

North Dakota Department of Transportation
INVITATION TO BID

NDDOT Contract # 50151924

Bid Number: 946-46-15-050	Bid Opening Date & Time: 09/28/2015 02:00 PM
Items: Title Service, ROW	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: 10/01/2015 TO 09/30/2018	Date Prepared: September 14, 2015

BID RESPONSE

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

CONTRACT

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

Vendor Name <i>North Dakota Guaranty & Title Co.</i>	Vendor Address <i>201 4th Ave NW Mandan ND 58554</i>
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(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 <i>The North Dakota Guaranty and Title Co.</i>		
Mailing Address <i>314 E Thayer Ste 101 Bismarck, ND 58501</i>		
Telephone Number <i>701-663-5362</i>	Fax Number <i>701-663-2855</i>	E-mail Address <i>nhacker@thetitleteam.com</i>

Nick Hacker, President

Name & Title (Type or Print)

Nick Hacker

Signature

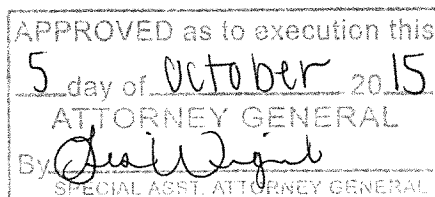
Sept. 14, 2015

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 <i>Grant Levi</i>	Date <i>10/6/15</i>
Recommended for approval <i>WSS</i>	Date <i>10/5/15</i>
Approximate contract amount <i>\$ unknown</i>	



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 – 946-46-15-050
BID OPENING DATE/TIME – September 28, 2015; 2:00 p.m. Central
N. D. DEPT. OF TRANSPORTATION
PROCUREMENT SECTION
608 E BOULEVARD AVE
BISMARCK ND 58505-0700

BIDDERS INSTRUCTIONS

1. **Acceptance/Rejection/Waiver.** The state of North Dakota reserves the right to accept or reject any or all bids and to waive minor irregularities or technicalities, provided such waiver does not substantially change the offer or provide a competitive advantage to any vendor, in the judgment of the state.
2. **Affirmative Action.** The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of individuals with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability.
3. **Assistance to Bidders with a Disability.** Bidders with a disability and/or language assistance, contact Civil Rights Division, NDDOT, 701-328-2978 or civilrights@nd.gov or TTY 711, as soon as possible so that reasonable accommodations can be made. Additionally, the Request for Reasonable Accommodations form (SFN 60135) can be accessed at the following NDDOT website location: <http://www.dot.nd.gov/forms/sfn60135.pdf>.
4. **Alterations and/or Corrections.** The person signing the bid response must initial any or all manual alterations and/or corrections to the bid response. Those bid responses with alterations and/or corrections that are not initialed may be rejected.
5. **Award.** Award will be made to a responsive, responsible bidder with the lowest price considering conformity with specifications, terms of delivery, quality, and serviceability. NDDOT reserves the right to consider bids varying in minor respects from any specific requirements herein, but judged to meet the intent of this request.

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

6. **Bidder Checklist.** HAVE YOU REMEMBERED TO:

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

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

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:
<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.

9. **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.

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 September 14, 2015. (Contact information is indicated on cover page). If a bid amendment is required, it will generally be issued after this date.

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

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

13. **Electronic & Facsimile Bids.** Bid responses are not to be email attached or faxed to the NDDOT. Bid responses electronically submitted or faxed may be rejected as non-responsive.

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 Risk Management will be incorporated into the contract. The successful Bidder may be required to furnish proof of insurance, as detailed in the Risk Management Appendix.

16. **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.

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

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

19. **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.

20. **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.

21. **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.

22. **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.

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

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

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

25. **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).

26. **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.

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

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28. **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.

29. **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.

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

GENERAL CONTRACT TERMS AND CONDITIONS

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

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

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

4. **Confidentiality:** The contractor agrees not to use or disclose any information it receives from the State under this contract that the State has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this contract or as authorized in advance by the State. The State agrees not to disclose any information it receives from the contractor that has previously been identified as confidential and which the State determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the North Dakota open records law, N.D.C.C. § 44-04-18. The duty of the State and the contractor to maintain confidentiality of information under this section continues beyond the term of this contract, or any extensions or renewals of it.

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

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

6. **Contract Term and Renewal Option.** The NDDOT will enter into a contract with an effective date beginning **October 1, 2015, and ending September 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 sixty (60) 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.

7. **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.

8. **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.

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

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10. **Billing and Payment Procedures.** Invoices are to be submitted the NDDOT Environmental & Transportation Services – Right of Way Division, ATTN: Mike Knox, 608 East Boulevard Avenue, Bismarck, ND 58505-0700. 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.

11. **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.

12. **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.

ROW TITLE SERVICE

The North Dakota Department of Transportation hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota, 58505-0700, is soliciting bids to obtain professional ROW Title Services.

The purpose of this bid is to provide - Preliminary Certificate of Title, Title Continuation, Title Search for Solid Minerals, Final Title Insurance or other identified title-related services for the state of North Dakota for the use and benefit of the North Dakota Department of Transportation.

NDDOT Contract Administrator, Telephone, Fax, E-Mail

The NDDOT Procurement officer is the point of contact for this solicitation. All vendor communications regarding this solicitation must be directed to the procurement officer.

After the contract is awarded, the Contract Administrator will be:

Contract Administrator: Mike Knox
Phone: 701-328-4228
Fax: 701-328-0310
E-Mail: mrknox@nd.gov

ROW TITLE SERVICE SPECIFICATION

Award of contract will be made to the apparent qualified successful bidder, within 30 calendar days of the opening of bids. All bidders will receive notification of the award.

The bidder agrees that the services will be provided according to the following specifications:

1. The bidder will provide a preliminary certificate of title for those shaded areas on the plats or other map accompanying each work order. It is understood that any platted area will be held in suspense and a copy of the platted area will be furnished to NDDOT and NDDOT will order the preliminary certificates of title from said copy.
2. The preliminary certificates of title and title continuations and solid mineral searches will be furnished on the following basis:

All tracts within one section and all lots within the same block of platted areas having a common ownership constituting the ownership of the tracts requested in the state's work order will be furnished and charged as one preliminary certificate of title, one continuation, or one solid mineral search.
3. The preliminary certificates of title and title continuations shall be insured for \$1,000. The base price of the certificate shall include the cost of the insurance.
4. The preliminary certificates of title and title continuations shall be issued for a period of two years from the date thereof pending the issuance of the final title insurance.
5. Changes in ownership and other information will require title continuations from time to time.
6. The services are to be provided as soon as possible from the date of receipt of work order, not to exceed 60 calendar days, unless agreed to otherwise in writing.
7. All title evidence shall conform to N.D.C.C. 26.1-20-05.
8. One copy of the preliminary certificate of title will be furnished, certifying that:
 - I. A thorough search of the title to the property described has been made,

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- II. That the title on the day of search was indefeasibly vested of record in the owner set forth in the preliminary certificate of title.
9. Certification on the face of the preliminary certificate of title that the ownership is free and clear of all encumbrances, defects, interests, and all other matters whatsoever of record except those as specifically set forth.
 10. A standard exception to the preliminary certificate of title is any and all right, title, and interest in coal, iron, oil, gas, fissionable materials, or other minerals of any kind.
 11. If mineral ownership on solid minerals is requested, it will be separately and specifically requested for a given tract or project.
 12. The preliminary certificates of title will show the source of title back to incorporation unless otherwise stated.
 13. The preliminary certificates of title will show all previously acquired highway rights of way and how and when acquired.
 14. After a proper conveyance has been obtained from the owners and all necessary curative instruments have been secured for the exceptions shown on the preliminary certificate of title, the instruments will be forwarded to the bidder if final title insurance is required.
 15. Prior to recording, a final check of the records will be made to determine if anything has intervened of record since the date of the preliminary certificate of title.
 16. If records of intervention are found, NDDOT will be advised of the nature of the intervening instruments and all documents will then be held pending further instructions from the bidder.
 17. If no record of intervention is found, the documents will be recorded by the bidder and final title insurance will be issued at the request of NDDOT. It will be subject to those exceptions acceptable to NDDOT as set forth in the original preliminary certificate of title. This service shall be provided on an "escalated or preferred client status" basis not to exceed 30 calendar days.
 18. When requested by NDDOT, a final title insurance certificate will be issued in the name of the state of North Dakota for the use and benefit of NDDOT, on an individual parcel basis. The final title insurance certificate will be sent to NDDOT together with the recorded documents. The amount of coverage shall be specified by the NDDOT.
 19. The NDDOT agrees to pay the bidder on a fee schedule basis as recited in the contract within 30 calendar days of receipt of the invoice with the preliminary certificates of title, title continuations, solid mineral searches, or final title insurance certificates, along with an itemized statement. The itemized statement, as necessary, should include an invoice for the actual costs received from the local abstractors and service providers, and a copy of the premium rates on file at the North Dakota Insurance Department.
 20. Federal financial assistance may be requested in connection with the highway projects relative to which the Contractor will comply with the requirements imposed by Title VI of the Civil Rights Act of 1964 (78 Sta. 252) and the regulations of Department of Transportation, (49 CFR Part 21, and Executive Order 11246), and required Contract provisions attached hereto.

BID RESPONSE

I/we hereby certify that I am/we are the only person or persons interested in this solicitation as principals, that it is made without collusion with any person, firm, or corporation. Furthermore, it is understood that there are no guaranteed amounts of work, either maximum or minimum during the term of the contract. Based on the foregoing specifications and requirements, the bidder agrees to provide the requested ROW Title Services for the following fees:

Preliminary Certificates of Title. Will be compensated at a cost of \$ 125⁰⁰^{NH} each plus the actual costs received from local abstractors and service providers.

Title Continuations. Will be compensated at a cost of \$ 60⁰⁰ each plus the actual costs received from local abstractors and service providers.

Title Search for Solid Minerals. Will be compensated at a cost of \$ 400⁰⁰ each plus the actual costs received from local abstractors and service providers.

Other Title-Related Service. Payment will be negotiated based on industry standards if, or when, the need for such services exists.

Final Title Insurance. Will be compensated at a cost of \$ 100⁰⁰ for each final certificate plus the actual premium rates charged as filed with the North Dakota Insurance Department for each final certificate on one parcel.

Service Representative. The contractor must provide a dedicated service representative to provide support for this contract. The contractor shall notify the Contract Administrator in the event the representative is changed.

NAME: Nick Hachner
(Name of person servicing this contract)

BUSINESS NAME: The North Dakota Guaranty and Title Company

MAILING ADDRESS: 201 4th Avenue NW

CITY & STATE: Mandan, ND ZIP CODE: 58554

PHONE NUMBER: 701-663-5362 TOLL FREE: _____

FAX NUMBER: 701-663-2855 E-MAIL: nhachner@thetitleteam.com

Amendment No. 1

To: ALL INTERESTED SUPPLIERS
From: North Dakota Department of Transportation
Date: September 22, 2015
Re: Amendment to Bid 946-46-15-050, Title Services, ROW

Bidders Instruction #10 of the solicitation established a deadline for receipt of questions. The responses to these questions are provided as addenda to the solicitation. When necessary, the solicitation has been amended.

Question 1:

What does DOT consider a solid mineral search?

Answer 1:

Sand, gravel and scoria.

Question 2:

Would you want the searches to go back to the date of Patent or the date of incorporation?

Answer 2:

Reference page 8 of 9, # 12. Replace, "The preliminary certificates of title will show the source of title back to incorporation unless otherwise stated", with "The preliminary certificates of title will show the source of title back to patent unless otherwise stated."

Question 3:

Is title insurance a requirement?

Answer 3:

Title insurance is required for any parcel that NDDOT is paying over \$2,500.00 for.

Question 4:

If title insurance is not a requirement, would we be able to submit for non-mineral title only.

Answer 4:

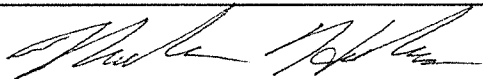
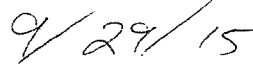
NDDOT does not know at the time title is requested if the payment will be over \$2,500 or not, so all titles are to be prepared as if it would be over \$2,500.00

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

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

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

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

		
SIGNATURE <i>Nick Hacker</i> <i>North Dakota Guaranty & Title Co.</i>		DATE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/1/2015

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 Stewart Specialty Insurance Services 1980 Post Oak Blvd #R2C Houston TX 77056		CONTACT NAME: Will Elizondo PHONE (A/C, No. Ext): (866) 798-2827 FAX (A/C, No.): (713) 985-1061 E-MAIL ADDRESS: welizond@stewart.com	
INSURED North Dakota Guaranty & Title Company 201 4th Ave. NW Mandan ND 58554		INSURER(S) AFFORDING COVERAGE INSURER A: EVANSTON INSURANCE COMPANY INSURER B: LANDMARK AMERICAN INS COMPANY INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL136405600

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	PROFESSIONAL LIABILITY			E0859733 RETRO DATE 6/6/1989	4/1/2015	4/1/2016	\$1,000,000 PER CLAIM \$35,000 \$2,000,000 AGGREGATE RETENTION

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

The insurance afforded by this policy applies solely to wrongful acts in the insured's performance of professional services for others for a fee as title agent, abstractor, escrow/closing agent, title opinions, notary public.

B Excess Professional Liability: LHZ750492 EFF: 4/01/2015-4/1/2016 \$2M/2M Excess \$1M/2M

See Addendum for Additional Locations:

CERTIFICATE HOLDER**CANCELLATION**

North Dakota Guaranty & Title Company	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 Will Elizondo/SW <i>Will Elizondo</i>

COMMENTS/REMARKS

North Dakota Guaranty & Title Company
400 East Broadway Ave, Ste 102, Bismarck, ND 58501

North Dakota Guaranty & Title Company
201 Fourth Ave NW, Mandan, ND 58554

North Dakota Guaranty & Title Company
235 Sims, PO Box 1243, Dickinson, ND 58601

North Dakota Guaranty & Title Company
1835 16th St SW, Minot, ND 58701

North Dakota Guaranty & Title Company
150 Central Avenue N, Killdeer, ND 58640

North Dakota Guaranty & Title Company
340 North Main Street, 3rd Floor, Watford City, ND 58854

North Dakota Guaranty & Title Company
221 University Ave, Ste 204, Williston, ND 58801

Security Abstract Company
106 2nd Street SW, Sidney, MT 59270

McLean County Abstract
615 Main Avenue, Washburn, ND 58577

DBA Grand Forks Abstract, Retroactive Date: 4/1/2015
3374 S 31st Street, Ste A, Grand Forks, ND 58201-3525

DBA Strander Abstract, Retroactive Date: 4/1/2015
210 North Broadway, Crookston, MN 56716-1724

DBA Pennington Abstract, Retroactive Date: 4/1/2015
302 East 3rd St, Ste A, Thief River Falls, MN 56701-2010

North Dakota Guaranty & Title Company
100 S. Broadway, Linton, ND 58552

**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.F.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.*).



Risk Management Appendix

Professional Services Agreement (non-Engineer and Architect Consultants):

Each party agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorney's fees which may in any manner result from or arise out of this agreement.

Contractor shall secure and keep in force during the term of this agreement and for **at least 12 months thereafter** from an insurance company authorized to do business in North Dakota, **professional liability** insurance covering its liability for acts, errors, or omissions in providing or failing to provide professional services, with a minimum coverage limit of **\$1,000,000 per claim**, and **\$1,000,000 aggregate**. Coverage shall be in force during the term of this agreement, and for a period of at least 12 months after.

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**
- 2) **Automobile liability**
- 3) **Workers compensation insurance**

Contractor shall produce certificates of insurance or copies of insurance policies upon request by the State.

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.

LD Approved 6-1-00
RM Consulted 2007
Revised 6-07





NORTH DAKOTA
**GUARANTY
& TITLE CO.**
- CORPORATE CENTER -

THE TITLE TEAM

September 15, 2015

Re: North Dakota Department of Transportation Bid 946-46-15-050

Enclosed is our bid the above referenced project. We look forward to the opportunity to continue providing title services to the State of North Dakota's Department of Transportation. Our company now serves ten of the state's counties directly through our offices, 130 employees and 14 licensed abstracters. We work closely with the licensed companies in the other counties to provide full statewide DOT Right of Way services compliant with state law and bid requirements.

For the past 22 years we have enjoyed working with the DOT and look forward to the opportunity so again. Should there be any questions at all please do not hesitate to reach out.

Sincerely,

Nick Hacker, President
North Dakota Guaranty and Title Co.
314 E. Thayer Ave. Ste 101
Bismarck, ND 58501
701-751-4984
Nhacker@thetitleteam.com

**North Dakota Department of Transportation
AMENDMENT TO CONTRACT NO. 50151924
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 The North Dakota Guaranty & Title Co., hereinafter known as the Contractor, whose address is 201 4th Avenue NW, Mandan, North Dakota 58554.

WHEREAS, the parties entered into a contract on October 6, 2015; and

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

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

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

NOW THEREFORE, the Contractor and NDDOT agree that the contract is extended through September 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:

Mark Dardahl
NAME (TYPE OR PRINT)
Mark Dardahl
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:

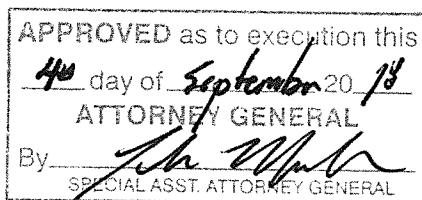
The North Dakota Guaranty & Title Co
COMPANY NAME
Nick Hecker
OFFICER'S NAME (TYPE OR PRINT)
Nick Hecker
SIGNATURE
President
TITLE
8/29/18
DATE

WITNESS:

LAUREEN M. MARTIN
NAME (TYPE OR PRINT)
Laureen Martin
SIGNATURE

NORTH DAKOTA DEPARTMENT
OF TRANSPORTATION

for the Ronald J. Henke
DIRECTOR (TYPE OR PRINT)
Ronald J. Henke
SIGNATURE
9/5/18
DATE



APPROVED as to substance by:

Mark S. Gaydos
DIVISION DIRECTOR (TYPE OR PRINT)
Mark S. Gaydos
SIGNATURE
9/4/18
DATE

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

