

## North Dakota Department of Transportation

## INVITATION TO BID

NDDOT Contract # 50140191

|  |  |
|--|--|
| Bid Number: 975-34-14-050                      | Bid Opening Date & Time: 01/28/2014 02:00 PM |
| Items: Compact Loader & Excavator Rentals      | Buyer: Marilyn Langehaug                     |
| Bid Mailing Address: 608 East Boulevard Avenue | Telephone Number: 701-328-4466               |
| City, State, Zip: Bismarck, ND 58505-0700      | Email: mlangehaug@nd.gov                     |
| Contract Period: 05/01/2014 TO 04/30/2015      | Date Prepared: 01/10/2014                    |

## 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.**

## CONTRACT

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

|                                       |  |
|---------------------------------------|--|
| Vendor Name<br><u>Titan Machinery</u> | Vendor Address<br><u>1500 Industrial Drive, Bismarck ND, 58501</u> |
|---------------------------------------|--|

(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 Civil Rights Appendix, both 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<br><u>Titan Machinery</u>                              |                                     |   |
| Mailing Address<br><u>1500 Industrial Drive, Bismarck ND 58501</u> |                                     |   |
| Telephone Number<br><u>1-701-250-7925</u>                          | Fax Number<br><u>1-701-250-7924</u> | E-mail Address<br><u>ed.kelvin@g2titanmachinery.com</u> |

Greg Bergman MANAGER  
Name & Title (Type or Print)

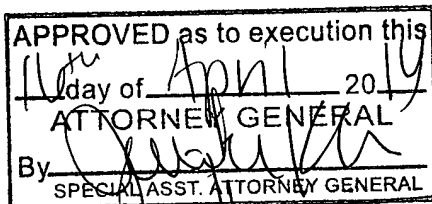
[Signature]  
Signature

01/28/14  
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<br><u>Grant Levi</u>      | Date<br><u>17 AUG 2014</u>                        |
| Recommended for approval<br><u>[Signature]</u> | Approximate contract amount<br><u>\$18,000.00</u> |
| <u>Darryl R. Rosendahl</u> Dep. Dir            | Date<br><u>9-15-14</u>                            |



CLA 7480 (Div. 50)

# **TITAN**

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## **MACHINERY**

644 East Beaton Drive  
West Fargo, North Dakota 58078

Phone: (701) 356-0130  
Fax: (701) 356-0139

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May 17, 2012

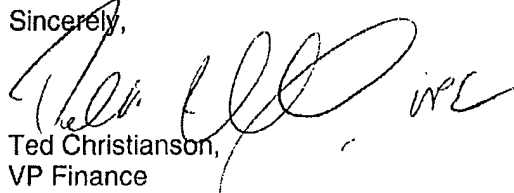
North Dakota Procurement Office  
14<sup>th</sup> Floor State Capitol Tower  
600 E. Blvd Ave., Dept. 012  
Bismarck, ND 58505-0310

To Whom It May Concern:

I hereby authorize Patrick Fisher, Greg Burgman, Thomas Bethel, and Kris Garberg representing Titan Machinery Inc. of Bismarck, ND; Fargo, ND; and Titan Machinery Inc. dba Fargo Tractor of Fargo, ND to enter into "bid" agreements with the State of North Dakota.

If you have any questions, please feel free to call me at: 701-356-0130.

Sincerely,

A handwritten signature in black ink, appearing to read "Ted Christianson", is written over the printed name and title.

Ted Christianson,  
VP Finance

## **MAILING INSTRUCTIONS**

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

**BID IS: ☒ SEALED ☐ NOT SEALED**

Address the envelope containing your response in the following manner:

BID NUMBER - 975-34-14-050  
BID OPENING DATE/TIME - January 28, 2014; 2:00 p.m.  
N. D. DEPT. OF TRANSPORTATION  
PROCUREMENT, RM 222  
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 handicapped, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability/handicap.
3. **Assistance to Bidders with a Disability.** 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. **Alterations and/or Corrections.** The person signing the bid response must initial any or all manual alterations and/or corrections to the bid response. Those bid responses with alterations and/or corrections that are not initialed may be rejected.
5. **Award.** Award will be made to a responsive, responsible bidder with the lowest price considering conformity with specifications, terms of delivery, quality, and serviceability. NDDOT reserves the right to consider bids varying in minor respects from any specific requirements herein, but judged to meet the intent of this request.

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

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

6. **Awards, Splitting of.** The state reserves the right to make awards by item, groups of items, or on the total low bid for all the items specified as indicated in the detailed specifications. Bidders interested only in the total low bid for all items are to state 'all or nothing' on their bid response.
7. **Bidder Checklist.** HAVE YOU REMEMBERED TO:
  - Bid F.O.B. Destination (Ship To: Address) Freight Prepaid.
  - Mark envelope as indicated.
  - Review Standard Terms and Conditions contained in this solicitation.
  - Sign your bid on the cover sheet.
  - Initial all bid/pricing changes you made.
  - Bid responses must be submitted in ink or type written.
  - Review and complete all requirements contained in this solicitation to ensure compliance.
8. **Bidder's Responsibility and Late Bids.** It is the bidder's responsibility to ensure that a bid response is physically deposited with the NDDOT Procurement Office prior to the date and time specified for the opening. Late bid responses will not be opened and will be rejected and returned regardless of the degree of lateness or the reasons. It is the bidder's responsibility to comply with the State of North Dakota's laws and regulations.

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

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

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

11. **Clarifications, Bid Changes and Questions Deadline.** The Procurement Officer is the point of contact. Any irregularities, lack of clarity, requested bid changes and all questions regarding this bid and the procurement process must be addressed to the Procurement Officer referenced on the first page of this document not later than end of business January 16, 2014. (Contact information is indicated on cover page). If a bid amendment is required, it will generally be issued after this date.

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

12. **Definitions.**

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

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

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

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

16. **Indemnification.** The attached Equipment Rental Agreement will be incorporated into the contract.

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

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

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

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

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

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

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

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

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

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

24. **Receipt of Bids.** All sealed bids received by the NDDOT Procurement Office will be opened and read in Room 222, 608 East Boulevard Avenue, Bismarck, North Dakota, at the time specified in the solicitation.

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

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

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

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

After award of contract:

- a) If a conflict arises between a supplemental term or condition included in the bid and a term or condition of the ITB, the term or condition of the ITB will prevail, and,
- b) If the State's rights would be diminished as a result of application of a supplemental term or condition included in the bid, the supplemental term or condition will be considered null and void.

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

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

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

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

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

### **GENERAL CONTRACT TERMS AND CONDITIONS**

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

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

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

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

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

6. **Delivery.** NDDOT requests delivery of the units **not later than MAY 1, 2014**. If rental equipment is not available within the specified time, the bidder must indicate the approximate date delivery can be expected on the bid document. Dealer is responsible for delivery to and pick up from the receiving NDDOT district(s).

7. **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.

8. **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.

9. **Contract Term and Renewal Option.** The NDDOT will enter into a contract which will be effective **beginning upon an acceptable delivery date to extend for a period of not more than twelve months.** This contract is non-renewable.

10. **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 of default 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.

11. **Contract Price Adjustment:** The Contract Unit Prices shall be firm for the twelve (12) months of the contract period.

12. **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.

13. **Billing and Payment Procedures:** Invoices are to be submitted to the individual districts. 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.

14. **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.

15. **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.

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

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

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

18. **Equipment Rental Agreement (ERA).** Attached is an example of NDDOT's Equipment Rental Agreement which will serve as the rental agreement for the Lessor and the Lessee. Suppliers' rental agreements will not apply to this rental. Where the bid document and the ERA conflict, the bid specifications will prevail.

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

After the contract has been awarded and as soon as the required insurance information is available; ERA(s) will be provided to the Lessor(s), to be signed and returned to the NDDOT.

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

### **BIDDER CHECKLIST**

#### **HAVE YOU REMEMBERED TO?**

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



**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION  
SPECIFICATIONS  
FOR RENTAL OF  
COMPACT TRACK LOADERS AND  
SEASONAL RENTAL OF COMPACT TRACK EXCAVATORS**

The intent of this bid specification is to request pricing for the rental of compact track loaders and compact track excavators for general highway maintenance operations. The compact track loader and/or compact track excavator shall be new or used less than 150 hours and be of the current make and model. The contract rental period will be 12 months for the compact track loader, and 6 months for the compact track excavator. The rental units shall be delivered no later than May 1<sup>st</sup> of 2014 and returned by October 31± 2014 for compact track excavators, and April 30± 2015 for compact track loaders. All Equipment unit serial numbers shall be provided to the lessee as soon as they become available to allow for adequate time for insurance processing. Two working days notice shall be given to on site DOT personnel prior to delivery and pickup. Dealer shall be responsible for delivery to and pickup from the District Headquarters at no additional cost to the department. Quantities and locations are shown below. The quantities are estimates and could change depending on pricing. The department may not rent the compact track loaders or compact track excavators depending on the bid pricing. This will be determined once the bids are received. The Lessor can exchange any unit during the contract period as long as the Lessee always has a machine on site and meets the specification.

Rented equipment is to be used for an estimated 100 engine hours during the rental period of 12 months for loaders and 6 months for excavators. Additional hours over specified amount shall be invoiced at the quoted hourly rate for hours over 100. Minimum payment for piece shall be the hourly rate times the estimated usage of 100 hours. (\$Hourly Rate as bid x 100 hours = Minimum payment/ per unit).

Lessee will carry physical damage insurance on the compact track loaders and/or compact track excavators. Lessee will accept responsibility for any breakage due to negligence done by them. Compact track loaders and compact track excavators will have normal wear and tear from general use when returned. The dealer and DOT representative must agree on any excessive damage within 10 working days of the return of the equipment. No claims for damage after the 10 working days will be permitted.

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

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

Lessor, or an authorized representative, shall at the time of delivery be available to make recommendations to prevent damage to the compact track loaders and/or compact track excavators. Lessor, or an authorized representative, shall also at the time of delivery provide familiarization training to ensure efficient operation, identify daily maintenance items, lessor's requirements on compact track loaders and/or compact excavators cleanliness, and basic operation to prevent damage to the equipment unit.

Payment/compensation shall be paid as follows: 70% of the total price bid for 100 hours of use will be paid upon satisfactory acceptance of the contract and delivery of equipment, not earlier than May 10. The remaining 30% plus any additional amount over 100 hours shall be paid upon satisfactory completion of the contract rental period. Invoices shall be addressed to the Districts receiving the said rental equipment.

## Compact Track Loader

As a minimum, each unit shall be equipped with:

|   | COMPLY |       | COMMENTS |
|---|--------|-------|----------|
|   | YES    | NO    |          |
| Minimum of 74 HP diesel engine, can be larger   | _____  | _____ | "NO BID" |
| Track machine, must be factory installed rubber tracks  | _____  | _____ | _____    |
| Deluxe cab, ROPS, air conditioning/heat   | _____  | _____ | _____    |
| Standard Instrumentation  | _____  | _____ | _____    |
| Bobcat brand machine to have both 7 Pin and 14 pin electrical connectors to interface with Bobcat brand attachments | _____  | _____ | _____    |
| Hour meter, must only mark time when engine is running  | _____  | _____ | _____    |
| Suspension seat   | _____  | _____ | _____    |
| Two speed drive   | _____  | _____ | _____    |
| Auxiliary front hydraulic outlets   | _____  | _____ | _____    |
| High flow hydraulics with a minimum flow of 31GPM   | _____  | _____ | _____    |
| Vertical lift system  | _____  | _____ | _____    |
| Engine and hydraulic 120V heaters   | _____  | _____ | _____    |
| Back up alarm   | _____  | _____ | _____    |
| Must provide standard bucket same width as tracks   | _____  | _____ | _____    |
| Headlights, warning and tail lights, manufacturers standard   | _____  | _____ | _____    |
| Full warranty throughout the rental period  | _____  | _____ | _____    |

The compact track loaders shall be delivered and training provided at the following locations:

| District    | Qty | Configuration | Bidder Agrees To Provide Equipment For The Following Districts |       | Equipment Availability Date |
|-------------|-----|---------------|--|-------|-----------------------------|
|             |     |               | Yes  | No    |                             |
| Bismarck    | 3   | Track         | _____  | _____ | _____                       |
| Valley City | 3   | Track         | _____  | _____ | _____                       |
| Devils Lake | 1   | Track         | _____  | _____ | _____                       |
| Devils Lake | 1   | Wheel         | _____  | _____ | _____                       |
| Minot       | 3   | Track         | _____  | _____ | _____                       |
| Dickinson   | 1   | Track         | _____  | _____ | _____                       |
| Dickinson   | 2   | Wheel         | _____  | _____ | _____                       |
| Grand Forks | 1   | Track         | _____  | _____ | _____                       |
| Grand Forks | 1   | Wheel         | _____  | _____ | _____                       |
| Williston   | 1   | Track         | _____  | _____ | _____                       |
| Williston   | 1   | Wheel         | _____  | _____ | _____                       |
| Fargo       | 1   | Track         | _____  | _____ | _____                       |
| Fargo       | 1   | Wheel         | _____  | _____ | _____                       |
| TOTAL       | 20  |               |  |       |                             |

Bidder must receive the entire award for this item (all or none): YES \_\_\_\_\_ NO \_\_\_\_\_

BIDDER Titum Machinery

**Compact Track Excavator**  
(Bobcat E80, Caterpillar 307, John Deere 75D or Similar Equivalent)

As a minimum, each unit shall be equipped with:

|   | COMPLY                              |                          | COMMENTS |
|---|-------------------------------------|--------------------------|----------|
|   | YES                                 | NO                       |          |
| Minimum of 54 HP diesel engine, can be larger                         | <input checked="" type="checkbox"/> | <input type="checkbox"/> |          |
| Minimum operating weight 17,700 pounds                                | <input checked="" type="checkbox"/> | <input type="checkbox"/> |          |
| Factory installed rubber tracks                                       | <input checked="" type="checkbox"/> | <input type="checkbox"/> |          |
| Cab, ROPS, air conditioning/heat                                      | <input checked="" type="checkbox"/> | <input type="checkbox"/> |          |
| Windshield wiper  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |          |
| Standard Instrumentation  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |          |
| 12v auxiliary cab outlet  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |          |
| Hour meter, must only mark time when engine is running                | <input checked="" type="checkbox"/> | <input type="checkbox"/> |          |
| Suspension seat   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |          |
| Auxiliary hydraulic outlets with hydraulic thumb installed on machine | <input checked="" type="checkbox"/> | <input type="checkbox"/> |          |
| Dozer blade   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |          |
| Two speed drive   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |          |
| Motion alarm  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |          |
| Manufacturers standard bucket to match machine size                   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |          |
| Work lights, manufacturers standard                                   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |          |
| Full warranty throughout the rental period                            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |          |

The compact track excavators shall be delivered and training provided at the following locations:

| District  | Qty | Configuration | Bidder Agrees To Provide Equipment For The Following Districts |                          | Equipment Availability Date |
|-----------|-----|---------------|--|--------------------------|-----------------------------|
|           |     |               | Yes  | No                       |                             |
| Bismarck  | 1   | Standard      | <input checked="" type="checkbox"/>                            | <input type="checkbox"/> | May 1, 2014                 |
| Minot     | 1   | Standard      | <input checked="" type="checkbox"/>                            | <input type="checkbox"/> | May 1, 2014                 |
| Dickinson | 1   | Standard      | <input checked="" type="checkbox"/>                            | <input type="checkbox"/> | May 1, 2014                 |
| TOTAL     | 3   |               |  |                          |                             |

Bidder must receive the entire award for this item (all or none): YES ☒ NO ☐

BIDDER Titan Machinery

**BID RESPONSE**

**PLEASE ATTACH RENTAL CONDITIONS AND A BRIEF NARRATIVE OF YOUR COMPANY'S ABILITY TO RESPOND TO BREAKDOWNS WITH EMERGENCY SERVICE OR REPLACEMENT EQUIPMENT.**

**ITEM NO. 1      COMPACT TRACK LOADER      14 EACH**

\$ \_\_\_\_\_ /HOUR\*

YEAR \_\_\_\_\_ MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_

**ITEM NO. 2, OPTION 1      WHEELED MACHINE IN LIEU OF TRACKS PER SAME SPEC**

This is an option to supply wheeled machine in lieu of a tracked machine meeting the same spec.

**6 EACH**

\$ \_\_\_\_\_ /HOUR\*

YEAR \_\_\_\_\_ MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_

**ITEM NO. 3      COMPACT TRACK EXCAVATOR      3 EACH**

\$ 60 /HOUR\*

YEAR 2014 MAKE: Case MODEL: CX80C

BIDDER Totam Machinery

**Please complete the information below as it applies to the bid that has been submitted:**

**PRIMARY CONTACT NAME AND BUSINESS LOCATION (Required)**

PRIMARY CONTACT NAME Ed Knivlg  
BUSINESS NAME: Titan Machinery  
MAILING ADDRESS: 1500 Industrial Drive  
CITY & STATE: Bismarck ND ZIP CODE: 58501  
PHONE NUMBER: 1-701-250-7925 TOLL FREE: 1-800-247-1282  
FAX NUMBER: 1-701-250-7924 EMAIL: ed.knivlg@titanimachinery.com.

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

SERVICE CONTACT NAME 'Same as above'  
BUSINESS NAME: \_\_\_\_\_  
SERVICE ADDRESS: \_\_\_\_\_  
CITY & STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_  
PHONE NUMBER: \_\_\_\_\_ TOLL FREE: \_\_\_\_\_  
FAX NUMBER: \_\_\_\_\_ EMAIL: \_\_\_\_\_

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

SERVICE CONTACT NAME \_\_\_\_\_  
BUSINESS NAME: \_\_\_\_\_  
SERVICE ADDRESS: \_\_\_\_\_  
CITY & STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_  
PHONE NUMBER: \_\_\_\_\_ TOLL FREE: \_\_\_\_\_  
FAX NUMBER: \_\_\_\_\_ EMAIL: \_\_\_\_\_

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

SERVICE CONTACT NAME \_\_\_\_\_  
BUSINESS NAME: \_\_\_\_\_  
SERVICE ADDRESS: \_\_\_\_\_  
CITY & STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_  
PHONE NUMBER: \_\_\_\_\_ TOLL FREE: \_\_\_\_\_  
FAX NUMBER: \_\_\_\_\_ EMAIL: \_\_\_\_\_

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

SERVICE CONTACT NAME 'Same as above'

BUSINESS NAME: \_\_\_\_\_

SERVICE ADDRESS: \_\_\_\_\_

CITY & STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ TOLL FREE: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_ EMAIL: \_\_\_\_\_

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

SERVICE CONTACT NAME 'Same as above'

BUSINESS NAME: \_\_\_\_\_

SERVICE ADDRESS: \_\_\_\_\_

CITY & STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ TOLL FREE: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_ EMAIL: \_\_\_\_\_

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

SERVICE CONTACT NAME \_\_\_\_\_

BUSINESS NAME: \_\_\_\_\_

SERVICE ADDRESS: \_\_\_\_\_

CITY & STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ TOLL FREE: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_ EMAIL: \_\_\_\_\_

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

SERVICE CONTACT NAME \_\_\_\_\_

BUSINESS NAME: \_\_\_\_\_

SERVICE ADDRESS: \_\_\_\_\_

CITY & STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ TOLL FREE: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_ EMAIL: \_\_\_\_\_

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

SERVICE CONTACT NAME \_\_\_\_\_

BUSINESS NAME: \_\_\_\_\_

SERVICE ADDRESS: \_\_\_\_\_

CITY & STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ TOLL FREE: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_ EMAIL: \_\_\_\_\_

**SAMPLE DOCUMENT****EQUIPMENT RENTAL AGREEMENT**

North Dakota Department of Transportation  
Financial Management Division, Rm. 22  
608 East Boulevard Avenue  
Bismarck, ND 58505-0700

|                         |                 |                                 |
|-------------------------|-----------------|---------------------------------|
| NAME                    | LESSOR (VENDOR) | LESSEE (STATE)                  |
|                         |                 | ND DEPARTMENT OF TRANSPORTATION |
| ADDRESS                 |                 | 608 E BOULEVARD AVENUE          |
| CITY, STATE<br>ZIP CODE |                 | BISMARCK ND 58505-0700          |
| CONTACT                 |                 | MARILYN K. LANGEHAUG            |
| PHONE<br>NO             |                 | 701-328-4466                    |

|  |                      |  |  |
|--|----------------------|--|--|
| DATE   | RENTAL<br>TERM       | BEGINS ON                                  | ENDS ON  |
| DAY (8HRS )                                  | RENTAL RATES *<br>\$ | TRANSPORTATION CHARGES IF APPLICABLE       | METER READING OUT  |
| WEEK (44HRS )                                | \$                   | MINIMUM RENTAL AMOUNT GUARANTEED BY LESSEE | METER READING IN   |
| MONTH (176 HRS )                             | \$                   |  |  |
| EXCESS HOURS BILLED AT                       | \$                   |  |  |
| * RENTAL RATES ARE BASED ON HOUR METER USAGE |                      |  |  |
| EQUIPMENT WILL BE USED AT                    |                      |  | LESSEE WILL NOT REMOVE THE<br>EQUIPMENT FROM THIS LOCATION<br>WITHOUT NOTIFICATION |
| SERIAL NUMBER                                | MAKE                 | MODEL                                      | DESCRIPTION  |
|  |                      |  | UNIT VALUE   |

|                     |          |     |  |  |
|---------------------|----------|-----|--|--|
| BILL TO INFORMATION |          |     |  |  |
| NAME                |          |     |  |  |
|                     |          |     |  |  |
| ADDRESS             |          |     |  |  |
| CITY                | STATE    | ZIP |  |  |
| CONTACT             | PHONE NO |     |  |  |

**TERMS AND CONDITIONS****AGREEMENT:**

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

**AMENDMENTS:**

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

**TRANSPORTATION CHARGES:**

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



**OPERATION OF EQUIPMENT:**

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

**REPAIRS:**

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

**WARRANTY:**

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

**ALTERATIONS AND MODIFICATIONS OF EQUIPMENT:**

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

**LIABILITY:**

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

**INSURANCE:**

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

- 1) Lessee and Lessor shall provide commercial general liability with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.
- 2) Lessee shall provide property insurance insuring the full and true value of the equipment. Insurance policy shall name Lessee as insured and Lessor as an additional insured and loss payee thereof as Lessor's interest may appear. An Evidence of Property Insurance shall be provided to the Lessor by the Lessee.

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

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

**TAXES:**

The State does not pay sales tax or most federal taxes. The State's sales tax exemption number is E-2001. The federal tax free transaction number is 45-70-0010K. the federal employer identification number is 45-6002432.

**INSPECTION:**

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

**TERMINATION:**

- a. This agreement may be terminated by mutual consent of both parties, or by either party upon 30 day's notice, in writing or delivered by certified mail or in person.
- b. In addition, Lessee may terminate this agreement effective upon delivery of written notice to the Lessor, or at such later date as may be established by Lessee, under any of the following conditions:
  - 1) If Lessee funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The agreement may be modified unilaterally to accommodate a reduction in funds.
  - 2) If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this agreement or are no longer eligible for the funding proposed for payments authorized by this agreement.
  - 3) If any license or certificate required by law or regulation to be held by the Lessor to provide the services required by the agreement is for any reason denied or revoked.

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

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

**LESSEE AGREES TO:**

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

**PURCHASE ORDER:**

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

**RENTAL PAYMENTS:**

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

**LATE PAYMENTS:**

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

**EXTENDED RENTAL PERIOD:**

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

**REQUEST FOR BID:**

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

**GOVERNING LAW AND VENUE:**

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

**MERGER AND WAIVER:**

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

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

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

**SAMPLE DOCUMENT**

## RENTAL EQUIPMENT RETURN FORM

Check lights for damage:

---

---

---

Check sheet metal and fiber glass for damage:

---

---

---

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

---

---

---

Check cab interior for smoking, tears, etc.:

---

---

---

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

---

---

---

Date: \_\_\_\_\_

Model: \_\_\_\_\_

Serial Number: \_\_\_\_\_

Hours: \_\_\_\_\_

Dealer: \_\_\_\_\_

Dealer Signature: \_\_\_\_\_

District: \_\_\_\_\_

District Signature: \_\_\_\_\_

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION  
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:

1. 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. Nondiscrimination: 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. Information and Reports: 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. Sanctions for Noncompliance: 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. Incorporation of Provisions: 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.



# ***Titan Machinery***

***Construction Division-Bismarck, ND***

Phone: 701.250.7925  
Fax: 701.250.7924  
Toll Free: 1-800-247-1282

1500 Industrial Drive  
Bismarck ND 58501

## **Titan Machinery Narrative Description for the ND D.O.T. Rental Equipment Contracts:**

- 6 construction locations throughout the state of North Dakota
- \$50,000,000.00 in rental inventory for the State of North Dakota
- Central Parts Depot located in West Fargo
- 50+ Service Trucks in North Dakota
- 75+ Professionally Certified Service Technicians for the State of North Dakota
- 30+ Professionally Certifies Parts Personal for the State of North Dakota
- 24 hour service 7 days a week
- Over \$1,000,000,000.00 in inventory Nation Wide
- Over + \$1,000,000,000.00 in Parts inventory Nation Wide
- Over 100 location in North America with over 5000 employees
- Largest Case Construction Dealership in the World

We here at Titan Machinery are confident our equipment, reputation and service in all fields will exceed your expectations. Thank you for the opportunity to earn your business.

Yours truly,

Ed Kinvig, Field Marketer, Bismarck ND



**PRELIMINARY**
**ENGINE**

|   |   |
|---|---|
| Model                                   | Isuzu AP-4LE2X,<br>Tier 4 Final Certified                                   |
| Type                                    | Water-cooled, 4-cycle.<br>Turbo-charged w/ air-cooled<br>intercooler w/ DOC |
| Cylinders                               | 4-cylinder in-line  |
| Displacement                            | 133 in <sup>3</sup> (2.2 L)   |
| Bore/Stroke                             | 3.35 x 3.78 in<br>(85 x 96 mm)  |
| Fuel injection                          | Direct injection – electronic   |
| Fuel filter                             | Replaceable, full flow<br>spin-on cartridge                                 |
| Air filter                              | Dry type element<br>w/ warning indicator                                    |
| Oil filter                              | Replaceable, full flow<br>spin-on cartridge                                 |
| Engine oil operating angle ratings:     |   |
| Side-to-side                            | Rated 35°   |
| Fore and aft                            | Rated 35°   |
| Net horsepower @ 2000 RPM – SAE J1349:  | 55.2 hp (41.2 kW)   |
| Net max. torque @ 1800 RPM – SAE J1349: | 147 lb-ft (199 N-m)   |
| Cooling                                 | 110° to -13° F (43° to -25° C)<br>@ 55% concentration                       |

**POWERTRAIN**

|                |  |
|----------------|--|
| Travel control | Dual stage relief/<br>counter balance design |
| Brakes         | Mechanical disc                              |
| Service brakes | SAHR disc – each motor                       |
| Travel speeds: |  |
| Low            | Forward/Reverse<br>2.1 mph (3.3 kph)         |
| High           | 3.2 mph (5.1 kph)                            |
| Gradeability   | 70% (35°)                                    |
| Drawbar pull   | 13,300 lb (59.2 kN)                          |

**ELECTRICAL**

|                   |              |
|-------------------|--------------|
| Voltage           | 24 Volts     |
| Alternator rating | 50 amp       |
| Battery           | 2 x 12 Volt  |
| Reserve capacity  | 64 Ah/5 hour |
| Work lights       | 24 Volt      |
| 1 boom            | 70 watt      |
| 1 upper           | 70 watt      |

**OPERATOR ENVIRONMENT**

FOPS Level 1 cab top guard; Pressurized cab; One-touch lock front window; AC/heat/defrost w/ auto climate control; 6 watt interior dome light; Mechanical-suspension cloth seat; Adjustable armrests; Low-effort joystick controls; Controls pre-wired for auxiliary; Blade control lever; AM/FM radio w/ antenna and 2 speakers; Anti-theft start code system; Rubber floor mat; 12-volt electric socket; 24-volt cigarette lighter; External rear view mirrors; Windshield wiper/washer; Cup holder; Storage compartments; Travel alarm w/ cancel switch; One key start and lock-up; Built-in full-color LCD monitor; Safety glass for all windows; Polycarbonate roof hatch.

|                                  |               |
|----------------------------------|---------------|
| Air conditioner output           | 13,490 BTU/hr |
| Heater output                    | 12,900 BTU/hr |
| Sound level inside cab – ISO6395 | 73.0 dBA      |

**OPERATING WEIGHT**

|  |                     |
|--|---------------------|
| Operating weight                         | 18,800 lb (8510 kg) |
| w/ shoes                                 | 1 ft 6 in (0.45 m)  |
| w/ boom                                  | 11 ft 6 in (3.50 m) |
| w/ arm                                   | 5 ft 7 in (1.69 m)  |
| w/ bucket                                | 460 lb (210 kg)     |
| w/ dozer blade                           | 7 ft 7 in (2.32 m)  |
| w/ counterweight                         | 2,430 lb (1100 kg)  |
| w/ operator/full fuel/standard equipment |                     |

**HYDRAULICS**

|   |   |
|---|---|
| System design   | Open center   |
| Main pumps  | Two variable displacement/<br>axial piston w/ regulating system |
| Max. rated flow   | 2 x 1,936 gpm<br>(2 x 74 L/min)                                 |
| System pressures:   |   |
| Boom, arm and bucket  | 4,264 psi (294 bar)   |
| Travel circuits   | 4,264 psi (294 bar)   |
| Swing circuits  | 3,278 psi (226 bar)   |
| Pilot pump  | 1 x gear design   |
| Max. capacity   | 4.8 gpm (18 L/min)  |
| Controls  | w/ boom/arm holding valve                                       |
| Right track travel,<br>bucket, boom and<br>arm acceleration.  | Four-spool valve  |
| Left track travel,<br>auxiliary, swing,<br>boom acceleration. | Five-spool valve  |
| Swing motor   | # Fixed displacement<br>axial piston                            |
| Swing final drive   | / Planetary gear reduction                                      |
| Travel motor  | Two-speed independent<br>travel/axial piston                    |

**HYDRAULICS (cont.)**

|                 |                  |
|-----------------|------------------|
| Boom cylinder   | One (1)          |
| Bore diameter   | 4.5 in (115 mm)  |
| Rod diameter    | 3.0 in (75 mm)   |
| Stroke          | 33.5 in (850 mm) |
| Arm cylinder    | One (1)          |
| Bore diameter   | 3.9 in (100 mm)  |
| Rod diameter    | 2.6 in (65 mm)   |
| Stroke          | 29.7 in (755 mm) |
| Bucket cylinder | One (1)          |
| Bore diameter   | 3.3 in (85 mm)   |
| Rod diameter    | 2.2 in (55 mm)   |
| Stroke          | 26.2 in (665 mm) |

**SERVICE CAPACITY**

|                         |                   |
|-------------------------|-------------------|
| Fuel tank               | 31.7 gal (120 L)  |
| Hydraulic system        | 25.4 gal (96.3 L) |
| Hydraulic sump tank     | 31.7 gal (51 L)   |
| Engine oil w/ filter    | 3.0 gal (11.5 L)  |
| Swing drive             | 2.58 gal (9.7 L)  |
| Final drive – each side | 0.3 gal (1.1 L)   |
| Cooling system          | 3.2 gal (12.2 L)  |

**OTHER SPECIFICATIONS**

|                             |   |
|-----------------------------|---|
| Swing speed                 | 0 – 9.5 RPM                               |
| Swing torque                | 12,500 lb-ft (17 000 N-m)                 |
| Swing brake                 | Mechanical disc                           |
| Undercarriage:              |   |
| Carrier rollers             | 1 per side                                |
| Track rollers               | 5 per side                                |
| Shoes – triple semi-grouser | 39 per side                               |
| Shoe width – std.           | 17.7 in (450 mm)                          |
| Link pitch                  | 6.1 in (154 mm)                           |
| Track:                      |   |
| Chain                       | Grease lubricated/strutted                |
| Adjustment                  | Hydraulic                                 |
| Boom                        | 11 ft 6 in (3.50 m)                       |
| Arm options                 | 5 ft 7 in (1.69 m)<br>6 ft 11 in (2.12 m) |

## LIFT CAPACITIES

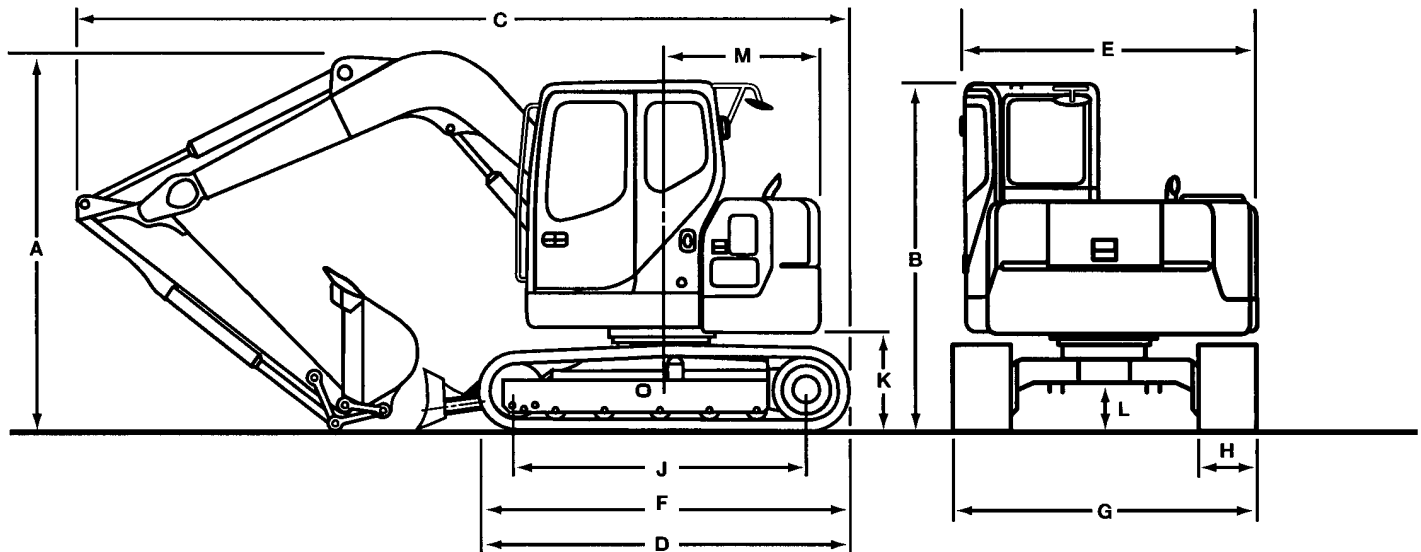
**5 ft 7 in (1.69 m) Arm** Lift capacities calculated using a 460 lb (210 kg) bucket, 2,430 lb (1100 kg) counterweight operating in "Standard" Mode, blade down.

| Load<br>(Lift Point)<br>Height | 5 ft<br>(1.52 m)      |                       | 10 ft<br>(3.05 m)      |                       | 15 ft<br>(5.57 m)     |                       | 20 ft<br>(6.10 m)     |                       | MAXIMUM REACH           |                        |                        |
|--------------------------------|-----------------------|-----------------------|------------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-------------------------|------------------------|------------------------|
|                                | END                   | SIDE                  | END                    | SIDE                  | END                   | SIDE                  | END                   | SIDE                  | @                       | END                    | SIDE                   |
| +15 ft<br>(4.57 m)             |                       |                       |                        |                       | 3,700 lb<br>(1678 kg) | 3,700 lb<br>(1678 kg) |                       |                       | 14 ft 10 in<br>(4.52 m) | 3,650 lb<br>(1656 kg)  | 3,650 lb<br>(1656 kg)  |
| +10 ft<br>(3.05 m)             |                       |                       |                        |                       | 4,400 lb<br>(1996 kg) | 3,950 lb<br>(1792 kg) | 3,800 lb<br>(1724 kg) | 2,450 lb<br>(1111 kg) | 10 ft 10 in<br>(3.30 m) | 4,850 lb<br>(2200 kg)  | 4,850 lb<br>(2200 kg)  |
| +5 ft<br>(1.52 m)              |                       |                       | 10,050 lb<br>(4559 kg) | 6,850 lb<br>(3107 kg) | 6,050 lb<br>(2744 kg) | 3,700 lb<br>(1678 kg) | 4,400 lb<br>(1996 kg) | 2,350 lb<br>(1066 kg) | 8 ft 11 in<br>(2.72 m)  | 5,100 lb<br>(2313 kg)  | 5,100 lb<br>(2313 kg)  |
| Ground-<br>line                |                       |                       | 8,700 lb<br>(3946 kg)  | 6,400 lb<br>(2903 kg) | 6,900 lb<br>(3130 kg) | 3,500 lb<br>(1588 kg) | 4,650 lb<br>(2109 kg) | 2,250 lb<br>(1021 kg) | 6 ft 10 in<br>(2.08 m)  | 4,050 lb<br>(1837 kg)  | 4,050 lb<br>(1837 kg)  |
| -5 ft<br>(-1.52 m)             | 7,350 lb<br>(3334 kg) | 7,350 lb<br>(3334 kg) | 11,700 lb<br>(5307 kg) | 6,500 lb<br>(2948 kg) | 6,700 lb<br>(3039 kg) | 3,450 lb<br>(1565 kg) |                       |                       | 3 ft 3 in<br>(0.99 m)   | 6,200 lb<br>(2812 kg)  | 6,200 lb<br>(2812 kg)  |
| -10 ft<br>(-3.05 m)            |                       |                       | 8,450 lb<br>(3833 kg)  | 6,650 lb<br>(3016 kg) |                       |                       |                       |                       | 5 ft 6 in<br>(1.68 m)   | 12,750 lb<br>(5783 kg) | 12,750 lb<br>(5783 kg) |

**6 ft 11 in (2.12 m) Arm** Lift capacities calculated using a 420 lb (191 kg) bucket, 2,430 lb (1100 kg) counterweight operating in "Standard" Mode, blade down.

| Load<br>(Lift Point)<br>Height | 5 ft<br>(1.52 m) |      | 10 ft<br>(3.05 m)      |                       | 15 ft<br>(5.57 m)     |                       | 20 ft<br>(6.10 m)     |                       | MAXIMUM REACH           |                       |                       |
|--------------------------------|------------------|------|------------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-------------------------|-----------------------|-----------------------|
|                                | END              | SIDE | END                    | SIDE                  | END                   | SIDE                  | END                   | SIDE                  | @                       | END                   | SIDE                  |
| +15 ft<br>(4.57 m)             |                  |      |                        |                       |                       |                       |                       |                       | 20 ft 9 in<br>(6.32 m)  | 2,703 lb<br>(1266 kg) | 2,253 lb<br>(1022 kg) |
| +10 ft<br>(3.05 m)             |                  |      |                        |                       | 2,903 lb<br>(1317 kg) | 2,903 lb<br>(1317 kg) | 3,203 lb<br>(1453 kg) | 2,302 lb<br>(1044 kg) | 22 ft 11 in<br>(6.98 m) | 2,803 lb<br>(1271 kg) | 1,802 lb<br>(817 kg)  |
| +5 ft<br>(1.52 m)              |                  |      | 7,303 lb<br>(3312 kg)  | 6,602 lb<br>(2995 kg) | 4,503 lb<br>(2042 kg) | 3,502 lb<br>(1589 kg) | 3,703 lb<br>(1679 kg) | 2,202 lb<br>(999 kg)  | 23 ft 7 in<br>(7.18 m)  | 3,053 lb<br>(1385 kg) | 1,652 lb<br>(749 kg)  |
| Ground-<br>line                |                  |      | 9,803 lb<br>(4446 kg)  | 6,002 lb<br>(2723 kg) | 6,103 lb<br>(2768 kg) | 3,252 lb<br>(1475 kg) | 4,353 lb<br>(1974 kg) | 2,102 lb<br>(954 kg)  | 22 ft 8 in<br>(6.90 m)  | 3,553 lb<br>(1611 kg) | 1,752 lb<br>(795 kg)  |
| -5 ft<br>(-1.52 m)             |                  |      | 12,203 lb<br>(5535 kg) | 5,902 lb<br>(2677 kg) | 6,753 lb<br>(3063 kg) | 3,152 lb<br>(1430 kg) | 4,503 lb<br>(2042 kg) | 2,052 lb<br>(931 kg)  | 20 ft 1 in<br>(6.12 m)  | 4,353 lb<br>(1974 kg) | 2,102 lb<br>(954 kg)  |
| -10 ft<br>(-3.05 m)            |                  |      | 10,803 lb<br>(4900 kg) | 6,052 lb<br>(2745 kg) | 6,053 lb<br>(2745 kg) | 3,252 lb<br>(1475 kg) |                       |                       |                         |                       |                       |



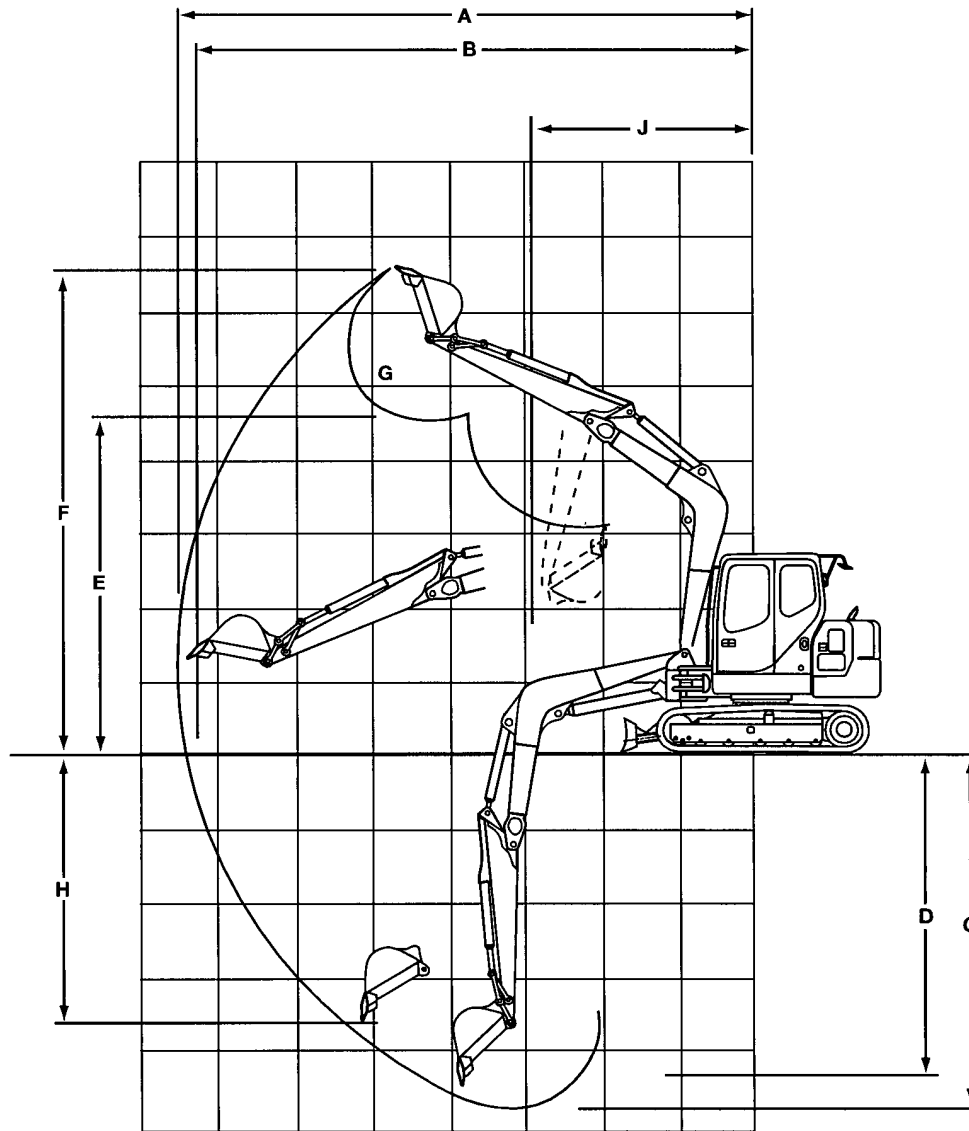


Line drawings are for illustrative purpose only and may not be exact representation of unit.

## DIMENSIONS

|   | 5 ft 7 in (1.69 m) Arm | 6 ft 11 in (2.12 m) Arm |
|---|------------------------|-------------------------|
| <b>A.</b> Overall height                                    | 9 ft 1 in (2.76 m)     | 8 ft 10 in (2.70 m)     |
| <b>B.</b> Cab height  | 9 ft 1 in (2.76 m)     | 8 ft 10 in (2.70 m)     |
| <b>C.</b> Overall length with attachment                    | 21 ft 11 in (6.68 m)   | 22 ft 1 in (6.74 m)     |
| <b>D.</b> Overall length without attachment                 | 12 ft 0 in (3.67 m)    | 10 ft 9 in (3.28 m)     |
| <b>E.</b> Width of upperstructure                           | 7 ft 5 in (2.27 m)     | 7 ft 4 in (2.23 m)      |
| <b>F.</b> Track overall length                              | 9 ft 4 in (2.85 m)     | 9 ft 4 in (2.85 m)      |
| <b>G.</b> Track overall width with 1 ft 6 in (0.45 m) shoes | 7 ft 7 in (2.32 m)     | 7 ft 7 in (2.32 m)      |
| <b>H.</b> Track shoe width                                  | 1 ft 6 in (0.45 m)     | 1 ft 6 in (0.45 m)      |
| Track gage  | 6 ft 2 in (1.87 m)     | 6 ft 6 in (1.99 m)      |
| <b>J.</b> Center to center - idler to sprocket              | 7 ft 3 in (2.21 m)     | 7 ft 3 in (2.21 m)      |
| <b>K.</b> Upperstructure ground clearance                   | 2 ft 6 in (0.75 m)     | 2 ft 5 in (0.75 m)      |
| <b>L.</b> Minimum ground clearance                          | 1 ft 2 in (0.36 m)     | 1 ft 2 in (0.36 m)      |
| <b>M.</b> Rear tail swing radius                            | 5 ft 7 in (1.69 m)     | 5 ft 5 in (1.66 m)      |
| Dozer blade width   | 7 ft 7 in (2.32 m)     | 7 ft 7 in (2.32 m)      |
| Dozer blade height  | 1 ft 6 in (0.45 m)     | 1 ft 6 in (0.45 m)      |
| Operating weight*   | 18,800 lb (8510 kg)    | 18,915 lb (8580 kg)     |
| Ground pressure   | 5.51 psi (0.38 bar)    | 5.51 psi (0.38 bar)     |

\*With 1 ft 6 in (0.45 m) track shoe, 460 lb (210 kg) bucket, 165 lb (75 kg) operator, full fuel and standard equipment.



Line drawings are for illustrative purpose only and may not be exact representation of unit.

## PERFORMANCE SPECS

|   | 5 ft 7 in (1.69 m) Arm | 6 ft 11 in (2.12 m) Arm |
|---|------------------------|-------------------------|
| <b>A.</b> Maximum dig radius                          | 23 ft 3 in (7.09 m)    | 24 ft 3 in (7.40 m)     |
| <b>B.</b> Dig radius at groundline                    | 22 ft 9 in (6.94 m)    | 23 ft 10 in (7.27 m)    |
| <b>C.</b> Maximum dig depth                           | 13 ft 9 in (4.18 m)    | 15 ft 1 in (4.59 m)     |
| <b>D.</b> Dig depth - 8 ft 0 in (2.44 m) level bottom | 12 ft 6 in (3.81 m)    | 13 ft 11 in (4.23 m)    |
| <b>E.</b> Dump height                                 | 16 ft 6 in (5.04 m)    | 15 ft 1 in (4.60 m)     |
| <b>F.</b> Overall reach height                        | 21 ft 7 in (6.57 m)    | 21 ft 8 in (6.60 m)     |
| <b>G.</b> Bucket rotation                             | 177°                   | 177°                    |
| <b>H.</b> Vertical straight wall dig depth            | 11 ft 0 in (3.35 m)    | 11 ft 8 in (3.55 m)     |
| <b>J.</b> Minimum swing radius                        | 9 ft 2 in (2.79 m)     | 9 ft 7 in (2.91 m)      |
| Arm digging force                                     | 8,880 lb (39.5 kN)     | 7,644 lb (34.0 kN)      |
| Bucket digging force*                                 | 12,800 lb (56.9 kN)    | 12,792 lb (56.9 kN)     |
| Dozer blade cutting edge:                             |                        |                         |
| Maximum height  | 1 ft 5 in (0.44 m)     | 1 ft 4 in (0.41 m)      |
| Maximum depth   | 11 in (0.28 m)         | 8 in (0.20 m)           |

\*Digging force ratings based on ISO6015.

## STANDARD EQUIPMENT

### OPERATOR ENVIRONMENT

See page 1

### ENGINE

Isuzu four-cylinder turbo-charged diesel  
Certified Tier 4 Final  
Electronic fuel injection  
Neutral safety start  
Auto-engine warm up  
Glow-plug pre-heat  
One-touch idle  
Dual-stage fuel filtration  
Dual element air filter  
Remote oil filter  
Green plug oil drain  
500-hour engine oil change interval  
24-volt system  
Color LCD monitor

### HYDRAULICS

ISO pattern controls  
5,000 hour hydraulic oil change interval  
1,000 hour hydraulic filter change interval  
SAHR brake  
Three (3) work mode settings

### UPPER STRUCTURE

Right and left side mirrors  
Isolation mounted cab – fluid  
Common key vandal locks  
Upper mounted work light – 70 watt  
Cab mounted work light – 70 watt  
Swivel guard belly pan

### UNDERCARRIAGE

1 ft 6 in (0.45 m) steel shoes, triple  
semi-grouser  
Full overlap turntable bearing tub  
Front track chain guides  
Hydraulic track adjustment  
X-pattern carbony

### FRONT BLADE

Hydraulically controlled front blade:  
7 ft 7 in (2.31 m) width  
1 ft 6 in (0.45 m) height

### ATTACHMENT

Boom  
Arm – 5 ft 7 in (1.69 m)  
Boom mounted work light – 70 watt  
Attachment cushion valve

## OPTIONAL EQUIPMENT

### OPERATOR ENVIRONMENT

Control pattern selector  
FOPS cab top guard – Level 2  
Front grill guard – 2 x 2 screen mesh  
Front rock guard:  
Vertical bars – fixed/one piece/OPG 2  
Rear camera

### HYDRAULICS

Auxiliary hydraulics  
Single acting  
Double acting  
Proportional controls

### UNDERCARRIAGE

23.6 in (600 mm) steel shoes,  
triple semi-grouser\*  
1 ft 6 in (0.45 m) rubber pads bolted to  
standard rail

\*Note: blade will not fully cover 23.6" shoe

### ATTACHMENT

Arm 6 ft 11 in (2.12 m)  
Coupler/Case multi-pin grabber  
Heavy-duty bucket

## BUCKETS/CASE COUPLER

| Application            | Width                             | SAE Heaped Capacity                          |
|------------------------|-----------------------------------|--|
| Pin on/heavy-duty      | 18 in (457 mm) to 42 in (1067 mm) | 0.28 yd <sup>3</sup> to 0.57 yd <sup>3</sup> |
| Coupler/heavy-duty     | 18 in (457 mm) to 42 in (1067 mm) | 0.24 yd <sup>3</sup> to 0.59 yd <sup>3</sup> |
| Case multi-fit coupler | —                                 | —  |



NOTE: All specifications are stated in accordance with SAE Standards or Recommended Practices, where applicable.

NOTE: All engines meet current EPA emissions requirements.

IMPORTANT: Case Construction Inc. reserves the right to change these specifications without notice and without incurring any obligation relating to such change. Case Construction Inc. does not warrant the safety or reliability of attachments from other manufacturers.

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[www.casece.com](http://www.casece.com)



## EQUIPMENT RENTAL AGREEMENT

North Dakota Department of Transportation  
Financial Management Division, Rm 22  
608 East Boulevard Avenue  
Bismarck, ND 58505-0700

| NAME                    | LESSOR (VENDOR)   | LESSEE (STATE)                         |
|-------------------------|---|--|
|                         | Titan Machinery   | N.D. Department of Transportation      |
| ADDRESS                 | 1500 Industrial Drive   | 608 E. Boulevard Avenue                |
| CITY, STATE<br>ZIP CODE | Bismarck, ND 58501  | Bismarck, ND 58505-0700                |
| CONTACT                 | Ed Kinvig, <a href="mailto:ed.kinvig@titanmachinery.com">ed.kinvig@titanmachinery.com</a> | Marilyn Langehaug, Purchasing Agent II |
| PHONE NO                | 701-250-7925, 800-247-1282  | 701-328-4466                           |

|              |  |  |  |             |                         |                       |
|--------------|--|--|--|-------------|-------------------------|-----------------------|
| DATE         |  | February 10, 2014                                |  | RENTAL TERM | BEGINS ON<br>05/01/2014 | ENDS ON<br>10/31/2014 |
| RENTAL RATES |  | TRANSPORTATION CHARGES IF APPLICABLE<br><br>None |  |             | METER READING OUT       |                       |
| DAY (8HRS.)  |  |  |  |             |                         |                       |

| BILL TO INFORMATION |   |          |  |     |  |
|---------------------|---|----------|--|-----|--|
| NAME                | NORTH DAKOTA DEPARTMENT OF TRANSPORTATION   |          |  |     |  |
|                     | BISMARCK, MINOT AND DICKINSON DISTRICTS - SEE RENTAL AGREEMENT - PAGE 5 FOR CONTACT INFO. |          |  |     |  |
| ADDRESS             |   |          |  |     |  |
| CITY                |   | STATE    |  | ZIP |  |
| CONTACT             |   | PHONE NO |  |     |  |

### TERMS AND CONDITIONS

#### **AGREEMENT:**

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

#### **AMENDMENTS:**

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

#### **TRANSPORTATION CHARGES:**

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

**OPERATION OF EQUIPMENT:**

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

**REPAIRS:**

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

**WARRANTY:**

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

**ALTERATIONS AND MODIFICATIONS OF EQUIPMENT:**

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

**LIABILITY:**

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

**INSURANCE:**

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

- 1) Lessee and Lessor shall provide commercial general liability with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.
- 2) Lessee shall provide property insurance insuring the full and true value of the equipment. Insurance policy shall name Lessee as insured and Lessor as an additional insured and loss payee thereof as Lessor's interest may appear. An Evidence of Property Insurance shall be provided to the Lessor by the Lessee.

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

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

**TAXES:**

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

**INSPECTION:**

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

**TERMINATION:**

- a. This agreement may be terminated by mutual consent of both parties, or by either party upon 30 day's notice, in writing or delivered by certified mail or in person.
- b. In addition, Lessee may terminate this agreement effective upon delivery of written notice to the Lessor, or at such later date as may be established by Lessee, under any of the following conditions:
  - 1) If Lessee funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The agreement may be modified unilaterally to accommodate a reduction in funds.
  - 2) If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this agreement or are no longer eligible for the funding proposed for payments authorized by this agreement.
  - 3) If any license or certificate required by law or regulation to be held by the Lessor to provide the services required by the agreement is for any reason denied or revoked.

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

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

**LESSEE AGREES TO:**

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

**PURCHASE ORDER:**

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

**RENTAL PAYMENTS:**

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

**LATE PAYMENTS:**

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

**EXTENDED RENTAL PERIOD:**

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

**REQUEST FOR BID:**

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

**GOVERNING LAW AND VENUE:**

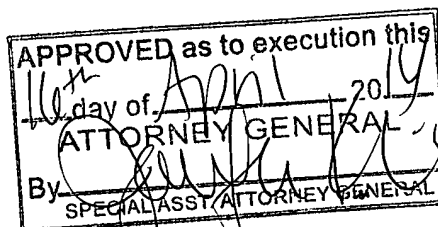
Notwithstanding any rules regarding the choice of law or venue, it is agreed by the parties that this agreement shall be governed by and construed in accordance with applicable Federal Law and the laws of the state of North Dakota, at the time the agreement was executed. All disputes arising from this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

**MERGER AND WAIVER:**

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

| LESSOR (Vendor)   |                                |
|---|--------------------------------|
| TO BE SIGNED BY OWNER; PARTNER; CORPORATE PRESIDENT; VICE PRESIDENT. OR OTHER AUTHORIZED CORPORATE OFFICER OR BID MAY BE REJECTED.<br>(IF SIGNED BY OTHER CORP. OFFICER, PLEASE ATTACH COPY OF POWER OF ATTORNEY OR OTHER DOCUMENTATION SHOWING AUTHORITY TO SIGN.) |                                |
| NAME (TYPE OR PRINT):<br><i>Greg Burgman</i>  | TITLE:<br><i>Store Manager</i> |
| SIGNATURE:<br><i>Greg Burgman</i>   | DATE:<br><i>4-11-14</i>        |

| LESSEE (Agency)   |                             |
|---|-----------------------------|
| APPROVED AS TO SUBSTANCE BY:<br><i>Grant Levi</i>                           | DATE:<br><i>4-15-14</i>     |
| AGENCY DIRECTOR SIGNATURE:<br><i>Darcy R. Rosendahl</i><br><i>Dep. Dir.</i> | DATE:<br><i>17 APR 2014</i> |



**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION  
MAINTENANCE SUPERINTENDENTS**

**BISMARCK DISTRICT:**

GARY FEIST OR JIM COLLING  
218 S AIRPORT ROAD  
BISMARCK ND 58504-6003  
(701)328-6952 OR 328-6954  
(701)328-6933 FAX

**MINOT DISTRICT:**

BOB ALLEN OR MONTE LEE  
1305 HIGHWAY 2 BYPASS EAST  
MINOT ND 58701-7922  
(701)857-6911 OR 857-6905  
(701)857-6932 FAX

**DICKINSON DISTRICT:**

AARON AUER  
1700 3RD AVE W SUITE 101  
DICKINSON ND 58601-3009  
(701)227-6526  
(701)227-6505 FAX





OP ID: JW

**EVIDENCE OF PROPERTY INSURANCE**

DATE (MM/DD/YYYY)

04/14/2014

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

|   |  |  |  |  |  |
|---|--|--|--|--|--|
| AGENCY<br><b>Vaaler Insurance/Bismarck</b><br><b>PO Box 933</b><br><b>Bismarck, ND 58502</b><br><b>Rollin C. Mehlhoff</b>                           |  | PHONE<br>(A/C, No, Ext): <b>701-258-2800</b> |  | COMPANY<br><b>Great American Insurance Co</b><br><b>Prop &amp; IM Division</b><br><b>6300 S Syracuse Way, Suite 295</b><br><b>Centennial, CO 80111</b> |  |
| FAX<br>(A/C, No): <b>701-258-2838</b>   |  | E-MAIL<br>ADDRESS:                           |  |  |  |
| CODE:   |  | SUB CODE:                                    |  |  |  |
| AGENCY<br>CUSTOMER ID #: <b>NDDE-07</b>   |  |  |  |  |  |
| INSURED<br><br><b>ND Dept. of Transportation</b><br><b>Financial Management Division</b><br><b>608 E Boulevard Ave</b><br><b>Bismarck, ND 58505</b> |  | LOAN NUMBER<br><b>TITAN MACH.</b>            |  | POLICY NUMBER<br><b>IMP118755911</b>   |  |
|   |  | EFFECTIVE DATE<br><b>07/01/13</b>            |  | EXPIRATION DATE<br><b>07/01/14</b>   |  |
|   |  |  |  | <input type="checkbox"/> CONTINUED UNTIL<br>TERMINATED IF CHECKED  |  |
| THIS REPLACES PRIOR EVIDENCE DATED:   |  |  |  |  |  |

**PROPERTY INFORMATION**

LOCATION/DESCRIPTION

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

**COVERAGE INFORMATION**

| COVERAGE / PERILS / FORMS  | AMOUNT OF INSURANCE                 | DEDUCTIBLE |
|--|-------------------------------------|------------|
| Blanket Equipment leased/rented<br>(Leased/rented less than 12 mos)<br>ACV = Actual CASH Value<br>Maximum per item<br>Maximum per loss | ACV<br><br>\$600,000<br>\$3,000,000 | \$15,000   |

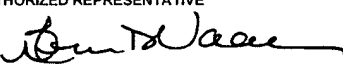
**REMARKS (Including Special Conditions)**

Per attached scheduled lease 5/1/14 to 10/31/14

**CANCELLATION**

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

**ADDITIONAL INTEREST**

|   |   |   |
|---|---|---|
| NAME AND ADDRESS<br><br><b>Titan Machinery</b><br><b>1500 Industrial Drive</b><br><b>Bismarck, ND 58501</b> | MORTGAGEE   | ADDITIONAL INSURED                                |
|   | LOSS PAYEE  | <input checked="" type="checkbox"/> <b>Lessor</b> |
|   | LOAN #  |   |
|   | AUTHORIZED REPRESENTATIVE<br> |   |

| NDDOT District Location | Description             | Vendor          | Year & Make | Model | Serial Number | Value         | From     | To       | # Mths |
|-------------------------|-------------------------|-----------------|-------------|-------|---------------|---------------|----------|----------|--------|
| BISMARCK                | Compact Track Excavator | Titan Machinery | 2014 Case   | CX80C | NDS6B1148     | \$ 105,000.00 | 05/01/14 | 10/31/14 | 6      |
| DICKINSON               | Compact Track Excavator | Titan Machinery | 2014 Case   | CX80C | NDS6B1169     | \$ 105,000.00 | 05/01/14 | 10/31/14 | 6      |
| MINOT                   | Compact Track Excavator | Titan Machinery | 2014 Case   | CX80C | NDS6B1137     | \$ 105,000.00 | 05/01/14 | 10/31/14 | 6      |