ATTENTION - PROSPECTIVE BIDDERS

OFFICIAL BID PACKAGE
FOR
LEASE OF NDDOT-OWNED LAND, MOUNTRAIL COUNTY
(for Livestock Grazing Purposes Only)

W½W½ OF SEC. 10, TWP. 156N, RG. 90W, 5TH P.M.

This file contains:

1. The official advertisement of sale, *Offering of Land for Lease On Bids, North Dakota Department of Transportation*, as published in the *Mountrail County Promoter*.

2. Aerial photograph of Subject property.

3. Draft of Lease Contract

4. Risk Management Appendix (RMA)

5. Official Bid Sheet, *Bid for Lease of State Land – Mountrail County, North Dakota Department of Transportation*.

6. Sample Bid Envelope
The North Dakota Department of Transportation (NDDOT) offers to lease the following tract of land in Mountrail County for the purpose of livestock grazing:

W½W½ of Section 10, Twp.156N, Rg.90W., 5th P.M.

The lease term will be for one year, with tenant having the option to renew at the same terms for up to four additional years. Lease will be for cash rent, to be paid by the tenant on an annual basis, with first year's rent due upon execution of the lease. Thereafter, the annual lease payment will be due at the start of each successive year tenant exercises his or her option to renew. The state has the option of canceling the lease upon 30 days' notice prior to the annual renewal date.

Tenant shall not commit or permit waste upon the property. Tenant will not be allowed to assign, sublet, or alter the property without the prior written consent of the Lessor.

Tenant agrees to maintain any fencing on the property and to control noxious weeds.

At any time during the term of the lease, NDDOT or its assigns shall retain the right to enter the leased tract for the purpose of surveying, prospecting for, and/or removing subsurface sand and gravel.

The tenant will be required to have commercial general liability insurance in the amount of $250,000 per person and $1,000,000 per occurrence. Tenant may substitute farm liability insurance, renter's insurance, or homeowner's insurance in the amount of at least $300,000. If an automobile will be used, tenant must secure automobile liability insurance with a minimum limit of liability of at least $250,000. The state of North Dakota, its agencies, officers, and employees (State) shall be endorsed as an additional insured on the above policies. A certificate of liability insurance will be required.

Interested parties are invited to submit a bid for the leasing of this land. Bidders are advised that the property is being offered for lease as-is. All bidders should inspect the property, inform themselves of existing conditions, and be familiar with the terms of the lease before bidding.

Only mail-in bids, postmarked on or before Friday, December 3, 2021, will be accepted.

To obtain a bid package, visit our website at www.dot.nd.gov. To place a bid,

1. Complete the bid sheet provided in the bid package, following the directions provided on the bid sheet. State the total amount of the rent you are bidding per year, and provide bidder’s full name, e-mail and mailing addresses, and telephone number on the bid sheet. Then,

2. Place the completed bid sheet, along with a certified check made payable to NDDOT for the full amount of your bid (one year’s rent), in an envelope plainly marked in the lower left-hand corner with “DO NOT OPEN -- BID FOR STATE LAND – MOUNTRAIL COUNTY”. Then,
3. On the back of the envelope, legibly print bidder’s name, mailing address, and the telephone number bidder can be contacted at the time of bid opening.

4. Mail the bid to Maintenance Division, c/o Greg F. Doll, North Dakota Department of Transportation, 608 East Boulevard Avenue, Bismarck, ND 58505.

NDDOT’s Maintenance Division will conduct the bid opening at 12:00PM (CST), Wednesday, December 15, 2021 by telephone conference call. Each bidder will be contacted at the phone number provided on the back of their bid envelope. Bids will then be opened and announced, and the three highest bidders will be afforded the opportunity to orally raise their bids. NDDOT reserves the right to reject any or all bids, to waive technicalities, or to accept such bids as may be in the interest of the state.

High bidder’s check will be retained pending award of a lease contract, the final decision to be made by the Director. Final decision is anticipated within approximately two weeks due to the holiday season. With award of contract, the successful bidder will have until January 15, 2022 to submit a certified check for any balance owed on first year’s rent. If no award is made, bidder’s check will be returned. Possession of the property, upon award and final payment, will be February 1, 2022.

Checks from unsuccessful bidders will be returned by mail to the address each bidder specified on his or her bid sheet.

The information contained in this advertisement may be revised prior to the auction upon further review by the North Dakota Department of Transportation. Any such revisions will be announced at the auction and will be binding upon the bidders. Please visit our website at www.dot.nd.gov for more information and any late developments regarding this event.

The NDDOT will consider every request for reasonable accommodation to provide:

- an accessible facility or other accommodation for people with disabilities,
- language interpretation for people with limited English proficiency (LEP), and
- translations of written material necessary to access NDDOT programs and information.

Appropriate provisions will be considered when the Department is notified at least 10 days prior to the Bid Opening date.

For more information, contact Greg F. Doll, Maintenance Division, NDDOT, 608 East Boulevard Avenue, Bismarck, ND, 58505 (701-328-2613) or Brad Darr, Maintenance Division (701-328-4443).
State Owned
W1/2W1/2 10-156-90
Mountrail County
North Dakota Department of Transportation
LEASE

Project Control Number:
Project: State pit, W½W½ 10-156-90
Parcel(s):

This lease is entered into between the state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and , hereinafter referred to as the Lessee, whose address is .

In consideration of the payment of the stated rent by Lessee, and the covenants and agreements herein contained, NDDOT does lease and rent to Lessee for the purpose of the grazing of livestock that certain property in Mountrail county, state of North Dakota, and more specifically described as follows, to wit:

W½W½ of Sec. 10, Twp. 156N, Rg. 90W, 5th P.M.

The risk management Appendix/Addendum, attached, is hereby incorporated and made a part of the agreement.

The term of the lease is for One year, commencing February 1, 2022, until January 31, 2023, for a rental of $________ per year, payable to NDDOT as follows:

The sum of $________ due upon execution of this lease, the receipt whereof is hereby acknowledged. Tenant has the option to renew the lease at the same terms for up to four additional, consecutive one-year terms, with annual rent due on the February 1 starting date of each renewal period. The state has the option to cancel said lease upon 30 days' notice prior to the annual renewal date.

Lessee shall not commit or permit waste upon the property; nor shall the Lessee assign, sublet or alter the property without written consent of NDDOT.

Lessee agrees to maintain any fencing on the property and to control noxious weeds.

At any time during the term of this lease, the Lessor or its assigns shall retain the right to enter the property for the purpose of surveying, prospecting for, and/or removing subsurface sand and gravel.

The Lessee, for him or herself, his or her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person, on the grounds of race, color, national origin, sex, age, disability, or income status**, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person, on the grounds of race, color, national origin, sex, age, disability, or income status**, shall be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination, (3) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
That in the event of breach of any of the above nondiscrimination covenants, the NDDOT shall have the right to terminate this Lease and to re-enter and repossess said land and the facilities thereon and hold the same as if said Lease had never been made or issued.
Executed the date last below signed:
LESSEE

________________________
NAME (TYPE OR PRINT)

________________________
SIGNATURE

________________________
DATE

STATE OF NORTH DAKOTA )
COUNTY OF ________________)

On this __________ day of ____________________, 20____, before me personally appeared
________________________________________________________________________________
________________________________________________________________________________

known to me to be the person(s) described in and who executed the within and foregoing instrument, and
severally acknowledged to me that _____ executed the same.

(Seal or Stamp)

PRINT OR TYPE NAME OF NOTARY

______________________________________________
SIGNATURE

My commission expires: ____________________________

APPROVED as to substance by:

NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION

ENVIRONMENTAL TRANSPORTATION SERVICES ENGINEER

______________________________________________
SIGNATURE

________________________
DATE

DIRECTOR (TYPE OR PRINT)

______________________________________________
SIGNATURE

________________________
DATE

STATE OF NORTH DAKOTA )
COUNTY OF ________________)

On this __________ day of ____________________, 20____, before me, a notary public within and for
said county and state, personally appeared

known to me to be the Department of Transportation director for the state of North Dakota, and acknowledged
to me that he executed the within instrument for and in behalf of the state of North Dakota.

(Seal or Stamp)

PRINT OR TYPE NAME OF NOTARY

______________________________________________
SIGNATURE

My commission expires: ____________________________

CLA 17304 (Div. 19)
L.D. Approved 08-2011; 7-18
Risk Management Appendix

Leases with Private Individuals, Companies, Corporations, Etc.: (NDDOT as Landlord)

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

Tenant shall secure and keep in force during the term of this lease, from an insurance company, government self-insurance pool or government self-retention fund authorized to do business in North Dakota, the following insurance coverages:

1. **Commercial general liability** insurance – minimum limits of liability required are **$250,000 per person and $1,000,000 per occurrence**.
2. **Workers compensation** insurance meeting all statutory limits.
3. **Property insurance** insuring the full and true value of all Tenant’s real and personal property located on or in the building in which the leased premises are located for all losses.
4. The state of North Dakota, its agencies, officers and employees (State) shall be endorsed as an **additional insured** on the commercial general liability policy. The State of North Dakota shall have all the benefits, rights and coverages of an additional insured under these policies that shall not be limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of the Contractor.
5. Said endorsement shall contain a **“Waiver of Subrogation”** in favor of the state of North Dakota.
6. The policy and endorsement may not be canceled or modified without **thirty (30) days prior written notice** to the undersigned State representative.

The Tenant shall furnish a certificate of insurance evidencing the requirements in 1, 4, and 5 above to the undersigned State representative prior to commencement of this agreement.

The State reserves the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time. Any attorney who represents the State under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required by N.D.C.C. Section 54-12-08. Tenant’s insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the State. Any insurance, self-insurance or self-retention maintained by the State shall be excess of the Tenant’s insurance and shall not contribute with it. The insolvency or bankruptcy of the insured Tenant shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Tenant from meeting the retention limit under the policy.

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

Any deductible amount or other obligations under the policy(ies) shall be the sole responsibility of the Tenant.

This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated “A-” or better by A.M. Best Company, Inc. The State will be indemnified, saved and held harmless to the full extent of any coverage actually secured by the Tenant in excess of the minimum requirements set forth above.

RM Consulted 2007
Revised 11-19
BID FOR LEASE OF STATE LAND – MOUNTRAIL COUNTY
NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

See official advertisement, as published in the Mountrail County Promoter, and NDDOT’s website at www.dot.nd.gov for more information, including lease terms, conditions, bid procedures, and to obtain a bid package.

NDDOT’s Maintenance Division (NDDOT, 608 East Boulevard Avenue, Bismarck, ND 58505-0700) will conduct the bid opening by telephone conference call at 12:00PM (CST), Wednesday, December 15, 2021. Each bidder will be contacted at the phone number bidder provided on the back of the bid envelope. Bids will then be opened and announced, and the three highest bidders will be afforded the opportunity to orally raise their bid. NDDOT reserves the right to reject any or all bids, to waive technicalities, or to accept such bids as may be in the interest of the state. Award of a lease contract is subject to final approval by the Director of the North Dakota Department of Transportation. Final decision is anticipated within approximately two weeks due to the holiday season.

ONLY MAIL-IN BIDS, submitted using this official bid form, will be accepted. Altered bid forms or conditional bids will be rejected.

BIDS MUST BE PLACED in a sealed envelope, the phrase, “BID FOR STATE LAND – DO NOT OPEN – MOUNTRAIL COUNTY” prominently displayed in envelope’s lower left hand corner. Then, on the back of the bid envelope, legibly print the bidder’s name, address, and phone number bidder can be contacted at during bid opening.

MAIL THE BID to NDDOT – Maintenance Division, c/o Greg F. Doll, NDDOT, 608 East Boulevard Avenue, Bismarck, ND 58505-0700.

MAILED BIDS MUST BE POSTMARKED ON OR BEFORE FRIDAY, DECEMBER 3, 2021.

In response to the terms of this bid event, and if award is made, I, the undersigned, agree to lease the property, described in the official advertisement, for TOTAL ANNUAL RENT OF $________________. Bid security in the form of a bank cashier’s check, made payable to ‘North Dakota Department of Transportation’ for this full amount, is enclosed. (NOTE: Personal checks or cash will not be accepted and will cause bid to be rejected.)

SIGNATURE OF BIDDER: _________________________________ DATE:__________________

PLEASE PRINT

BIDDER’S NAME: __________________________________________________________

E-MAIL ADDRESS: __________________________________________________________

MAILING ADDRESS: __________________________________________________________

________________________________________________________

BIDDER’S PHONE # (include Area Code!)_____________________________________________
SAMPLE BID ENVELOPE

Front

MAINTENANCE DIVISION - GREG DOLL
NDDOT
608 EAST BOULEVARD AVENUE
BISMARCK, ND 58505-0700

-BID FOR LEASE-
-DO NOT OPEN-
-MOUNTRAIL COUNTY-

Back

BIDDER'S NAME
BIDDER'S ADDRESS
CITY - STATE - ZIP CODE
BIDDER'S PHONE #