qty**	**District**	**AGRICULTURE TRACTOR WITH LOADER 12 Month Rental Make/Model NO BID**	**Cost Per Hour Used**
A	9	BISMARCK	STANDARD	$
B	6	VALLEY CITY	STANDARD	$
C	7	DEVILS LAKE	STANDARD	$
D	8	MINOT	STANDARD	$
E	9	GRAND FORKS	STANDARD (wide tires if available)	$
F	3	WILLISTON	STANDARD	$
G	1	FARGO	STANDARD	$
Item 3	**Qty**	**District**	**TRIM TRACTOR 6 Month Rental Make/Model NO BID**	**Cost Per Hour Used**
A	1	FARGO	80-91 PTO HP	$

ANY ALTERATIONS OR CORRECTIONS MADE TO THE UNIT OR TOTAL PRICE MUST BE INITIALED BY THE BIDDER. FAILURE TO DO SO MAY BE CAUSE FOR BID REJECTION.

*The bid shall include a cost for each hour the unit will be used. The hourly rate may not be less than one (1) cent.

NDDOT will award to the lowest bid meeting specifications for each delivery location. Bidder does not need to bid on all items to be considered for award, Bidder is to provide all tractors, of identified spec, per each bidding location.
Example: If bidding on item 1A, bidder is agreeing to provide all tractors for 6 month lease without loader for NDDOT Bismarck Location. NDDOT prefers not to split awards within any one delivery location and tractor type.

Please attach rental conditions and a brief narrative of your company's ability to respond to breakdowns with emergency service or replacement equipment.

If bidder is offering more than one tractor size, then attach a list of models.

PRIMARY CONTACT NAME AND BUSINESS LOCATION

PRIMARY CONTACT NAME Lowell Malard

BUSINESS NAME: Butler Machinery Company

MAILING ADDRESS: PO Box 757

CITY & STATE: Bismarck, ND ZIP CODE: 58502

PHONE NUMBER: 701-250-1636 TOLL FREE: 800-584-0890

FAX NUMBER: 701-250-1610 EMAIL: lowellmalard@butler machinery.com

BISMARCK DISTRICT SERVICE FACILITY (Indicate 'Same as above' if applicable)

SERVICE CONTACT NAME Dustin Carlson

BUSINESS NAME: Butler Machinery Company

SERVICE ADDRESS: 3630 Miriam Ave

CITY & STATE: Bismarck, ND ZIP CODE: 58501

PHONE NUMBER: 701-250-1657 TOLL FREE: 800-584-0890

FAX NUMBER: 701-250-1610 EMAIL: DustinCarlson@butler machinery.com

VALLEY CITY DISTRICT SERVICE FACILITY (Indicate 'Same as above' if applicable)

SERVICE CONTACT NAME _____

BUSINESS NAME: _____

SERVICE ADDRESS: _____

CITY & STATE: _____ ZIP CODE: _____

PHONE NUMBER: _____ TOLL FREE: _____

FAX NUMBER: _____ EMAIL: _____

DEVILS LAKE DISTRICT SERVICE FACILITY (Indicate 'Same as above' if applicable)

SERVICE CONTACT NAME _____

BUSINESS NAME: _____

SERVICE ADDRESS: _____

CITY & STATE: _____ ZIP CODE: _____

PHONE NUMBER: _____ TOLL FREE: _____

FAX NUMBER: _____ EMAIL: _____

MINOT DISTRICT SERVICE FACILITY (Indicate 'Same as above' if applicable)

SERVICE CONTACT NAME _____

BUSINESS NAME: _____

SERVICE ADDRESS: _____

CITY & STATE: _____ ZIP CODE: _____

PHONE NUMBER: _____ TOLL FREE: _____

FAX NUMBER: _____ EMAIL: _____

DICKINSON DISTRICT SERVICE FACILITY (Indicate 'Same as above' if applicable)

SERVICE CONTACT NAME _____

BUSINESS NAME: _____

SERVICE ADDRESS: _____

CITY & STATE: _____ ZIP CODE: _____

PHONE NUMBER: _____ TOLL FREE: _____

FAX NUMBER: _____ EMAIL: _____

GRAND FORKS DISTRICT SERVICE FACILITY (Indicate 'Same as above' if applicable)

SERVICE CONTACT NAME _____

BUSINESS NAME: _____

SERVICE ADDRESS: _____

CITY & STATE: _____ ZIP CODE: _____

PHONE NUMBER: _____ TOLL FREE: _____

FAX NUMBER: _____ EMAIL: _____

WILLISTON DISTRICT SERVICE FACILITY (Indicate 'Same as above' if applicable)

SERVICE CONTACT NAME _____

BUSINESS NAME: _____

SERVICE ADDRESS: _____

CITY & STATE: _____ ZIP CODE: _____

PHONE NUMBER: _____ TOLL FREE: _____

FAX NUMBER: _____ EMAIL: _____

FARGO DISTRICT SERVICE FACILITY (Indicate 'Same as above' if applicable)

SERVICE CONTACT NAME _____

BUSINESS NAME: _____

SERVICE ADDRESS: _____

CITY & STATE: _____ ZIP CODE: _____

PHONE NUMBER: _____ TOLL FREE: _____

FAX NUMBER: _____ EMAIL: _____

SAMPLE DOCUMENT

EQUIPMENT RENTAL AGREEMENT

North Dakota Department of Transportation
Financial Management Division
608 East Boulevard Avenue
Bismarck, ND 58505-0700

NAME	LESSOR (VENDOR)	LESSEE (STATE)
		ND DEPARTMENT OF TRANSPORTATION
ADDRESS		608 E BOULEVARD AVENUE
CITY, STATE ZIP CODE		BISMARCK ND 58505-0700
CONTACT		VANESSA BROSTEN
PHONE NO		701-328-4466

DATE		RENTAL TERM	BEGINS ON	ENDS ON
	RENTAL RATES *	TRANSPORTATION CHARGES IF APPLICABLE		METER READING OUT
DAY (8HRS.)	$			
WEEK (44HRS.)	$	MINIMUM RENTAL AMOUNT GUARANTEED BY LESSEE		METER READING IN
MONTH (176 HRS.)	$			
EXCESS HOURS BILLED AT	$			
* RENTAL RATES ARE BASED ON HOUR METER USAGE				
EQUIPMENT WILL BE USED AT				LESSEE WILL NOT REMOVE THE EQUIPMENT FROM THIS LOCATION WITHOUT NOTIFICATION.

SERIAL NUMBER	MAKE	MODEL	DESCRIPTION	UNIT VALUE

BILL TO INFORMATION					
NAME					
ADDRESS					
CITY		STATE		ZIP	
CONTACT		PHONE NO			

TERMS AND CONDITIONS

AGREEMENT:
Lessor, in consideration of the covenants, promises, and agreements on the part of the Lessee, hereinafter contained, hereby leases the equipment to Lessee in accordance with the terms of this agreement.

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

TRANSPORTATION CHARGES:
Lessee shall pay to the Lessor transportation charges incurred by Lessor in delivering the equipment to Lessee, and shall pay all such charges to return the equipment to Lessor upon termination of the lease. If applicable, transportation charges may be included in the rental rate.

OPERATION OF EQUIPMENT:
Lessee agrees that the equipment will be operated only by competent employees and will not be operated beyond the manufacturer's rated capacity nor improperly cared for or abused. The Lessee will pay for all costs of operation including regular maintenance and all repairs necessary due to improper use. Lessor shall supply all information necessary for Lessee to properly prepare operators and maintenance for their responsibilities. The equipment shall be returned to Lessor in as good condition as received, less reasonable wear and tear.

REPAIRS:
The expense of all major repairs made during the rental period, which shall be made by the Lessor's maintenance personnel, including labor, parts, mileage and other items will be paid by the Lessor unless required repairs are due to abuse or misuse of the equipment. The Lessee agrees to pay for repair of damaged tires or excessive wear. Cuts resulting in permanent damage to a tire will be subject to repair or replacement by Lessee if due to improper use or abuse. If the machine is down for more than 24 hours due to repairs, Lessor will issue credit of the prorated rental rate, or replace with a like or similar machine, if mutually agreed upon, or the agreement may be terminated and credited accordingly.

WARRANTY:
Lessor assigns to Lessee, for and during the term of this agreement, so long as Lessee shall not be in default, all manufacturer's warranties and guarantees, express or implied, issued on or applicable to the equipment.

ALTERATIONS AND MODIFICATIONS OF EQUIPMENT:
Lessee shall not make any additions, attachments, alterations or improvements to the equipment without the prior written consent of Lessor. Any addition, attachment, alteration or improvement of equipment shall belong to and become the property of Lessor unless, at the request of the Lessor, it is removed prior to the return of such item of equipment by Lessee. Lessee shall be responsible for all costs relating to such removal and shall restore such item of equipment to its operating condition that existed at the time it became subject to the applicable lease.

LIABILITY:
Lessee and Lessor each agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorneys' fees which may in any manner result from or arise out of this agreement.

INSURANCE:
Insurance shall be secured and kept in force during the term of this agreement, from insurance companies or a government self-insurance pool authorized to do business in the state of North Dakota, to include the following coverage:

1) Lessee and Lessor shall provide commercial general liability with minimum liability limits of $250,000 per person and $1,000,000 per occurrence.

2) Lessee shall provide property insurance insuring the full and true value of the equipment. Insurance policy shall name Lessee as insured and Lessor as an additional insured and loss payee thereof as Lessor's interest may appear. An Evidence of Property Insurance shall be provided to the Lessor by the Lessee.

The insurance coverage listed above shall meet the following additional requirements:

1) Any deductible or self-insured retention amount or other similar obligation shall be the sole responsibility of the party purchasing the coverage.
2) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A" or better by A. M. Best Company Inc., provided any excess policy follows form for coverage. "Follows form" means the excess policy must be written with the same terms and conditions as the policy to which is in excess.
3) Either party may request a certificate of insurance evidencing the required coverage that is in effect and providing that the coverage may not be canceled or modified without thirty (30) days prior written notice to the other party.
4) Failure to provide insurance as required in this agreement is a material breach of contract.

TAXES:
The State does not pay sales tax or most federal taxes. The State's sales tax exemption number is E-2001. The federal tax free transaction number is 45-70-0010K. The federal employer identification number is 45-0309764..

INSPECTION:
Lessee agrees to permit Lessor or its representatives to inspect equipment leased hereunder at all reasonable times upon request of Lessor.

TERMINATION:

a. This agreement may be terminated by mutual consent of both parties, or by either party upon 30 day's notice, in writing or delivered by certified mail or in person.

b. In addition, Lessee may terminate this agreement effective upon delivery of written notice to the Lessor, or at such later date as may be established by Lessee, under any of the following conditions:

1) If Lessee funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The agreement may be modified unilaterally to accommodate a reduction in funds.
2) If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this agreement or are no longer eligible for the funding proposed for payments authorized by this agreement.
3) If any license or certificate required by law or regulation to be held by the Lessor to provide the services required by the agreement is for any reason denied or revoked.

Any such termination of this agreement under (1), (2), or(3), above, shall be without prejudice to any obligations of either party already accrued prior to such termination.

c. Either party, by written notice, may terminate the whole or any part of this agreement:

1) If either party fails to provide services called for by this agreement within the time specified herein or any extension thereof; or
2) If either party fails to perform any other provisions of this agreement, or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from either party, fails to correct such failures within ten days or such longer period as either party may authorize.

LESSEE AGREES TO:

1 Notify Lessor of any change in agreed location.
2 Not sublease, rent or loan above equipment.
3 Not hold Lessor responsible for weather conditions, such as rain, snow, etc. No credit is expected because of these conditions.
4 Notify Lessor immediately of any mechanical failure, at which time a decision will be made who is responsible for repairs.
5 Pay a clean-up charge for excessively dirty equipment.

PURCHASE ORDER:
A Purchase Order will not be issued as a result of this agreement. The executed agreement will bind the contractual obligation of the Lessee. Purchase Orders or Claim for Payments will be executed for payment of monthly invoices.

RENTAL PAYMENTS:
Lessee shall pay Lessor, upon invoice, rental payments. Payment for itemized additional charges is upon invoice. All rent and other amounts payable by Lessee to Lessor hereunder shall be paid to Lessor at the address specified above or at such other place as Lessor may designate in writing to Lessee.

LATE PAYMENTS:
Customary late charges on accounts not paid within thirty (30) days of invoice are allowable, not to exceed the maximum rate of interest permitted by law.

EXTENDED RENTAL PERIOD:
Lessee shall notify Lessor of extended rental needs. Lessee reserves the right to negotiate seasonal rates with the Lessor and may opt to extend the agreement upon mutual consent.

REQUEST FOR BID:
If a written request for bid for the equipment rental was solicited, any accompanying specific terms, conditions and specifications therein will become part of this agreement.

GOVERNING LAW AND VENUE:
Notwithstanding any rules regarding the choice of law or venue, it is agreed by the parties that this agreement shall be governed by and construed in accordance with applicable Federal Law and the laws of the state of North Dakota, at the time the agreement was executed. All disputes arising from this agreement shall be brought in the South Central District Court of the state of North Dakota.

MERGER AND WAIVER:
This agreement constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The Lessor, by the signature below of its authorized representative, hereby acknowledges that the Lessor has read this agreement, understands it, and agrees to be bound by its terms and conditions.

LESSOR (Vendor) TO BE SIGNED BY **OWNER; PARTNER; CORPORATE PRESIDENT; VICE PRESIDENT.** OR **OTHER AUTHORIZED CORPORATE OFFICER** OR BID MAY BE REJECTED. (IF SIGNED BY OTHER CORP. OFFICER, PLEASE ATTACH COPY OF POWER OF ATTORNEY OR OTHER DOCUMENTATION SHOWING AUTHORITY TO SIGN.)	
NAME (TYPE OR PRINT) :	TITLE :
SIGNATURE :	DATE :

LESSEE (Agency)	
APPROVED AS TO SUBSTANCE BY :	DATE :
AGENCY DIRECTOR SIGNATURE :	DATE:

RENTAL EQUIPMENT RETURN FORM

Check lights for damage:

_____

_____

_____

Check sheet metal and fiber glass for damage:

_____

_____

_____

Check cab roof, antenna, mirrors, and glass for damage:

_____

_____

_____

Check cab interior for smoking, tears, etc.:

_____

_____

_____

Check all tires/tracks for damage (take pictures if any tires/tracks are in question):

_____

_____

_____

Date: _____

Model: _____

Serial Number: _____

Hours: _____

Dealer: _____

Dealer Signature: _____

District: _____

District Signature: _____

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

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

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

   a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
   b. cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

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

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

Pertinent Non-Discrimination Authorities:

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

Amendment No. 2

To: ALL INTERESTED SUPPLIERS

From: North Dakota Department of Transportation

Date: November 19, 2015

Re: Amendment to Bid 975-08-15-050, Agricultural Tractor Rental, 2016-2017

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

The following question was asked:

Question 1:
We are wondering if we can bid on 3 tractors at one price and the other tractors at a different price.

Answer 1:
Bidder is to provide all tractors, of identified spec, per each bidding location. Bidder must indicate how many units they can provide if not intending to provide the entire amount requested by the District. Only one bid per vendor will be allowed per item # or District. (Bidder may not provide one price per "X" many tractors and offer a different price for any additional units in the same district.)
The Bid is hereby amended.

The bid is amended as follows:

Reference Bid Response page 13 of 21 as noted in Amendment No. 1

DELETE: Paragraph 3 under Bid Response chart.

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

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

Vanessa Brosten, Procurement Officer
PHONE: 701-328-4466
FAX: 701-328-0310
E-MAIL: vbrosten@nd.gov

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

PRINTED NAME OF BIDDER OR OFFEROR and TITLE Lowell Malard Customer Account Manager - Construction	
SIGNATURE	DATE 11/24/15

3630 Miriam Ave Bismarck, ND 58501
701.223.0890 tel | 701.250.1610 fax

Attachment A

If awarded, Butler Machinery Company will provide one or more of each of the following specific models of Challenger MT500E Series Tractors

TECHSTAR CVT EDITIONS

Challenger MT535E Deluxe Tractor 125 PTO HP
Challenger MT545E Deluxe Tractor 135 PTO HP
Challenger MT555E Deluxe Tractor 145 PTO HP
Challenger MT565E Deluxe Tractor 155 PTO HP
Challenger MT575E Deluxe Tractor 165 PTO HP
Challenger MT585E Deluxe Tractor 180 PTO HP

Butler CAT
3630 Miriam Ave Bismarck, ND 58501
701.223.0890 tel | 701.250.1610 fax

November 24th 2015

Butler Machinery Company is a ND based company with capability to service AGCO Challenger Tractors. Each of our facilities has highly trained Service Personal that will be available to assist in the event of an equipment breakdown. If a tractor becomes inoperable for an extended period of time, we will do our best to find a comparable replacement.

Sincerely,

Lowell Malard
Butler Machinery Company
701-250-1636 Office
701-527-8892 Cell

500E SMALL FRAME DELUXE EDITION

Challenger

(F.O.B. PORT OF ENTRY)

DELUXE EDITION FEATURES

ENGINE
MT525E/ MT535E/ MT545E
MT525E: 140 Rated Engine HP, 120 PTO HP
MT535E: 150 Rated Engine HP, 125 PTO HP
MT545E: 165 Rated Engine HP, 135 PTO HP

AGCO POWER™6.6L (403 cu in.) 6 Cylinder, Tier 4f Compliant
- SCR Technology
- Air-to-Air Aftercooled, Common Rail Injection, Turbocharged

Electronic Engine Management (EEM) with Dual ERPM Settings
Electronic Controlled Viscous Fan Drive
Dual Element Dry Type Air Cleaner
Vertical Exhaust at Right Front Cab Post
Cooling System: Antifreeze to Minus 30F (-34°C)
Fuel Tank Capacity: 82 Gal (310L)
DEF Tank Capacity: 8 Gal (30L)

POWERTRAIN
MT525E/ MT535E/ MT545E: TechStar CVT
- Continuously Variable Transmission, 60 ft/h to 31 MPH (18.2 Meters/h to 50 KPH)
- Power Management (PM) with Two Programmable Cruise Speeds
- Short Bar Rear Axle, 90 In. (2277mm) Long, 3.74 in. (95mm) Diameter

MT525E/ MT535E/ MT545E: AutoPower VI Transmission
- 24F/24R Semi-Powershift, 4 Ranges with 6 Powershifts per Range
  40 kph (25 mph) Max Speed
- Power Management (PM) with Two Programmable Cruise Speeds
- Short Bar Rear Axle, 80 In. (2028mm) Long, 3.23 In (82mm) Diameter

Multi-Disc Wet Brakes
Power Differential Lock
Independent PTO:
TechStar CVT: 540/540E/1000/1000E RPM Flanged Shaft, 540 with 6 Spline and 1000 with 21 Spline
AutoPower VI: 540/540E/1000/1000E Exchangeable Shaft, 540 with 6 Spline and 1000 with 21 Spline with Electric Control
Rear Fender Mounted PTO Shut-Off
SV1 & SV2 Settings

FRONT WHEEL ASSIST AXLE
Power Front Axle (PFA)
- 8 Bolt Pattern: MT525E/ MT535E AutoPower VI and TechStar CVT
- 10 Bolt Pattern: MT545E AutoPower VI and TechStar CVT

Suspended Front Axle
Shielded Center Drive Line with Electro-Hydraulic Control & Front Wheel Drive Differential Lock
55 Degree Steering Angle
Tru Trak

HYDRAULICS
Closed Center Load Sensing 29 gpm (110 L/Min) Pump
2900 PSI (200 Bar) Maximum Pressure
2 Electric Valves - Fingertip Controlled on Armrest,
2 Mechanical Valves – Lever Controlled on Right Hand Console
Hydrostatic Power Steering
Fender Control for One Valve
Power Beyond

HITCH
3 Point Hitch: Category 2/3 Linkage Ball Ends
- Active Transport Control
- Lower Link Sensing
- Electronic Draft Control, Electronic Height Control and Rate of Drop
- Variable Float Telescopic Stabilizers
- Left and Right Side External 3 Point Control

Drawbar: Category 2, Clevis and Drop Pin

ELECTRICAL SYSTEM
2 – 120 Amp Alternators
2 – 12V Batteries, 600 CCA Each (SAE)
7 Pin ASAE Rear Trailer Electrical Outlet
Electrical Isolator Switch and Jumpstart Point
110V Engine Block Heater
Ignition with Neutral Start and Key Shutoff

LIGHTING
8 Front Hood Mounted Lights
Four Front Single Bulb Worklights
Two Rear Double Bulb Worklights
Two Field Lights on Hand Rails and Rear Fenders with Taillights, Flashing Warning Lights, and Turn Signals

INSTRUMENTS
Tractor Management Center (TMC)
- Video Input
- Electric Valve Control
- ISOBUS Compliant

Radar with Slip Control
Tachometer: Digital and Analog
PTO Speed: Digital
Ground Speed Display: Digital
Fuel Level, DEF Level, and Coolant Temp Gauges
Warning/Information Lights

OPERATOR AREA
Instructor Seat with Seat Belt
Mechanical Cab Suspension
6 Post Cab
Transmission Control T-Handle on Armrest
Adjustable Steering Column
Front Sun Visor
Air Conditioning and Heater
Air Suspended Seat - Automatic Adjustment
Front and Rear Windshield Wiper/Washer
Dual Large Telescoping Outside Rear View Mirrors
Single Inside Rear View Mirror
Radio with AM/FM/CD/MP3/Bluetooth and 2 Audio Speakers and Antenna
3 Pin 12V Power Outlet
12V Cigarette Lighter Style Power Outlet
ISO 11783 9-Pin in Cab Connector
ISO 11786 7-Pin in Cab Connector

WHEELS AND TIRES
Rear 460/85R38 R1W Single Wheels
Front 380/85R28 R1W Single Waffle Wheels

OTHER STANDARD FEATURES
Auto-Steer Ready
AGCOMMAND™ Equipped w/ Antenna, Bracket, Harness & Telemetry Module, Includes: AGCOMMAND™ Advanced (1 Year Subscription)
Lockable Tool Box
SMV Sign
Molded Rear Fenders
English Literature

MT500E LARGE FRAME DELUXE EDITION

Challenger

(F.O.B. PORT OF ENTRY)

DELUXE EDITION FEATURES

ENGINE

MT555E/MT565E AUTOPOWER VI, MT555E/MT565E TechStar CVT:
AP66-4: AGCO POWER™6.6L (402 cu in.) 6 Cylinder, Tier 4f Compliant
- SCR Technology
- Air-to-Air Aftercooled, Common Rail Injection, eWastegate Turbocharged

MT575E/MT585E/MT595E AUTOPOWER VI, MT575E/MT585E/MT595E TECHSTAR CVT:
AP74-4: AGCO POWER™7.4L (452 cu in.) 6 Cylinder, Tier 4f Compliant
- SCR Technology
- Air-to-Air Aftercooled, Common Rail Injection, Turbocharged

Electronic Engine Management (EEM) with Dual ERPM Settings
Electronic Controlled Viscous Fan Drive
Dual Element Dry Type Air Cleaner
Vertical Exhaust at Right Front Cab Post
Cooling System: Antifreeze to Minus 30°F (-34°C)
Fuel Tank Capacity: 114 Gal (430)
DEF Tank Capacity: 11 Gal (40L)
Engine Block Heater (110V)

POWERTRAIN

TECHSTAR CVT Transmission:
- Continuously Variable Transmission, 60 ft/h to 25 MPH (18.2 Meters/h to 40 KPH)
- Power Management (PM) with Two Programmable Cruise Speeds
- Long Bar Rear Axle 118.2 in. (3002mm) Long, 3.74 in. (95mm) Diameter

AUTOPOWER VI Transmission:
- 24F/24R Semi-Powershift, 4 Ranges with 6 Powershifts per Range
- Power Management (PM) with Two Programmable Cruise Speeds

MT555E / MT565E / MT575E:
Long Bar Rear Axle 112 in. (2847mm) Long 3.74 in. (95mm) Diameter
MT585E / MT595E:
Long Bar Rear Axle 118.2 in. (3002mm) Long, 4.33 in. (110mm) Diameter
Multi-Disc Wet Brakes
Power Differential Lock
Independent PTO
TECHSTAR CVT: 540/540E/1000/1000E RPM Flanged Shaft, 540 with 6 Spline and 1000 with 21 Spline
AUTOPOWER VI: 540/540E/1000 RPM Flanged Shaft, 540 with 6 Spline and 1000 with 21 Spline
Rear Fender Mounted PTO Shut-Off
SV1 & SV2 Settings

FRONT WHEEL ASSIST AXLE

Power Front Axle (PFA)
Suspended Front Axle
Shielded Center Drive Line with Electro-Hydraulic Control & Front Wheel Drive Differential Lock
55 Degree Steering Angle
Tru Trak

HYDRAULICS

Closed Center Load Sensing 29 gpm (110 L/Min) Pump
2900 PSI (200 Bar) Maximum Pressure
2 Electric Valves - Fingertip Controlled on Armrest, 2 Mechanical Valves – Lever Controlled on Right Hand Console
Hydrostatic Power Steering
Power Beyond
Fender Control Spool Valve Control

ELECTRICAL SYSTEM

2 – 120 Amp Alternators
2 – 12V Batteries, 600 CCA Each (SAE)
7 Pin ASAE Rear Trailer Electrical Outlet
Electrical Isolator Switch and Jumpstart Point
Ignition with Neutral Start and Key Shutoff

HITCH

3 Point Hitch: Category 3 Linkage Ball Ends with Quick Hitch
- Active Transport Control
- Lower Link Sensing
- Electronic Draft Control, Electronic Height Control and Rate of Drop
- Rub Block Stabilizers
- Left and Right Side External 3 Point Control

MT555E / MT565E / MT575E: Cat II Clevis Swing Drawbar
MT585E / MT595E: Cat III Clevis Swing Drawbar

LIGHTING

8 Front Hood Mounted Lights
Four Front Single Bulb Worklights
Two Rear Double Bulb Worklights
Two Field Lights on Hand Rails and Rear Fenders with Taillights, Flashing Warning Lights, and Turn Signals

INSTRUMENTS

Tractor Management Center (TMC)
- Video Input
- Electric Valve Control
- ISOBUS Compliant

Radar with Slip Control
Tachometer: Digital and Analog
PTO Speed: Digital
Ground Speed Display: Digital
Fuel Level, DEF Level, and Coolant Temp Gauges
Warning/Information Lights

OPERATOR AREA

Instructors Seat with Seat Belt
2 Electrical Sockets
Mechanical Cab Suspension
6 Post Cab
Transmission Control T-Handle on Armrest
Adjustable Steering Column
Front Sun Visor
Air Conditioning and Heater
Air Suspended Seat - Automatic Adjustment
Front and Rear Windshield Wiper/Washer
Dual Large Telescoping Outside Rear View Mirrors
Single Inside Rear View Mirror
CD Player, Bluetooth, Radio with Antenna & Speakers (MP3 Compatible)
3 Pin 12V Power Outlet
12V Cigarette Lighter Style Power Outlet
ISO 11783 9-Pin In Cab Connector
ISO 11786 7-Pin In Cab Connector

WHEELS AND TIRES

MT555E / MT565E / MT575E
Rear 480/80R42 R1W Single Semi-Dished Cast Center Wheels
Front 420/85R28 R1W Single Waffle Wheels
MT585E / MT595E
Rear 480/80R46 R1W Single Semi-Dished Cast Center Wheels
Front 420/90R30 R1W Single Waffle Wheels

OTHER STANDARD FEATURES

Auto-Steer Ready
AGCOMMAND™ Equipped w/ Antenna, Bracket, Harness & Telemetry Module, Includes: AGCOMMAND™ Advanced (1 Year Subscription)
Lockable Tool Box
SMV Sign
Molded Rear Fenders
English Literature

OP ID: PA

EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY) 04/26/2016

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

AGENCY
Vaaler Insurance/Bismarck
PO Box 933
Bismarck, ND 58502
Rollin C. Mehlhoff

PHONE (A/C, No, Ext): 701-258-2800

FAX (A/C, No): 701-258-2838

E-MAIL ADDRESS:

CODE:

SUB CODE:

AGENCY CUSTOMER ID #: NDDE-07

COMPANY
Great American Insurance Co
Prop & IM Division
6300 S Syracuse Way, Suite 295
Centennial, CO 80111

INSURED
ND Dept. of Transportation
Financial Management Division
608 E Boulevard Ave
Bismarck, ND 58505

LOAN NUMBER: AUTO FLEET/CE

POLICY NUMBER: IMP118755911

EFFECTIVE DATE: 07/01/15

EXPIRATION DATE: 07/01/16

☐ CONTINUED UNTIL TERMINATED IF CHECKED

THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION

LOCATION/DESCRIPTION

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

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
CAT Auto Physical Damage- per sch Excludes aircraft/watercraft Not less than $25,000 or more than $650,000 each 80% co-insurance - Actual Cash Value	23,012,251	25,000
Contractors Eq. - Actual Cash Value - per sch Excludes items <$50,000 and >$500,000 80% co-insurance	4,970,294	15,000
Contractors Equp Leased or Rented From Others (Excludes: Equipment leased or rented with ACV of $25,000 or less)	3,000,000	15000

REMARKS (Including Special Conditions)

see attached spreadsheet

CANCELLATION

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

ADDITIONAL INTEREST

NAME AND ADDRESS
North Central Rental & Leasing
3401 33rd St South
PO Box 9559
Fargo,, ND 58106-9559

☐ MORTGAGEE
X LOSS PAYEE
☐ ADDITIONAL INSURED

LOAN #

AUTHORIZED REPRESENTATIVE
Rollin C. Mehlhoff

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DISTRICT	METER READING OUT	SERIAL NUMBER	YEAR/MAKE	MODEL	DESCRIPTION	UNIT VALUE		BMC ID#
Bismarck		C0555CGN9S1002	2016 Agco Challenger	MT555E CVT	AG Tractor 145 HP	$197,204.00		M022820
Bismarck		C0555VGN9S1003	2016 Agco Challenger	MT555E CVT	AG Tractor 145 HP	$197,204.00		M022821
Bismarck		C0555AGN9S1004	2016 Agco Challenger	MT555E CVT	AG Tractor 145 HP	$197,204.00		M022822
Bismarck		C0555LGN9S1005	2016 Agco Challenger	MT555E CVT	AG Tractor 145 HP	$197,204.00		M022823
Bismarck		C0565VGN9S1002	2016 Agco Challenger	MT565E CVT	AG Tractor 155 HP	$203,473.00		M022824
Bismarck		C0565AGN9S1003	2016 Agco Challenger	MT565E CVT	AG Tractor 155 HP	$203,473.00		M022825
Bismarck		C0575LGN9S1003	2016 Agco Challenger	MT575E CVT	AG Tractor 165 HP	$206,672.00		M022826
Bismarck		CJ67SKGB034021	2016 Agco Challenger	MT535E CVT	AG Tractor 125 HP	$180,590.00		M022818
Bismarck		CJ67SPGB034034	2016 Agco Challenger	MT535E CVT	AG Tractor 125 HP	$180,590.00		M022819
Bismarck		CJ68SJGB035010	2016 Agco Challenger	MT545E CVT	AG Tractor 135 HP	$186,660.00		M022816
Bismarck		CJ68SHGB035001	2016 Agco Challenger	MT545E CVT	AG Tractor 135 HP	$186,660.00		M022817

EQUIPMENT RENTAL AGREEMENT

North Dakota Department of Transportation
Financial Management Division
608 East Boulevard Avenue
Bismarck, ND 58505-0700

NAME	LESSOR (VENDOR)	LESSEE (STATE)
	North Central Rental & Leasing LLC	ND DEPARTMENT OF TRANSPORTATION
ADDRESS	3401 33rd Street South	608 E BOULEVARD AVENUE
CITY, STATE ZIP CODE	Fargo, ND 58104	BISMARCK ND 58505-0700
CONTACT	Lowell Malard	VANESSA BROSTEN
PHONE NO	701-527-8892	701-328-4466

DATE	RENTAL TERM	BEGINS ON	ENDS ON
April 21, 2016		May 1st 2016	October 31st 2016

RENTAL RATES *	TRANSPORTATION CHARGES IF APPLICABLE	METER READING OUT
DAY (8HRS.) $ WEEK (44HRS.) $ MONTH (176 HRS.) $ EXCESS HOURS BILLED AT $ * RENTAL RATES ARE BASED ON HOUR METER USAGE	MINIMUM RENTAL AMOUNT GUARANTEED BY LESSEE $17/ Hour with Guaranteed Minimum usage of 250 Hours	METER READING IN

EQUIPMENT WILL BE USED AT	LESSEE WILL NOT REMOVE THE EQUIPMENT FROM THIS LOCATION WITHOUT NOTIFICATION.

SERIAL NUMBER	MAKE	MODEL	DESCRIPTION	UNIT VALUE
SEE ATTACHED SPREADSHEET			AGCO Challenger Ag Tractors	

BILL TO INFORMATION					
NAME	North Dakota Department of Transportation				
ADDRESS	218 South Airport Road				
CITY	Bismarck	STATE	ND	ZIP	58504
CONTACT	Gary Feist	PHONE NO	701-328-6952		

TERMS AND CONDITIONS

AGREEMENT:
Lessor, in consideration of the covenants, promises, and agreements on the part of the Lessee, hereinafter contained, hereby leases the equipment to Lessee in accordance with the terms of this agreement.

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

TRANSPORTATION CHARGES:

Lessee shall pay to the Lessor transportation charges incurred by Lessor in delivering the equipment to Lessee, and shall pay all such charges to return the equipment to Lessor upon termination of the lease. If applicable, transportation charges may be included in the rental rate.

OPERATION OF EQUIPMENT:
Lessee agrees that the equipment will be operated only by competent employees and will not be operated beyond the manufacturer's rated capacity nor improperly cared for or abused. The Lessee will pay for all costs of operation including regular maintenance and all repairs necessary due to improper use. Lessor shall supply all information necessary for Lessee to properly prepare operators and maintenance for their responsibilities. The equipment shall be returned to Lessor in as good condition as received, less reasonable wear and tear.

REPAIRS:
The expense of all major repairs made during the rental period, which shall be made by the Lessor's maintenance personnel, including labor, parts, mileage and other items will be paid by the Lessor unless required repairs are due to abuse or misuse of the equipment. The Lessee agrees to pay for repair of damaged tires or excessive wear. Cuts resulting in permanent damage to a tire will be subject to repair or replacement by Lessee if due to improper use or abuse. If the machine is down for more than 24 hours due to repairs, Lessor will issue credit of the prorated rental rate, or replace with a like or similar machine, if mutually agreed upon, or the agreement may be terminated and credited accordingly.

WARRANTY:
Lessor assigns to Lessee, for and during the term of this agreement, so long as Lessee shall not be in default, all manufacturer's warranties and guarantees, express or implied, issued on or applicable to the equipment.

ALTERATIONS AND MODIFICATIONS OF EQUIPMENT:
Lessee shall not make any additions, attachments, alterations or improvements to the equipment without the prior written consent of Lessor. Any addition, attachment, alteration or improvement of equipment shall belong to and become the property of Lessor unless, at the request of the Lessor, it is removed prior to the return of such item of equipment by Lessee. Lessee shall be responsible for all costs relating to such removal and shall restore such item of equipment to its operating condition that existed at the time it became subject to the applicable lease.

LIABILITY:
Lessee and Lessor each agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorneys' fees which may in any manner result from or arise out of this agreement.

INSURANCE:
Insurance shall be secured and kept in force during the term of this agreement, from insurance companies or a government self-insurance pool authorized to do business in the state of North Dakota, to include the following coverage:

1) Lessee and Lessor shall provide commercial general liability with minimum liability limits of $250,000 per person and $1,000,000 per occurrence.

2) Lessee shall provide property insurance insuring the full and true value of the equipment. Insurance policy shall name Lessee as insured and Lessor as an additional insured and loss payee thereof as Lessor's interest may appear. An Evidence of Property Insurance shall be provided to the Lessor by the Lessee.

The insurance coverage listed above shall meet the following additional requirements:

1) Any deductible or self insured retention amount or other similar obligation shall be the sole responsibility of the party purchasing the coverage.
2) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A" or better by A. M. Best Company Inc., provided any excess policy follows form for coverage. "Follows form" means the excess policy must be written with the same terms and conditions as the policy to which is in excess.
3) Either party may request a certificate of insurance evidencing the required coverage that is in effect and providing that the coverage may not be canceled or modified without thirty (30) days prior written notice to the other party.
4) Failure to provide insurance as required in this agreement is a material breach of contract.

TAXES:
The State does not pay sales tax or most federal taxes. The State's sales tax exemption number is E-2001. The federal tax free transaction number is 45-70-0010K. the federal employer identification number is 45-0309764..

INSPECTION:
Lessee agrees to permit Lessor or its representatives to inspect equipment leased hereunder at all reasonable times upon request of Lessor.

TERMINATION:

a. This agreement may be terminated by mutual consent of both parties, or by either party upon 30 day's notice, in writing or delivered by certified mail or in person.

b. In addition, Lessee may terminate this agreement effective upon delivery of written notice to the Lessor, or at such later date as may be established by Lessee, under any of the following conditions:

1) If Lessee funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The agreement may be modified unilaterally to accommodate a reduction in funds.
2) If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this agreement or are no longer eligible for the funding proposed for payments authorized by this agreement.
3) If any license or certificate required by law or regulation to be held by the Lessor to provide the services required by the agreement is for any reason denied or revoked.

Any such termination of this agreement under (1), (2), or(3), above, shall be without prejudice to any obligations of either party already accrued prior to such termination.

c. Either party, by written notice, may terminate the whole or any part of this agreement:

1) If either party fails to provide services called for by this agreement within the time specified herein or any extension thereof; or
2) If either party fails to perform any other provisions of this agreement, or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from either party, fails to correct such failures within ten days or such longer period as either party may authorize.

LESSEE AGREES TO:

1 Notify Lessor of any change in agreed location.
2 Not sublease, rent or loan above equipment.
3 Not hold Lessor responsible for weather conditions, such as rain, snow, etc. No credit is expected because of these conditions.
4 Notify Lessor immediately of any mechanical failure, at which time a decision will be made who is responsible for repairs.
5 Pay a clean up charge for excessively dirty equipment.

PURCHASE ORDER:
A Purchase Order will not be issued as a result of this agreement. The executed agreement will bind the contractual obligation of the Lessee. Purchase Orders or Claim for Payments will be executed for payment of monthly invoices.

RENTAL PAYMENTS:
Lessee shall pay Lessor, upon invoice, rental payments. Payment for itemized additional charges is upon invoice. All rent and other amounts payable by Lessee to Lessor hereunder shall be paid to Lessor at the address specified above or at such other place as Lessor may designate in writing to Lessee.

LATE PAYMENTS:
Customary late charges on accounts not paid within thirty (30) days of invoice are allowable, not to exceed the maximum rate of interest permitted by law.

EXTENDED RENTAL PERIOD:
Lessee shall notify Lessor of extended rental needs. Lessee reserves the right to negotiate seasonal rates with the Lessor and may opt to extend the agreement upon mutual consent.

REQUEST FOR BID:
If a written request for bid for the equipment rental was solicited, any accompanying specific terms, conditions and specifications therein will become part of this agreement.

GOVERNING LAW AND VENUE:
Notwithstanding any rules regarding the choice of law or venue, it is agreed by the parties that this agreement shall be governed by and construed in accordance with applicable Federal Law and the laws of the state of North Dakota, at the time the agreement was executed. All disputes arising from this agreement shall be brought in the South Central District Court of the state of North Dakota.

MERGER AND WAIVER:
This agreement constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The Lessor, by the signature below of its authorized representative, hereby acknowledges that the Lessor has read this agreement, understands it, and agrees to be bound by its terms and conditions.

LESSOR (Vendor) TO BE SIGNED BY OWNER; PARTNER; CORPORATE PRESIDENT; VICE PRESIDENT. OR OTHER AUTHORIZED CORPORATE OFFICER OR BID MAY BE REJECTED. (IF SIGNED BY OTHER CORP. OFFICER, PLEASE ATTACH COPY OF POWER OF ATTORNEY OR OTHER DOCUMENTATION SHOWING AUTHORITY TO SIGN.)	
NAME (TYPE OR PRINT): Christopher Lee	TITLE: CFO
SIGNATURE:	DATE: 4-21-16

LESSEE (Agency)	
APPROVED AS TO SUBSTANCE BY: Brad Dam	DATE: 4-26-16
for AGENCY DIRECTOR SIGNATURE: Darcy R. Rosendahl	DATE: 27APR2016

C:\Users\lowellmala\Documents\NDDOT 2016 Contracts\Ag Tractors\Ag Tractor Rentals NDDOT 2016-17.xlsx, 4/22/2016

DISTRICT	METER READING OUT	SERIAL NUMBER	YEAR/MAKE	MODEL	DESCRIPTION	UNIT VALUE
Bismarck		C0555CGN9S1002	2016 Agco Challenger	MT555E CVT	AG Tractor 145 HP	$197,204.00
Bismarck		C0555VGN9S1003	2016 Agco Challenger	MT555E CVT	AG Tractor 145 HP	$197,204.00
Bismarck		C0555AGN9S1004	2016 Agco Challenger	MT555E CVT	AG Tractor 145 HP	$197,204.00
Bismarck		C0555LGN9S1005	2016 Agco Challenger	MT555E CVT	AG Tractor 145 HP	$197,204.00
Bismarck		C0565VGN9S1002	2016 Agco Challenger	MT565E CVT	AG Tractor 155 HP	$203,473.00
Bismarck		C0565AGN9S1003	2016 Agco Challenger	MT565E CVT	AG Tractor 155 HP	$203,473.00
Bismarck			2016 Agco Challenger	MT575E CVT	AG Tractor 165 HP	$206,672.00
Bismarck			2016 Agco Challenger	MT535E CVT	AG Tractor 125 HP	$180,590.00
Bismarck			2016 Agco Challenger	MT535E CVT	AG Tractor 125 HP	$180,590.00
Bismarck			2016 Agco Challenger	MT545E CVT	AG Tractor 135 HP	$186,660.00
Bismarck			2016 Agco Challenger	MT545E CVT	AG Tractor 135 HP	$186,660.00

	BMC ID#	
	M022820	
	M022821	
	M022822	
	M022823	
	M022824	
	M022825	
	M022826	
	M022818	
	M022819	
	M022816	
	M022817	