

INVITATION TO BID

NDDOT Contract # 50201241

Bid Number: 760-06-20-050	Bid Opening Date & Time: 08/12/2020 02:00 PM
Items: Cutting Edges	Buyer: Vanessa Brosten
Bid Mailing Address: 608 East Boulevard Avenue	Telephone Number: 701-328-4466
City, State, Zip: Bismarck, North Dakota, 58505-0700	Email: vbrosten@nd.gov
Contract Period: 08/17/2020 TO 07/31/2021	Date Prepared: 07/24/2020

BID RESPONSE

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

CONTRACT

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

Vendor Name <i>Normont Equipment Co.</i>	Vendor Address <i>1157 Wite Mill Rd, Black Eagle, MT 59414</i>
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(hereinafter vendor). In consideration of and for the acceptance by the state of the offer made by the vendor pursuant to the bid response, the vendor agrees and promises to sell, furnish, and deliver to the state, at the time, places, and prices specified in the bid response, all goods, merchandise, supplies, commodities, equipment, or other items contained in the bid response and for which the vendor has been awarded this contract by the state. The vendor shall fully perform this contract in accordance with the terms and conditions contained in the bid response including all specifications, rules, or regulations mentioned therein, and shall comply with all applicable provisions of the NDAC 04-12-01 – 04-12-16 promulgated by the State Purchasing Division; such manual being made a part of this contract by reference. The Risk Management Appendix and Appendices A and E of the Title VI Assurances, attached, are hereby incorporated into and made a part of this agreement.

The following must be completed by the vendor; failure to do so may result in the rejection of the vendors bid proposal.

Vendor Name <i>Normont Equipment Co.</i>		
Mailing Address <i>1157 Wite Mill Rd. Black Eagle, MT. 59414</i>		
Telephone Number <i>406-453-4344</i>	Fax Number <i>406-761-7880</i>	E-mail Address <i>pklabo@nmeqco.com</i>

Dorena Klabo/ND. Sales Manager

Name & Title (Type or Print)

[Signature]

8/10/2020

Date

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

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

Authorized Signature <i>[Signature]</i>	Date <i>10/5/2020</i>
Recommended for approval <i>[Signature]</i>	Date <i>10-1-2020</i>
	Approximate contract amount <i>\$ unknown</i>



APPROVED as to execution this
2nd day of *October* 20 *20*
ATTORNEY GENERAL
By *[Signature]*
SPECIAL ASST. ATTORNEY GENERAL

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 – 760-06-20-050
BID OPENING DATE/TIME – August 12, 2020; 2:00 P.M. Central
N. D. DEPT. OF TRANSPORTATION
PROCUREMENT SECTION
608 E BOULEVARD AVE
BISMARCK ND 58505-0700

Sealed bids will be received for furnishing "CUTTING EDGES" as per the following instructions and specifications. To be considered, this bid form must be completed in its entirety and received by the **North Dakota Department of Transportation (NDDOT), 608 E. Boulevard Avenue, Bismarck ND 58505-0700 no later than 2:00 PM CENTRAL TIME, WEDNESDAY, AUGUST 12, 2020**, at which time and place such bids will be properly opened and read.

BIDDERS INSTRUCTIONS

1. **Additional Terms and Conditions.** Additional terms and conditions submitted with a bid response are of no effect unless accepted in writing by the Purchasing Agency. Bids with additional terms and conditions may be rejected as non-responsive. (N.D.A.C. § 4-12-11-06)
2. **Assistance to Bidders with a Disability.** Bidders with a disability and/or language assistance, contact Civil Rights Division, NDDOT, 701-328-2978 or civilrights@nd.gov or TTY 711, as soon as possible so that reasonable accommodations can be made. Additionally, the Request for Reasonable Accommodations form (SFN 60135) can be accessed at the following NDDOT website location: <http://www.dot.nd.gov/forms/sfn60135.pdf>.
3. **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. Bidders interested only in the total low bid for all items are to state 'all or nothing' on their bid response. Award will be made as follows:
 - Split award per group
4. **Award – Preference Laws.** If bid responses are received from nonresident (out-of-state) bidders, the Procurement Officer will apply reciprocal preference, if applicable, in accordance with N.D.C.C. §44-08-01. See OMB Guidelines on North Dakota Preference Laws.
5. **Award – Tie Bid Preference.** After applying any reciprocal preference, if a tie occurs between two or more bidders with equal bid prices or offerors with identical evaluation scores:
 - Preference must first be given to bids submitted by resident North Dakota vendors.
 - If a tie remains, preference is given to approved vendors on the Bidders List.
 - If a tie still remains, award shall be made in accordance with N.D.A.C. § 4-12-11-05.
6. **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.
7. **Bid Held Firm.** Bids are not awarded at the bid opening. Bid responses will be firm for 30 days, unless stated otherwise.

8. **Bid Opening.** All sealed bids received by the NDDOT Procurement Office will be opened and read at 608 East Boulevard Avenue, Bismarck, North Dakota, at the time specified in the solicitation. Interested parties are invited to attend the bid opening.
9. **Bid Summary.** Interested parties may contact the Procurement Officer to obtain a summary of all bid responses received and the award. When bids are issued using the State's electronic bidding system, the bid summary will be posted and available for download from: <https://www.nd.gov/omb/vendor>. 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. **Bidder Checklist.** HAVE YOU REMEMBERED TO:
- Review all instructions, terms and conditions, and specifications to ensure your bid response complies?
 - Prepare your price in the specified unit of measure, F.O.B. Destination, Freight Prepaid to the delivery location listed on the cover sheet?
 - Indicate whether you can meet the delivery date indicated on the cover sheet?
 - Sign your bid response on the cover sheet?
 - Initial all changes and corrections?
 - Submit any required samples or enclosures, if applicable?
 - Mark the envelope as indicated above?
 - Review and complete all requirements contained in this solicitation to ensure compliance.
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 July 31, 2020. (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. **Corrections.** The bidder's authorized representative must initial any corrections and alterations (i.e. erasures, whiteouts, correction tape, etc.) made to the bid response. Those bid responses with corrections and alterations that are not initialed are subject to confirmation by the Procurement Officer.
13. **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.
 - Commodities – all property, including equipment, supplies, materials, printing, insurance, and the lease of equipment.
 - 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.
 - N.D.A.C. – North Dakota Administrative Code, rules with the force and effect of law.
 - N.D.C.C. – North Dakota Century Code, state laws.
 - Solicitation - the process of notifying prospective bidders that the State wishes to receive bids for furnishing goods or services.
 - SPO Online – a procurement information website maintained by OMB State Procurement Office pursuant to N.D.C.C. § 54-44.4-14.
14. **Electronic & Facsimile Bids.** Sealed bids are required; therefore, bids cannot be submitted by email or fax to the Procurement Officer. Bid responses emailed or faxed may be rejected as non-responsive. Bids may be emailed or faxed to a third party who will put it in a properly-addressed envelope and deliver it to the NDDOT Procurement Office before the date and time specified in the solicitation.

15. **Upload Response Through the State Procurement Online System (SPO Online).** Bidders may electronically submit Bid Responses through the State Procurement Online system (SPO Online) by the Bid Response Closing Deadline.
 - A. This solicitation is posted on SPO Online at: <https://www.nd.gov/omb/vendor>
 - B. Click on "Bidding Opportunities." Go to "Recent Solicitations" and find this solicitation.
 - C. Use "Upload Response" to upload a maximum of five (5), clearly labeled documents before the deadline for receipt of proposals in the Bid Response closing deadline.
 - D. Offerors must upload their Technical Proposal and Cost Proposal in separate files.
 - E. The maximum file size allowed is 50mb per file.
 - F. All field entries must be alphanumeric. Dashes and underscores are allowed; however the system does not accept other special characters such as apostrophe, & symbol, quotation marks, etc.
 - G. Bidders will receive an email confirmation from infospo@nd.gov that the upload response was received including the "File Description" for the uploaded files. Review this email to ensure all files were successfully uploaded. If you do not receive an email confirmation, the upload was not successful, and you will need to upload the files again. If you do not receive an email confirmation after the reattempt, contact the Procurement Officer or the State Procurement Office at infospo@nd.gov or 701-328-2740.

Visit <https://www.nd.gov/omb/vendor/bidder-resources> for the SPO Electronic Response Job Aid which describes how to submit an electronic response.
16. **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).
17. **Indemnification.** Bidders must review the attached Risk Management Appendix for indemnification and insurance requirements. The indemnification and insurance provisions are incorporated and made part of this solicitation and the resultant final contract. Objections to any of the provisions of the indemnification and insurance requirements must be made in writing to the attention of the Procurement Officer by the time and date set for receipt of questions. No alteration of these provisions will be permitted without prior written approval from the Purchasing Agency or Entity in consultation with the North Dakota Risk Management Division. Upon receipt of the Notice of Award, the successful bidder must obtain the required insurance coverage and provide the Procurement Officer with proof of coverage prior to contract approval. The coverage must be satisfactory to the Purchasing Agency or Entity, in consultation with the North Dakota Risk Management Division. A bidder's failure to provide evidence of insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.
18. **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 bids will be rejected, regardless of the degree of lateness, unless the delay is due to the error of the Purchasing Agency and discovered before the selection of the successful bidder.
19. **Minor Informalities.** The State reserves the right to waive minor informalities in bid responses in accordance with N.D.A.C. 4-12-10. Minor informalities are insignificant omissions or nonjudgmental mistakes that are matters of form rather than substance, evident from the bid document, with a negligible effect on price, quantity, quality, delivery, or contractual conditions that can be waived or corrected without prejudice to other bidders.
20. **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.
21. **Negotiation.** NDDOT reserves the right to negotiate with the successful bidder to ensure the best possible consideration is afforded to all concerned.
22. **New Equipment and Materials.** Unless otherwise indicated in the detailed specifications of this solicitation, all equipment and materials shall be new and under current production for use in the United States.
23. **Open Records Requests.** Bid responses are exempt records until the date and time of the bid opening. After the bid opening, all bid responses are subject to North Dakota open records laws. Interested parties may contact the Procurement Officer to request information related to this solicitation.

24. **Packaging.** All shipments are to be packaged according to accepted commercial practices to avoid damage in shipment.
25. **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.
26. **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.
27. **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.

28. **Protests.** Protests of the solicitation must be received by the Procurement Officer within seven days before the bid closing deadline. Protests of the award or Notice of Intent to Award must be received by the Procurement Officer within seven days after receiving notice of award. Seven calendar days after award or issuance of the Notice of Intent to Award it will be assumed that all interested parties knew or should have known all the facts surrounding the award. Protests must be made in writing to the Procurement Officer and include the basis for the protest. (N.D.C.C. § 54-44.4-12; N.D.A.C. § 4-12-14.)
29. **Rejection.** The State reserves the right to reject any and all bid responses in whole or in part. The Procurement Officer will send a rejection notice, including the reason for rejection. Bid responses may be rejected if:
 - The bid response is not legible.
 - The bid response is not completed as requested.
 - The bid response is faxed to the procurement office.
 - The bid response is not responsive to the specifications or other requirements of the solicitation.
 - The bid response is received after the time and date specified.
 - The bidder has not met Vendor Registration requirements or is suspended or debarred.
 - The bid document has been altered by the bidder.
 - The bidder is determined to be not responsible (N.D.A.C. 4-12-11-04).

If all bids are rejected, the Procurement Officer will send written notice to bidders, including the reason all bids were rejected.

30. **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).
31. **Specifications, Brand Name or Equivalent.** Unless otherwise indicated in the detailed specifications of this solicitation, the use of a specific brand name or make/model is for illustrative purposes only, and the State will consider equivalent products. If a commodity or service put forth by a bidder is rejected as not being equivalent, the Procurement Officer will notify the bidder of the rejection.
32. **Specifications, Compliance.** All Bid Responses must comply with the stated specifications, and the successful Bidder will be held responsible. Bidders who desire to submit commodities or services that deviate from these specifications or have any objections to the stated specifications must contact the Procurement Officer by the deadline for questions or at least seven days before the Bid Response closing deadline, so the Procurement Officer can determine whether the specifications need to be amended.
33. **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.

34. **Taxes.** The State does not pay sales tax or federal excise tax. The state sales tax exemption number is E-2001. The federal tax-free transaction number is 45-70-0010K. The Purchasing Agency will furnish a tax exempt certificate upon request.
35. **Vendor Registration.** Bids will be accepted from bidders who are not currently Approved Bidders for the State of North Dakota; however, the successful bidder may be required to become approved prior to award, in accordance with N.D.C.C. 54-44.4-09. To become an Approved Bidder, you must: 1) register with the North Dakota Secretary of State (fees apply), and 2) submit a completed Bidder List Application to the ND State Procurement Office. Registration instructions and forms are available on-line at: www.nd.gov/spo/vendor. Contact the ND State Procurement Office at 701-328-2683 or infospo@nd.gov for assistance.

Placement on the bidders list does not guarantee a bidder will receive notice of every formal solicitation. Bidders must maintain current information by submitting a Notice of Change form to the State Procurement Office (Fax 701-328-1615). Visit the website for forms: www.nd.gov/spo/vendor.

36. **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.
37. **Withdrawals after the bid opening date and time.** After the bid opening, no changes may be made to the bid response. The bidder may make a written request to withdraw the bid response, subject to approval by the NDDOT Procurement Office. Vendors continually withdrawing bids after the bid opening may be removed from the Vendor Database.

GENERAL CONTRACT TERMS AND CONDITIONS

1. **Affirmative Action.** The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of individuals with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability.
2. **Applicable Law and Venue.** Any dispute arising out of this agreement will be resolved under the laws of the State of North Dakota.
3. **Billing and Payment Procedures.** Purchase orders may be issued by NDDOT Procurement Office, or individual NDDOT District locations during the contract period.

Invoices are to be submitted as indicated on the purchase orders unless otherwise instructed. Failure to submit correct invoices to the appropriate NDDOT office may delay contractor payment.

Payment will normally be made within thirty days after delivery and acceptance of commodities or services under this contract and receipt of a correct invoice. All invoice and payment inquiries must be directed to the purchasing agency.

4. **Binding Contract.** The acceptance of a bid response in writing by the purchasing agency constitutes a contract between the bidder and the State. Written acceptance from the purchasing agency may be made by execution of a contract, purchase order, or order using a state purchasing card. 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. This contract is not effective until fully executed by both parties.

5. **Compliance with Laws.** The contractor must, in performance of work under this contract, fully comply with all applicable federal, state or local laws, rules, regulations and policies, including those relating to nondiscrimination, affirmative action, accessibility and civil rights including Title VI of the Civil Rights Act of 1964. The contractor agrees to file all required reports on time, to make required payroll deductions, and to pay all taxes and premiums owed on time, including sales and use taxes and unemployment compensation and workers' compensation premiums. The contractor shall have and keep current at all times during the term of this contract all licenses and permits required by law.
6. **Contract Amendments, Unanticipated Amendment.** 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 contractor may request changes, such as substitutions of a product, by submitting a written request to the Procurement Officer. Unanticipated amendments must be within the scope of the original contract, authorized by the terms of the contract due to legitimate, unforeseen circumstances. . (N.D.A.C. ch. 4-12-13)

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

7. **Contract Price Adjustment.** The Contract Unit Prices shall be firm for the twelve (12) months of the contract period. On an annual basis, all unit prices may be subject to price adjustment (increase / decrease). The request for a price adjustment shall be submitted to the Procurement Office at least forty five (45) days before the scheduled contract expiration date and must include justification for the proposed change. The Procurement Officer will respond as follows:
 1. The request may be granted,
 2. The contract may be cancelled and solicitation may be re-advertised, or
 3. The contract may be continued without change.

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

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

8. **Contract Term and Renewal Option.** The NDDOT will enter into a contract with an effective date **beginning August 17, 2020, and ending July 31, 2021**, inclusive. This contract may be renewed upon satisfactory completion of the initial contract term. The NDDOT reserves the right to execute up to two options to renew this contract for a period of twelve (12) months each, not to exceed thirty-six (36) months total. Renewals will be documented by amendment.

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

9. **Contract Termination.**
 - a. **Termination without Cause.** This contract may be terminated by mutual consent of both parties, or by either party upon 30 days' written notice.
 - b. **Termination for Lack of Funding or Authority.** The State may terminate this contract effective upon delivery of written notice to the contractor, or on any later date stated in the notice, under any

of the following conditions:

- i. If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term. The contract may be modified by agreement of the parties in writing to accommodate a reduction in funds.
- ii. If federal or state regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
- iii. If any license or certificate required by law or regulation to be held by the contractor to provide the services required by the contract is for any reason denied, revoked or not renewed.

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

- c. **Termination for Cause.** The State by written notice to the contractor may terminate the whole or any part of this contract:
 - i. If the contractor fails to provide services required by this contract within the time specified herein or any extension thereof; or
 - ii. If the contractor fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms and after receipt of written notice from the State, fails to correct such failures within ten days or such longer period as NDDOT may authorize.
 - iii. The rights and remedies of the State provided in the above clause related to defaults by the contractor are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.
- d. **Termination, Deliveries.** If the contract is terminated for any reason, the contractor is responsible for delivery of all commodities and services ordered prior to the termination, unless those orders had been canceled by the Purchasing Agency or Entity.

10. **Inspection and Investigations.** The State reserves the right to conduct inspections and investigations related to the bidder and the offered commodities or services, including but not limited to the firm, personnel, qualifications, and the commodities and services offered to make determinations regarding compliance with the bid requirements and responsibility of the bidder. All material and workmanship are subject to inspection and testing by the State at the point of manufacturer, place of storage, or upon receipt. The State reserves the right to reject any commodities or services and terminate the contract if the Contractor fails to comply with the specifications, terms and conditions, or the seller's express or implied warranties. Rejected commodities will be removed at the Contractor's expense. Failure to satisfactorily perform may result in suspension or debarment from the Bidders List.

If commodities or services are rejected as being not compliant with the requirements of this solicitation, the State will inform the CONTRACTOR in writing. The Purchasing Agency may provide the CONTRACTOR with a reasonable opportunity to cure, whenever practicable, as set forth in writing by the Purchasing Agency.

11. **Materials and Workmanship.** All material and workmanship shall be subject to inspection and testing at the discretion of the purchasing agency either at the point of manufacturer, place of storage, or upon receipt.
12. **Receiving.** Deliveries must arrive at the designated destination(s) during normal business hours unless other shipping/receiving instructions are issued by NDDOT personnel. The contractor shall contact the NDDOT to schedule delivery dates and times at least 24 hours in advance of delivery.

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

13. **Responsibility of the Bidder.** The Procurement Officer, at any time, may make a supplementary investigation as to the responsibility of any bidder, even though the Bidder may be on the Bidders List. If a bidder is determined to be not responsible, that bid response will be rejected even if it is the lowest bid response received, and the bidder may be debarred or suspended from the bidders list. (N.D.A.C. § 4-12-11-04)

14. **Specifications:** Bidder's shall submit detailed manufacturer's specifications along with this response, and upon acceptance of the bid, shall become part of the bidder's specifications. Specifications must include: brand, composition, blade analysis, hardness rating, design, dimensions, weight, etc. Promotional literature is generally not adequate. Any discrepancies between products to be furnished on the bid and manufacturer's printed specification must be documented.
15. **Subcontracts, Assignment.** The contractor shall not subcontract, assign or transfer the contractor's interests or duties under this contract without express written consent of the purchasing agency. However, the contractor may enter into subcontracts provided that any such subcontractor acknowledges the binding nature of this contract and incorporates this contract, including any attachments. The contractor is solely responsible for the performance of any subcontractor. The contractor shall not have the authority to contract for or incur obligations on behalf of the State.
16. **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.
17. **Testing and acceptance:** Blades may be tested upon delivery to ensure compliance with specifications prior to payment. The testing procedure requires approximately sixty (60) days. Materials failing to meet specifications will be returned at the bidder's expense.
18. **Service Representative.** The contractor must provide a dedicated customer service representative to provide support for this contract. The contractor shall notify the Procurement Officer in the event the representative is changed.

NAME: Pam Klebo
 (Name of person servicing this contract)

BUSINESS NAME: Normont Equipment Co.

MAILING ADDRESS: 1157 White Mill Rd

CITY & STATE: Black Eagle, Mt ZIP CODE: 59414

PHONE NUMBER: 701-389-9019 TOLL FREE: 1-800-624-6793

FAX NUMBER: 406-761-7880 E-MAIL: PKlebo@nmeqco.com

**SECTIONAL TUNGSTEN CARBIDE INSERTED
SNOWPLOW ENCASED-IN RUBBER CUTTING EDGES, 6" HEIGHT, 5/8" HOLE-PUNCHING**

Similar or equal to JOMA brand blades AND PolarFlex brand blades

Individual steel segments encased in rubber with steel bushings positioned on 12" centers to mount to a snow plow. Each segment is inserted with tungsten carbide bits, brazed in place along the wear edge. The finished blade is approximately 7/8" thick by 6" wide by 4' long. Steel bushings are located 1.5" from the top of the blade on 12" centers. Each blade will have orientation embossed in the rubber casing. A 1/2" X 3" clamp bar is mounted on top to hold the blade to the plow. The clamp bar should weigh approximately 5 lbs per foot and have 11/16" square holes located on 12" centers to align with the bushings in the blade. If supplying a product equivalent to JOMA or POLARFLEX, literature must be provided.

Option 1: Carbide impregnation is not required on the curb-runner guard.

Detailed Specifications	Unit Price Each
JOMA 6000 ARTICULATING SYSTEM, LESS CURB-RUNNER GUARD NDDOT P/N 76006-367000	No Bid
10' System FOB ANY NDDOT District	\$
11' System FOB ANY NDDOT District	\$
12' System FOB ANY NDDOT District	\$
JOMA 6000 X 4' (39#) RUBBER EDGE – OR EQUAL NDDOT P/N 76006-367005	
FOB ANY NDDOT District	\$
JOMA 6000 X 3' RUBBER EDGE – OR EQUAL NDDOT P/N 76006-367006	
FOB ANY NDDOT District	\$
JOMA BS23901 4' BACK SUPPORT – OR EQUAL NDDOT P/N 76006-367010	
FOB ANY NDDOT District	\$
JOMA BS23902 3' BACK SUPPORT – OR EQUAL NDDOT P/N 76006-367011	
FOB ANY NDDOT District	\$
JOMA STRAP 4SEH (20#) – OR EQUAL NDDOT P/N 76006-367015	
FOB ANY NDDOT District	\$
JOMA STRAP 3SEH (15#) – OR EQUAL NDDOT P/N 76006-367016	
FOB ANY NDDOT District	\$

BIDDER _____ *PK*

Quantity	Unit	Detailed Specifications	Unit Price Each
OPTION 1 - JOMA CURB-RUNNER GUARD 663158PLH (LEFT) NDDOT P/N 76006-367020			
FOB ANY NDDOT District			\$
OPTION 2 - JOMA CURB-RUNNER GUARD 663158PRH (RIGHT) NDDOT P/N 76006-367020			
FOB ANY NDDOT District			\$

BRAND NAME: _____

MANUFACTURER: _____

INITIAL ORDER DELIVERY DAYS ARO _____

DELIVERY FOR REORDERS _____ DAYS

BIDDER PK _____

Quantity	Unit	Detailed Specifications	Unit Price Each
		X-48-W ASSEMBLY, 4' POLARFLEX FRONT MOUNT SYSTEM C/W 5/8" X 6" ADAPTER BLADES, 12' PLOW (3PER) – OR EQUAL NDDOT P/N 76006-367700	
		FOB ANY NDDOT District	\$
		5/8" X 6" POLARFLEX XWS-12 ADAPTER BLADES – OR EQUAL NDDOT P/N 76006-367500	
		FOB ANY NDDOT District	\$
		X-48-W-F, COMPLETE 4' SECTION, POLARFLEX – OR EQUAL	
		FOB ANY NDDOT District	\$
		BUX-48-W, 4' ADAPTER BLADE, POLARFLEX – OR EQUAL	
		FOB ANY NDDOT District	\$
		AUX-48, FRONT ANGLE – OR EQUAL	
		FOB ANY NDDOT District	\$
		POLARFLEX CURB GUARD 10620029 – OR EQUAL	
		FOB ANY NDDOT District	\$

BRAND NAME: _____

MANUFACTURER: _____

INITIAL ORDER DELIVERY DAYS ARO _____

DELIVERY FOR REORDERS _____ DAYS

BIDDER PK _____

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
SPECIFICATIONS FOR
THROUGH-HARDENED STEEL MOTOR GRADER CUTTING EDGES**

GENERAL SPECIFICATIONS:

1. Cutting edges must be cut in the lengths as specified herein.
2. Cutting edge ends shall be cleanly cut.
3. Cutting edges shall be uniformly through-hardened to Brinell hardness minimum of 400. Rating must be furnished with the bid.
4. Lengths, as noted on the proposal, shall not vary more than $\pm 1/8$ " specified in order to fit total moldboard length in various combinations.
5. Bidder must specify delivery dates.

GRADER CUTTING EDGES:

1. Size to be: Minimum wearing edge : "thick x 8" height x the designated length
2. Curved.
3. Painted.
4. Standard AASHTO punching.
5. If available, manufacturer's name, trademark, or identifying part number to be stamped in the non-wear area for warranty claim abilities.
6. Warranty replacement for breakage 2 for 1.

REFERENCE ATTACHMENT A DRAWING

BIDDER _____

PK



BLACK CAT
WEAR PARTS

LIMITED WARRANTY

Black Cat Wear Parts warrants its products against defects in materials and workmanship.

BCB500 Warranty

Black Cat Wear Parts through hardened parts are warranted against breakage during the usable life of the product. If any covered parts break during normal service, a new part will be supplied free of charge FOB the nearest Black Cat Wear Parts Factory.

The obligation of Black Cat Wear Parts under this warranty does not include:

1. Resulting damage and or the labor/additional parts necessary for replacement.
2. Hardware or labor for the removal or installation of such parts.
3. Parts that have been hard surfaced or welded if the part was not designed for that purpose.
4. Weld-in bucket edges which have not been installed with the recommended preheat and welding procedure.
5. Immediate, special, indirect or consequential damage resulting from breakage.
6. Any downtime or loss of revenue attributed to breakage of our product.
7. This warranty is limited to "Through Hardened" parts and does not include any products manufactured from high carbon "as rolled" steel.
8. This warranty does not cover product that is requested less than OEM thickness.



HARDNESS VALUE & COMPOSITION

Heat Treated Steels

All Black Cat Heat Treated grader and snow blades are manufactured from high alloy Boron steel and through hardened to a hardness specification of 410 to 512 Brinell (44-52 HRC). The chemical composition is as follows (in weight %):

Element	1/2" to 3/4"	1" & over
Carbon (C)	0.28 - 0.32	0.28 to 0.36
Manganese (Mn)	0.80 - 1.10	1.10 to 1.45
Sulphur (S)	0.05 maximum	0.05 maximum
Phosphorous (P)	0.04 maximum	0.04 maximum
Silicon (Si)	0.15 - 0.35	0.15 - 0.35
Boron (B)	0.0005 - 0.0080	0.0005 - 0.0080

High Carbon Steels

All Black Cat High Carbon grader and snow plow blades are manufactured with nominal as rolled hardness values of 271 to 301 Brinell (28-32 HRC).

The chemical composition is as follows (in weight %):

Element	1/2" to 3/4"
Carbon (C)	0.80 - 0.84
Manganese (Mn)	0.60 - 0.75
Sulphur (S)	0.05 maximum
Phosphorous (P)	0.04 maximum
Silicon (Si)	0.15 - 0.30

At Black Cat Wear Parts the hardness is measured in the Brinell Scale, the Rockwell value is a conversion using SAE conversion tables.

**THRU-HARDENED STEEL MOTOR GRADER EDGES
5/8" BOLT & HOLE PUNCH (unless noted otherwise)**

Detailed Specifications	Unit Price Each
5/8" x 8" Grader Through Hardened – 5FT NDDOT P/N 76006-361646	
FOB ANY NDDOT District	\$ 72.40
5/8" x 8" Grader Through Hardened – 6FT NDDOT P/N 76006-361653	
FOB ANY NDDOT District	\$ 86.48
5/8" x 8" Grader Through Hardened – 7FT NDDOT P/N 76006-361778	
FOB ANY NDDOT District	\$ 100.58
5/8" x 8" Grader Through Hardened – 8FT NDDOT P/N 76006-361786	
FOB ANY NDDOT District	\$ 114.64
1/2" x 8" Grader Through Hardened - 6FT-6FT 11" NDDOT P/N 76006-361661	
FOB ANY NDDOT District	\$ 61.43
1/2" x 8" Grader Through Hardened - 7FT-7FT 11" NDDOT P/N 76006-361752	
FOB ANY NDDOT District	\$ 71.34
1/2" x 8" Grader Through Hardened - 8FT-8FT 11" NDDOT P/N 76006-361794	
FOB ANY NDDOT District	\$ 81.24

BRAND NAME: Black Cat Wear Parts

MANUFACTURER: Black Cat

INITIAL ORDER DELIVERY DAYS ARO 9-12 wkk (63-84 days)

DELIVERY FOR REORDERS _____

BIDDER pk

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
SPECIFICATIONS FOR
PREMIUM SECTIONAL TUNGSTEN CARBIDE-TIPPED CUTTING EDGES
SNOWPLOW AND UNDERBODY SCRAPER

Similar or equal to Kueper Premium Carbide Insert Snowplow Blade

BLADE

1. The blades shall be SAE1045 steel.
2. The blades shall be fabricated in various sections to provide the lengths indicated on the bid sheet, and shall be manufactured in accordance with the dimensions detailed in ATTACHMENT B.
3. Hole-punching shall be $1\frac{1}{16}$ " square, countersunk to receive $\frac{5}{8}$ " diameter plow bolts. The hole spacing shall be as per AASHTO standards.
4. The finished blade sections shall be given one coat of rust resistant lacquer.
5. The finished blade sections shall be free of warpage, with the longitudinal deviation not to exceed $\frac{1}{8}$ " in a four-foot section.
6. The complete cutting edge shall consist of a combination of sections, with the two end sections interchangeable.

TUNGSTEN CARBIDE INSERTS

1. The inserts shall be high grade tungsten carbide with 10-12 percent cobalt content. The tungsten carbide shall be new. No reclaimed tungsten carbide will be allowed.
2. The density shall be in the range of 14.1 to 14.6.
3. The hardness shall be in the range of 88 minimum to 93 maximum Rockwell A scale.
4. The transverse rupture strength of the carbide shall be 350,000 psi minimum.
5. The sections shall essentially have 1" of tungsten per each 1" of section. A carbide analysis certification shall be submitted with each bid.
6. Dimensions of insert shall be 0.69" height, 0.30" width, and 1" nominal length.

BRAZING

1. Brazing is required on all contact surfaces.
2. The braze material shall have a shear strength of 30,000 psi.

SPECIFIC REQUIREMENTS

1. If supplying a product equivalent to Kueper Premium Carbide Insert Snowplow Blades, **literature must be provided.**
2. The supplier shall provide written certification that states the cutting edges shipped meet all the requirement contained in the specification.
3. Materials and assembly shall be guaranteed with replacement against breakage and brazing failure, as well as satisfactory performance under normal cold weather snow and ice removal operations.

BIDDER _____

PK

Detailed Specifications	Unit Price Each
Premium Sectional Tungsten Carbide Tipped Cutting Edges Snowplow and Underbody Scraper – 3FT NDDOT P/N 76006-366505	
FOB ANY NDDOT District	\$
Premium Sectional Tungsten Carbide Tipped Cutting Edges Snowplow and Underbody Scraper – 4FT NDDOT P/N 76006-366510	
FOB ANY NDDOT District	\$ <i>No Bid</i>

BRAND NAME: _____

MANUFACTURER: _____

INITIAL ORDER DELIVERY DAYS ARO _____

DELIVERY FOR REORDERS _____ DAYS

BIDDER PK

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
SPECIFICATIONS FOR
SECTIONAL TUNGSTEN CARBIDE-TIPPED CUTTING EDGES
SNOWPLOW, MOTOR GRADER, AND UNDERBODY SCRAPER

BLADE:

1. The blades shall be SAE 1020-1045 steel.
2. The blades shall be fabricated in various sized sections to provide the lengths indicated on the bid sheet, and shall be manufactured in accordance with the dimensions detailed in ATTACHMENT B.
3. Hole-punching shall be $1\frac{1}{16}$ " square, countersunk to receive $\frac{5}{8}$ " diameter plow bolts or $1\frac{3}{16}$ " square, countersunk to receive $\frac{3}{4}$ " diameter plow bolts. The hole spacing shall be as per AASHTO standards.
4. The finished blade section shall be given one coat of rust resistant lacquer.
5. The finished blade sections shall be free of warpage, with the longitudinal deviation not to exceed $\frac{1}{8}$ " in a four-foot section.
6. The complete cutting edge shall consist of a combination of sections, with the two end sections interchangeable.

TUNGSTEN CARBIDE INSERTS:

1. The inserts shall be a high W.C. grade of tungsten carbide with 11 to 13 percent cobalt content. The tungsten carbide shall be new; no reclaimed tungsten carbide may be used.
2. The density shall be in the range of 14.1 to 14.6.
3. The hardness shall be in the range of 87.5 minimum to 89.0 maximum Rockwell "A" scale.
4. The transverse rupture strength of the carbide shall be 350,000 psi minimum.
5. The insert shall be 1" nominal length.
6. The sections shall essentially have 1" of tungsten per each 1" of section. A carbide grade analysis certification shall be submitted with each bid.
7. Carbide inserts shall extend a minimum of .010" and a maximum of .040" beyond the leading edge of the blade.
8. Carbide inserts shall be 25-degree trap and $\frac{3}{4}$ " height.
9. The supplier shall furnish the Central Office with a certified test result of Rockwell Hardness, Transverse Rupture Strength, Density, and Cobalt Content for each cemented carbide lot or batch, used in fabricating the cutting edges. Each test sample shall meet the specified physical requirements.

BRAZING:

1. The braze material strength shall have a minimum tensile strength of 30,000 psi.
2. The braze (weld) shear stress in tension to the tungsten carbide insert and the blade base material shall have a minimum shear strength of 25,000 psi.
3. The inserts shall be brazed on all sides consistent with sound brazing practice, with no evidence of voids, pin holes, or use of shims.
4. A loss of 6" or more of tungsten carbide inserts per cutting edge during normal usage shall be considered brazing failure.

BIDDER _____

PK

ITB 760-06-20-050, Cutting Edges
Page 16 of 29

SPECIFIC REQUIREMENTS

1. The supplier shall also provide written certification that states the cutting edges shipped meet all the requirements contained in the specification.
2. Materials and assembly shall be guaranteed with replacement against breakage and brazing failure, as well as satisfactory performance under normal cold weather snow and ice removal operations.

REFERENCE ATTACHMENT B DRAWING

BIDDER _____

PK

**SECTIONAL TUNGSTEN CARBIDE TIPPED SNOWPLOW CUTTING EDGES
5" HEIGHT, 5/8" BOLT & HOLE PUNCHING**

Please provide a delivered price for every line.

BRAND NAME: <i>Black Cat Wear Parts</i>		
MANUFACTURER: <i>Black Cat</i>		
District	Length NDDOT Part Number	Price Per Lineal Foot
Bismarck, ND 58504	3FT 76006-365597	\$ <i>57.95</i>
	4FT 76006-365662	\$ <i>57.95</i>
Valley City, ND 58072	3FT 76006-365597	\$ <i>57.95</i>
	4FT 76006-365662	\$ <i>57.95</i>
Devils Lake, ND 58301	3FT 76006-365597	\$ <i>57.95</i>
	4FT 76006-365662	\$ <i>57.95</i>
Minot, ND 58701	3FT 76006-365597	\$ <i>57.95</i>
	4FT 76006-365662	\$ <i>57.95</i>
Dickinson, ND 58601	3FT 76006-365597	\$ <i>57.95</i>
	4FT 76006-365662	\$ <i>57.95</i>
Grand Forks, ND 58208	3FT 76006-365597	\$ <i>57.95</i>
	4FT 76006-365662	\$ <i>57.95</i>
Williston, ND 58802	3FT 76006-365597	\$ <i>57.95</i>
	4FT 76006-365662	\$ <i>57.95</i>
Fargo, ND 58103	3FT 76006-365597	\$ <i>57.95</i>
	4FT 76006-365662	\$ <i>57.95</i>
Delivery Days After Receipt of Order: <u><i>9-12 wks</i></u> Days (<i>63-84 days</i>)		
Minimum order quantity: _____ LF		

PK

SECTIONAL TUNGSTEN CARBIDE TIPPED UNDERBODY SCRAPER CUTTING EDGES

Please provide a delivered price for every line.

BRAND NAME:		
MANUFACTURER:		
5" HEIGHT, 5/8" HOLE-PUNCHING		
District	Length NDDOT Part Number	Price Per Lineal Foot
Bismarck, ND 58504	3FT 76006-366009	\$ 59.22
	4FT 76006-366108	\$ 59.22
Valley City, ND 58072	3FT 76006-366009	\$ 59.22
	4FT 76006-366108	\$ 59.22
	5FT 76006-366157	\$ 59.22
Devils Lake, ND 58301	3FT 76006-366009	\$ 59.22
	4FT 76006-366108	\$ 59.22
	5FT 76006-366157	\$ 59.22
Minot, ND 58701	3FT 76006-366009	\$ 59.22
	4FT 76006-366108	\$ 59.22
Dickinson, ND 58601	3FT 76006-366009	\$ 59.22
	4FT 76006-366108	\$ 59.22
	5FT 76006-366157	\$ 59.22
Grand Forks, ND 58208	3FT 76006-366009	\$ 59.22
	4FT 76006-366108	\$ 59.22
Williston, ND 58802	3FT 76006-366009	\$ 59.22
	4FT 76006-366108	\$ 59.22
Fargo, ND 58103	3FT 76006-366009	\$ 59.22
	4FT 76006-366108	\$ 59.22
	5FT 76006-366157	\$ 59.22
5" HEIGHT, 3/4" HOLE-PUNCHING		
Grand Forks, ND 58208	3FT 76006-366009	\$ 59.22
	4FT 76006-366108	\$ 59.22
Delivery Days After Receipt of Order: <u>9-12 weeks</u> Days (<u>63-84 days</u>)		
Minimum order quantity: _____ LF		

BIDDER _____

PK

SECTIONAL TUNGSTEN CARBIDE TIPPED MOTOR GRADER CUTTING EDGES

Please provide a delivered price for every line.

BRAND NAME: <i>Black Cat wheel parts</i>		
MANUFACTURER: <i>Black Cat</i>		
8" HEIGHT, 5/8" HOLE-PUNCHING		
District	Length NDDOT Part Number	Price Per Lineal Foot
Bismarck, ND 58504	3FT 76006-361604	\$ <i>65.77</i>
	4FT 76006-361638	\$ <i>65.77</i>
Valley City, ND 58072	3FT 76006-361604	\$ <i>65.77</i>
	4FT 76006-361638	\$ <i>65.77</i>
Devils Lake, ND 58301	3FT 76006-361604	\$ <i>65.77</i>
	4FT 76006-361638	\$ <i>65.77</i>
Minot, ND 58701	3FT 76006-361604	\$ <i>65.77</i>
	4FT 76006-361638	\$ <i>65.77</i>
Dickinson, ND 58601	3FT 76006-361604	\$ <i>65.77</i>
	4FT 76006-361638	\$ <i>65.77</i>
Williston, ND 58802	3FT 76006-361604	\$ <i>65.77</i>
	4FT 76006-361638	\$ <i>65.77</i>
Fargo, ND 58103	3FT 76006-361604	\$ <i>65.77</i>
	4FT 76006-361638	\$ <i>65.77</i>
8" HEIGHT, 3/4" HOLE-PUNCHING		
Grand Forks, ND 58208	3FT 76006-361604	\$ <i>65.77</i>
	4FT 76006-361638	\$ <i>65.77</i>
Delivery Days After Receipt of Order: <i>9-12 week</i> Days (<i>63-84 days</i>)		
Minimum order quantity: _____ LF		

BIDDER _____

PK

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
SPECIFICATIONS FOR
THRU-HARDENED STEEL VEE-SNOWPLOW EDGE**

GENERAL SPECIFICATIONS:

1. Cutting edges must be cut in the lengths as specified herein.
2. Cutting edge ends shall be square and cleanly cut.
3. Cutting edges shall be uniformly through hardened to Brinell hardness minimum of 400. Rating must be furnished with the bid. Rating must be furnished with the bid.
4. Lengths, as noted on the proposal, shall not vary more than $\pm 1/8$ " specified in order to fit total moldboard length in various combinations.
5. Bidder must specify delivery dates.
6. Materials and assembly shall be guaranteed with replacement against breakage, as well as satisfactory performance under normal cold weather snow and ice removal operations.

VEE-SNOWPLOW CUTTING EDGES:

1. Sizes and length as designated.
2. Flat.
3. Unpolished.

Brand Name:		
Manufacturer:		
8" HEIGHT X 1/2" THICK		
LENGTH DOT PART NUMBER	ORDER PRICE LINEAL FOOT	DELIVERY DAYS AFTER RECEIPT OF ORDER _____ Minimum order quantity for this price = _____ LF
5FT 76006-368005	\$	
6FT 76006-368104	\$	
7FT 76006-368153	\$	

BIDDER PK

**KUEPER BRAND CUTTING EDGES
TUCA SX - TUNGSTEN CARBIDE/STEEL VULCANIZED IN RUBBER CUTTING EDGES
(Or Equal)
5/8" HOLE PUNCHING – ALL DISTRICTS**

General Specifications:

- Materials and assembly shall be guaranteed with replacement against breakage, as well as satisfactory performance under normal cold weather snow and ice removal operations.

TUCA SX SNOW PLOW CUTTING EDGES			
Please provide a delivered price for every line.			
Delivery Location	Cutting Edge Length Each	NDDOT P/N KUEPER P/N	Price Each FOB Destination
Bismarck, ND 58504	3 FT	76006-369155 34855836X	\$ <i>No Bid</i>
	4 FT	76006-369177 34855936X	\$
Valley City, ND 58072	3 FT	76006-369155 34855836X	\$
	4 FT	76006-369177 34855936X	\$
Devils Lake, ND 58301	3 FT	76006-369155 34855836X	\$
	4 FT	76006-369177 34855936X	\$
Minot, ND 58701	3 FT	76006-369155 34855836X	\$
	4 FT	76006-369177 34855936X	\$
Dickinson, ND 58601	3 FT	76006-369155 34855836X	\$
	4 FT	76006-369177 34855936X	\$
Williston, ND 58802	3 FT	76006-369155 34855836X	\$
	4 FT	76006-369177 34855936X	\$
Grand Forks, ND 58208	3 FT	76006-369155 34855836X	\$
	4 FT	76006-369177 34855936X	\$
Fargo, ND 58103	3 FT	76006-369155 34855836X	\$
	4 FT	76006-369177 34855936X	\$
<p>TUCA Snowplow "Each" is the cut-to-length edge price for each location and includes freight.</p> <p>Delivery Days After Receipt of Order: _____ Days</p> <p>Minimum order quantity: _____ LF</p>			

BIDDER _____

PK

TUCA SX UNDERBODY SCRAPER

DISTRICT	DESCRIPTION	ORDER PRICE LINEAL FOOT
Bismarck, ND 58504	3 Ft, Kueper TUCA SX UB 3485583TX	\$
	4 Ft, Kueper TUCA SX UB 3485593TX	\$
	5 Ft, Kueper TUCA SX UB 3485603TX	\$
	6 Ft, Kueper TUCA SX UB 3485653TX	\$
Valley City, ND 58072	3 Ft, Kueper TUCA SX UB 3485583TX	\$
	4 Ft, Kueper TUCA SX UB 3485593TX	\$
	5 Ft, Kueper TUCA SX UB 3485603TX	\$
	6 Ft, Kueper TUCA SX UB 3485653TX	\$
Devils Lake, ND 58301	3 Ft, Kueper TUCA SX UB 3485583TX	\$
	4 Ft, Kueper TUCA SX UB 3485593TX	\$
	5 Ft, Kueper TUCA SX UB 3485603TX	\$
	6 Ft, Kueper TUCA SX UB 3485653TX	\$
Minot, ND 58701	3 Ft, Kueper TUCA SX UB 3485583TX	\$
	4 Ft, Kueper TUCA SX UB 3485593TX	\$
	5 Ft, Kueper TUCA SX UB 3485603TX	\$
	6 Ft, Kueper TUCA SX UB 3485653TX	\$
Dickinson, ND 58601	3 Ft, Kueper TUCA SX UB 3485583TX	\$
	4 Ft, Kueper TUCA SX UB 3485593TX	\$
	5 Ft, Kueper TUCA SX UB 3485603TX	\$
	6 Ft, Kueper TUCA SX UB 3485653TX	\$
Grand Forks, ND 58208	3 Ft, Kueper TUCA SX UB 3485583TX	\$
	4 Ft, Kueper TUCA SX UB 3485593TX	\$
	5 Ft, Kueper TUCA SX UB 3485603TX	\$
	6 Ft, Kueper TUCA SX UB 3485653TX	\$
Williston, ND 58802	3 Ft, Kueper TUCA SX UB 3485583TX	\$
	4 Ft, Kueper TUCA SX UB 3485593TX	\$
	5 Ft, Kueper TUCA SX UB 3485603TX	\$
	6 Ft, Kueper TUCA SX UB 3485653TX	\$
Fargo, ND 58103	3 Ft, Kueper TUCA SX UB 3485583TX	\$
	4 Ft, Kueper TUCA SX UB 3485593TX	\$
	5 Ft, Kueper TUCA SX UB 3485603TX	\$
	6 Ft, Kueper TUCA SX UB 3485653TX	\$

No Bid

DELIVERY DAYS AFTER RECEIPT OF ORDER _____

Minimum order quantity for this price per part number = _____ LF

BIDDER _____ *PK*

SNOWPLOW BLADE ISOLATED CARBIDE EDGE CUTTING BLADES (I.C.E.)

BLADE

1. The blade shall be fabricated using flat hot-rolled finished steel to meet or exceed specifications for A36 or 1040 type steels.
2. Punching shall be 11/16" square holes with countersink to receive 5/8" diameter plow bolts. Location and spacing of the holes shall be as specified by the user. For Standard Highway Punch style spacing refer to Attachment B.
3. Center of bolt holes shall be in line within 1/32" of established horizontal centerline and 1/16" of established vertical centerline.

TUNGSTEN CARBIDE INSERTS

1. The inserts shall be a high shock WC grade of tungsten carbide with (10.5 to 12.5) percent cobalt content.
 - a. Density: 13.9 Minimum to 14.6 Maximum
 - b. Hardness: 86.8 Minimum to 89.2 Maximum Rockwell. "A" Scale or Equivalent based on appropriate coercive force correlation.
 - c. The Maximum Allowable Porosity: (Based on testing in accordance with ASTM designation B276-79) shall be:
 - A08
 - B04
 - C00
2. The carbide insert manufacturer to furnish certification to the State Highway Department that the inserts meet the specifications as set forth in 2.1.
3. The inserts shall be a cylindrical design with a dome-shaped end of the following dimensions:
 - a. Height: .753" +/- .007 (long side)
 - b. Diameter: .523" +/- .004
 - c. Bottom Angle: 25 degrees with a nose radius of 1/16" minimum
4. A metallurgical evaluation of the carbide insert shall show no evidence of cross grade contamination. Evaluation to be based on a photomicrograph of a polished and etched specimen at 500x magnification.

BRAZING

1. The brazing material shall be a high strength alloy type.
2. The tungsten carbide inserts shall be positioned in holes drilled in the center of the thickness of the blade and shall be spaced 0.75" center to center along the entire length of each cutting edge section.
3. The inserts shall be brazed on all sides consistent with sound brazing practice with no evidence of voids in the braze joint.

SPECIFIC REQUIREMENTS

1. The finished blade section shall be free of warpage and longitudinal deviation not to exceed 1/8" in a four-foot blade section.
2. Each blade section shall be identified with manufacturer's identification stamp into the metal or on a label in a non-wear area of the blade.
3. Materials and assembly shall be guaranteed with replacement against breakage and brazing failure, as well as satisfactory performance under normal cold weather snow and ice removal operations.

BIDDER _____

PK



Blade Material:

Square Edge Flat or Curved Hot Rolled Steel - SAE1026, 1045, 15B30, BCE400Mn

Material specifications vary based on application and material availability.

Note: The steel is not a material factor in the wear life of this product.

Tungsten Carbide Insert Properties:

Grade YG11C-N (100% Pure Virgin Tungsten Carbide)

Tungsten Carbide	84 - 89% by Physical Weight
Cobalt Binder	11% by Physical Weight
Intermetallic Compound	0 - 5% by Physical Weight
Density Range	12.95 - 14.60 Grams/Cubic Centimeter
Hardness Range	87.5 - 88.8 HRA
Transverse Rupture Strength	351,000 - 428,000 psi.
Porosity Range in ASTM Standards	A= 04 B=00 C=00
Average Carbide Particle Size	2.4 µm (microns)

Braze Composition & Properties:

Standard Nickel/Silver Braze
Copper 48 - 50 %
Nickel 9 - 11%
Zinc 38 - 42 %
Silicon 0.025 - 0.04 %
Phosphorous 0.25%
Lead 0.05%
Brazing Temperature 1650 °F
Tensile Strength - 70,000 psi.

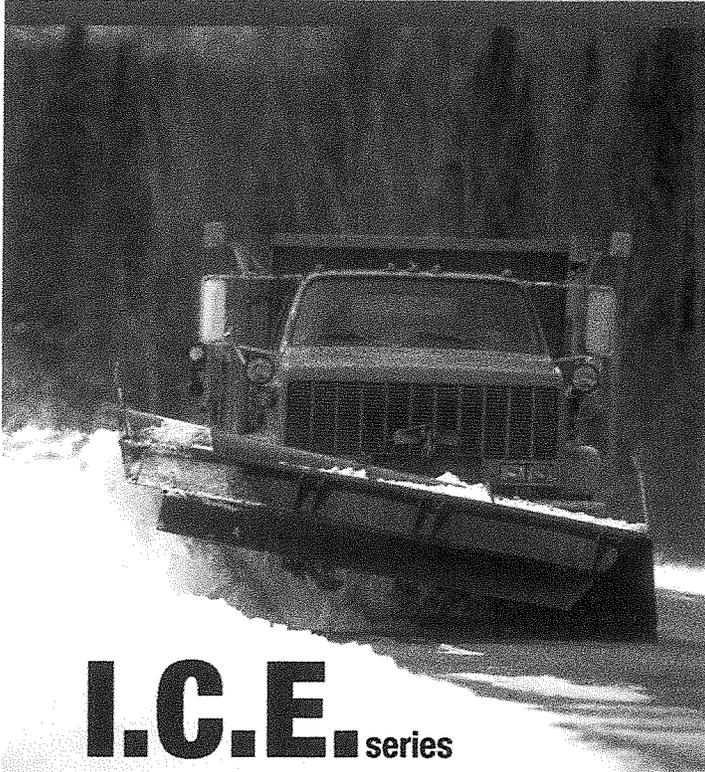
This product is warranted against defects in material and workmanship.

**SECTIONAL TUNGSTEN CARBIDE INSERTED
SNOWPLOW CUTTING EDGES, 5" HEIGHT, 5/8" HOLE-PUNCHING
Kennametal Isolated Carbide-Edge (I.C.E. Series)**

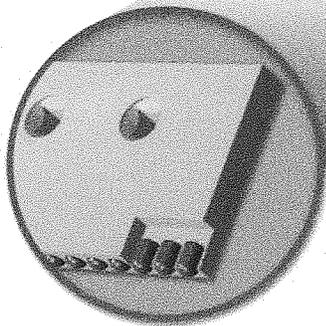
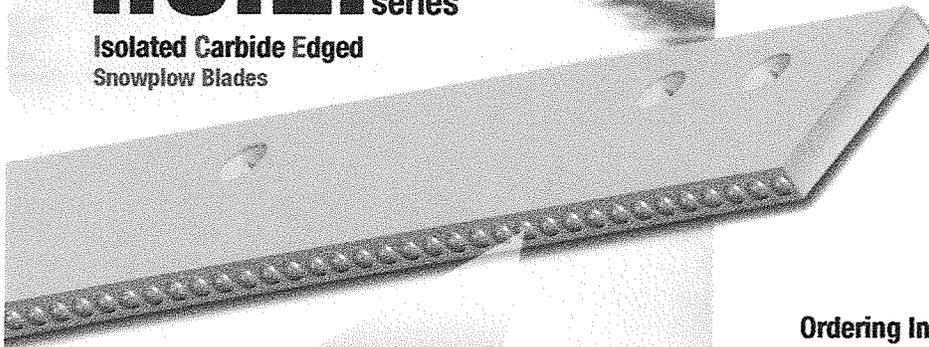
Brand Name: <u>Kennametal</u>	
Manufacturer: <u>Kennametal</u>	
Description	PRICE PER LINEAL FOOT
<p align="center">3FT SNOWPLOW CUTTING EDGE and 3FT UNDERBODY SCRAPER CUTTING EDGES</p> <p><u>Square Top Edge</u> (Kennametal catalog number PB 536, material number <u>1553693</u>)</p> <p><u>Beveled Top Edge</u> (Kennametal material number <u>2035932</u>)</p> <p align="center">NDDOT 76006-653693</p>	<p align="center">\$ <u>1553693</u> - \$ 89.50/ft</p> <p align="center">\$ <u>2035932</u> - \$ 89.00/ft</p>
<p align="center">4FT SNOWPLOW CUTTING EDGE and 4FT UNDERBODY SCRAPER CUTTING EDGES</p> <p><u>Square Top Edge</u> (Kennametal catalog number PB 548, material number 1553694)</p> <p><u>Beveled Top Edge</u> (Kennametal material number 2035931)</p> <p align="center">NDDOT 76006-654894</p>	<p align="center">\$ <u>1553694</u> - \$ 89.75/ft</p> <p align="center">\$ <u>2035931</u> - \$ 89.25/ft</p>
Delivery Days After Receipt of Order: 14-18 18-22 <u>(28-42 days)</u>	
Minimum Order Quantity for price indicated: _____ LF	

QTY.	ITEM	UNIT PRICE
	KENNAMETAL I.C.E. CURB GUARD (Kennametal part number 2040087)	
	BRAND <u>Kennametal</u>	PART NO. (L) <u>2040087</u> \$ <u>178.50</u>
	<u>2040087</u>	PART NO. (R) <u>2040087</u> \$ <u>178.50</u>
Delivery Days After Receipt of Order: 14-18 Days <u>(28-42)</u>		Price Each (L): \$ <u>178.50</u>
Minimum order quantity for this price = _____ EA		Price Each (R): \$ <u>178.50</u>

BIDDER PK



I.C.E. series
Isolated Carbide Edged
Snowplow Blades



Introducing

Kennametal I.C.E.-Series™ Isolated Carbide-Edged Blades...

...engineered specifically to last exceptionally long in even the most challenging road conditions!

- especially effective in applications involving imbedded lane markers and rumble strips — greatly reducing blade breakage!
- ideal for high-speed plowing over roads with excessive joints and cracks — uneven surfaces, too!
- ultra-durable, dome-shaped carbide inserts are securely mounted and strategically isolated from one another to provide optimum fracture resistance throughout the entire blade length!
- available in 3' and 4' (7/8"-thick; 5"-high) sections that can be easily installed and rotated on the plow for balanced wear throughout a season!
- patented design!

Ordering Information – I.C.E. Blades

Blade Length (inch)	Catalog Number	Material Number	Blade Dimensions (inch)	Bolt Hole Distance from Top	Hole Spacing (inch)	Weight (lbs.)
Square Top Edge for Snowplows						
X 36"	PB-536	1553693	7/8 x 5 x 36	1-1/2	3-3-12-12-3-3	45
X 48"	PB-548	1553694	7/8 x 5 x 48	1-1/2	3-3-12-12-12-3-3	62
Top Edge Beveled for Graders						
X 36"	PB-636	2035932	7/8 x 5 x 36	1-1/2	3-3-12-12-3-3	45
X 48"	PB-648	2035931	7/8 x 5 x 48	1-1/2	3-3-12-12-12-3-3	62
60"	PB-660	3384812	7/8 x 5 x 60	1-1/2	3-3-12-12-12-12-3-3	72

Lasts up to three times longer than standard carbide-edged styles in impact conditions!

Rounded-tip carbide inserts deliver exceptional penetration performance in even the hardest-packed snow!

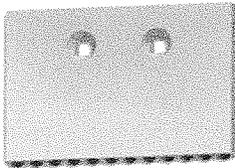
Snow Removal & Road Maintenance

Presenting

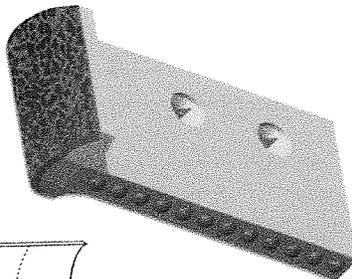
Kennametal I.C.E.-Series Center and End Blade Savers... featuring genuine Kennametal tungsten carbide at the point of impact — for ultimate wear resistance and moldboard protection!

- position at the highest wear areas of your moldboard — to ensure substantially improved blade performance and a straight edge, in even the hardest-packed ice and snow!
- simply mount over your blades — and use the same bolt holes... on either side of the moldboard!
- vastly superior to competitive chrome-carbide hardfaced or hardened-steel offerings!
- eliminates need for moldboard shoes!
- dome-shaped (thus no sharp corners to chip), individually spaced carbide inserts deliver maximum breakage defense!
- end model incorporates KenCast™ tungsten carbide material to safeguard the blade end from curb contact — saving you on replacement inventory and labor...no matter what the cast angle of your plow!
- available in a wide array of sizes and bolt patterns to fit virtually all plow and blade designs!

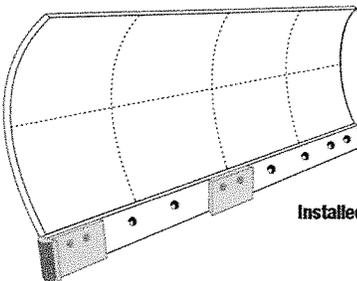
Drastically reduce downtime by extending blade life!



I.C.E. Center Blade Saver



I.C.E. End Blade Saver



Installed Blade Savers

Ordering Information – I.C.E. Blade Savers

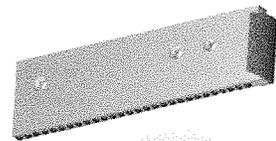
Kennametal Part Number	Blade Height (inch)	Hole Spacing (inch)	Gauge Line (inch)	Length (inch)	Bolt Size (inch)
End Blade Savers 2-Bolt Styles					
2040087	5"	3-3	1.5"	10.5"	5/8"
2040088	5"	3-3	1.5"	10.5"	3/4"
2040089	6"	3-3	1.5"	10.5"	5/8"
2040090	6"	3-3	1.5"	10.5"	3/4"
2040091	6"	3-3	2"	10.5"	5/8"
2040092	6"	3-3	2"	10.5"	3/4"
2040123	8"	3-3	1.5"	10.5"	5/8"
2040124	8"	3-3	1.5"	10.5"	3/4"
2040125	8"	3-3	2"	10.5"	5/8"
2402490	6"	2-8-2	2"	14.5"	5/8"
End Blade Savers 3-Bolt Styles					
2402494	6"	3-3-12-2.25	2"	22.5"	5/8"
2402495	6"	3-3-12-2.25	1.5"	22.5"	5/8"
2402485	6"	3-3-12-2.25	1.5"	22.5"	3/4"
2402489	6"	3-3-12-2.25	2"	22.5"	3/4"
2457130	8"	3-3-12-2.25	1.5"	22.5"	5/8"
3556530	5"	3-3-12-2.25	1.5"	22.5"	5/8"
Center Blade Savers					
2038043	6"	3-3-9-3-3	1.5"	21"	5/8"
2040884	6"	3-3-9-3-3	2"	21"	5/8"
2035512	6"	3-3-12-3-3	1.5"	24"	5/8"
2037952	6"	3-3-12-3-3	2"	24"	5/8"
2037951	5"	3-3-12-3-3	1.5"	24"	5/8"
2038044	6"	3-3-3	1.5"	9"	5/8"
2038045	8"	3-3-3	1.5"	9"	5/8"
2038046	6"	3-12-3	1.5"	18"	5/8"
2042998	8"	3-3-12-3-3	1.5"	24"	5/8"

End blade saver bolt holes countersunk on both sides of blade to facilitate use as a left-hand or right-hand part.

Blade is 1" thick on all blade savers.

To choose the optimum blade saver for your application, simply match blade height, hole spacing, hole size, and gauge to the cutting edge you need to protect. Blade savers are available in various lengths to enable you to safeguard any size area on your main cutting-edge assembly.

Custom hole-spacing available.



Now available in a 3 bolt-hole design for more secure fastening

Features I.C.E. style inserts to resist breakage



SPECIFICATIONS FOR STANDARD CURB GUARD

GENERAL SPECIFICATIONS:

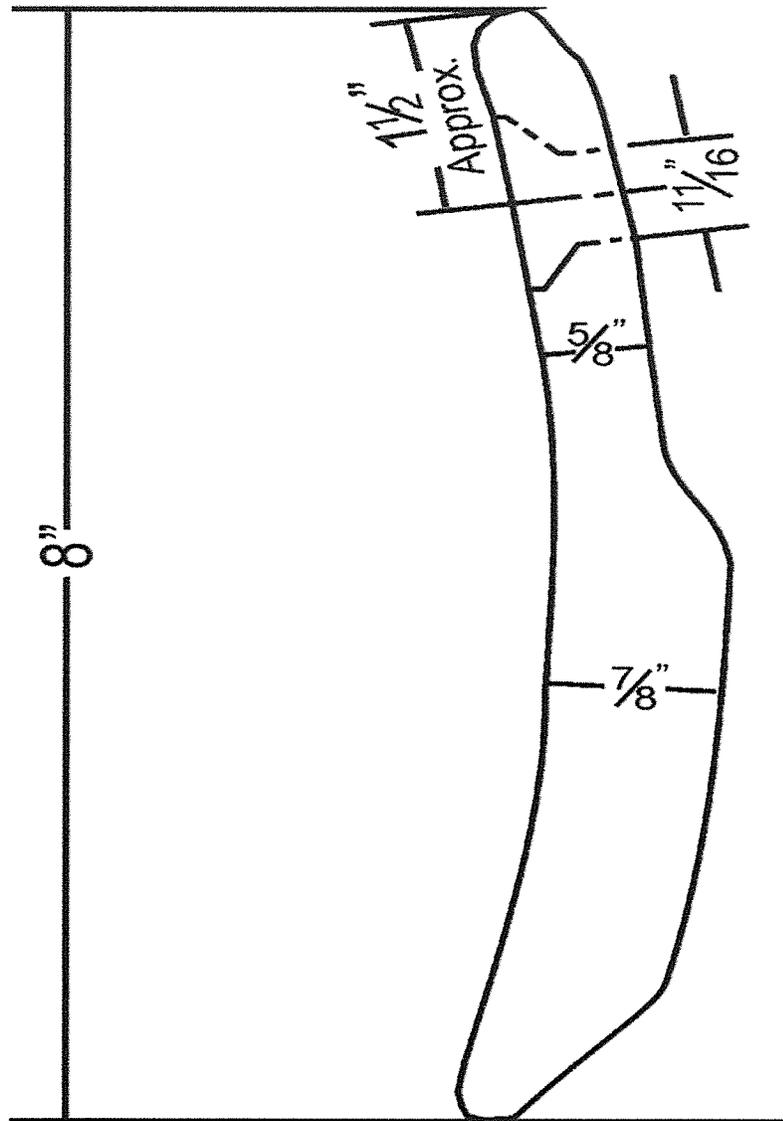
1. The Curb Guards shall be SAE 1020-1045 steel.
2. Hole-punching shall be 11/16" square, countersunk to receive 5/8" diameter plow bolts or 13/16" square, countersunk to receive 3/4" diameter plow bolts. The hole spacing shall be as per AASHTO.
3. The finished Curb Guard shall be given one coat of rust resistant lacquer.
4. Must protect moldboard ends from impact.
5. Must list Curb Guard for the left and right side of plow.
6. Must be carbide reinforced.
7. Must provide literature on your Curb Guard.

STANDARD CURB GUARD	
BRAND _____ PART NO. (L) _____	
PART NO (R) _____	
Delivery Days After Receipt of Order: _____ Days	Price Each (L): \$ _____
Minimum order quantity for this price = _____ EA	Price Each (R): \$ _____

BIDDER PK

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

Surface Harden Cutting Edges

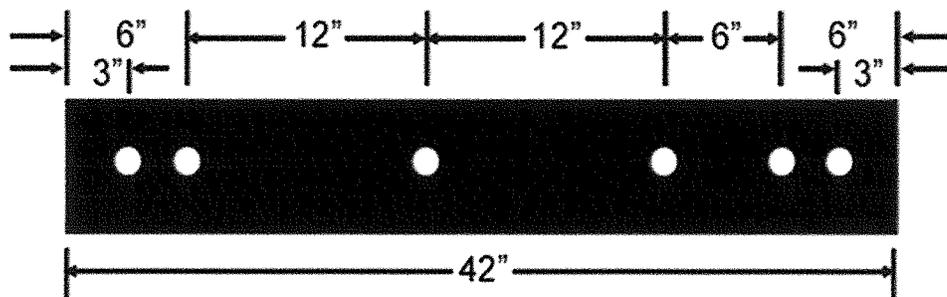
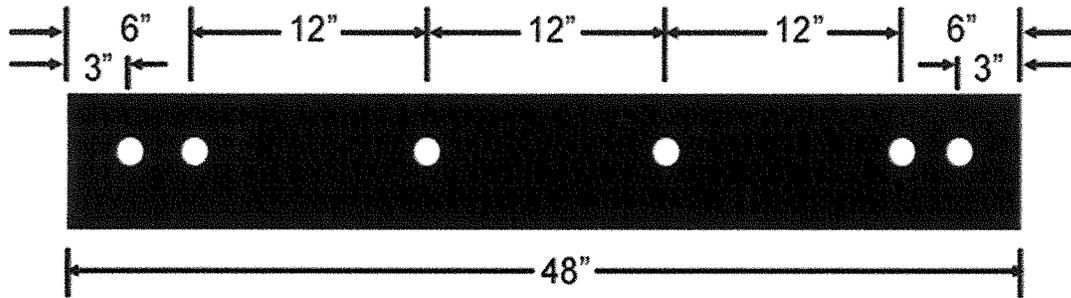
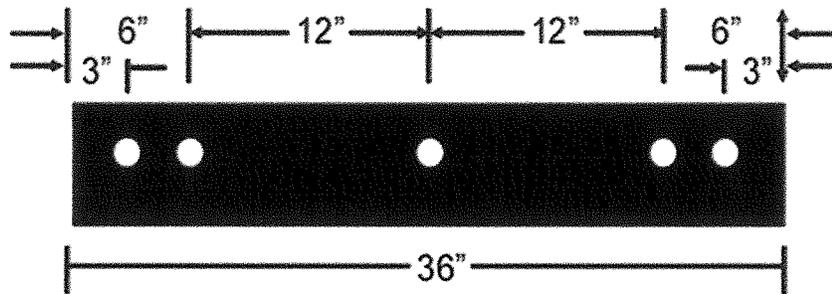


MOTOR GRADER

BIDDER _____ *PK*

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

PUNCHING SPACE SNOWPLOW CUTTING EDGES



BIDDER PK

Amendment No. 1

To: ALL INTERESTED SUPPLIERS
From: North Dakota Department of Transportation
Date: August 5, 2020
Re: Amendment to ITB 760-06-20-050, Cutting Edges

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

Question 1:

Can you please provide blade thickness for the sectional tungsten carbide blades?

Answer 1:

The minimum blade thickness should be 7/8".
The bid is hereby amended.

Question 2:

Can you provide information on estimated quantities of each item ordered by each shop?

Answer 2:

Total quantities for each district shop have not been broken down. Amendment, Page 3 of 3 lists total units purchased by the agency from 08/01/2019 – 07/31/2020.
The bid is hereby amended.

Question 3:

We would like to be able to submit bids for Lake Effect and Ice O Force HD, as well as the Joma and carbide blades listed in the bid. Would it be possible to bid these as alternatives or to have them added by addendum?

Answer 3:

NDDOT is not ready to add new items to the bid at this time. Bidders may offer alternatives and must include product literature with the bid. NDDOT would assess the literature to determine equivalency. If it is determined that the alternate product is equivalent, Maintenance would be willing to test the edges to further support equivalency.
The bid is hereby amended.

Question 4:

Would you consider adding the following requirement to the specification on pages 14 and 15 of the solicitation, pertaining to NDDOT P/N 76006-366505 & 76006-366510?

The inserts shall include and be manufactured with and be manufactured with small protrusions (on either abutting end) that maintain a precise gap between the inserts so that molten braze may flow between inserts consistently and effectively.

Answer 4:

The specifications will not be changed at this time.
No amendment necessary.

Orders Placed 08/01/2019 – 07/31/2020

5/8"x6" Polar Flex XWS-12 Adap-76006-367500	96	Units
Back Support, 3' BS 23902 JOMA-76006-367011	8	Units
Back Support, 4' BS23901 JOMA-76006-367010	32	Units
Edge, 3 Ft, Kueper TUCA 34855836X-76006-369155	49	Units
Edge, 3 Ft, Underbody Kueper Tuca SX-76006-369199	98	Units
Edge, 4 Ft, Kueper TUCA SX 34855936X-76006-369177	199	Units
Edge, 4 Ft, Underbody Kueper Tuca SX-76006-369188	185	Units
Edge, Grader, 3 Ft, 8, Tungste-76006-361604	41	Units
EDGE, GRADER, 3FTX6INX1/2IN,-76006-361513	6	Units
Edge, Grader, 4 Ft, 8, Tungste-76006-361638	30	Units
EDGE, GRADER, 4FTX6INX1/2IN,-76006-361521	11	Units
Edge, Grader, 7 Ft, Hardened,-76006-361778	2	Units
Edge, Rubber, 3' JOMA 6000-76006-367006	51	Units
Edge, Rubber 4' JOMA 6000-76006-367005	335	Units
Edge, Scraper/Grader, 3 Ft, Tu-76006-366009	246	Units
Edge, Scraper/Grader, 4ft , Tu-76006-366108	450	Units
Edge, Scraper/Grader, 5 Ft, Tu-76006-366157	46	Units
Edge, Snow Plow, 3 Ft, Tungste-76006-365597	62	Units
Edge, Snow Plow, 4 Ft, Tungste-76006-365662	76	Units
Edge, Snowplow/Underbody Scraper, premium tungsten 3 ft-76006-366505	35	Units
Edge, Snowplow/Underbody Scraper, premium tungsten 4 ft-76006-366510	89	Units

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

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

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

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

COMPANY NAME <i>Normont Equipment Co.</i>	
PRINTED NAME OF BIDDER OR OFFEROR and TITLE <i>Dawn Kloba / Sales Manager (ND.)</i>	
SIGNATURE <i>[Signature]</i>	DATE <i>8/10/20</i>

N.D. DEPT. OF TRANSPORTATION - PURCHASING CONTACTS AND SHIP TO ADDRESSES

61 – BISMARCK DISTRICT:

NDDOT - BISMARCK DISTRICT (701) 328-6941
218 S AIRPORT ROAD (701) 328-6933 FAX
BISMARCK ND 58504-6003
MARC REED, STOREKEEPER

62 - VALLEY CITY DISTRICT:

NDDOT - VALLEY CITY DISTRICT (701) 845-8803
1524 8TH AVENUE SW (701) 845-8804 FAX
VALLEY CITY ND 58072-4200
RENEE HAZELTON, STOREKEEPER

63 - DEVILS LAKE DISTRICT:

NDDOT - DEVILS LAKE DISTRICT (701) 665-5119
316 6TH ST SE (701) 328-0329 FAX
DEVILS LAKE ND 58301
LISA VETSCH, STOREKEEPER

64 –MINOT DISTRICT:

NDDOT - MINOT DISTRICT (701) 857-6928
1305 HIGHWAY 2 BYPASS EAST (701) 857-6932 FAX
MINOT ND 58701-7922
LINDA KILLMER, STOREKEEPER

65 –DICKINSON DISTRICT:

NDDOT - DICKINSON DISTRICT (701) 227-6525
1700 3RD AVENUE W SUITE 101 (701) 227-6505 FAX
DICKINSON ND 58601-3009
SHARON PRIVRATSKY, STOREKEEPER

66 -GRAND FORKS DISTRICT:

NDDOT - GRAND FORKS DISTRICT (701) 787-6521
1951 NORTH WASHINGTON (701) 787-6515 FAX
PO BOX 13077
GRAND FORKS ND 58208-3077
GEORGE PALO, STOREKEEPER

67 –WILLISTON DISTRICT:

NDDOT - WILLISTON DISTRICT (701) 774-2721
605 DAKOTA PARKWAY WEST (701) 774-2704 FAX
PO BOX 698
WILLISTON ND 58802-0698
SUSAN PERCOSKI, STOREKEEPER

68 –FARGO DISTRICT:

NDDOT - FARGO DISTRICT (701) 239-8910
503- 38TH STREET SOUTH (701) 239-8915 FAX
FARGO ND 58103-1198
JONATHON LEE, STOREKEEPER

BIDDER _____

PK

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
APPENDIX A OF THE TITLE VI ASSURANCES**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.



**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
APPENDIX E OF THE TITLE VI ASSURANCES**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).



Risk Management Appendix

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

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

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

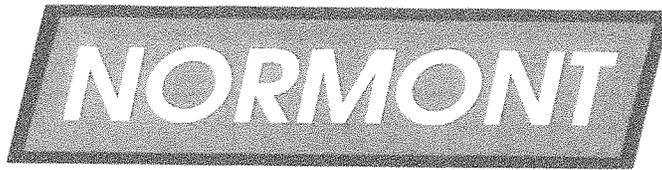
- 1) **Commercial general liability** and **automobile liability** insurance.
- 2) **Workers compensation** insurance.

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

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

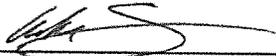
RM Consulted 2007
Revised 6-07





To whom it may concern:

I, Luke Stewart, General Manager and Vice President of NorMont Equipment Co., authorize Pam Klabo, Territory Sales Manager, to sign where necessary for the North Dakota Department of Transportation Bid. No. 760-06-20-050.



Luke Stewart

8/10/20

Date: