North Dakota Department of Transportation

NDDOT Contract # 50171555

INVITATION TO BID

Bid Number: 926-91-17-050	Bid Opening Date & Time: 11/17/2017 02:00 PM
Items: Fuel Tank Testing & Cleaning	Buyer: Gabriel Hoggarth
Bid Mailing Address: 608 E Blvd Ave	Telephone Number: 701-328-4465
City, State, Zip: Bismarck, ND, 58505	Email: ghoggarth@nd.gov
Contract Period: 12/01/2017 TO 11/30/2018	Date Prepared: 11/02/2017

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
Thomas Archuleta DBA Dr. Fuel Good	3301-R- Coors Blvd. NW #270 Albuq. NM 87120

(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		
Thomas Archuleta D.B.A Dr. Fuel Good		
Mailing Address		
3301 - R- Coors Blvd. NW #270 Albuq Univ. NM 87120		
Telephone Number	Fax Number	E-mail Address
505-259-8346		tq schaeffer01@aol.com

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.)

Thomas Archuleta owner

Name & Title (Type or Print)

Signature

Nov 13 2017

Date

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

Authorized Signature		Date
		1/4/18
Recommended for approval	Date 12/27/17	Approximate contract amount $ 138,300.00

NDDOT North Dakota Department of Transportation

APPROVED as to execution this 2 day of January 2018
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 – **926-91-17-050**
BID OPENING DATE/TIME – **11/17/2017 @ 2:00 PM CST**
N. D. DEPT. OF TRANSPORTATION
PROCUREMENT SECTION
608 E BOULEVARD AVE
BISMARCK ND 58505-0700

BIDDERS INSTRUCTIONS

1. **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.

2. **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.

3. **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.

4. **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.

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

6. **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.

7. **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.

8. **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.

9. **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 (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.

10. **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.

11. **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.

12. **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.

13. **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).

14. **Indemnification.** Bidders must review the attached Risk Management Appendix for indemnification and insurance requirements. The indemnification and insurance provisions are incorporated and made part of this solicitation and the resultant final contract. Objections to any of the provisions of the indemnification and insurance requirements must be made in writing to the attention of the Procurement Officer by the time and date set for receipt of questions. No alteration of these provisions will be permitted without prior written approval from the Purchasing Agency or Entity in consultation with the North Dakota Risk Management Division. Upon receipt of the Notice of Award, the successful bidder must obtain the required insurance coverage and provide the Procurement Officer with proof of coverage prior to contract approval. The coverage must be satisfactory to the Purchasing Agency or Entity, in consultation with the North Dakota Risk Management Division. A bidder's failure to provide evidence of insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

15. **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.

16. **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.

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. **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.

20. **Open Records.** After the bid opening, 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.

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

22. **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.

23. **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.

24. **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.

25. **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. Notice of award will be issued only to those bidders who submitted responses to this IFB. 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.

26. **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).

27. **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 **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).

28. **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.

29. **Specifications, Compliance.** All bids submitted in response to this Invitation for Bid 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 ; otherwise, it will be considered that the items offered are in strict compliance with these specifications, and the bidder will be held responsible.

30. **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.

31. **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.

32. **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.

33. **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.

34. **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 State Fleet Services: Lisa Mathwich, 608 E Blvd Ave, Bismarck, ND 58505. 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.

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

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

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

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

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

1) The request may be granted,
2) The contract may be cancelled and solicitation may be re-advertised, or
3) The contract may be continued without change.

If a price increase is approved by the NDDOT, the date the increase will be effective along with the new unit prices will be included in an amendment document. Approval of any price increase renews the twelve month firm price period.

The State shall also be advised of and receive the benefit of any price decrease. The same notification and review process will apply to a decrease in cost.

8. **Contract Term and Renewal Option.** The NDDOT will enter into a contract with an effective date **beginning December 1, 2017, and ending November 30, 2018**, inclusive. This contract may be renewed upon satisfactory completion of the initial contract term. The NDDOT reserves the right to execute up to two options to renew this contract for a period of twelve (12) months each, not to exceed thirty-six (36) months total. Renewals will be documented by amendment.

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

9. **Contract Termination.**

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

b. **Termination for Lack of Funding or Authority.** The State may terminate this contract effective upon delivery of written notice to the contractor, or on any later date stated in the notice, under any of the following conditions:

i. If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term. The contract may be modified by agreement of the parties in writing to accommodate a reduction in funds.

ii. If federal or state regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.

iii. If any license or certificate required by law or regulation to be held by the contractor to provide the services required by the contract is for any reason denied, revoked or not renewed.

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

c. **Termination for Cause.** The State by written notice to the contractor may terminate the whole or any part of this contract:

i. If the contractor fails to provide services required by this contract within the time specified herein or any extension thereof; or

ii. If the contractor fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms and after receipt of written notice from the State, fails to correct such failures within ten days or such longer period as NDDOT may authorize.

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

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

10. **Inspection and Investigations.** The State reserves the right to conduct inspections and investigations related to the bidder and offered commodities or services, including but not limited to the firm, its facility, personnel, qualifications, and the commodities and/or services offered to make determinations regarding compliance with the bid requirements and responsibility of the bidder.

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

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

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

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

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

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

NAME: Thomas Archuleta
(Name of person servicing this contract)

BUSINESS NAME: D R. Fuel Good

MAILING ADDRESS: 3301 - R · Coors Blvd. NW # 270

CITY & STATE: Albuquerque NM. ZIP CODE: 87120

PHONE NUMBER: 505 259 8346 TOLL FREE: _____

FAX NUMBER: _____ E-MAIL: taschaefferoi@aol.com

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
SPECIFICATIONS FOR
FUEL TANK TESTING & CLEANING SERVICES

The intent of this bid is to obtain fuel tank testing and cleaning services at state owned fueling sites. The fuel storage tanks must be tested annually, usually in August, for water or any other contamination and ensure that the tank, piping, and fuel site are in compliance and meet all of the periodic testing requirements of the North Dakota Department of Health in accordance with N.D.C.C. 33-24-08. In addition the bottom of each tank is to be pumped until only clean fuel is being dispensed by the pump. This will insure that the tanks will have clean fuel going into the winter months.

The North Dakota Department of Transportation has ten onsite fueling locations with gasoline and diesel fuel product. See Pages 7 - 9 for contacts, site locations and tank information.

On a yearly basis the contractor shall:

- Test fuel product in each tank for water or any other contamination.
- Clean tank if necessary to remove waste fuel and interior tank sludge.
- The cleaning process shall be capable of removing all deposits that adhere to the tank interior.
- A site report must be provided indicating the quantity of contaminated fuel and waste material removed.
- A site report must be provided with a description of the type of contamination which was removed (water, rust, sludge, etc.).
- All site reports must be sent to both the District shop foreman and to the Fleet Operations Manager.
- Disposal of waste material in a legal and environmentally acceptable manner is required.
- Ensure that the tank and site meet N.D.C.C. CHAPTER 33-24-08 TECHNICAL STANDARDS AND CORRECTIVE ACTION REQUIREMENTS FOR OWNERS AND OPERATORS OF UNDERGROUND STORAGE TANKS.

The annual testing schedule will be coordinated with District and State Fleet Services personnel. See Page 7 for contacts and addresses.

Bidder(s) shall indicate the cleaning process, reporting requirements and methodology and the disposal methods that will be used. Preferable the complete testing and clean-out process will take not more than two days per site location. This information must be in writing and a fee schedule for any additional required testing must accompany the bid response.

The awarded contractor shall comply with all applicable local, state, and federal laws, code, and regulations.

Bidder shall provide all labor, equipment, and any materials necessary for completion of the cleaning process.

At the time of service, NDDOT reserves the right to include site specific unforeseen expenses caused by extenuating circumstances but falling within the scope of this bid.

Bidder shall submit an all-inclusive price (travel, per diem, mileage, labor and materials) by using the Bid Response Sheet attached.

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION (NDDOT)
FUEL TANK LOCATIONS AND CAPACITIES

The types of fuels that are being used: E-10 unleaded gasoline and #2 Premium diesels (Koch Arctic, Cenex Winter Master). A 5-20% bio-diesel blend is delivered from spring to late fall.

1. NDDOT Bismarck Central Office, Motor Pool **(Gas only)**
   Capitol Grounds
   North of Capitol Building
   Bismarck ND - 58505
   - One 10,000 gal. unleaded, underground tank
   - Electronic line and tank leak detection
   - Wide Area Network/Tech 21-Model 1000 card reader

2. NDDOT Bismarck District Office **(Gas and Diesel)**
   216 S 19th Street – Airport Road
   Bismarck ND - 58504-6003
   - One 12,000 gal. unleaded, aboveground tank with one FuelMaster 2550 card reader
   - One 12,000 gal. diesel - aboveground tank with one FuelMaster 2550 card reader

3. NDDOT Devils Lake District Office **(Diesel only)**
   1905 Schwan Avenue NW
   W of Devils Lake District Shop off Hwy 2
   Devils Lake, ND 58301-0817
   - One 10,000 gal. diesel, above-ground tank (located 3 miles west of main district office)
   - One FuelMaster 2550 card reader

4. NDDOT Dickinson District Office **(Gas and Diesel)**
   1700 3rd Ave W.
   Dickinson ND 58601-3009
   - One 10,000 gal. unleaded, underground tank
   - One 10,000 gal. diesel, underground tank
   - One FuelMaster 2550 card reader
   - Electronic line and tank leak detection

5 NDDOT Fargo District Office **(Gas and Diesel)**
   503 38th Street S.
   Fargo ND 58103-1198
   - One 10,000 gal. unleaded, underground tank
   - One 10,000 gal. diesel, underground tank
   - One FuelMaster 2550 card reader
   - Electronic line and tank leak detection

6. NDDOT Grand Forks District Office **(Gas and Diesel)**
   Hwy 81 N
   1951 N. Washington
   Grand Forks ND 58208-3077
   - One 10,000 gal. unleaded, aboveground tank
   - One 10,000 gal. diesel, aboveground tank
   - One FuelMaster 2550 card reader
   - Electronic line and tank leak detection

7. NDDOT Minot District Office **(Gas and Diesel)**
   1305 Hwy 2 & Bypass East
   Minot ND 58702-1396
   - One 10,000 gal. unleaded, underground tank
   - One 10,000 gal. diesel, underground tank
   - One FuelMaster 2550 card reader
   - Electronic line and tank leak detection

8. NDDOT Valley City District Office **(Gas and Diesel)**
   1524 8th Ave SW
   Valley City ND 58072-4200
   - One 10,000 gal. unleaded, underground tank
   - One 10,000 gal diesel, underground tank
   - One FuelMaster 2550 card reader for both unleaded and diesel
   - Electronic line and tank leak detection

9. NDDOT Valley City District, Jamestown Section Shed **(Gas and Diesel)**
   3568 81st Ave SE.
   Jamestown ND 58401
   - One 10,000 gal. unleaded, underground tank
   - One 10,000 gal. diesel, underground tank
   - One FuelMaster 2550 card reader

10. NDDOT Williston District Office **(Gas and Diesel)**
    US 2 & 6th Ave W
    605 Dakota Parkway W
    Williston ND 58802-0698
    - One 10,000 gal. unleaded, underground tank
    - One 10,000 gal. diesel, underground tank
    - One FuelMaster 2550 card reader
    - Electronic line and tank leak detection

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
LISTING OF DISTRICT PERSONNEL AND TELEPHONE NUMBERS
Area Code 701

61 - BISMARCK DISTRICT: 218 S. Airport Rd, Bismarck, ND 58504-6003
Gangl, Larry; District Engineer
Hill, Justin (Jodie); District Shop Foreman - 328-6940
Sean Lackner – Administrative Officer - 328-6951

62 - VALLEY CITY DISTRICT: 1524 8th Ave. SW, Valley City, ND 58072-4200
Jay Praska; District Engineer
Duffy, Terry; District Shop Foreman - 845-8802
Hoffman, Marc; Jamestown Section Supervisor – 252-5821
Duffy, Karen – Administrative Officer - 845-8805

63 - DEVILS LAKE DISTRICT: 316 6th St. SE, Devils Lake, ND 58301-3628
Hanson, Wyatt; District Engineer
Deplazes, Brad; District Shop Foreman - 665-5120
Legacie, Joanne – Administrative Officer - 665-5102

64 - MINOT DISTRICT: 1305 Hwy.2 Bypass East, Minot, ND 58701-7922
Redding, James; District Engineer
Klein, Tom; District Shop Foreman - 857-6929
Hansen, Merry Jo – Administrative Officer - 857-6925

65 - DICKINSON DISTRICT: 1700 3rd Ave. W Suite 101, Dickinson, ND 58601-3009
Rayhorn, Rob; District Engineer
Urlacher, Allan; District Shop Foreman - 227-6522
Kerner, Bonnie – Administrative Officer - 227-6504

66 - GRAND FORKS DISTRICT: 1951 N Washington, PO Box 13077, Grand Forks, ND 58208-3077
Noehre, Les; District Engineer
Underwood, Don; District Shop Foreman - 787-6520
Fleming, Vern – Administrative Officer - 787-6503

67 - WILLISTON DISTRICT: 605 Dakota Parkway W, PO Box 698, Williston, ND 58802-0698
Wilt, Joel.; District Engineer
Esterby, Ken; District Shop Foreman - 774-2720
Rossland, Kathleen – Administrative Officer - 774-2702

68 - FARGO DISTRICT: 503-38th St. S., Fargo, ND 58103-1198
Walton, Bob; District Engineer
Lee, Jonathon; District Shop Foreman - 239-8912
Lockwood, Kathy – Administrative Officer - 239-8902

30 – STATE FLEET SERVICES: 608 East Blvd. Avenue, Bismarck, ND 58505-0700
Rehborg, Robin; Director of Fleet Services
Lipp, Diane; Capital Motor Pool Operations Mgr. – 328-2701
Mathwich, Lisa; State Fleet Operations Manager - 328-2935

050 – FINANCIAL MANAGEMENT: 608 East Blvd. Avenue, Bismarck, ND 58505-0700
Hoggarth, Gabriel; Procurement Officer – 328-4465

Site	LOCATION	EA	FUEL TYPE	TANK TYPE	PRICE
1	**Capital Motor Pool Fleet Services**	1	Gas	Cathodically protected steel (Underground.) 10,000 Gal	3,500.00
				Travel expense - Mileage, Per Diem, Lodging	
				Sub-total Site 1	$ 3,500.00
2	**Bismarck District**	1	Gas	Fireguard double walled (Aboveground.) 12,000 Gal	2,300.00
		1	Diesel	Fireguard double walled (Aboveground.) 12,000 Gal	2,300.00
				Travel expense - Mileage, Per Diem, Lodging	
				Sub-total Site 2	$ 4,600.00
3	**Devils Lake District**	1	Diesel	Double wall steel storage (Above ground) 10,000 Gal	2,300.00
				Travel expense - Mileage, Per Diem, Lodging	
				Sub-total Site 3	$ 2,300.00
4	**Dickinson District**	1	Gas	Fiberglass reinforced plastic (Underground.) 10,000 Gal	3,100.00
		1	Diesel	Fiberglass reinforced plastic (Underground.) 10,000 Gal	2,000.00
				Travel expense - Mileage, Per Diem, Lodging	
				Sub-total Site 4	$ 5,100.00
5	**Fargo District**	1	Gas	Fiberglass reinforced plastic (Underground.) 10,000 Gal	3,100.00
		1	Diesel	Fiberglass reinforced plastic (Underground.) 10,000 Gal	2,000.00
				Travel expense - Mileage, Per Diem, Lodging	
				Sub-total Site 5	$ 5,100.00
6	**Grand Forks District**	1	Gas	Fireguard double walled (Aboveground.) 10,000 Gal	2,300.00
		1	Diesel	Fireguard double walled (Aboveground.) 10,000 Gal	2,300.00
				Travel expense - Mileage, Per Diem, Lodging	
				Sub-total Site 6	$ 4,600.00

BIDDER Thomas Archuleta DBA Dr. Fuel Good

Site	LOCATION	EA	FUEL TYPE	TANK TYPE	PRICE
7	**Minot District**	1	Gas	Fiberglass reinforced plastic (Underground.) 10,000 Gal	3,100.00
		1	Diesel	Fiberglass reinforced plastic (Underground.) 10,000 Gal	2,000.00
				Travel expense - Mileage, Per Diem, Lodging	
				Sub-total Site 7	$ 5,100.00
8	**Valley City District**	1	Gas	Fiberglass reinforced plastic (Underground.) 10,000 Gal	3,100.00
		1	Diesel	Fiberglass reinforced plastic (Underground.) 10,000 Gal	2,000.00
				Travel expense - Mileage, Per Diem, Lodging	
				Sub-total Site 8	$ 5,100.00
9	**Jamestown Section Valley City District**	1	Gas	Double wall steel storage (Above ground) 10,000 Gal	3,100.00
		1	Diesel	Double wall steel storage (Above ground) 10,000 Gal	2.500.00
				Travel expense - Mileage, Per Diem, Lodging	
				Sub-total Site 9	$ 5,600.00
				Sub-total Sites 8 & 9	$ 10,700.00
10	**Williston District**	1	Gas	Cathodically protected steel (Underground.) 10,000 Gal	3,100.00
		1	Diesel	Cathodically protected steel (Underground.) 10,000 Gal	2,000.00
				Travel expense - Mileage, Per Diem, Lodging	
				Sub-total Site 10	$ 5,100.00
		18		**Total All Sites**	$ 46,100.00

BIDDER Thomas Archuleta DBA Dr. Fuel Good

Risk Management Appendix

Service Contracts with Private Individuals, Companies, Corporations, Etc.:

Contractor agrees to defend, indemnify, and hold harmless the state of North Dakota, its agencies, officers and employees (State), from and against claims based on the vicarious liability of the State or its agents, but not against claims based on the State's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by Contractor to the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Contractor also agrees to defend, indemnify, and hold the State harmless for all costs, expenses and attorneys' fees incurred if the State prevails in an action against Contractor in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

Contractor shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in North Dakota, the following insurance coverages:

1) **Commercial general liability** and **automobile liability** insurance – minimum limits of liability required are **$250,000 per person** and **$1,000,000 per occurrence.**
2) **Workers compensation** insurance meeting all statutory limits.
3) The State of North Dakota, its agencies, officers, and employees (State) shall be endorsed as an **additional insured** on the commercial general liability and automobile liability policies.
4) Said endorsements shall contain a **"Waiver of Subrogation"** in favor of the state of North Dakota.
5) The policies and endorsements may not be canceled or modified without **thirty (30) days prior written notice** to the undersigned State representative.

Contractor shall furnish a certificate of insurance evidencing the requirements in 1, 3, and 4, above to the undersigned State representative prior to commencement of this agreement.

The State reserves the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time. Any attorney who represents the State under this contract must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08.

When a portion of a Contract is sublet, the Contractor shall obtain insurance protection (as outlined above) to provide liability coverage to protect the Contractor and the State as a result of work undertaken by the Subcontractor. In addition, the Contractor shall ensure that any and all parties performing work under the Contract are covered by public liability insurance as outlined above. All Subcontractors performing work under the Contract are required to maintain the same scope of insurance required of the Contractor. The Contractor shall be held responsible for ensuring compliance with those requirements by all Subcontractors.

Contractor's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the State. Any insurance, self-insurance or self-retention maintained by the State shall be excess of the Contractor's insurance and shall not contribute with it. The insolvency or bankruptcy of the insured Contractor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Contractor from meeting the retention limit under the policy. Any deductible amount or other obligations under the policy(ies) shall be the sole responsibility of the Contractor. This insurance may be in a policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. The State will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above.

RM Consulted 2007
Revised 5-09

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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).

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Risk Management Appendix

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RM Consulted 2007
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NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
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- 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).

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NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
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DRFUE-1 OP ID: BT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/07/2017

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Monroe & Monroe Insurance Agency, Ltd. 2921 Galleria Dr., Suite 102 Arlington, TX 76011 Jim Beam, CIC	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED Dr. Fuel Good Tom Archuleta 5031 Costa Uasca Dr NW Albuquerque, NM 87120	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Mid-Continent Casualty Co. — 23418 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Pollution liab GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	X	X	04GL980710	08/16/2017	08/16/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 0 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (PER ACCIDENT)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	Floater			04IM69960	08/16/2017	08/16/2018	Bailee Cargo	100,000 100,000

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

The General Liability policy includes a blanket additional insured and waiver of subrogation endorsement that provides additional insured and waiver of subrogation status to the certificate holder only when there is a written "insured contract" between the named insured and the certificate holder that requires such status.

CERTIFICATE HOLDER	CANCELLATION
NDDOT11 North Dakota Department of Transportation 608 East Boulevard Ave Bismarck, ND 69606-0700	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE C Monroe

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/02/2018

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: John Dziak	
Associated Insurance Professionals, Inc 1429 Carlisle Blvd NE Albuquerque, NM 87110 License #: 0F14643	PHONE (A/C, No, Ext): 505-265-3704	FAX (A/C, No): 505-268-9631
	E-MAIL ADDRESS: johndz@aip-inc.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : UNITED FINANCIAL CASUALTY CO, 11770	
INSURED TOM ARCHULETA DBA: DR. FUEL GOOD 5031 COSTA UASCA NW ALBUQUERQUE, NM 87120	INSURER B : New Mexico Foundation Insurance Company	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 00000000-0 **REVISION NUMBER:** 5

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	AUTOMOBILE LIABILITY	Y	Y	06060796-0	04/07/2017	04/07/2018	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		96467.101	08/15/2017	08/15/2018	X PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y (Mandatory in NH)						E.L. EACH ACCIDENT	$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

North Dakota Department of Transportation is included as an additional insured with a waiver of subrogation in place in their favor.

Workers Comp: Tom Archuleta

CERTIFICATE HOLDER	CANCELLATION
North Dakota Department of Transportation 608 East Boulevard Ave Bismark, ND 69606	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE (JMD)

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North Dakota Department of Transportation

Thomas K. Sorel
Director

Doug Burgum
Governor

December 13, 2017

Dr. Fuel Good
Attn: Thomas Archuleta
3301 R Coors Blvd #270
Albuquerque, NM 87120

Dear Contractor:

You have submitted to the North Dakota Department of Transportation (NDDOT), in connection with your certificate of insurance, additional pages or language on the certificate which either purports to limit or qualify the information reflected on the certificate of insurance or which purports to change, modify or amend your company's insurance policies. NDDOT policy is to not solicit, review or approve contractors' insurance policies, endorsements or amendments to insurance policies, or insurance documents other than properly completed certificates of insurance. NDDOT contracts specify that contractors are responsible for acquiring and maintaining specified coverages and proof of insurance.

Please have a company executive authorized to execute contract documents sign and date the statement below attesting that your company has insurance coverage consistent with the contract provisions and immediately fax and mail it back to us.

Be advised that execution of this contract will be delayed until these issues have been resolved.

Sincerely,

Vanessa Brosten
Procurement Section Supervisor

BID NO. 926-91-17-050

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

Date Dec 18 2017

Tom Archuleta Owner
Type or Print Name & Title

Signature

PROGRESSIVE

Additional Insured Endorsement

Name of Person or Organization

NORTH DAKOTA DEPTARTMENT OF TRANSPORTATION
608 E BLVD AVE
BISMARK, N.D. 69066-0700

The person or organization named above is an insured with respect to such liability coverage as is afforded by the policy but this insurance applies to said insured only as a person liable for the conduct of another insured and then only to the extent of that liability. We also agree with you that insurance provided by this endorsement will be primary for any power unit specifically described on the Declarations Page.

Limit of Liability

Bodily Injury	each person/	each accident
Property Damage	each accident	
Combined Liability 1,000,000	each accident	

All other terms, limits and provisions of this policy remain unchanged.

This endorsement applies to Policy Number: 06060796-0

Issued to (Name of Insured): TOM ARCHULETA

Effective date of endorsement: 01/02/2018 Policy expiration date: 04/07/2018

Form 1198 (01/04)

DR. FUEL GOOD

FUEL ANALYSIS & FUEL TANK CLEANING

DR FUEL GOOD WILL MAKE YOUr FUEL BETTER!

505-259-8346

Dr. Fuel Goods cleaning system utilizes an intergrated air vacuum pump that extracts the fuel through a hose inserted into the tank, the hose is controlled and directed from the tank opening sweeping the complete bottom and corners extracting the sediment , rust and water.
In stage 1 an analysis of the fuel is done. A visual clarity test is preformed then water content is checked, a bacteria and fungus analysis is completed ,if bacteria is noted a biocide is added (Schaeffer's fuel shock).if none is noted a fuel maintenance dose is added(see insert). Diesel is checked for cetane quality and noted.

In stage 2 the fuel is passed through a closed loop system using a 100 micron screen filter to catch all large rust particles, sludge, dirt and sediment, it continues to a 10 micron filter then through a 5 micron filter to completely remove all particles 5 microns and larger. (the typical dispenser filters are 10 or 30 micron) as the bottom is being swept by the flexible suction wand, the fuel is reintroduced into the tank under pressure through a sprayer that is directed to the sides of the tank to remove any loose particles and drop them to the bottom to be swept up, this process continues until the fuel is clear of any particles this is seen through the hose and sight port on the filter.

Stage 3 continues the filtration process, but if needed smaller micron filters are used. The fuel is now directed into a water separating coalescing filter unit that removes any water entrained in the fuel the fuel is "polished" through these two water absorbing filters as the fuel is returned to the tank .
After the cleaning process is completed it is suggested that all external filters on dispensers be changed .
While it is suggested that the dispensers not be used extensively during the cleaning process, it is not necessary to close them off.

Dr. Fuel Good will provide each site with before and after samples of fuel straight from the tank for the ASTM Bright and Clear Test.

Dr Fuel Good will also treat the fuel with the proper fuel stabilizers and inhibitors to assure the fuel meets all ASTM standards.
A complete advanced fuel analysis can be done on all diesel including:
Cetane Index (D-976)
Water (D-6304)
Water & sediment (D-1796)
API Gravity (D-287)
Distillation (D-86)
A report including a site inspection report (fire extinguisher , leaks, hose condition etc.)and any corrective action required , type of contamination found and removed and fuel analysis will be sent to each site foreman and Fleet Operations Manager.
At the termination of each cleaning, a report of the amount of contaminated fuel will be given to the site foreman.
Disposal of waste will be handled through Mesa Oil Inc..

The testing and cleaning should average between 3-5 hours per tank.

If you have any questions please feel free to contact me my cell # is 505-259-8346

Tank You!
Tom Archuleta
Dr. Fuel Good

Dr. Fuel Good

3301 –R – Coors Blvd. NW

Albuquerque, NM 87120

505-259-8346

Tom Archuleta, owner of Dr. Fuel Good , has been providing professional Fuel analysis, and fuel tank cleaning for over 11 years , within the last 8 years ,his daughter Abby has joined the profession , truly making this a family business, she is qualified to oversee operations, including fuel analysis, and tank cleaning. Together they have cleaned over 900 different tanks gaining experience in handling all types of materials, including above ground tanks, underground tanks, sumps and separators, in sizes ranging from 50 gallons to 250,000 gallons.

Safety is our first objective and have taken every precaution that we can.

Dr. Fuel Good has been serving local city governments, state , private, and corporate accounts providing annual, semi-annual and as needed cleaning services , please see the attached description of how this professional tank cleaning is done.

Disposal services for the state of North Dakota is handled thru Jebro inc.

Sioux City IA 1800-231-8555 Att. Eric

Other services provided:

Dr. Fuel Good can also service your filters, nozzles, and hoses replace gaskets, and seals if needed.

Cost:

Filters $ 11.00 -42.00 depending on requirements

Gaskets $ 3.00- 11.50

Seals depending on need

Amendment No. 1

To: ALL INTERESTED SUPPLIERS

From: North Dakota Department of Transportation

Date: November 9, 2017

Re: Amendment to Bid 926-91-17-050, FUEL TANK TESTING & CLEANING

The following changes have been made to the solicitation.

1. Page 10 of 13 lists the Jamestown Section Shed tanks as being underground. Page 13 of 13, in the bid response, the same tanks are labeled as being aboveground. The Jamestown Section Shed tanks are **aboveground**.

2. Add: Biocide is required in each tank to prevent bacteria and/or fungus. If any bacteria and/or fungus is found, enough biocide must be added to the tank to kill the infestation.

THE SOLICITATION IS HEREBY AMENDED.

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

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

Gabriel Hoggarth, Procurement Officer
PHONE: 701-328-4465
FAX: 701-328-0310
E-MAIL: ghoggarth@nd.gov

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

PRINTED NAME OF BIDDER OR OFFEROR and TITLE Thomas Archuleta DBA Dr. Fuel Good	
SIGNATURE	DATE 11-13-17

North Dakota Department of Transportation

AMENDMENT TO CONTRACT NO. 50171555

Project No.

THIS AMENDMENT to the above-referenced contract is entered into by and between the State of North Dakota, acting through its Director of Transportation, hereinafter known as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and Dr. Fuel Good, hereinafter known as the Contractor, whose address is 3301 R Coors Blvd NW #270, Albuquerque, NM 87120.

WHEREAS, the parties entered into a contract on January 4, 2018; and

WHEREAS, the contract was competitively bid and awarded to the Contractor through November 30, 2018; and

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

WHEREAS, the Contractor has expressed a willingness to extend the term of the above-referenced contract for an additional twelve (12) month period; and

NOW THEREFORE, the Contractor and NDDOT agree that the term of the contract is extended through November 30, 2019.

All other terms and conditions of the above-referenced contract are incorporated herein by reference and remain in full force and effect.

EXECUTED the date last below signed.

WITNESS:

Martha Archuleta
NAME (TYPE OR PRINT)

Martha Archuleta
SIGNATURE

CONTRACTOR:

DR. FUEL GOOD
COMPANY NAME

Thomas Archuleta
OFFICER'S NAME (TYPE OR PRINT)

Thomas Archuleta
SIGNATURE

Owner
TITLE

11-8-18
DATE

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

WITNESS:

LAUREEN M. MARTIN
NAME (TYPE OR PRINT)

Laureen M Martin
SIGNATURE

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

Mark Nelson
DIRECTOR (TYPE OR PRINT)

SIGNATURE

11/19/18
DATE

APPROVED as to execution this 13th day of November 20 13
ATTORNEY GENERAL
By
SPECIAL ASST. ATTORNEY GENERAL

APPROVED as to substance by:

Robin Rehborg
DIVISION DIRECTOR (TYPE OR PRINT)

Robin Rehborg
SIGNATURE

11-15-18
DATE

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

NDDOT
North Dakota Department of Transportation

North Dakota Department of Transportation

AMENDMENT TO CONTRACT NO. 50171555

Project No.

THIS AMENDMENT to the above-referenced contract is entered into by and between the State of North Dakota, acting through its Director of Transportation, hereinafter known as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and Dr. Fuel Good, hereinafter known as the Contractor, whose address is 3301 R Coors Blvd NW #270, Albuquerque, NM 87120.

WHEREAS, the parties entered into a contract on January 4, 2018; and

WHEREAS, the contract was competitively bid and awarded to the Contractor; and

WHEREAS, the Contractor performed satisfactorily under the terms of the contract and has been extended one time through November 30, 2019; and

WHEREAS, the Contractor has expressed a willingness to extend the term of the above-referenced contract for an additional twelve (12) month period; and

NOW THEREFORE, the Contractor and NDDOT agree that the term of the contract is extended through November 30, 2020.

All other terms and conditions of the above-referenced contract are incorporated herein by reference and remain in full force and effect.

EXECUTED the date last below signed.

WITNESS:

ABBY ARCHULETA
NAME (TYPE OR PRINT)

Abby Archuleta
SIGNATURE

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

CONTRACTOR:

DR. Fuel Good
COMPANY NAME

Tom Archuleta
OFFICER'S NAME (TYPE OR PRINT)

Tom Archuleta
SIGNATURE

Owner
TITLE

11-15-19
DATE

WITNESS:

Sondra Goebel
NAME (TYPE OR PRINT)

Sondra Goebel
SIGNATURE

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

Mark Nelson
DIRECTOR (TYPE OR PRINT)

SIGNATURE

11/22/19
DATE

APPROVED as to substance by:

Robin Rehborg
DIVISION DIRECTOR (TYPE OR PRINT)

Rob Rehborg
SIGNATURE

11-21-19
DATE

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

APPROVED as to execution this
21st day of November 20 19
ATTORNEY GENERAL
By
SPECIAL ASST. ATTORNEY GENERAL

NDDOT
North Dakota
Department of Transportation