# North Dakota Department of Transportation REQUEST FOR BID

NDDOT Contract # 50/50472

| Bid Number: 830-32/44-15-050                   | Bid Opening Date & Time: 03/23/2015 02:00 PM |
|--|--|
| Items: Storage Tank, Vertical, 16,500 Gallon   | Buyer: Sue Eberle                            |
| Bid Mailing Address: 608 East Boulevard Avenue | Telephone Number: 701-328-4465               |
| City, State, Zip: Bismarck, ND 58505-0700      | Email: seberle@nd.gov                        |
| Contract Period: 03/26/2015 TO 12/31/2015      | Date Prepared: 3/05/2015                     |

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:

|                | ·_  |  |  |
|----------------|---|--|--|
| STRUCTURES, T. | vc.   |  |  |
| <b>,</b>       |   |  |  |
|                |   |  |  |
| ax Number      | E-mail Address  |  |  |
| 106-678-2480   | JOH. Mcconkey @ Ifm -frp, con   |  |  |
| To be          | signed by Owner; Partner; Corp. Pres., Vice   |  |  |
| To ho          | airnad by Owney Partney Care Pres. Vice   |  |  |
| be re          | or other authorized Corp. Officer or bid may jected. (if signed by other authorized Corp.           |  |  |
|                | Officer, please attach copy of Power of Attorney or other documentation showing authority to sign.) |  |  |
| Galler         |   |  |  |
|                | Pres., be re Office   |  |  |



### **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 - 830-32/44-15-050
BID OPENING DATE/TIME - MARCH 23, 2015, 2:00 P.M.
N. D. DEPT. OF TRANSPORTATION
PROCUREMENT SECTION
608 E BOULEVARD AVE
BISMARCK ND 58505-0700

# **BIDDERS INSTRUCTIONS**

- 1. <u>Acceptance/Rejection/Waiver.</u> The state of North Dakota reserves the right to accept or reject any or all bids and to waive minor irregularities or technicalities, provided such waiver does not substantially change the offer or provide a competitive advantage to any vendor, in the judgment of the state.
- 2. <u>Affirmative Action.</u> The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of 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 <a href="mailto:civilrights@nd.gov">civilrights@nd.gov</a> 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: <a href="mailto:http://www.dot.nd.gov/forms/sfn60135.pdf">http://www.dot.nd.gov/forms/sfn60135.pdf</a>.
- 4. <u>Alterations and/or Corrections.</u> The person signing the bid response must initial any or all manual alterations and/or corrections to the bid response. Those bid responses with alterations and/or corrections that are not initialed may be rejected.
- 5. <u>Award.</u> Award will be made to a responsive, responsible bidder with the lowest price considering conformity with specifications, terms of delivery, quality, and serviceability. NDDOT reserves the right to consider bids varying in minor respects from any specific requirements herein, but judged to meet the intent of this request.

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

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

9. <u>Bid Summary.</u> 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: <a href="http://www.nd.gov/spo/">http://www.nd.gov/spo/</a>

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

- 10. <u>Bid Bond.</u> Waived in this instance: however, bidder(s) failing to enter into a contract with this office, upon notification of award, may be subject to removal from the bidder's list.
- 11. Clarifications, Bid Changes and Questions Deadline. The Procurement Officer is the point of contact. Any irregularities, lack of clarity, requested bid changes and all questions regarding this bid and the procurement process must be addressed to the Procurement Officer referenced on the first page of this document not later than end of business March 12, 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. <u>Deviation from Specifications Supplied by NDDOT.</u> Unless otherwise indicated by the bidder, it will be assumed that specifications will be met in all respects. Any deviation from the minimum specifications indicated herein must be clearly pointed out PRIOR TO THE DEADLINE FOR RECEIPT OF QUESTIONS; otherwise, it will be considered that the items offered are in strict compliance with these specifications, and the bidder will be held responsible.
- 14. <u>Electronic & Facsimile Bids.</u> Bid responses are not to be email attached or faxed to the NDDOT unless this transmittal method has been authorized by the Procurement Officer or bid document. (Contact the Procurement officer regarding additional requirements and exceptions.) Bid responses electronically submitted or faxed may be rejected as non-responsive.
- 15. <u>Freight/F.O.B. Destination.</u> Freight and transportation charges are to be included in the price of the products, unless otherwise specified in the solicitation. (F.O.B. Free On Board).
- 16. <u>Indemnification.</u> The attached Risk Management will be incorporated into the contract. The successful Bidder may be required to furnish proof of insurance, as detailed in the Risk Management Appendix.
- 17. <u>Multiple Bid(s).</u> Bidders may submit more than one bid response(s) for the item(s) specified in the solicitation. Each bid submitted must comply in all aspects with the bid requirements and these instructions.
- 18. <u>Negotiation.</u> NDDOT reserves the right to negotiate with the successful bidder to ensure the best possible consideration is afforded to all concerned.
- 19. <u>Open Records.</u> After award, bid documents will be subject to the North Dakota open records law. Records are closed or confidential only if specifically stated in law. If a request for public information is received, the procurement officer will determine whether the information is an exception to the North Dakota open records law, and the information will be processed appropriately. Those interested in reviewing the bid file are to make arrangements with the NDDOT Procurement Office. The NDDOT Procurement Office hours are 8:00 a.m. 12:00 p.m. and 1:00 p.m. 5:00 p.m. Monday through Friday.

- 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. <u>Taxes.</u> The State does not pay sales tax or federal excise tax. The state sales tax exemption number is E-2001. The federal tax-free transaction number is 45-0309764.
- 30. <u>Vendor Registration.</u> Bids will be accepted from bidders who are not currently Approved Bidders for the State of North Dakota; however, the successful bidder 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: <a href="www.nd.gov/spo/vendor">www.nd.gov/spo/vendor</a>. Contact the ND State Procurement Office at 701-328-2683 or <a href="mailto:infospo@nd.gov">infospo@nd.gov</a> 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. <u>Withdrawals after the bid opening date and time.</u> Withdrawals after the bid opening will be allowed only upon written approval from the NDDOT Procurement Office. Vendors continually withdrawing bids after the bid opening may be removed from the Vendor Database.

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

- 1. <u>Applicable Law and Venue.</u> Any dispute arising out of this agreement will be resolved under the laws of the State of North Dakota.
- 2. <u>Binding Contract.</u> The acceptance of a bid response in writing by the purchasing agency constitutes a contract between the bidder and the State. Written acceptance from the purchasing agency will be in the form of a purchase order, notification of award, or contract. Any oral agreement or arrangement by a bidder with a State employee or purchasing agency will have no force or effect unless reduced to writing.
- 3. 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. <u>Contract Amendments, Waivers.</u> After a binding contract has been entered into, no changes (i.e. additions, substitutions, subcontracting or a price adjustment) may be made, unless prior approval has been obtained from the purchasing agency and Procurement Officer.

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

### 5. Contract 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.

# NORTH DAKOTA DEPARTMENT OF TRANSPORTATION SPECIFICATIONS FOR STORAGE TANK, VERTICAL, 16,500 GALLON

<u>Bidder's Instructions:</u> 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.

The intent of this specification is to describe a 16,500 gallon vertical storage tank. The tank may be constructed of polyethylene or fiberglass resins. The tank shall be of heavy duty design rated to hold chemical solution with a specific gravity of 1.9 or 16 pounds per gallon. The tank shall meet the following minimum specifications:

|    |    |            |   | COM<br>Yes  | IPLY<br>NO                              | SPECIFICATION DEVIATIONS |
|----|----|------------|---|-------------|---|--------------------------|
| 1. | Ta | ank - G    | eneral eneral   |             |   |                          |
|    | a. | Ver        | rtical, self-supporting cylindrical shape   | _X_         |   | <del></del>              |
|    | b. | 16,        | 500 gallon capacity   | <u>×</u>    |   |                          |
|    | C. | Ма         | ximum width 168 inches  | <u>×</u>    |   |                          |
|    | d. | 24"        | manway  | <u>_×</u>   |   |                          |
|    |    | i.         | Neoprene gasket or equal  | <u>×</u>    | <del></del>                             |                          |
|    |    | ii.        | Located on tank side wall, 18" from floor of tank to bottom of manway   | <u>x</u>    | <del></del>                             |                          |
|    | e. | 3 ir       | nch vent fitting at the top of the tank   |             |   | ·                        |
|    | f. |            | nimum of 3 tie downs mounted on top or side of tank, fficient to anchor empty tank to the ground in high winds. |             | *************************************** |                          |
| 2. | F  | or poly    | ethylene constructed tank   |             |   |                          |
|    | a. | Sha        | all meet ASTM-D-1998-96   |             | <del></del>                             |                          |
|    | b. | Rot<br>equ | tationally molded, one piece seamless construction or ual   | <del></del> |   |                          |
|    | C. | Tre        | eated for long term resistance to ultraviolet radiation   |             |   |                          |
|    | d. | Ор         | enings cut and deburred prior to installing fittings  | <del></del> |   |                          |
|    | e. | Liq<br>tan | uid level inside the tank shall be visible from outside the k   |             |   |                          |
|    |    | i.         | Gallonage markings on the outside of the tank at 2,000 gallon intervals   |             |   | <del></del>              |
|    | f. | Inle       | et / outlet fitting   |             |   |                          |
|    |    | i.         | 3 inch stainless steel compression type   | <del></del> |   |                          |
|    |    | ii.        | Neoprene gasket or equal  |             |   |                          |
|    |    | iii.       | Located on the tank wall 10 inches up from the bottom of the tank   |             |   |                          |

FIRERRIAS STRUCTURES

RFB 830-32/44-15-050, Storage Tank, Vertical, 16,500 Gallon

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|  |   |   | COMPLY<br>YES NO |            | SPECIFICATION DEVIATIONS   |  |  |
|--|---|---|------------------|------------|--|--|--|
|  |   |   | 163              | NO         | DEVINIONS  |  |  |
| g.   | Dra   | in fitting  |                  |            |  |  |  |
|  | i.  | 3 inch stainless steel compression type   |                  |            |  |  |  |
|  | ii.   | Neoprene gasket   |                  |            |  |  |  |
|  | iii.  | Located on the tank wall as close to the floor of the tank as possible  |                  |            | <del></del>  |  |  |
|  | iv.   | Capable of draining entire contents of the tank to remove residue and sediment from the floor of the tank   |                  |            |  |  |  |
| h.   | Re-   | circulation/agitation fitting   |                  |            |  |  |  |
|  | i.  | 3 inch stainless steel compression type   |                  |            |  |  |  |
|  | ii.   | Neoprene gasket or equal  |                  |            |  |  |  |
|  | iii.  | Located on the tank wall 5 feet up from the bottom of<br>the tank 2 feet to the right side of the tank inlet/outlet<br>fitting                                |                  |            |  |  |  |
| i  | _   | plass constructed tanks   | - 6              |            |  |  |  |
| a.   | a. Filament-wound tanks shall meet ASTM-D-3299-95, Type 1, Grade 1 or 2   |   | <u>×</u>         |            |  |  |  |
| b.   | Con<br>or 2   | tact-molded tanks shall meet ASTM-D-4097-95, Grade 1  | <del>×</del>     |            |  |  |  |
| c. Treated for long term resistance to ultraviolet radiation |   |   | <del></del>      |            |  |  |  |
| d.   | d. Site tube – shall consist of (2) 2" reinforced fiberglass bulkhead compression fittings with neoprene gaskets, one at 18" above ground and the other at highest point on side of tank directly above lower fitting. Pipe fittings to be made of brass or stainless steel. Lower connection of sight tube to include a 2" brass or stainless ball valve to block off liquid from entering sight tube in the event of a tube failure. Bushings to reduce from 2" pipe to 1" barb connection must be brass or stainless to withstand freezing temps. Double clamps are to be used to fasten clear anhydrous ammonia hose to barbed fittings on both ends of sight tube. All pipe fittings must be assembled with Rectorseal® #5 Slow Dry, Soft Set, Yellow pipe thread sealant – no exceptions. See attachment for Sight Tube Build of Materials (BOM), picture of pipe thread sealant, and design of sight tube assembly |   |                  |            | SIGHT TOBE TO BE<br>SHIPPED UNINSTALL<br>TO PREVENT DAMAG<br>DURING SHIPPING |  |  |
|  | i.  | 1" diameter anhydrous ammonia hose or equal extreme cold durable hosing - starting 18 inches up from the bottom of the tank extending to the top of the tank. | <u>X</u>         |            |  |  |  |
|  | ii.   | Fixed to side wall every 2 feet to protect against weather damage   | <u> </u>         |            |  |  |  |
|  | BIDDER  | A Maly RFB 830  | )-32/44-1        | 5-050, Sto | orage Tank, Vertical, 16,500 Gallon<br>Page 7 of 10                          |  |  |

|    |          |  | COMPLY<br>YES NO | SPECIFICATION DEVIATIONS                |
|----|----------|--|------------------|---|
|    | iii.     | Gallonage markings on the outside of the tank at 2,000 gallon intervals  |                  |   |
| e. | Inle     | t / outlet fitting   | <u> </u>         |   |
|    | İ.       | 3 inch reinforced fiberglass bulkhead compression type   | <u>×</u>         |   |
|    | ii.      | Neoprene gasket or equal   | <del>_</del>     |   |
|    | iii.     | Located on the tank wall 10 inches up from the bottom of the tank  |                  |   |
| f. | Drai     | in fitting   |                  |   |
|    | i.       | 3 inch reinforced fiberglass bulkhead compression type   | <u>×</u>         |   |
|    | ii.      | Neoprene gasket or equal   | _x               | • · · · · · · · · · · · · · · · · · · · |
|    | iii.     | Located on the tank wall as close to the floor of the tank as possible   | <u>×</u> —       |   |
|    | iv.      | Capable of draining entire contents of the tank to remove residue and sediment from the floor of the tank                          | <u>×</u>         |   |
| g. | Re-      | circulation/agitation fitting  | <b>*</b>         |   |
| •  | i.       | 3 inch reinforced fiberglass bulkhead compression type   | <u>×</u>         |   |
|    | ii.      | Neoprene gasket or equal   | <u>×</u>         |   |
|    | iii.     | Located on the tank wall 5 feet up from the bottom of<br>the tank 2 feet to the right side of the tank inlet/outlet<br>fitting     | _X               | <del></del>                             |
| V  | Narranty | •  |                  |   |
| r  | eplacem  | urers 5 year full warranty (NO EXCEPTIONS) - any<br>ent or repairs shall be done at no cost to the Department<br>I warranty period | <u>*</u>         |   |

The tank shall be delivered as an assembled unit, unloaded and set up at the permanent location site by vendor, and be ready to be plumbed into the existing pump system for immediate use.

BIDDER SULLES STRUCTURES

4.

RFB 830-32/44-15-050, Storage Tank, Vertical, 16,500 Gallon

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### ATTACHMENT A:

Sight Tube Materials List and Design and Required Thread Sealant:

# All pipe fittings to be brass or stainless steel construction\*

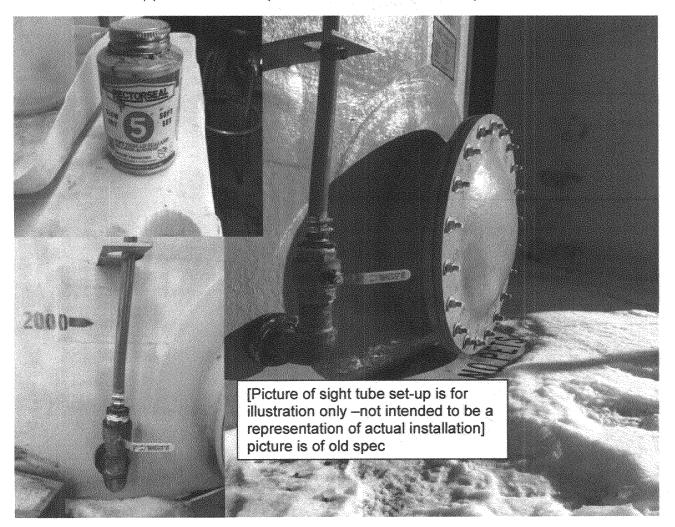
- (3) 2" x 4" length nipple, MPT
- (2) 2" x 2" 90 degree elbow, FPT
- (1) 2" ball valve, FPT
- (2) 2" to 1" reducer bushing
- (2) 1" MPT to 1" barb for hose connection
- (4) Hose clamps (worm gear style)
- Approximately 20' 1" anhydrous ammonia hose or other clear hose capable of extreme temperature exposure

\*different combinations of pipe fittings may be used to obtain the same configuration, However, 2" a diameter must be maintained from lower inlet through the ball valve to prevent sludge from building up and blocking sight tube operation.

## Thread Sealant for all pipe connections:

• RectoRseal® Number 5 soft set thread sealant

NDDOT has found this pipe thread sealant to perform the best in extreme cold temperatures.



|     | RFB 830-32/44-15-050, | Storage Tank, | Vertical, | 16,500 Gallon |
|-----|-----------------------|---------------|-----------|---------------|
| DER |                       | •             |           | Page 9 of 10  |

# **BID RESPONSE**

| MAKE: _                                  |                                 |                                      | MODEL:  |  |
|--|---------------------------------|--------------------------------------|---|--|
| Item<br>No.                              | Qty.                            | Unit                                 | Detailed Specifications   | Unit Price   |
| 16,500 G                                 | SALLON VE                       | RTICAL                               | STORAGE TANK  |  |
| The awa                                  | rd will be bas                  | sed on lo                            | w bid to furnish and deliver and set up the tank to the follow  | ving location:                                       |
| 1  | 1                               | EACH                                 | FOB-NDDOT MINOT DISTRICT SHOP<br>1305 HIGHWAY 2 BYPASS EAST<br>MINOT, ND 58701-7922   | \$15,340,00  |
| 2  | 1                               | EACH                                 | FOB-NDDOT PARSHALL SECTION<br>7198 38 <sup>TH</sup> STREET NW<br>PARSHALL, ND 58770   | \$ 15,160,00   |
| 3  | 1                               | EACH                                 | FOB-NDDOT BEULAH SECITON<br>1812 COUNTY ROAD #21<br>BEULAH, ND 58523  | \$ 15,178,00   |
| 4  | 1                               | EACH                                 | FOB-NDDOT RICHARDTON SECTION<br>115 D STREET SOUTH<br>RICHARDTON, ND 58652  | \$ 15,178.00   |
|  | OPTION 1:                       | Hold Fi                              | rm Price of Item No. 1 Less Freight   |  |
|  |                                 |                                      | cember 31, 2015 for any potential future purchases.<br>eight and set-up costs will be negotiated with vendor upon e                     | exercising this option.                              |
| 5  | Unknown<br>At this EACH<br>time |                                      | Ann NDDOT I costion to be determined  | YES NO   |
|  |                                 | EVCH                                 |   | X  |
|  |                                 | Any NDDOT Location to be determined. | \$17,947,00   |  |
| this conti                               | ract. The con                   | tractor sh                           | contractor must provide a dedicated customer service represent all notify the Procurement Officer in the event the represent the Conkey | resentative to provide support fontative is changed. |
| BUSINE                                   | SS NAME: _                      | FIE                                  | BERGLASS STRUCTURES, INC.   |  |
| MAILING ADDRESS: P.O. Box 206            |                                 |                                      |   |  |
| CITY & STATE: LAUREL, MY ZIP CODE: 59044 |                                 |                                      |   |  |
|  | NUMBER:                         |                                      | 578-8708 TOLL FREE:   |  |

RFB 830-32/44-15-050, Storage Tank, Vertical, 16,500 Gallon Page 10 of 10

406-678-7480 E-MAIL: Jon. mcconkey P. 14m-frp. com

**BIDDER** 

FAX NUMBER: