North Dakota Department of Transportation

INVITATION TO BID NODOT Contract # 5011 2517

| NDOT Objidace# |
|--|
| Bid Opening Date & Time: 10/20/2011 02:00 PM |
| Buyer Marilyn Langehaug |
| Telephone Number: 701-328-4466 |
| Email: mlangehaug@nd.gov |
| Date Prepared: 10/04/2011 |
| |

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 (NDOT) 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.

| CONTR | |
|---|--|
| This contract is made and entered into by and between NDDC |)T for the state of North Dakota (hereinafter state) and |
| 1 | Vendor Address AIBUQUET QUE |
| | 309 Delamar AVE XI.W. NM 87107 |
| (hereinafter vendor). In consideration of and for the acceptant | nce by the state of the offer made by the vendor pursuant to |
| the bid response, the vendor agrees and promises to sell, fur | mish, and deliver to the state, at the time, places, and prices |
| specified in the bid response, all goods, merchandise, suppli | ies, commodities, equipment, or other items contained in the |
| bid response and for which the vendor has been awarded the contract in accordance with the terms and conditions contain | his contract by the state. The vehicle shall fully perform this need in the hid menonee 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 | li being made a part of this contract by reference. The Risk |
| Management Appendix and Civil Rights Appendix, both atta | iched, 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. |
| Vondor Nomo | |
| TOM ARCHULETA DBA Dr. 1 | UEI Groad |
| | |
| Telephone Number Sog Delamar AVE NW. Fax Number Fax Number | HIBUQUETQUETXIM. 87/87 |
| | E-mail Address |
| 505 259-8346 | taschaefferoil paol.com |
| TOM ARCHULER OWNER Dr. FUEL G | 0000 |
| Name & Title (Type or Print) | To be signed by Owner; Partner; Corp. Pres., Vice |
| There I have to | Pres., or other authorized Corp. Officer or bid may |
| Signature | be rejected. (if signed by other authorized Corp. Officer, please attach copy of Power of Attorney or |
| DC+ 16. 2011 | other documentation showing authority to sign.) |
| Date | |
| FOR ND DEPARTMENT OF TRANSPORTATION USE ONLY | Y Assented by the state assenting to pravisions of award |
| Authorized Signature | P Accepted by the state according to provisions or award. |
| Francis G. Ziegler Almay | 11/15/1 |
| Recommended for approval | Date Approximate contract amount |
| Tend Ham | 11-14-11 \$ 149.700 |
| | · · · · · · · · · · · · · · · · · · · |



| APPROVED as to execution this |
|--------------------------------|
| ATTORNEY GENERAL |
| ATTORNEY GENERAL |
| 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 - 926-91-11-050
BID OPENING DATE/TIME - October 20, 2011; 2:00 p.m.
N. D. DEPT. OF TRANSPORTATION
PROCUREMENT, RM 222
608 E BOULEVARD AVE
BISMARCK ND 58505-0700

BIDDERS INSTRUCTIONS

- 1. <u>Acceptance/Rejection/Waiver.</u> 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. <u>Affirmative Action.</u> The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of handicapped, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or physical handicap.
- 3. <u>Assistance to Bidders with a Disability.</u> Bidders with a disability that need an accommodation must contact the Procurement Officer prior to the deadline for receipt of bids so that reasonable accommodations can be made.
- 4. <u>Alterations and/or Corrections.</u> 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. <u>Award.</u> 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. <u>Awards, Splitting of.</u> The state reserves the right to make awards by item, groups of items, or on the total low bid for all the items specified as indicated in the detailed specifications. Bidders interested only in the total low bid for all items are to state 'all or nothing' on their bid response.
- 7. Bidder Checklist. HAVE YOU REMEMBERED TO:
 - Bid F.O.B. Destination (Ship To: Address) Freight Prepaid.
 - Mark envelope as indicated.
 - · Review Standard Terms and Conditions contained in this solicitation.
 - Sign your bid on the cover sheet.
 - Initial all bid/pricing changes you made.

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- Bid responses must be submitted in ink or type written.
- Review and complete all requirements contained in this solicitation to ensure compliance.
- 8. <u>Bidder's Responsibility and Late Bids.</u> 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.

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

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

- 10. <u>Bid Bond.</u> Waived in this instance: however, bidder(s) failing to enter into a contract with this office, upon notification of award, may be subject to removal from the bidder's list.
- 11. Clarifications, Bid Changes and Questions Deadline. The Procurement Officer is the point of contact. Any irregularities, lack of clarity, requested bid changes and all questions regarding this bid and the procurement process must be addressed to the Procurement Officer referenced on the first page of this document not later than end of business October 11, 2011. (Contact information is indicated on cover page). The bidder is cautioned that the requirement of this solicitation can be altered only by written amendments and that verbal communications from whatever source are of no effect.

12. Definitions.

- Bidder any person or firm submitting a competitive bid in response to a solicitation.
- Bid summary a summary of all bid responses received by the NDDOT Procurement Office.
- Bid response the executed document submitted by a bidder in response to a solicitation.
- Contract a deliberate written agreement between two or more competent persons to perform specific act or acts.
- Contractor any person or firm having a contract with a governmental body.
- Solicitation the process of notifying prospective bidders that the state wishes to receive bids for furnishing goods or services.
- 13. **Deviation from Specifications Supplied by NDDOT.** Unless otherwise indicated by the bidder, it will be assumed that specifications will be met in all respects. Any deviation from the minimum specifications indicated herein must be clearly pointed out PRIOR TO THE DEADLINE FOR RECEIPT OF QUESTIONS; otherwise, it will be considered that the items offered are in strict compliance with these specifications, and the bidder will be held responsible.
- 14. <u>Electronic & Facsimile Bids.</u> Bid responses are not to be email attached or faxed to the NDDOT unless this transmittal method has been authorized by the Procurement Officer or bid document. (Contact the Procurement officer regarding additional requirements and exceptions.) Bid responses electronically submitted or faxed may be rejected as non-responsive.
- 15. <u>Freight/F.O.B. Destination.</u> Freight and transportation charges are to be included in the price of the products, unless otherwise specified in the solicitation. (F.O.B. Free On Board).
- 16. <u>Indemnification.</u> The attached Risk Management Appendix will be incorporated into the contract. The successful Bidder may be required to furnish proof of insurance, as detailed in the Risk Management Appendix.
- 17. <u>Multiple Bid(s).</u> 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. <u>Negotiation.</u> NDDOT reserves the right to negotiate with the successful bidder to ensure the best possible consideration is afforded to all concerned.
- 19. <u>Open Records.</u> 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.

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- 20. <u>Preparation of Bid.</u> 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. <u>Pricing.</u> 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. <u>Protest of Award.</u> 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. <u>Receipt of Bids.</u> All <u>sealed</u> bids received by the NDDOT Procurement Office will be opened and read in Room 222, 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).
 - Or a combination of above.
- 25. <u>Signature.</u> 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; 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. <u>Supplemental Terms and Conditions</u>. Bids including <u>supplemental</u> 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. <u>Taxes.</u> 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. <u>Vendor Registration</u>. Bids will be accepted from bidders who are not currently Approved Bidders for the State of North Dakota; however, the successful bidder will 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 Approved Bidder 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/spo 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. <u>Withdrawals after the bid opening date and time</u>. 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. <u>Applicable Law and Venue.</u> Any dispute arising out of this agreement will be resolved under the laws of the State of North Dakota.
- 2. <u>Binding Contract.</u> 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 <u>Compliance with Laws, Nondiscrimination and Affirmative Action.</u> 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. <u>Contract Amendments, Waivers.</u> 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.

5. Contract Term and Renewal Option. The NDDOT will enter into a contract with an effective date beginning November 17, 2011 and ending November 30, 2012, 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.



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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. <u>Materials and Workmanship.</u> All material and workmanship shall be subject to inspection and testing at the discretion of the purchasing agency.
- 9. <u>Inspection and Investigations.</u> 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.



- 10. <u>Liquidated Damages.</u> The NDDOT will include liquidated damages in this contract to assure its timely completion. It is not intended as a penalty. The amount of actual damages will be difficult to accurately estimate. For the purposes of this contract the State has set the rate of liquidated damages at the cost per day to obtain fuel from a source other than the State's owned fuel tanks. This amount will be based on the invoiced off-site cost per gallon of fuel. If the contractor fails to complete the testing and cleaning of fuel tanks as scheduled with NDDOT personnel, the NDDOT may collect liquidated damages on the first day beyond scheduled completion and will continue to collect until the NDDOT's fuel tanks are again operational.
- 11. <u>Scheduling and Payment Procedures.</u> Scheduling will be coordinated with the individual NDDOT Districts depending upon location. 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.

Invoices are to be submitted to Karen Baggenstoss, State Fleet Services, 608 East Boulevard Avenue, Bismarck, ND, 58505, unless otherwise instructed. 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.

- 12. <u>Subcontracts, Assignment.</u> 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.
- 13. <u>Successors in Interest.</u> 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.
- 14. <u>Service Representative.</u> The contractor must provide a dedicated service representative to provide support for this contract. The contractor shall notify the Procurement Officer in the event the representative is changed.

| NAME: TOM | Archi | ileta | | | | |
|------------------|------------------|--------------|---------------|---------|----------------|--------------|
| (Name of pers | son servicing th | is contract) | | | | |
| BUSINESS NAME: | Dr. Fu | IEL GOO | d | | | |
| MAILING ADDRESS: | 309 | Delam | ar AUE | NW. | Albaquerous | , XWW Mexico |
| CITY & STATE: | A(316 | NM | _ZIP CODE: | 871 | '07 | |
| PHONE NUMBER: | 505 26 | 98346 | _TOLL FREE: _ | | | |
| FAX NUMBER: | | | E-MAIL: La | a Schae | fferoil @ 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.

BIDDER for Willelo Dr. Fuel Good

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

NDDOT Bismarck Central Office, Motor Pool (Gasoline 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
- NDDOT Bismarck District Office (Gas and Diesel)
 216 S 19th Street Airport Road

Bismarck ND - 58504-6003

- One 10,000 gal. unleaded, underground tank with one FuelMaster 2550 card reader
- One 10,000 gal. diesel underground tank with one FuelMaster 2550 card reader
- 3. NDDOT Devils Lake District Office (Gas and Diesel 2 locations)

316 6th St S (**Gasoline only**) Devils Lake ND - 58301-0817 1905 Schwan Avenue NW (Diesel only) W of Devils Lake District Shop off Hwy 2

Devils Lake, ND 58301-0817

- One 6,000 gal. unleaded, above-ground tank (located at main district office)
- One 10,000 gal. diesel tanks, above-ground tanks (located 3 miles west of main district office)
- Two FuelMaster 2550 card reader
- NO electronic line and tank leak detection
- 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

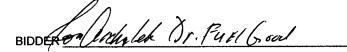
Grand Forks ND 58208-3077

- One 10,000 gal. unleaded, underground tank
- One 10,000 gal. diesel, underground tank
- One FuelMaster 2550 card reader
- Electronic line and tank leak detection

BIDDER Tom Archules Dr FUEL GOOD

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- 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
- 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
- NDDOT Valley City District, Jamestown Section Shed 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
- 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 <u>Area Code 701</u>

61 - BISMARCK DISTRICT: 218 S. Airport Rd, Bismarck, ND 58504-6003

Levi, Kevin; District Engineer

Hill, Justin (Jodie); District Shop Foreman - 328-6940 Seibel, Renee -- Administrative Officer - 328-6950

62 - VALLEY CITY DISTRICT: 1524 8th Ave. SW, Valley City, ND 58072-4200

Thompson, John; District Engineer

Duffy, Terry; District Shop Foreman - 845-8802

Hansen, Clayton, Jamestown Section Supervisor - 252-5821

O'Brien, Candy - Administrative Officer - 845-8805

63 - DEVILS LAKE DISTRICT: 316 6th St. SE, Devils Lake, ND 58301-3628

Swenson, Wayde; District Engineer

Stoltz, Mel; District Shop Foreman - 665-5120

Plummer, Judy - Administrative Officer - 665-5102

64 - MINOT DISTRICT: 1305 Hwy.2 Bypass East, Minot, ND 58701-7922

Redding, James; District Engineer

Hickel, Brian; District Shop Foreman - 837-7629

Hansen, Merry Jo - Administrative Officer - 857-6925

65 - DICKINSON DISTRICT: 1700 3rd Ave. W Suite 101, Dickinson, ND 58601-3009

Gangl. Lawrence: District Engineer

Stroh, Tim; 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

Peterson, Walter A.; 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

Gwin, Ron; District Shop Foreman - 239-8914

Lockwood, Kathy - Administrative Officer - 239-8902

30 - STATE FLEET SERVICES: 608 East Blvd. Avenue, Bismarck, ND 58505-0700

Paul Hanson, Director of Fleet Services

Lipp, Diane, Capital Motor Pool Operations Mgr. - 328-2701

Karen Baggenstoss, State Fleet Operations Manager - 328-2935

Burke, Jackie - Office Manager - 328-1434

050 - FINANCIAL MANAGEMENT: 608 East Blvd. Avenue, Bismarck, ND 58505-0700

Langehaug, Marilyn, Procurement Officer - 328-4466

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BID RESPONSE SHEET

| Site | LOCATION | EA | FUEL TYPE | TANK TYPE | PRICE |
|-------------|-----------------------------------|--|--------------|---|--------------------|
| | O- Hall Matar Dool | | | | |
| 1 | Capital Motor Pool Fleet Services | 1 | Gas | Cathodically protected steel (Underground.) 10,000 Gal | |
| | | | | Travel expense - Mileage, Per Diem, Lodging | |
| | | | | Sub-total Site 1 | \$ 3,500.00 |
| 2 | Bismarck District | 1 | Gas | Fiberglass reinforced plastic (Underground.) 10,000 Gal | 3,10000 |
| | | 1 | Diesel | Fiberglass reinforced plastic (Underground.) 10,000 Gal | 2,000.0 |
| | | | | Travel expense - Mileage, Per Diem, Lodging | |
| | | | | Sub-total Site 2 | \$ 5,100.0 |
| 3 | Devils Lake District | 1 | Gas | Epoxy coated steel (Above ground) 6,000 Gal | Z, 800.00 |
| | - or no mario broatiot | 1 | Diesel | Double wall steel storage (Above ground) 10,000 Gal | Z, 800.00 2.300 |
| ···· | | | D.0301 | Travel expense - Mileage, Per Diem, Lodging | ŕ |
| | | | | Sub-total Site 3 | \$ 5,100. |
| | | | | | 7/00 |
| 4 | Dickinson District | 1 | Gas | Fiberglass reinforced plastic (Underground.) 10,000 Gal | 3,100 2,000. |
| | | 1 | Diesel | Fiberglass reinforced plastic (Underground.) 10,000 Gal | 2,000. |
| ., | | <u> </u> | | Travel expense - Mileage, Per Diem, Lodging | \$ 5,1000 |
| | | | | Sub-total Site 4 | \$ 5,7000 |
| 5 | Fargo District | 1 | Gas | Fiberglass reinforced plastic (Underground.) 10,000 Gal | 3,/00 |
| | | 1 | Diesel | Fiberglass reinforced plastic (Underground.) 10,000 Gal | 2,000. |
| | | | | Travel expense - Mileage, Per Diem, Lodging | |
| | | | | Sub-total Site 5 | \$ 5,10 |
| 6 | Grand Forks District | 1 | Gas | Fiberglass reinforced plastic (Underground.) 10,000 Gal | 3, 100 |
| 0 | Jidii ivi | 1 | Diesel | Cathodically protected steel (Underground.) 10,000 Gal | 3,/00 2,000 |
| | | †- '- | Diesei | Travel expense - Mileage, Per Diem, Lodging | 5 |
| | | | | Sub-total Site 6 | \$ 5,100 |
| | | 1 | | | √ |
| | | | <u> </u> | | |
| | | + | 1 | | |

BIDDER Jou Cachalete Dr. Fuel Good

BID RESPONSE SHEET

| Site | LOCATION | EA | FUEL TYPE | TANK TYPE | PRICE |
|-----------------|----------------------|--|--------------|---|----------------------|
| 7 | Minot District | 1 | Gas | Fiberglass reinforced plastic (Underground.) 10,000 Gal | 3,/00.9 2,000 |
| | | 1 | Diesel | Fiberglass reinforced plastic (Underground.) 10,000 Gal | 2,000 |
| | | | | Travel expense - Mileage, Per Diem, Lodging | |
| | | | | Sub-total Site 7 | \$ 5,/00 |
| | | | | | |
| 8 | Valley City District | 1 | Gas | Fiberglass reinforced plastic (Underground.) 10,000 Gal | 3,/00° |
| | | 1_ | Diesel | Fiberglass reinforced plastic (Underground.) 10,000 Gal | 2,000 |
| · · · · · · · · | | | | Travel expense - Mileage, Per Diem, Lodging | |
| | | | | Sub-total Site 8 | \$ 5,100 |
| | | | | | |
| | Jamestown Section | | | | 3. /()// " |
| 9 | Valley City District | 1 | Gas | Double wall steel storage (Above ground) 10,000 Gal | 3, 100°. |
| , | | 1 | Diesel | Double wall steel storage (Above ground) 10,000 Gal | 70 70 |
| | | | | Travel expense - Mileage, Per Diem, Lodging Sub-total Site 9 | \$5,600 |
| | | | | Sub-total Sites 8 & 9 | 10 7012 |
| | | | - | Cus total ones o w o | - / - / / |
| 10 | Williston District | 1 | Gas | Cathodically protected steel (Underground.) 10,000 Gal | 3,100 |
| | | 1 | Diesel | Cathodically protected steel (Underground.) 10,000 Gal | 3,100 |
| | | | | Travel expense - Mileage, Per Diem, Lodging | |
| | | | | Sub-total Site 10 | \$ 5,100 |
| | | | | | |
| | | 19 | | Total All Sites | \$ 49,900.0 |

BIDDER For O'Rhalete Dr. Farl Good.

DR. FUEL GOOD FUEL ANALYSIS & FUEL TANK CLEANING

DR FUEL GOOD WILL MAKE YOU 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 will 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 Safety Kleen of Bismark.

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

Amendment No. 1

To: ALL INTERESTED SUPPLIERS

From: Marilyn Langehaug, Financial Management Division, Procurement Office

North Dakota Department of Transportation

Date: October 12, 2011

Re: ITB 926-91-11-050, Fuel Tank Testing & Cleaning

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

In response to bid # 926-91-11-050 fuel tank cleaning and testing - Some of these fuels require a different test for determining water content

- What fuels are currently being used?
 E-10 unleaded gasoline and #2 premium diesel
- 2. Is it conventional gasoline or E-10? E-10 unleaded gasoline
- 3. Is any E-85 being used?
- On diesel is it all #2 or a blend of #2 & #1 or does it contain any biodiesel?
 #2 diesel, premium winter fuel (Koch Arctic, Cenex Winter Master). A 5-20% bio-diesel blend is delivered from spring to late fall.

The bid is amended to include this information.

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.

Marilyn Langehaug, Procurement Officer

PHONE: 701-328-4466 FAX: 701-328-0310

E-MAIL: mlangehaug@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 | |
|---|----------|
| TOM Archuleta DBA Dr. FUEL GOO | d Owner |
| SIGNATURE | DATE |
| Comp Sehut | 10/17/11 |

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION CIVIL RIGHTS APPENDIX

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:

- Compliance with Regulations: The Contractor shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- 2. <u>Nondiscrimination</u>: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, disability/handicap, or income status**, in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate, either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 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 shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability/handicap, or income status.**
- 4. <u>Information and Reports</u>: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the North Dakota Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the North Dakota Department of Transportation, or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
- 5. <u>Sanctions for Noncompliance</u>: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the North Dakota Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:
 - a withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b. cancellation, termination, or suspension of the contract, in whole or in part.
- 6. <u>Incorporation of Provisions</u>: The Contractor shall include the provisions of paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

The Contractor shall take such action with respect to any subcontract or procurement as the North Dakota Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation by a subcontractor or supplier as a result of such direction, the Contractor may request the North Dakota Department of Transportation to enter into such litigation to protect the interests of the State; and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**The Act governs race, color, and national origin. Related Nondiscrimination Authorities govern sex, 23 U.S.C. 324; age, 42 U.S.C. 6101; disability/handicap, 29 U.S.C. 790; and low income, E.O. 12898





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





OP ID: AD



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/04/11

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).

| | DUCER | | 817 | '-640-5035 | NAME: | •1 | | | | |
|--------------|--|--------------|--------------|---|--------------------|----------------------------|---------------------------------------|---|---------|------------|
| | roe & Monroe Insurance | | 817 | '-640-0131 | PHONE (A/C, No. | Ext): | | FAX (A/C, No). | | |
| | ncy, Ltd. 1 Galleria Dr., Suite 102 | | | | E-MAIL ADDRES | s | | | | |
| ∠7∠ Arli | ngton, TX 76011 | | | | PRODUC | ER ID # DRF | UE-1 | | | |
| | Beam, CIC | | | | | | | RDING COVERAGE | | NAIC# |
| INSU | | | | | INCLIDED | | ntinent Cas | | | 23418 |
| | Tom Archuleta | | | | INSURER | | | tunity 00. | | |
| | 309 Delamar Ave NW | | | | | | | | | |
| | Albuquerque, NM 87107 | | | | INSURER | | | | | |
| | | | | | INSURER | | | | | |
| | | | | | INSURER | RE | | | | |
| | | | | | INSURE | RF: | | | | |
| | | | | NUMBER: | | | | REVISION NUMBER: | | |
| IN CI | IIS IS TO CERTIFY THAT THE POLICIES DICATED NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY (CLUSIONS AND CONDITIONS OF SUCH | QUIR PERT | REME AIN, | NT, TERM OR CONDITION THE INSURANCE AFFORD | OF ANY | CONTRACT | OR OTHER I | DOCUMENT WITH RESPE | CT TO | WHICH THIS |
| INSR LTR | TYPE OF INSURANCE | ADDL | SUBR | POLICY NUMBER | | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMIT | s | |
| <u>- 1 R</u> | GENERAL LIABILITY | INSK | WVD | FOLICT NUMBER | <u> </u> | (m/W/DD/TTTT) | 101000011111) | EACH OCCURRENCE | s | 1,000,000 |
| Α | | x | ¥ | 04GL833756 | 1 | 08/16/11 | 08/16/12 | DAMAGE TO RENTED PREMISES (Ea occurrence) | · · · · | 100,000 |
| ^ | | ^ | ^ | VTGL033/30 | | 30/10/11 | UU/ 10/ 12 | | \$ | 100,000 |
| | CLAIMS-MADE X OCCUR | | | | 1 | 00/40/44 | 00/40/40 | MED EXP (Any one person) | \$ | 4 000 000 |
| | X Pollution Liab | | l | | | 08/16/11 | 08/16/12 | PERSONAL & ADV INJURY | \$ | 1,000,000 |
| | | | | | | | | GENERAL AGGREGATE | \$ | 2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER | | | | | | | PRODUCTS - COMP/OP AGG | \$ | 2,000,000 |
| | X POLICY PRO- JECT LOC | | | | | | | | \$ | |
| | AUTOMOBILE LIABILITY | | | | | | - | COMBINED SINGLE LIMIT (Ea accident) | \$ | |
| | ANY AUTO | | | | | | | BODILY INJURY (Per person) | \$ | |
| | ALL OWNED AUTOS | | | | ļ | | | BODILY INJURY (Per accident) | \$ | - |
| | SCHEDULED AUTOS | | | | ŀ | | | PROPERTY DAMAGE | - | |
| | HIRED AUTOS | | | | | | | (Per accident) | \$ | |
| | NON-OWNED AUTOS | | | | 1 | | | | \$ | |
| | | | | | | | | | \$ | |
| | UMBRELLA LIAB OCCUR | | | | | | | EACH OCCURRENCE | \$ | |
| | EXCESS LIAB CLAIMS-MADE | | Ì | | | | | AGGREGATE | \$ | |
| | ODANIO-NIADE | | | | | | | AGGREGATE | \$ | |
| | DEDUCTIBLE | | | | | | | | | |
| | RETENTION \$ WORKERS COMPENSATION | | | | | - | | WCSTATU- OTH- | \$ | |
| | AND EMPLOYERS' LIABILITY | 1 | | | | | | WC STATU- OTH- TORY LIMITS ER | | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? | N/A | | | 1 | | | E L EACH ACCIDENT | \$ | |
| | (Mandatory in NH) If yes, describe under | | | | | | | E L DISEASE - EA EMPLOYEE | \$ | |
| | DESCRIPTION OF OPERATIONS below | | | | | | | E L DISEASE - POLICY LIMIT | \$ | |
| Α | Bailee & Cargo | | | 04IM45072 | | 08/16/11 | 08/16/12 | Bailee | | 100,000 |
| | | | | | | | | Cargo | | 100,000 |
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| CEI | RTIFICATE HOLDER | | | | CANC | ELLATION | | | | |
| | | | | NDDOT11 | <u> </u> | | | | | |
| | North Dakota Departmen Transportation 608 East Boulevard Ave Bismarck, ND 69606-0700 | | | RODOTTI | ACC | EXPIRATION ORDANCE WI | N DATE THE TH THE POLIC NTATIVE | ESCRIBED POLICIES BE C EREOF, NOTICE WILL I Y PROVISIONS. | | |
| | , | | | | | ('N | lonce | | | |

M-5506 (07/2010)

CERTIFICATE OF INSURANCE

This certificate of insurance is NOT an insurance policy and does not amend, extend or after the coverage afforded by the policy listed herein The terms, conditions and exclusions of the policy govern the rights and obligations of the Company to the named insured and any other insureds and may limit coverage. Provisions of any other contract, including agreements between the insured and anyone else, cannot and do not amend, extend, or alter any terms, conditions or exclusions in the policy. Additional insured and other endorsements may be authonzed only by the Company or their appointed General Agents. Where reference is made to an Aggregate Limit, such limit is the company's maximum liability under the policy for the entire policy period regardless of the number of insureds, claimants or occurrences.

| | | Dat | te 11/10/2011 | |
|---|---|---|---|---|
| .MED INSURED .MED INSURED'S ADI | THOMAS E ARCHULETA | SUQUERQUE, NM 87107 | | |
| | • | • | | |
| SURANCE COMPANY SURANCE COMPANY | | eet • Omaha, Nebraska • 68' | 124 . 4 000 604 2004 | |
| POLICY NUMBER | TYPE OF INSURANCE | oet - Ottalia, Nebilaska - 00 | LIMIT | INCEPTION DATE EXPIRATION DATE |
| 70APG041105-01 | AUTOMOBILE LIABILITY Any Auto Owned Auto Hired Auto Nonowned A Bodity Injury Property Damage Bodity injury & Property Damage Other GARAGE LIABILITY — OTHER THAN A Bodity Injury and Property Damage Aggregate Limit GARAGEKEEPERS COVERAGE Legal Liability Direct Print OTHER COVERAGES | Each Person Each Accident Each Accident Combined Single Limit | \$ N. S. N. S | 11/10/2011 11/10/2012 /A /A |
| ertificate Holder is name | d an Additional Insured on this policy. | | | |
| /ehicle Schedule /ear, Make, Model, VIN | | Vehicle-Sp Collision | pecific Coverage Comp or Stated | d Phys Dam |
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| 99 GMC C PICKUP 1GBJ | C34F8XF068988 | N/A | N/A | N/A |
| his Certificate Issue | ed to: | This Certificate | issued by: | |
| ND Dept Of Transpora Financial Managemer Bismarck, ND 58505 | atation nt Division 608 E Bivd Ave Room 222 | One GEICO E | Boulevard | in ller |
| 5506 (07/2010) | | | | epresentative 01154C-0A89-45AC-831B-88EF1D0B |