

North Dakota Department of Transportation
REQUEST FOR BID

Bid Number: 760-00-15-050	Bid Opening Date & Time: 11/10/2015 02:00 PM
Items: Attachments, Skid Steer	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: 11/10/2015 TO 04/30/2016	Date Prepared: 10/27/2015

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 bid opening. Bid responses received after the time and day specified for bid opening will be rejected. Mark envelope as instructed in "**Mailing Instructions**".

In consideration of the acceptance by the state of the offer made 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. The vendor shall fully perform 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 invitation 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 Request for Bid.

Bids may be rejected if the following is not signed by OWNER, PARTNER, CORPORATE PRESIDENT, VICE PRESIDENT, other AUTHORIZED CORPORATE OFFICER or a duly authorized representative. 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).

By issuance of a purchase order, a contract is made and entered into by and between the North Dakota Department of Transportation and:

Vendor Name Clark Equipment Company dba Bobcat Company		
Mailing Address 250 E Beaton Drive, West Fargo, ND 58078-6000		
Telephone Number 701-241-8746	Fax Number 701-280-7860	E-mail Address randy.fuss@doosan.com

Steven Thompson, VP Finance NA & Oceania

Name & Title (Type or Print)

Steven Thompson

Signature

11-05-2015

Date

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



CLA 54214 (Div. 50)

MAILING INSTRUCTIONS

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

BID IS: ☒ SEALED ☐ NOT SEALED

Address the envelope containing your response in the following manner:

BID NUMBER – 760-00-15-050
BID OPENING DATE/TIME – November 10, 2015; 2:00 PM Central
N. D. DEPT. OF TRANSPORTATION
PROCUREMENT SECTION
608 E BOULEVARD AVE
BISMARCK ND 58505-0700

BIDDERS INSTRUCTIONS

1. **Acceptance/Rejection/Waiver.** The state of North Dakota reserves the right to accept or reject any or all bids and to waive minor irregularities or technicalities, provided such waiver does not substantially change the offer or provide a competitive advantage to any vendor, in the judgment of the state.

2. **Affirmative Action.** The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of individuals with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability.

3. **Assistance to Bidders with a Disability.** Bidders with a disability and/or language assistance, contact Civil Rights Division, NDDOT, 701-328-2978 or civilrights@nd.gov or TTY 711, as soon as possible so that reasonable accommodations can be made. Additionally, the Request for Reasonable Accommodations form (SFN 60135) can be accessed at the following NDDOT website location: <http://www.dot.nd.gov/forms/sfn60135.pdf>.

4. **Alterations and/or Corrections.** The person signing the bid response must initial any or all manual alterations and/or corrections to the bid response. Those bid responses with alterations and/or corrections that are not initialed may be rejected.

5. **Award.** Award will be made to a responsive, responsible bidder with the lowest price considering conformity with specifications, terms of delivery, quality, and serviceability. NDDOT reserves the right to consider bids varying in minor respects from any specific requirements herein, but judged to meet the intent of this request.

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

6. **Awards, Splitting of.** The state reserves the right to make awards by item, groups of items, or on the total low bid for all the items specified as indicated in the detailed specifications. Bidders interested only in the total low bid for all items are to state 'all or nothing' on their bid response.

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

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

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

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

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

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

11. **Clarifications, Bid Changes and Questions Deadline.** The Procurement Officer is the point of contact. Any irregularities, lack of clarity, requested bid changes and all questions regarding this bid and the procurement process must be addressed to the Procurement Officer referenced on the first page of this document not later than end of business November 3, 2015. (Contact information is indicated on cover page). If a bid amendment is required, it will generally be issued after this date.

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

12. **Definitions.**

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

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

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

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

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

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

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

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

20. **Packaging.** All shipments are to be packaged according to accepted commercial practices to avoid damage in shipment.

21. **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.

22. **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.

23. **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.

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

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

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

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

27. **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).

28. 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.

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

30. 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.

31. 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.

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

GENERAL CONTRACT TERMS AND CONDITIONS

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

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

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

shall have and keep current at all times during the term of this contract all licenses and permits required by law.

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

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

5. **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.

6. **Materials and Workmanship.** All material and workmanship shall be subject to inspection and testing at the discretion of the purchasing agency.

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

8. **Billing and Payment Procedures.** Purchase orders will be issued by NDDOT procurement office to the awarded contractor.

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.

9. **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.

10. **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.

11. **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.

12. **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: Randy L. Fuss
(Name of person servicing this contract)

BUSINESS NAME: Clark Equipment Company dba Robert Company

MAILING ADDRESS: 250 EAST BEATON DR.

CITY & STATE: WEST FARGO, ND. ZIP CODE: 58078

PHONE NUMBER: (701) 241-8746 TOLL FREE: _____

FAX NUMBER: (701) 250-7860 E-MAIL: Randy.fuss@cloustan.com

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
SPECIFICATIONS
FOR
ROTARY MOWER ATTACHMENT, SKID STEER MOUNT
(BOBCAT® 90" MOWER, or Similar)**

Bidder's Instructions: Indicate compliance to the specifications on the "COMPLY YES/NO" line by each specification. Indicate any deviations from the specifications whether the minimum specifications are met or not on the "SPECIFICATION DEVIATIONS" line. Failure to comply with bid specifications may result in rejection of the bid. The state reserves the right to waive minor deficiencies or technical variances. Specification deviations may be considered with proper acknowledgement during bid questioning period.

The intent of this specification is to describe a rotary mower attachment that will mount and operate on a Bobcat® S750 or T750 skid steer loader with high-flow hydraulic capability. The rotary mower shall be standard production of the latest model with standard accessories and in addition meet or exceed the following minimum specifications:

	COMPLY YES	NO	SPECIFICATION DEVIATIONS
1. GENERAL SPECIFICATIONS			
a. Operating weight 900 lb. minimum	✓		
b. Overall length 75" maximum	✓		
c. Overall width 94" maximum	✓		
d. Overall height 20" maximum	✓		
e. Cutting width 84" - 90"	✓		
f. Cutting height adjustable 2" – 5.5" by ½" increments	✓		
g. Hydraulic flow range 15 GPM to 23 GPM, compatible with high-flow hydraulic system	✓		
h. Free floating deck allowing for consistent height on uneven terrain without adjusting skid steer lift arm height or tilt	✓		
i. Anti-scalp roller to protect blades from striking the ground on uneven terrain	✓		
j. Castor wheels, 4 minimum, to allow free floating of mower deck, adjustable height, smooth tread design	✓		
k. Welded deck design for maximum strength (not one piece stamped steel) with reinforcement bracing	✓		
l. Hydraulic connections compatible with Bobcat® connectors	✓		
m. Smooth underside deck to prevent material from hanging up	✓		
n. Rear material discharge, with side or mulching capability option	✓		

2. CUTTER SYSTEM

- a. 3 blades, overlapping design to reduce skips - installed
- i. 2 bolt per blade mounting
- b. Direct drive hydraulic motor, no additional gearbox
- c. Belt drive connection for blade spindles
- d. Safety shut-off system if deck is lifted above operating height
- e. Blade tip speed capable of 17,000 ft./min
- f. Protective cover over hydraulic motor, and belt drive system

✓		
✓		
✓		
✓		
✓		
✓		
✓		

3. Mounting Plate

- a. Mounting plate for quick attach to above mentioned skid steer loaders, shall not require special tools or additional mounting plates to change between this and other attachments
- b. Must include any necessary wiring or attachment control kit required to enable joystick control if necessary and safe operation of Bobcat skid loader

✓		
✓		

4. Manuals / Parts Information (Provide 1 copy on CD-ROM if available)

- a. 2 EACH – Operator's Manuals
- b. 2 EACH – Lubrication/Maintenance Manuals (as available)
- c. 2 EACH – Part's Books
- d. 2 EACH – Technical Repair Manual (as available)

✓		
✓		
✓		
✓		

5. Paint

Manufacturer's standard painting process and color

✓		
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6. Warranty

One year full warranty, manufacturer's warranty shall apply if for a longer period

✓		
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(10-27-15)

SSP-95-5026-29

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
SPECIFICATIONS
FOR
HD BRUSH MOWER ATTACHMENT, SKID STEER MOUNT
(BOBCAT® Brush Cat, QUICKATTACH® Brush Buster Max with modifications or Similar)**

Bidder's Instructions: Indicate compliance to the specifications on the "COMPLY YES/NO" line by each specification. Indicate any deviations from the specifications whether the minimum specifications are met or not on the "SPECIFICATION DEVIATIONS" line. Failure to comply with bid specifications may result in rejection of the bid. The state reserves the right to waive minor deficiencies or technical variances. Specification deviations may be considered with proper acknowledgement during bid questioning period.

The intent of this specification is to describe heavy duty brush mower attachment that will mount and operate on a Bobcat® S750 or T750 skid steer loader with high-flow hydraulics. The brush mower shall be standard production of the latest model with standard accessories and in addition meet or exceed the following minimum specifications:

		COMPLY YES	NO	SPECIFICATION DEVIATIONS
1. GENERAL SPECIFICATIONS				
a.	Operating weight 1,580 lb. minimum	✓		
b.	Overall length 82" maximum	✓		
c.	Overall width 88" maximum	✓		
d.	Overall height 26.5" maximum	✓		
e.	Cutting width 80" - 84"	✓		
f.	Cutting height 3"	✓		
g.	Compatible with hydraulic flow minimum 24 GPM to maximum 40 GPM	✓		
h.	Free floating deck allowing for consistent height on uneven terrain without adjusting skid steer lift arm height or tilt.	✓		
i.	Skid shoes on front corners of deck	✓		
j.	Full width steel roller on rear of deck for purposes of mobility and blocking of flying debris	✓		
k.	Full width chain curtain on front of mower deck to protect from flying debris	✓		
l.	Hydraulic connections compatible with Bobcat® high-flow connectors	✓		
m.	Smooth underside deck to prevent material from hanging up	✓		
2. CUTTER SYSTEM				
a.	Dual edged reversible blades, installed	✓		

BIDDER

Bobcat Company

		COMPLY YES	NO	SPECIFICATION DEVIATIONS
b.	Direct drive or gearbox driven	✓		
c.	Offset mounted hydraulic motors or gearboxes to allow overlap of cut	✓		
d.	Independent pressure relief or slip clutch protection for each gearbox/motor and mower spindle, <u>no shear pins</u>	✓		
e.	Minimum blade tip speed 10,000 ft./min	✓		
f.	Capable of mowing in forward or reverse directions	✓		
g.	No discharge chute	✓		
h.	Protective cover over gearbox or hydraulic motors	✓		
3.	Mounting Plate			
a.	Mounting plate for quick attach to above mentioned skid steer loaders, shall not require special tools or additional mounting plates to change between this and other attachments	✓		
b.	Must include any necessary wiring or attachment control kit required to enable joystick control and safe operation of Bobcat skid loader	✓		
4.	Manuals / Parts Information (Provide 1 copy on CD-ROM if available)			
a.	2 EACH – Operator's Manuals	✓		
b.	2 EACH – Lubrication/Maintenance Manuals (as available)	✓		
c.	2 EACH – Part's Books	✓		
d.	2 EACH – Technical Repair Manual (as available)	✓		
5.	Paint			
	Manufacturer's standard painting process and color	✓		
6.	Warranty			
	One year full warranty, manufacturer's warranty shall apply if for a longer period	✓		

The brush mower attachment shall be delivered as an assembled unit with all connections, ready for attachment to the skid steer and ready for immediate use. The brush mower shall be delivered free from defects due to shipping or workmanship. Product literature should be submitted with the bid.

BIDDER Bobcat Company

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
SPECIFICATIONS
FOR
84" SWEEPER WITH GUTTER BROOM, SKID STEER MOUNT**

Bidder's Instructions: Indicate compliance to the specifications on the "COMPLY YES/NO" line by each specification. Indicate any deviations from the specifications whether the minimum specifications are met or not on the "SPECIFICATION DEVIATIONS" line. Failure to comply with bid specifications may result in rejection of the bid. The state reserves the right to waive minor deficiencies or technical variances. Specification deviations may be considered with proper acknowledgement during bid questioning period.

The intent of this specification is to describe a sweeper with gutter broom that will mount and operate on a Bobcat S750 high flow skid steer. The sweeper shall connect to the skid steer to provide full operation. The sweeper shall be standard production of the latest model with standard accessories and in addition meet or exceed the following minimum specifications:

	COMPLY YES	NO	SPECIFICATION DEVIATIONS
1. Performance			
a. Operating weight 1,000 lb. minimum	✓		
b. Capable of 215 RPM broom speed	✓		
2. Bucket Capacity			
a. Minimum of 18 cu ft. heaped	✓		
b. Replaceable steel cutting edge, installed	✓		
3. Broom			
a. 84" wide	✓		
b. Replaceable polypropylene & steel bristles	✓		
c. Hydraulic motor compatible with the skid steer described above	✓		
d. Ability to sweep in forward and reverse direction - forward sweeping debris against rubber flap and over bristles to bucket, rearward sweeping debris against cutting edge directly into bucket - no exceptions	✓		
e. 24" diameter bristles	✓		
f. Full width rubber belt on leading edge of broom to reduce dust and help collect debris.	✓		
g. Adjustable gutter broom attachment, hydraulic driven	✓		

4. Mounting Plate

- a. Mounting plate for quick attach to above mentioned skid steer loader, shall not require special tools or additional mounting plates to change various attachments



- b. Must include any necessary wiring or attachment control kit required to enable joystick control if necessary and safe operation of Bobcat skid loader



5. Manuals / Parts Information (Provide 1 copy on CD-ROM if available)

- a. 2 EACH – Operator's Manuals
b. 2 EACH – Lubrication/Maintenance Manuals
c. 2 EACH – Part's Books
d. 2 EACH – Technical Repair Manual



6. Paint

Manufacturer's standard painting process and color



7. Warranty

One year full warranty, manufacturer's warranty shall apply if for a longer period



The sweeper shall be delivered as an assembled unit ready for attachment to the skid steer and immediate use, with exception to minor adjustments. Any preassembly or hydraulic installations must be done by the vendor prior to delivery. The sweeper shall be delivered free from defects due to shipping or workmanship. Product literature should be submitted with the bid.

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
SPECIFICATIONS
FOR
84" SNOW BLOWER, SKID STEER MOUNT**

The intent of this specification is to describe an 84" snow blower attachment that mounts to a Bobcat S750 skid steer with high flow auxiliary hydraulics. The 84" snow blower shall connect to the skid steer 7 pin wire harness for electric over hydraulic control. The snow blower lines shall connect to the skid steer flush face couplers. The snow blower operation control will be from the skid steer joy-stick handle controls. The snow blower shall be standard production of the latest model with standard accessories and in addition meet the following minimum specifications:

	COMPLY YES	NO	SPECIFICATION DEVIATIONS
1. 84" blower width	✓		
2. 1100lb operating weight approximate	✓		
3. 33" intake height approximate	✓		
4. Cutting edge provided and installed	✓		
5. Hydraulically controlled discharge chute (cable operated not acceptable)	✓		
6. Adjustable discharge chute angle	✓		
7. Must throw snow minimum of 40'	✓		
8. Fan diameter of 23" minimum	✓		
9. Auger diameter of 18" minimum	✓		
10. Must be a unit built for a high flow machine between 35-42 gpm approximate	✓		
11. Manuals			
One operator's manual, one lubrication schedule, and one parts book for each unit plus one operator's manual, one lubrication schedule, one parts book, and one technical repair manual for each delivery point	✓		
12. Paint			
Manufacturer's standard paint	✓		
13. Standards			
Unit shall meet OSHA standards	✓		

14. Warranty

Manufacturer's one year full warranty

 _____

The snow blower shall be delivered as an assembled unit ready for attachment to the skid steer.
The snow blower shall be delivered free of any defects due to shipping or workmanship. Product literature should be submitted with the bid.

BIDDER

Bobcat Company

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
SPECIFICATIONS
FOR
STUMP GRINDER ATTACHMENT, SKID STEER MOUNT
(BOBCAT® SG60, QUICKATTACH® or Similar)**

Bidder's Instructions: Indicate compliance to the specifications on the "COMPLY YES/NO" line by each specification. Indicate any deviations from the specifications whether the minimum specifications are met or not on the "SPECIFICATION DEVIATIONS" line. Failure to comply with bid specifications may result in rejection of the bid. The state reserves the right to waive minor deficiencies or technical variances. Specification deviations may be considered with proper acknowledgement during bid questioning period.

The intent of this specification is to describe stump grinder attachment that will mount and operate on a Bobcat® S750 or T750 skid steer loader with high-flow hydraulics. The stump grinder shall be standard production of the latest model with standard accessories and in addition meet or exceed the following minimum specifications:

	COMPLY YES	NO	SPECIFICATION DEVIATIONS
1. Performance			
a. Operating weight 540 lb. minimum	✓		
b. Cutting arc (swing width) minimum 55 degrees	✓		
c. Cutting height (stump height) minimum of 13"	✓		
d. Cutting depth minimum of 8"	✓		
e. Cutting diameter (stump diameter) capable of minimum of 32"	✓		
f. Blade speed 1,000 RPM minimum	✓		
g. Compatible with hydraulic flow minimum 17 GPM to maximum 42 GPM	✓		
h. Electric-over-hydraulic control, enables joystick control of swing and cutting depth	✓		
i. Direct drive cutter wheel, <u>no gearbox</u>	✓		
2. Cutter Wheel			
a. 24" Diameter minimum	✓		
b. ½" thick steel construction	✓		
c. 32 carbide tipped cutter teeth, minimum	✓		
d. Replaceable cutter teeth	✓		
e. Capable of bidirectional cutting (cuts on both LH and RH swing)	✓		
f. Guard assembly covering cutting wheel and rubber flaps to minimize flying debris	✓		

BIDDER Bobcat Company

	COMPLY YES	NO	SPECIFICATION DEVIATIONS
3. Mounting Plate & Couplers			
a. Mounting plate for quick attach to above mentioned skid steer loaders, shall not require special tools or additional mounting plates to change various attachments	✓		
b. Must include any necessary wiring or attachment control kit required to enable joystick control and safe operation of Bobcat skid loader	✓		
c. Stabilizer shoes built into frame of machine to minimize shock and vibration transmitted back to operators station	✓		
d. Hydraulic couplers to be compatible with Bobcat® high-flow hydraulics	✓		
4. Manuals / Parts Information (Provide 1 copy on CD-ROM if available)			
a. 2 EACH – Operator's Manuals	✓		
b. 2 EACH – Lubrication/Maintenance Manuals (as available)	✓		
c. 2 EACH – Part's Books	✓		
d. 2 EACH – Technical Repair Manual (as available)	✓		
5. Paint			
Manufacturer's standard painting process and color	✓		
6. Warranty			
One year full warranty, manufacturer's warranty shall apply if for a longer period	✓		

The stump grinder attachment shall be delivered as an assembled unit with all connections, ready for attachment to the skid steer and ready for immediate use. The stump grinder shall be delivered free from defects due to shipping or workmanship. Product literature should be submitted with the bid.

BIDDER Robert Company

(10-27-15)

SSP-95-5026-16

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
SPECIFICATIONS
FOR
84" POWER ANGLE BROOM, SKID STEER MOUNT**

Bidder's Instructions: Indicate compliance to the specifications on the "COMPLY YES/NO" line by each specification. Indicate any deviations from the specifications whether the minimum specifications are met or not on the "SPECIFICATION DEVIATIONS" line. Failure to comply with bid specifications may result in rejection of the bid.

The intent of this specification is to describe a power angle broom that will mount and operate on a Bobcat S750 or T750 high flow skid steer. The broom shall connect to the skid steer to provide full operation. The broom shall be standard production of the latest model with standard accessories and in addition meet or exceed the following minimum specifications:

	COMPLY YES	NO	SPECIFICATION DEVIATIONS
1. Performance			
a. Operating weight 750lb minimum	✓		
b. Operating flow range between 10-28 GPM	✓		
2. Broom			
a. 84" wide	✓		
b. Hydraulic angling	✓		
c. Replaceable polypropylene bristles	✓		
d. Hydraulic motor, direct drive	✓		
e. 32" diameter bristles	✓		
3. Mounting Plate			
Mounting plate for quick attach to above mentioned skid steer loader, shall not require special tools or additional mounting plates to change various attachments	✓		
4. Manuals / Parts Information (Provide 1 copy on CD-ROM if available)			
a. 2 EACH – Operator's Manuals	✓		
b. 2 EACH – Lubrication/Maintenance Manuals	✓		
c. 2 EACH – Part's Books	✓		
d. 2 EACH – Technical Repair Manual	✓		
5. Paint			
Manufacturer's standard painting process and color	✓		

BIDDER Bobcat Company

COMPLY
YES NO

SPECIFICATION
DEVIATIONS

6. **Warranty**

One year full warranty, manufacturer's warranty shall apply if for a longer period

☒

The angle broom shall be delivered as an assembled unit ready for attachment to the skid steer.
The broom shall be delivered free from defects due to shipping or workmanship. Product literature should be submitted with the bid.

BIDDER Robert Company

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
SPECIFICATIONS
FOR
40" COLD PLANER, SKID STEER MOUNT**

Bidder's Instructions: Indicate compliance to the specifications on the "COMPLY YES/NO" line by each specification. Indicate any deviations from the specifications whether the minimum specifications are met or not on the "SPECIFICATION DEVIATIONS" line. Failure to comply with bid specifications may result in rejection of the bid.

The intent of this specification is to describe a cold planer milling attachment that mounts to a Bobcat S750 skid steer with high flow auxiliary hydraulics. The cold planer shall connect to the skid steer 7 or 14 pin wire harness for electric over hydraulic control. The cold planer hydraulic lines shall connect to the loaders factory flush face hydraulic couplers. The cold planer operation control will be from the skid steer fingertip handle controls. The cold planer shall be capable of milling asphalt and concrete with one drum with interchangeable picks and cutting rumble strips in asphalt with another drum. The cold planer shall be standard production of the latest model with standard accessories and in addition meet the following minimum specifications:

	COMPLY YES	NO	SPECIFICATION DEVIATIONS
1. Universal dual purpose drum for both asphalt and concrete	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
a. Picks			
i. Asphalt cutting type	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
ii. Quantity 75	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. 14" diameter minimum	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
c. 40" cutting width	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
d. 0-5 inch milling depth	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
e. Greasable or sealed type bearing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2. Hydraulic components			
a. Hydraulic direct drive motor	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
i. 15,000 in-lbs torque	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
ii. Rated operating pressure 3000 PSI	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Hydraulic depth control	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
c. Hydraulic side shift	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
d. Hydraulic tilt	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
3. Mount			
a. Mounting plate for quick attach to above mentioned skid steer loader	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

BIDDER Robert Company

		COMPLY		SPECIFICATION
		YES	NO	DEVIATIONS
b.	Quick disconnect hoses	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
c.	Quick disconnect electrical	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.	Manuals			
	One operator's manual, one lubrication schedule, and one parts book for each unit plus one operator's manual, one lubrication schedule, one parts book, and one technical repair manual for each delivery point	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
5.	Paint			
	Manufacturer's standard paint	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

The cold planer shall be delivered as an assembled unit ready for attachment to the skid steer. The cold planer shall be delivered free of any defects due to shipping or workmanship. Product literature should be submitted with the bid.

BID RESPONSE

ITEM NO.	QTY.	UNIT	DETAILED SPECIFICATIONS	UNIT PRICE	TOTAL PRICE
ROTARY MOWER ATTACHMENT, SKID STEER MOUNT (BOBCAT® 90" MOWER, or Similar) MAKE: <u>Bobcat</u> MODEL: <u>90" Mower</u> Delivery days <u>45</u> ARO					
1	1	EACH	FOB GRAND FORKS 1951 North Washington Grand Forks, ND 58208-3077	\$ 3,941 ⁰⁰	\$ 3,941 ⁰⁰
	Unknown	EACH	FOB Any NDDOT Locations This price does not include freight. Delivery fee will be determined at time of order Price extended through 04/30/2016	\$ 3,941 ⁰⁰	\$ 3,941 ⁰⁰
2 OPT 1	1	EACH	DECK MULCHING KIT (if available) Extend price through 04/30/2016? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	\$ 428 ⁹²	\$ 428 ⁹²
3 OPT 2	1	EACH	DECK SIDE DISCHARGE KIT (if available) Extend price through 04/30/2016? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	\$ 392 ⁶⁶	\$ 392 ⁶⁶
4 OPT 3	1	EACH	COMPLETE SET OF REPLACEMENT BLADES Extend price through 04/30/2016? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	\$ 74 ³⁴	\$ 74 ³⁴
HD BRUSH MOWER ATTACHMENT, SKID STEER MOUNTED MAKE: <u>Bobcat</u> MODEL: <u>80" Brushcat (HF)</u> Delivery days <u>45</u> ARO					
5	1	EACH	FOB DICKINSON 1700 Third Avenue West, Suite 101 Dickinson, ND 58601-3009	\$ 5,161 ⁷⁹	\$ 5,161 ⁷⁹
	Unknown	EACH	FOB Any NDDOT Locations This price does not include freight. Delivery fee will be determined at time of order Price extended through 04/30/2016	\$ 5,161 ⁷⁹	\$ 5,161 ⁷⁹
6 OPT 4	1	EACH	GUIDE WHEEL KIT FOR FRONT OF MOWER (if available) Extend price through 04/30/2016? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	\$ 758 ⁵⁵	\$ 758 ⁵⁵
7 OPT 5	1	EACH	OFFSET BLADE KIT, COMPLETE (To enable 4" cutting depth, if available) Extend price through 04/30/2016? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	\$ 225 ⁸⁵	\$ 225 ⁸⁵

BIDDER Bobcat Company

ITEM NO.	QTY.	UNIT	DETAILED SPECIFICATIONS	UNIT PRICE	TOTAL PRICE
8	SWEeper W/ GUTTER BROOM, SKID STEER MOUNTED MAKE: <u>Bobcat</u> MODEL: <u>84" Sweeper</u> Delivery days <u>45</u> ARO				
	1	EACH	FOB DICKINSON 1700 Third Avenue West, Suite 101 Dickinson, ND 58601-3009	\$ 4,706 ⁹⁰	\$ 4,706 ⁹⁰
	2	EACH	FOB BISMARCK 218 South Airport Road Bismarck, ND 58504-6003	\$ 4,706 ⁹⁰	\$ 9,413 ⁸⁰
	Unknown	EACH	<u>FOB Any NDDOT Locations</u> This price does not include freight. Delivery fee will be determined at time of order Price extended through 04/30/2016	\$ 4,706 ⁹⁰	\$ 4,706 ⁹⁰
9 OPT 6	1	EACH	CASTER WHEEL KIT, ADJUSTABLE (if available) Extend price through 04/30/2016? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	\$ 766 ⁵⁰	\$ 766 ⁵⁰
10 OPT 7	1	EACH	WATER KIT FOR DUST CONTRO (if available) Extend price through 04/30/2016? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	\$ 1,382 ⁵⁰	\$ 1,382 ⁵⁰
11	84" SNOW BLOWER, SKID STEER MOUNT MAKE: <u>Bobcat</u> MODEL: <u>84" Snow Blower SBX240</u> Delivery days <u>45</u> ARO				
	1	EACH	FOB GRAND FORKS 1951 North Washington Grand Forks, ND 58208-3077	\$ 5,631 ⁵⁰	\$ 5,631 ⁵⁰
	Unknown	EACH	<u>FOB Any NDDOT Locations</u> This price does not include freight. Delivery fee will be determined at time of order Price extended through 04/30/2016	\$ 5,631 ⁵⁰	\$ 5,631 ⁵⁰
12	STUMP GRINDER ATTACHMENT, SKID STEER MOUNTED MAKE: <u>Bobcat</u> MODEL: <u>SGX 60 Stump Grinder</u> Delivery days <u>45</u> ARO				
	1	EACH	FOB BISMARCK 218 South Airport Road Bismarck, ND 58504-6003	\$ 6,045 ²⁰	\$ 6,045 ²⁰

 BIDDER Bobcat Company

	Unknown	EACH	<u>FOB Any NDDOT Locations</u> This price does not include freight. Delivery fee will be determined at time of order Price extended through 04/30/2016	\$ 6,045 ²⁰	\$ 6,045 ²⁰
ITEM NO.	QTY.	UNIT	DETAILED SPECIFICATIONS	UNIT PRICE	TOTAL PRICE
13	MOWER ANGLE BROOM, SKID STEER MOUNTED MAKE: <u>Bobcat</u> MODEL: <u>84" Angle Broom</u> Delivery days <u>45</u> ARO				
	3	EACH	FOB DICKINSON 1700 Third Avenue West, Suite 101 Dickinson, ND 58601-3009	\$ 4,053 ⁰⁰	\$ 12,159 ⁰⁰
	Unknown	EACH	<u>FOB Any NDDOT Locations</u> This price does not include freight. Delivery fee will be determined at time of order Price extended through 04/30/2016	\$ 4,053 ⁰⁰	\$ 4,053 ⁰⁰
14	40" COLD PLANER, SKID STEER MOUNT MAKE: <u>Bobcat</u> MODEL: <u>40" Planer High Flow</u> Delivery days _____ ARO				
	1	EACH	FOB WILLISTON 605 Dakota Parkway West Williston, ND 58802-0698	\$ 18,574 ⁵⁰	\$ 18,574 ⁵⁰
	Unknown	EACH	<u>FOB Any NDDOT Locations</u> This price does not include freight. Delivery fee will be determined at time of order Price extended through 04/30/2016	\$ 18,574 ⁵⁰	\$ 18,574 ⁵⁰

NDDOT reserves the right to execute the optional items.

ANY ALTERATIONS OR CORRECTIONS MADE TO THE UNIT OR TOTAL PRICE MUST BE INITIALED BY THE BIDDER. FAILURE TO DO SO MAY BE CAUSE FOR BID REJECTION.

BIDDER Bobcat Company

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

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

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



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

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

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures 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



Amendment No. 1

To: ALL INTERESTED SUPPLIERS
From: North Dakota Department of Transportation
Date: November 4, 2015
Re: Amendment to Bid 760-00-15-050, ATTACHMENTS, SKID STEER

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.

Will the following specification deviations be acceptable?

Rotary Mower attachment, Skid Steer Mount

Page 7 of 23, 1. General Specifications

b. 82"

DOT will accept this change – Spec Amended

d. 24"

DOT will accept this change – Spec Amended

f. No

DOT requires the cutting height to be adjustable, Spec not amended

g. 27—38 gpm

DOT will accept this change – Spec Amended

n. No, rear roller

DOT requires rear discharge, Spec not amended

Page 8 of 23, 2. Cutter System

a. 4 blades

DOT will accept this change – Spec Amended

b. 1 bolt / blade

DOT prefers 2 bolts per blade for longevity and safety, Spec not amended

c. gear box

DOT prefers blades to be direct driven or connected with pulley and belt system for simplicity,
Spec not amended

d. no

DOT requires this safety feature, Spec not amended

e. 15,006 ft/min.

DOT will accept this change – Spec Amended

HD Brush Mower attachment

Page 9 of 23, 1. General Specifications

g. 27—38 gpm

This spec falls within specified range – No Amendment Needed

k. no chain

DOT will accept a rubber belt curtain on front of mower in lieu of chain guard. -DOT will accept this change – Spec Amended

84" Sweeper w/Gutterbroom

Page 11 of 23, 1. Performance

a.800 lbs

DOT will accept this change – Spec Amended

Page 11 of 23, 2. Bucket Capacity

a.16 cu. Ft.

DOT will accept this change – Spec Amended

84" POWER ANGLE BROOM

Page 17 of 23, 1. Performance

b.13—24 gpm

This spec falls within specified range – No Amendment Needed

40" COLD PLANER

Page 19 of 23, 1. Universal dual purpose drum for both asphalt and concrete

a.Picks, ii, Quantity: 60

Spec not amended

c.24" (cutting width)

Spec not amended

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

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


Vanessa Brosten, Procurement Officer

PHONE: 701-328-4466

FAX: 701-328-0310

E-MAIL: vbrosten@nd.gov

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

PRINTED NAME OF BIDDER OR OFFEROR and TITLE	
Chuck Equipment Company dba Boscat Company Randy L. Fuss Government Accts. Mgr.	
SIGNATURE	DATE
	11/05/2015



Bobcat

250 East Beaton Drive
West Fargo, ND 58078

BID NUMBER:

760-00-15-050

BID OPENING DATE/TIME:

NOVEMBER 10TH 2015 2:00 PM CENTRAL

**N.D DEPT OF TRANSPORTATION
PROCUREMENT SECTION
608 E. BOULEVARD AVE.
BISMARCK, ND 58505-0700**