North Dakota Department of Transportation
INVITATION TO BID **NDDOT Contract #** 50200004

Bid Number: 975-08-19-050	Bid Opening Date & Time: 12/10/2019; 02:00 PM
Items: Agricultural Tractor Rental	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: 05/01/2020 TO 04/30/2021	Date Prepared: 11/22/2019

BID RESPONSE

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

CONTRACT

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

Vendor Name	Vendor Address
RDO Equipment Co.	2000 Industrial Dr. Bismarck, ND 58502

(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 RDO Equipment Co.		
Mailing Address 2000 Industrial Drive Bismarck, ND 58502		
Telephone Number 701-526-6665	Fax Number 701-551-0209	E-mail Address Shintermeister@rdoequipment.com

Jason Hintermeister - Govt. Sales Specialist
Name & Title (Type or Print)

Signature

12-5-2019
Date

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

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

Authorized Signature		Date 5/13/2020
Recommended for approval	Date 4/30/2020	Approximate contract amount $36,000.00

NDDOT North Dakota Department of Transportation

APPROVED as to execution this 1st day of May 2020
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 – 975-08-19-050
BID OPENING DATE/TIME – December 10, 2019; 2:00 P.M. Central
N. D. DEPT. OF TRANSPORTATION
PROCUREMENT SECTION
608 E BOULEVARD AVE
BISMARCK ND 58505-0700

BIDDERS INSTRUCTIONS

1. **Additional Terms and Conditions.** Additional terms and conditions submitted with a bid response are of no effect unless accepted in writing by the Purchasing Agency. Bids with additional terms and conditions may be rejected as non-responsive.

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

3. **Award.** Award will be made to a responsive, responsible bidder with the lowest price considering conformity with specifications, terms of delivery, quality, and serviceability. NDDOT reserves the right to consider bids varying in minor respects from any specific requirements herein, but judged to meet the intent of this request. Bidders interested only in the total low bid for all items are to state 'all or nothing' on their bid response. Award will be made as follows:

   - Split award per group. Award will be based on low bid meeting specification per district location.

4. **Award – Tie Bid Preference.** After applying any reciprocal preference, if a tie occurs between two or more bidders with equal bid prices or offerors with identical evaluation scores:
   - Preference must first be given to bids submitted by resident North Dakota vendors.
   - If a tie remains, preference is given to approved vendors on the Bidders List.
   - If a tie still remains, award shall be made in accordance with N.D.A.C. § 4-12-11-05.

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

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

7. **Bid Opening.** All sealed bids received by the NDDOT Procurement Office will be opened and read at 608 East Boulevard Avenue, Bismarck, North Dakota, at the time specified in the solicitation. Interested parties are invited to attend the bid opening.

8. **Bid Summary.** Bid summaries are available when the bid has been awarded. When bids are issued using the State's electronic bidding system, the bid summary will be posted and available for download from: https://www.nd.gov/omb/vendor.
   Bid summaries will be mailed to those bidders who supply a self-addressed, stamped envelope with their bid response. A copy of the bid summary may also be obtained by visiting the NDDOT Procurement Office during normal working hours.

9. **Bidder Checklist.** HAVE YOU REMEMBERED TO:
   - Review all instructions, terms and conditions, and specifications to ensure your bid response complies?
   - Prepare your price in the specified unit of measure, F.O.B. Destination, Freight Prepaid to the delivery location listed on the cover sheet?
   - Indicate whether you can meet the delivery date indicated on the cover sheet?
   - Sign your bid response on the cover sheet?
   - Initial all changes and corrections?
   - Submit any required samples or enclosures, if applicable?
   - Mark the envelope as indicated above?
   - Review and complete all requirements contained in this solicitation to ensure compliance.

10. **Clarifications, Bid Changes and Questions Deadline.** The Procurement Officer is the point of contact. Any irregularities, lack of clarity, requested bid changes and all questions regarding this bid and the procurement process must be addressed to the Procurement Officer referenced on the first page of this document **not later than end of business December 2, 2019.** (Contact information is indicated on cover page). If a bid amendment is required, it will generally be issued after this date.

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

11. **Corrections.** The bidder's authorized representative must initial any corrections and alterations (i.e. erasures, whiteouts, correction tape, etc.) made to the bid response. Those bid responses with corrections and alterations that are not initialed are subject to confirmation by the Procurement Officer.

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

13. **Electronic & Facsimile Bids.** Bid responses are not to be email attached or faxed to the NDDOT unless this transmittal method has been authorized by the Procurement Officer or bid document. (Contact the Procurement officer regarding additional requirements and exceptions.) Bid responses electronically submitted or faxed may be rejected as non-responsive. Bids may be faxed to a third party who will put it in a properly-addressed envelope and deliver it to the NDDOT Procurement Office before the date and time specified in the solicitation.

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

15. **Indemnification.** The attached Equipment Rental Agreement 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 alterations to these provisions will be permitted without prior written approval from the NDDOT in consultation with the North Dakota Risk Management Division.

16. **Late Bids.** It is the bidder's responsibility to ensure that a bid response is physically deposited with the NDDOT Procurement Office prior to the date and time specified for the opening. Late bids will be rejected, regardless of the degree of lateness, unless the delay is due to the error of the Purchasing Agency and discovered before the selection of the successful bidder.

17. **Minor Informalities.** The State reserves the right to waive minor informalities in bid responses in accordance with N.D.A.C. 4-12-10. Minor informalities are insignificant omissions or nonjudgmental mistakes that are matters of form rather than substance, evident from the bid document, with a negligible effect on price, quantity, quality, delivery, or contractual conditions that can be waived or corrected without prejudice to other bidders.

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

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

20. **New Equipment and Materials**. Unless otherwise indicated in the detailed specifications of this solicitation, all equipment and materials shall be new and under current production for use in the United States.

21. **Open Records Requests.** Bid responses are exempt records until the date and time of the bid opening. After the bid opening, all bid responses are subject to North Dakota open records laws. Interested parties may contact the Procurement Officer to request information related to this solicitation.

22. **Packaging.** All shipments are to be packaged according to accepted commercial practices to avoid damage in shipment.

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

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

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

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

26. **Protests.** Protests of the solicitation must be received by the Procurement Officer within seven days before the bid closing deadline. Protests of the award or Notice of Intent to Award must be received by the Procurement Officer within seven days after receiving notice of award. Seven calendar days after award or issuance of the Notice of Intent to Award it will be assumed that all interested parties knew or should have known all the facts surrounding the award. Protests must be made in writing to the Procurement Officer and include the basis for the protest.

27. **Rejection.** Bid responses may be rejected if:
    - The bid response is not legible.
    - The bid response is not completed as requested.
    - The bid response is faxed to the procurement office.
    - The bid response is not responsive to the specifications or other requirements of the solicitation.
    - The bid response is received after the time and date specified.
    - The bidder has not met Vendor Registration requirements or is suspended or debarred.
    - The bid document has been altered by the bidder.
    - The bidder is determined to be not responsible (N.D.A.C. 4-12-11-04).

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

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

29. **Specifications, Brand Name or Equivalent.** Unless otherwise indicated in the detailed specifications of this solicitation, the use of a specific brand name or make/model is for illustrative purposes only, and the State will consider equivalent products. If a commodity or service put forth by a bidder is rejected as not being equivalent, the Procurement Officer will notify the bidder of the rejection.

30. **Specifications, Compliance.** All bid responses must comply with the specifications contained herein, and the successful bidder will be held responsible. Noncompliance with specifications is grounds for rejection of the bid response. Bidders who desire to submit commodities or services that deviate from these specifications or have any objections to the specifications stated herein must be clearly pointed out PRIOR TO THE DEADLINE FOR RECEIPT OF QUESTIONS; otherwise, it will be considered that the items offered are in strict compliance with these specifications, and the bidder will be held responsible.

31. **Supplemental Terms and Conditions.** Bids including supplemental terms and conditions will be accepted, but supplemental conditions that conflict with any conditions contained in this Invitation To Bid 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 Invitation To Bid, the term or condition of the Invitation To Bid will prevail, and,
    b) If the State's rights are diminished as a result of application of a supplemental term or condition included in the bid, the supplemental term or condition will be considered null and void.

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

32. **Taxes.** The State does not pay sales tax or federal excise tax. The state sales tax exemption number is E-2001. The federal tax-free transaction number is 45-70-0010K. The Purchasing Agency will furnish a tax exempt certificate upon request.

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

    Placement on the bidders list does not guarantee a bidder will receive notice of every formal solicitation. Bidders must maintain current information by submitting a Notice of Change form to the State Procurement Office (Fax 701-328-1615). Visit the website for forms: www.nd.gov/spo/vendor.

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

35. **Withdrawals after the bid opening date and time.** After the bid opening, no changes may be made to the bid response. The bidder may make a written request to withdraw the bid response, subject to approval by the NDDOT Procurement Office. Vendors continually withdrawing bids after the bid opening may be removed from the Vendor Database.

GENERAL CONTRACT TERMS AND CONDITIONS

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

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

3. **Billing and Payment Procedures.** 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.

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

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

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

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

7. **Contract 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.

8. **Contract Term and Renewal Option.** The NDDOT will enter into a contract with an effective date beginning **May 1, 2020 and ending November 30, 2020 for the tractors without a loader and from May 1, 2020 through April 30, 2021 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.

9. **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.

10. **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.

11. **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.

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

13. **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.

14. **Inspection and Investigations.** The State reserves the right to conduct inspections and investigations related to the bidder and the offered commodities or services, including but not limited to the firm, personnel, qualifications, and the commodities and services offered to make determinations regarding compliance with the bid requirements and responsibility of the bidder. All material and workmanship are subject to inspection and testing by the State at the point of manufacturer, place of storage, or upon receipt. The State reserves the right to reject any commodities or services and terminate the contract if the Contractor fails to comply with the specifications, terms and conditions, or the seller's express or implied warranties. Rejected commodities will be removed at the Contractor's expense. Failure to satisfactorily perform may result in suspension or debarment from the Bidders List.

15. **Materials and Workmanship.** All material and workmanship shall be subject to inspection and testing at the discretion of the purchasing agency either at the point of manufacturer, place of storage, or upon receipt.

16. **Receiving.** NDDOT requests delivery of the units **not later than May 1, 2020**. 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).

Deliveries must arrive at the designated destination(s) during normal business hours unless other shipping/receiving instruction are issued by NDDOT personnel. The contractor shall contact the NDDOT to schedule delivery dates and times at least 2 working days 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.

17. **Subcontracts, Assignment.** The contractor shall not subcontract, assign or transfer the contractor's interests or duties under this contract without express written consent of the purchasing agency. However, the contractor may enter into subcontracts provided that any such subcontractor acknowledges the binding nature of this contract and incorporates this contract, including any attachments. The contractor is solely responsible for the performance of any subcontractor. The contractor shall not have the authority to contract for or incur obligations on behalf of the State.

18. **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.

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

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 WITHOUT LOADER

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 2020 and returned by November 30th ± 2020. 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. Engine hours over 250 shall be invoiced at a separate rate filled out in the *Bidder's Overage Price Over Specified Engine Hours* table. Minimum payment for each tractor shall be the hourly rate (hourly price for up to 250 hrs) 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 overage amounts over 250 hours shall be paid upon satisfactory completion of the contract rental period. Overage amounts shall be paid at the hourly overage rate specified by the bidder. **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:

0	**each**	**Bismarck, ND**
0	**each**	**Valley City, ND**
1	**each**	**Devils Lake, ND**
2	**each**	**Minot, ND**
4	**each**	**Dickinson, ND**
2	**each**	**Grand Forks, ND**
5	**each**	**Williston, ND**
2	**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 2020 and returned by April 30th ± 2021. 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. Engine hours over 300 shall be invoiced at a separate rate filled out in the *Bidder's Overage Price Over Specified Engine Hours* table. Minimum payment for each tractor shall be the hourly rate (hourly price for up to 300 hrs) times the estimated usage of 300 hours. ($Hourly Rate as bid x 300 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 overage amount over 300 hours shall be paid upon satisfactory completion of the contract rental period. Overage amounts shall be paid at the hourly overage rate specified by the bidder. **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 weight to be adequate for stability and traction	X		
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	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, manufacturer's standard	X		
Right and left hand outside mirrors	X		
Mounting bracket with adapter to mount DOT furnished strobe light or factory strobe light(s)	X		
Mounting bracket to mount furnished slow moving vehicle sign	X		
Manufacturer's own name brand heavy duty loader with joystick control	X		
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.**	X		
Engine and transmission block heater	X		
Full warranty throughout the rental period	X		

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

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

BIDDER RDO Equipment - JRH

BID RESPONSE

Bidder's Price Up To Specified Engine Hours (hourly price under 250 hr or 300 hr)

					VENDOR TO FILL OUT		
Item	Location	Description	TERM	Units Requested	Units Bidder Can Provide	Bid Price Per Unit ($/HR)*	Year/ Make/Model
1	Bismarck	Tractor without loader	6 mo. lease - 250 hr	0	Ø		2019-2020 John Deere Models ↓
2		Tractor with loader	12 mo. lease - 300 hr	6	6	$20 Per hour	6195M 6215R 6195R 6175R
3	Valley City	Tractor without loader	6 mo. lease - 250 hr	0	Ø		
4		Tractor with loader	12 mo. lease - 300 hr	5	Ø		
5	Devils Lake	Tractor without loader	6 mo. lease - 250 hr	1	Ø		
6		Tractor with loader	12 mo. lease - 300 hr	1	Ø		
7	Minot	Tractor without loader	6 mo. lease - 250 hr	2	Ø		
8		Tractor with loader	12 mo. lease - 300 hr	3	Ø		
9	Dickinson	Tractor without loader	6 mo. lease - 250 hr	4	Ø		
10		Tractor with loader	12 mo. lease - 300 hr	0	Ø		
11	Grand Forks	Tractor without loader	6 mo. lease - 250 hr	2	Ø		
12		Tractor with loader	12 mo. lease - 300 hr	0	Ø		
13	Williston	Tractor without loader	6 mo. lease - 250 hr	5	Ø		
14		Tractor with loader	12 mo. lease - 300 hr	0	Ø		
15	Fargo	Tractor without loader	6 mo. lease - 250 hr	2	2	$20 Per hour	6155M 6175M
16		Tractor with loader	12 mo. lease - 300 hr	0	Ø		

Bidder's Overage Price Over Specified Engine Hours (hourly price over 250 hr or 300 hr)

			VENDOR TO FILL OUT	
Location	Description	TERM	Hourly Overage Price Per Unit ($/HR)*	Year/ Make/Model
Any	Tractor without loader	6 mo. - Greater than 250 hr	$20 per hour	2020 / 5D / listed above
	Tractor with loader	12 mo. - Greater than 300 hr	$20 per hour	2020 / 5D / listed above

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

*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.

BIDDER RDO Equipment - JRH

PRIMARY CONTACT NAME AND BUSINESS LOCATION

PRIMARY CONTACT NAME Jason Hintermeister

BUSINESS NAME: RDO Equipment Co.

MAILING ADDRESS: 2000 Industrial Drive

CITY & STATE: Bismarck, ND ZIP CODE: 58501

PHONE NUMBER: 701-526-6665 TOLL FREE: 800-726-4066

FAX NUMBER: 701-551-0209 EMAIL: Shintermeister@rdoequipment.com

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

SERVICE CONTACT NAME Thomas Goettle

BUSINESS NAME: RDO Equipment Co.

SERVICE ADDRESS: 2000 Industrial Drive

CITY & STATE: Bismarck, ND ZIP CODE: 58501

PHONE NUMBER: 701-223-5798 TOLL FREE: 800-726-5391

FAX NUMBER: 701-223-2819 EMAIL: TGoettle@rdoequipment.com

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

SERVICE CONTACT NAME N/A

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 N/A

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 N/A

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 N/A

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 N/A

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 N/A

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 Ryan Hauck

BUSINESS NAME: RDO Equipment Co.

SERVICE ADDRESS: 2960 34th St. South

CITY & STATE: Moorhead, MN ZIP CODE: 56560

PHONE NUMBER: 701-526-2200 TOLL FREE: 800-726-5386

FAX NUMBER: 701-526-2201 EMAIL: RhauckRdoequipment.com

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.)	$			
MONTH (176 HRS.)	$	MINIMUM RENTAL AMOUNT GUARANTEED BY LESSEE		METER READING IN
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).

CERTIFICATE BY AUTHORIZED OFFICER

I, Thomas K. Espel, Treasurer of RDO Equipment Co., a Delaware corporation, do hereby certify that all corporate action on the part of RDO Equipment Co. has been duly taken to authorize Jason Hintermeister to act on behalf of RDO Equipment Co. with respect to any bids and subsequent purchase orders entered into with the State of North Dakota and the North Dakota Department of Transportation.

Dated this 23rd day of November, 2015.

Thomas K. Espel, Treasurer
RDO Equipment Co.

To whom it may concern:

1) With regard to rental conditions, we agree to meet the required specified conditions of the contract. RDO will also agree to the conditions of the replacement loaner tractor and service requirements per the contracts stated guidelines.
2) With regard to the requested tractor delivery dates, RDO will try to accommodate, however it will depend of John Deere's factory build schedule, as we will be ordering all of these tractors from the factory. RDO will not be responsible or pay a penalty to the State if the tractors are not available by the required delivery date due to OEM unavailability. RDO will order tractors within 48 hours of receiving award notification from the State in order to mitigate delayed delivery in May of 2020.

Sincerely,

Jason Hintermeister-Government Sales Specialist

12-5-2019

EQUIPMENT RENTAL AGREEMENT

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

NAME	LESSOR (VENDOR)	LESSEE (STATE)
	RDO Equipment	N.D. Department of Transportation
ADDRESS	2000 Industrial Drive	608 E. Boulevard Avenue
CITY, STATE ZIP CODE	Bismarck, ND 58502	Bismarck, ND 58505-0700
CONTACT	Jason Hintermeister	Vanessa Brosten, Purchasing Agent II
PHONE NO	701-526-6665; jhintermeister@rdoequipment.com	701-328-4466

DATE	RENTAL TERM	BEGINS ON	ENDS ON
April 27, 2020		May 1, 2020 +/-	April 30, 2021

RENTAL RATES		TRANSPORTATION CHARGES IF APPLICABLE	METER READING OUT
DAY (8HRS.)	$ 0.00	None	See Spreadsheet
WEEK (44HRS.)	$ 0.00		
MONTH (176 HRS.)	$ 0.00	MINIMUM RENTAL AMOUNT GUARANTEED BY LESSEE	METER READING IN
EXCESS HOURS BILLED AT	$ 20.00	$20.00 per unit per hour	
* RENTAL RATES ARE BASED ON HOUR METER USAGE			

EQUIPMENT WILL BE USED AT BISMARCK DISTRICT

LESSEE WILL NOT REMOVE THE EQUIPMENT FROM THIS LOCATION WITHOUT NOTIFICATION

SERIAL NUMBER	MAKE	MODEL	DESCRIPTION	UNIT VALUE
See Spreadsheet	John Deere	See Spreadsheet	See Spreadsheet	See Spreadsheet

BILL TO INFORMATION					
NAME	NORTH DAKOTA DEPARTMENT OF TRANSPORTATION				
	BISMARCK DISTRICT OFFICE				
ADDRESS	218 SOUTH AIRPORT ROAD				
CITY	BISMARCK	STATE	N.D.	ZIP	58504-6003
CONTACT	DEAN SCHLOSS, MAINTENANCE SUPT.	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): Jason Hintermeister	TITLE: Government Sales Specialist
SIGNATURE:	DATE: 4/28/2020

LESSEE (Agency)	
APPROVED AS TO SUBSTANCE BY: Wayne L Grun	DATE: 4/30/2020
AGENCY DIRECTOR SIGNATURE: for the	DATE: 5/3/2020

CERTIFICATE BY AUTHORIZED OFFICER

I, Thomas K. Espel, Treasurer of RDO Equipment Co., a Delaware corporation, do hereby certify that all corporate action on the part of RDO Equipment Co. has been duly taken to authorize Jason Hintermeister to act on behalf of RDO Equipment Co. with respect to any bids and subsequent purchase orders entered into with the State of North Dakota and the North Dakota Department of Transportation.

Dated this 23rd day of November, 2015.

Thomas K. Espel, Treasurer
RDO Equipment Co.