

North Dakota Department of Transportation
REQUEST FOR BID

NDDOT Contract # 50162016

Bid Number: 760-51-16-050	Bid Opening Date & Time: 11/15/2016 02:00 PM
Items: Wheel Loader, AWD, 4 YD & 2.5 YD	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: 11/20/2016 TO 09/30/2017	Date Prepared: 10/27/2016

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 ASC Construction Equipment USA, Inc		
Mailing Address 750 Yegen Rd. Bismarck, ND 58504		
Telephone Number 701-250-4882	Fax Number 701-250-7017	E-mail Address john.vanpatton@ascvolvo.com

Shawn Sweet VP and COO

Name & Title (Type or Print)

Signature

Date

Nov. 10 / 16

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 – 760-51-16-050
BID OPENING DATE/TIME – November 15, 2016; 2:00 PM
N. D. DEPT. OF TRANSPORTATION
PROCUREMENT SECTION
608 E BOULEVARD AVE
BISMARCK ND 58505-0700

BIDDERS INSTRUCTIONS

1. **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>.
2. **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.
3. **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.
4. **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.
5. **Bid Held Firm.** Bids are not awarded at the bid opening. Bid responses will be firm for 30 days, unless stated otherwise.
6. **Bid Opening.** All sealed bids received by the NDDOT Procurement Office will be opened and read at 608 East Boulevard Avenue, Bismarck, North Dakota, at the time specified in the solicitation. Interested parties are invited to attend the bid opening.
7. **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.

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

- Review all instructions, terms and conditions, and specifications to ensure your bid response complies?
- Prepare your price in the specified unit of measure, F.O.B. Destination, Freight Prepaid to the delivery location listed on the cover sheet?
- Indicate whether you can meet the delivery date indicated on the cover sheet?
- Sign your bid response on the cover sheet?
- Initial all changes and corrections?
- Submit any required samples or enclosures, if applicable?
- Mark the envelope as indicated above?
- Review and complete all requirements contained in this solicitation to ensure compliance.

9. **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 8, 2016. (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.

10. **Corrections.** The bidder's authorized representative must initial any corrections and alterations (i.e. erasures, whiteouts, correction tape, etc.) made to the bid response. Those bid responses with corrections and alterations that are not initialed are subject to confirmation by the Procurement Officer.

11. **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.

12. **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. Bids may be faxed to a third party who will put it in a properly-addressed envelope and deliver it to the NDDOT Procurement Office before the date and time specified in the solicitation.

13. **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).

14. **Indemnification.** Bidders must review the attached Risk Management Appendix for indemnification and insurance requirements. The indemnification and insurance provisions are incorporated and made part of this solicitation and the resultant final contract. Objections to any of the provisions of the indemnification and insurance requirements must be made in writing to the attention of the Procurement Officer by the time and date set for receipt of questions. No alteration of these provisions will be permitted without prior written approval from the Purchasing Agency or Entity in consultation with the North Dakota Risk Management Division. Upon receipt of the Notice of Award, the successful bidder must obtain the required insurance coverage and provide the Procurement Officer with proof of coverage prior to contract approval. The coverage must be satisfactory to the Purchasing Agency or Entity, in consultation with the North Dakota Risk Management Division. A bidder's failure to provide evidence of insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

15. **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.

16. **Minor Informalities.** The State reserves the right to waive minor informalities in bid responses in accordance with N.D.A.C. 4-12-10. Minor informalities are insignificant omissions or nonjudgmental mistakes that are matters of form rather than substance, evident from the bid document, with a negligible effect on price, quantity, quality, delivery, or contractual conditions that can be waived or corrected without prejudice to other bidders.

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. **New Equipment and Materials.** Unless otherwise indicated in the detailed specifications of this solicitation, all equipment and materials shall be new and under current production for use in the United States.

20. **Open Records.** After the bid opening, 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.

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

22. **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.

23. **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.

24. **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.

25. **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. Notice of award will be issued only to those bidders who submitted responses to this IFB. Seven calendar days after award or issuance of the Notice of Intent to Award; it will be assumed that all interested parties knew or should have known all the facts surrounding the award.

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

- The bid response is not legible.
- The bid response is not completed as requested.
- The bid response is faxed to the procurement office.
- The bid response is not responsive to the specifications or other requirements of the solicitation.
- The bid response is received after the time and date specified.
- The bidder has not met Vendor Registration requirements or is suspended or debarred.
- The bid document has been altered by the bidder.
- The bidder is determined to be not responsible (N.D.A.C. 4-12-11-04).

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. **Specifications, Brand Name or Equivalent.** Unless otherwise indicated in the detailed specifications of this solicitation, the use of a specific brand name or make/model is for illustrative purposes only, and the State will consider equivalent products. If a commodity or service put forth by a bidder is rejected as not being equivalent, the Procurement Officer will notify the bidder of the rejection.

29. **Specifications, Compliance.** All bids submitted in response to this Invitation for Bid must comply with the specifications contained herein, and the successful bidder will be held responsible. Noncompliance with specifications is grounds for rejection of the bid response. Bidders who desire to submit commodities or services that deviate from these specifications or have any objections to the specifications stated 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.

30. **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.

31. **Taxes.** The State does not pay sales tax or federal excise tax. The state sales tax exemption number is E-2001. The federal tax-free transaction number is 45-70-0010K. The Purchasing Agency will furnish a tax exempt certificate upon request.

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

Placement on the bidders list does not guarantee a bidder will receive notice of every formal solicitation.

Bidders must maintain current information by submitting a Notice of Change form to the State Procurement Office (Fax 701-328-1615). Visit the website for forms: www.nd.gov/spo/vendor.

33. **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.

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

GENERAL CONTRACT TERMS AND CONDITIONS

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

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

3. **Billing and Payment Procedures.** Purchase orders 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.

4. **Binding Contract.** The acceptance of a bid response in writing by the purchasing agency constitutes a contract between the bidder and the State. Written acceptance from the purchasing agency 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.

5. **Compliance with Laws.** The contractor must, in performance of work under this contract, fully comply with all applicable federal, state or local laws, rules, regulations and policies, including those relating to nondiscrimination, affirmative action, accessibility and civil rights including Title VI of the Civil Rights Act of 1964. The contractor agrees to file all required reports on time, to make required payroll deductions, and to pay all taxes and premiums owed on time, including sales and use taxes and unemployment compensation and workers' compensation premiums. The contractor shall have and keep current at all times during the term of this contract all licenses and permits required by law.

6. **Contract Amendments, 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.

7. **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.

8. **Inspection and Investigations.** The State reserves the right to conduct inspections and investigations related to the bidder and offered commodities or services, including but not limited to the firm, its facility, personnel, qualifications, and the commodities and/or services offered to make determinations regarding compliance with the bid requirements and responsibility of the bidder.

9. **Materials and Workmanship.** All material and workmanship shall be subject to inspection and testing at the discretion of the purchasing agency either at the point of manufacturer, place of storage, or upon receipt.

10. **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.

11. **Subcontracts, Assignment.** The contractor shall not subcontract, assign or transfer the contractor's interests or duties under this contract without express written consent of the purchasing agency. However, the contractor may enter into subcontracts provided that any such subcontractor acknowledges the binding nature of this contract and incorporates this contract, including any attachments. The

contractor is solely responsible for the performance of any subcontractor. The contractor shall not have the authority to contract for or incur obligations on behalf of the State.

12. **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.

13. **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: Brandon Thigpen
(Name of person servicing this contract)

BUSINESS NAME: ASC Construction Equipment USA, Inc.

MAILING ADDRESS: 750 Yegen Rd.

CITY & STATE: Bismarck, ND ZIP CODE: 58504

PHONE NUMBER: 701-250-4882 TOLL FREE: _____

FAX NUMBER: 701-250-7017 E-MAIL: brandon.thigpen@ascvolvo.com

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
SPECIFICATIONS
FOR
FOUR-WHEEL-DRIVE ARTICULATED WHEEL LOADER, 4 CY CAPACITY
(Case 821E, Cat 950M, John Deere 644K, Komatsu WA380-7, New Holland W190B, Volvo L110H,
Doosan DL300 OR PRE-APPROVED EQUAL)**

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 within the specifications.

The intent of this specification is to describe a four-wheel-drive articulated wheel loader. The wheel loader will be used for both summer and winter maintenance activities. The wheel loader shall be capable of loading a tandem axle dump truck with top tail extensions. The wheel loader shall be new/unused and standard production of the latest model with standard accessories and in addition meet all of the following minimum specifications:

Pre-approved models must meet all specification requirements.

		COMPLY YES	NO	SPECIFICATION DEVIATIONS
1) Engine				
a)	Liquid-cooled, turbocharged 5 or 6 cylinder diesel, 190 Net HP minimum, 700 Net ft-lb torque at rated RPM as per SAE J1349, Tier 4 interim or greater EPA compliancy with use of DEF. Engines meeting T4i emissions rating by use of mass EGR only will not be accepted	✓		
b)	Cold weather starting aid	✓		
c)	Air cleaner with Turbo II or manufacturer's equal precleaner and restriction indicator. Manufacturer's equal precleaner shall be approved by the NDDOT	✓		
d)	Spin-on throw-away type oil filter	✓		
e)	Engine block heater 550 watt	✓		
f)	Antifreeze to -40 degrees F, Extended Life Coolant	✓		
g)	Fuel tank capacity, 70 gallons	✓		
h)	OEM factory installed fuel heater water separator. If not available from the factory the dealer must provide and install a Davco 382, Parker/Racor 800 or approved equal (specify what you are providing)	✓		Factory
2) Transmission				
a)	Full power shift with torque converter drive with lockup mode	✓		
b)	4 speeds forward and 3 reverse	✓		4 Reverse
c)	Forward speed, 22 MPH	✓		

		COMPLY		SPECIFICATION DEVIATIONS
		YES	NO	
d)	Reverse speed, 13 MPH	✓		
e)	Joystick and or Column-mounted speed and direction control, joystick thumb control is preferred	✓		
f)	Automatic transmission control, torque/load sensing	✓		
3) Electrical				
a)	24 volt ignition and starting system	✓		
b)	Battery two 900 CCA	✓		
c)	60 amp alternator minimum	✓		
d)	Remote jump start location at ground level	✓		
e)	Lights - All lights, where applicable, shall be factory installed LEDs, if available. Warning lights shall be Whelen	✓		
i)	Roading lights - front and rear lights, including tail lights and turn signals.	✓		
ii)	Signal light control located adjacent to steering wheel or at operator console	✓		
iii)	Emergency flashers	✓		
iv)	Front and rear halogen or LED working lights	✓		
v)	Whelen NDDOTSY2 Mini Freedom warning light system. The system shall be operated by 12VDC. Final mounting shall be approved by the NDDOT – Whelen cab top strobe light, rear strobe lights and housings and flasher module will be provided to awarded vendor by NDDOT for installation	✓		
(1)	Cab mount warning light mounting shall be approved by the NDDOT. A lighted on/off switch shall be installed in the cab	✓		
(2)	The two rear LED's shall be mounted to the side of the engine/radiator hood area and wired to the same lighted on/off switch as the cab mounted warning light. Two rear LED warning lights to be synchronized to cab top light via provided flasher module from Whelen. The final mounting shall be approved by the NDDOT	✓		
(a)	Solder and heat shrink connections for warning lights	✓		
(b)	This warning light system will need a 20amp 12 volt power source supplied by the machine either through a factory installed power converter or if needed the dealer can install an appropriate inverter for the 12 volt power source.	✓		

	COMPLY YES	NO	SPECIFICATION DEVIATIONS
f) Back up alarm - self adjusting sound level, 82 thru 102 decibels, lifetime warranty, ECCO SA931, or approved equal	✓		
4) Frame/Chassis			
a) Engine side panels or flip up hood	✓		
b) Fenders front and rear to keep mud and other material off of cab	✓		
i) Full coverage rear fenders – largest coverage fender available from manufacturer	✓		
c) Operator entry platform with safety grab handles	✓		
d) Maximum rear factory installed counter weights to accommodate the loaded bucket, weight pack shall have a towing eye	✓		
e) Tool box, hasp type lockable for exterior mount	✓		
5) Drive			
a) Four-wheel drive system	✓		
b) Front drive limited slip axle preferred. The NDDOT will consider differential lock if limited slip is not available. Specify what you are providing in the deviations line	✓		Manual Locking Diff
c) Rear drive limited slip axle preferred. The NDDOT will consider differential lock if limited slip is not available. Specify what you are providing in the deviations line	✓		Limited Slip
6) Radial Tires			
a) 23.5-R25 L3, must be no wider than the factory bucket	✓		
b) Michelin SnowPlus®, Bridgestone SnowWedge® or approved similar snow grip type tire. Please indicate tread in comments	✓		Michelin Snow Plus
7) Brakes			
a) Four-wheel power hydraulic wet-disc type, self-adjusting	✓		
b) Parking brake with warning device. Spring applied, hydraulic release	✓		
c) Parking brake when engaged shall neutralize the transmission	✓		
8) Hydraulic Components			
a) Operating capacity all pumps total 63 GPM	✓		
b) 10 micron filter	✓		
c) All weather hydraulic fluid	✓		

		COMPLY YES	NO	SPECIFICATION DEVIATIONS
d)	Double acting cylinders with hardened chrome plated rods, nitrated rods preferred	✓		
e)	Low effort joystick with detents for float, raise, lower, and curl/return to dig	✓		
f)	Two spool, single joystick boom and bucket control, NO EXCEPTIONS	✓		
g)	Dual-acting 3rd valve, actuated by auxiliary control lever or thumb activated switch, ½" pioneer quick-coupler with covers or plugs plumbed to midpoint of boom	✓		
9)	Steering			
a)	Full hydraulic-power steering-articulated frame	✓		
b)	Adjustable steering column	✓		
10)	Cab			
a)	Fully enclosed pressurized cab, noise and vibration reduction, all weather SAE ROPS cab with certification sticker	✓		
b)	Windshield wipers and washers, front and rear with delay function	✓		
c)	Rear window with full wiper—wiper must clean adequate area to see rear tires	✓		
d)	Factory-installed air conditioning, R134a	✓		
e)	Heater	✓		
i)	Defroster vents with ducting and adjustable louvers to keep all windows clear (defrosting windows solely with in-cab circulating fan not acceptable)	✓		
ii)	Filtered fresh-air intake	✓		
f)	Interior cab light(s) sufficient enough to illuminate entire cab interior	✓		
g)	Mirrors	✓		
i)	Two exterior flat face, one each side fully adjustable not less than 60 sq in each, electrically defrosted with lighted on/off switch located in cab	✓		
ii)	One interior, rear panoramic view, 4" x 8"	✓		
h)	Tinted safety glass	✓		
i)	Deluxe air cushioned cloth driver's seat, rated capacity of 300 pounds with suspension, 3-way adjustable, flip-up arm rests, and padded back rest	✓		

		COMPLY		SPECIFICATION
		YES	NO	DEVIATIONS
j)	SAE certified retractable seat belt	✓		
k)	Standard factory installed AM-FM radio, if other describe in "deviations" line	✓		
l)	Two 12V auxiliary power outlets on a minimum of 15 amp fused circuit each located inside of cab	✓		
m)	Rubber floor mat	✓		
11)	Instrumentation / Engine Monitoring System shall be in the clear view of the operator, including but not limited to:			
a)	Hour meter (shall not mark time without engine running)	✓		
b)	Must have an engine shut down system to protect the machine from major failures	✓		
c)	Ammeter/voltmeter	✓		
d)	Fuel level gauge or LCD display	✓		
e)	Coolant temperature gauge or LCD display	✓		
f)	Torque converter oil temperature	✓		
g)	Transmission oil temperature	✓		
h)	Engine oil pressure gauge or LCD display	✓		
i)	Factory rearview camera system, to operate automatically and manually with minimum 7" LCD dimmable display.	✓		
12)	Loader/Bucket			
a)	Z-bar or equal type linkage	✓		
b)	Standard size general purpose bucket with bolt on hardened cutting edge installed, size close as possible to SAE heaped capacity 4.0 CY, struck capacity 3.5 CY	✓		
i)	Wider than width over tires	✓		
ii)	Replaceable heel wear plates/skid shoes installed	✓		
c)	Self-leveling throughout lift	✓		
d)	Automatic return to dig, and height control	✓		
e)	Factory installed ride control	✓		
f)	Boom to have float position	✓		
g)	Greasable pivot points	✓		

		COMPLY		SPECIFICATION DEVIATIONS
		YES	NO	
h)	Greasing banks to combine grease points into one location. The loader may have several grease banks as long as they are placed in an easy to access location and are placed logically. This shall apply to all grease fittings except those on rotating parts	✓		
	i) If the grease bank is not a standard option from the manufacturer and must be installed by the bidder, the grease hose tubing shall be Parker Paraflex Hytron HLB02, 1/8" ID, 3,000 PSI rated or equal. The fittings shall be 1/8" straight and/or 1/8" swivel from Parker or equal.	✓		
13) Coupling device				
a)	Rylind hydraulic LH horizontal pin lock quick coupler system operated from the cab, compatible with current attachments	✓		
b)	One female blank installed on bucket	✓		
c)	One male blank installed on loader	✓		
14) Performance				
a)	SAE breakout force 30,000 lbs	✓		
b)	SAE tipping load, straight, 26,500 lbs	✓		
c)	SAE tipping load, 40 degree turn, 23,000 lbs	✓		
d)	Dumping pin height, 12'-9"	✓		
e)	Dig depth, 1.2"	✓		
f)	Bucket reach at full height with 45 degree dump, 41"	✓		
g)	Bucket roll back at ground, 35 degrees	✓		
h)	Dump angle at full height, 45 degrees	✓		
i)	Raise with rated bucket load, Maximum 6.4 seconds	✓		
j)	Dump with rated bucket load, Maximum 2.2 seconds	✓		
k)	Lower empty bucket	✓		
i)	Float down, Maximum 4.5 seconds	✓		
ii)	Power down, Maximum 5.0 seconds	✓		
15) Size				
Operating weight with maximum factory-installed counterweights, full fluids, and 175 pound operator, 38,000 lbs. minimum		✓		

	COMPLY YES	NO	SPECIFICATION DEVIATIONS
16) Manuals/parts information- (NOTE: Please provide two copies on CD-ROM if available.) Vendor shall provide all of the following for the machine and any aftermarket equipment	✓		
a) 2 Operator manuals per machine	✓		
b) 2 Part's books per delivery location	✓		
c) 2 Technical repair manuals per delivery location	✓		
d) In-cab protective storage	✓		
e) The successful bidder will be required to furnish all the applicable serial numbers, parts numbers, and parts descriptions for the department's equipment management system. A copy of the data required for the equipment management system will accompany the purchase order. A copy of the data requested is available from the Maintenance and Engineering Services Division 701-328-3225	✓		
f) Vendor and parts list of non-factory installed parts that are not listed in the parts book shall be provided (such as lighting, and other aftermarket items)	✓		
17) Paint			
Manufacturer's standard paint	✓		
18) Standards			
Unit shall meet OSHA standards	✓		
19) Training			
A minimum of 4 hours of familiarization training shall be given to delivery location to ensure proper, efficient, and safe usage of the wheel loader. The training at a minimum should include, but not limited to, safety, preventative maintenance checks, and operation. Must schedule and complete within 30 days of delivery	✓		
20) Warranty			
a) One year full warranty - Manufacturer's standard warranty shall apply if it is for a longer period	✓		
b) 3,000 hour or 60 month drive train warranty - Manufacturer's standard warranty shall apply if it is for a longer period	✓		
c) The successful bidder or manufacturers authorized service facility shall be fully responsible for any applicable delivery, pick-up, and(or) site visit costs associated with warranty work throughout the warranty period	✓		

COMPLY
YES NO

SPECIFICATION
DEVIATIONS

21) Delivery

- a) Machine shall be delivered and invoiced before June 30, 2017
(critical, no exceptions)



The wheel loader shall be delivered as a complete unit ready for operation. The wheel loader shall be delivered free of any defects due to shipping or workmanship. Product literature should be submitted with the bid.

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
SPECIFICATIONS
FOR
FOUR-WHEEL-DRIVE ARTICULATED WHEEL LOADER 2.5 CY CAPACITY
(CASE 621F, CAT 926M, CAT 924K, DEERE 524K, VOLVO L60G, OR PRE-APPROVED EQUAL)**

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 within the specifications.

The intent of this specification is to describe a four-wheel-drive articulated wheel loader. The wheel loader will be used for both summer and winter maintenance activities. The wheel loader shall be capable of loading a tandem axle dump truck with top tail extensions. The wheel loader shall be new/unused, standard production of the latest model with standard accessories and in addition meet all of the following minimum specifications:

Pre-approved models must meet all specification requirements.

	COMPLY YES	NO	SPECIFICATION DEVIATIONS
1) Engine			
a) Liquid cooled, 6 cylinder turbocharged diesel, Minimum 140 Net HP, 500 Net ft-lb torque at rated RPM as per SAE J1349, Interim Tier IV or greater EPA emissions regulations with or without DEF after treatment.	✓		
b) Cold weather starting aid	✓		
c) Air cleaner with Turbo II or manufactures equal pre cleaner and in-cab restriction indicator – Manufacture's equal shall be approved	✓		
d) Spin-on throw-away type oil filter	✓		
e) Engine block heater 550 watt	✓		
f) Antifreeze to -40 degrees F, Extended Life Coolant	✓		
g) Fuel tank capacity, 51 gallons minimum	✓		
h) OEM factory installed fuel heater water separator. If not available from the factory the dealer must provide and install a Davco 382, Parker/Racor 800 or approved equal (specify what you are providing in the deviations line)	✓		Factory
i. After market fuel heater must be installed using all crimped hose connections	✓		
2) Transmission			
a) Full power shift with torque convertor, or 4spd hydrostatic drive	✓		
b) 4 speeds forward and 3 reverse	✓		4 Reverse
c) Forward speed, 22 MPH	✓		

		COMPLY		SPECIFICATION DEVIATIONS
		YES	NO	
d)	Reverse speed, 13 MPH	✓		
e)	Joystick and or column-mounted speed and direction control, joystick thumb control is preferred	✓		
f)	Automatic transmission control, torque/load sensing – may omit if equipped with hydrostatic transmission	✓		
3) Electrical				
a)	24 volt ignition and starting system	✓		
b)	Battery two 680 CCA	✓		
c)	80 amp alternator	✓		
d)	Master battery disconnect switch	✓		
e)	Remote jump start location at ground level	✓		
f)	Lights – Brake, Turn, Backup (if applicable) shall be LED. Warning light system shall be Whelen or approved equal	✓		
i)	Roading lights – front and rear lights, including LED tail lights, LED turn signals. Warning Lights shall be Whelen LED's or approved Equal	✓		
ii)	Signal light control located adjacent to steering wheel or at operator console	✓		
iii)	Emergency LED flashers	✓		
iv)	Front and rear halogen or LED working lights	✓		
v)	Whelen NDDOTSYS2 12 Volt warning light system, light to be provided by NDDOT and installed by awarded vendor prior to delivery.	✓		
(1)	Cab mount warning light mounting shall be approved by the NDDOT. A lighted on/off switch shall be installed in the cab.	✓		
(2)	The two rear LED's shall be mounted to the side of the engine/radiator hood area and wired to the same lighted on/off switch as the cab mounted warning light. Two rear LED warning lights to be synchronized to cab top light via provided flasher module from Whelen. The final mounting shall be approved by the NDDOT.	✓		
(a)	Solder and heat shrink connections for warning lights	✓		
g)	Back up alarm – self adjusting sound level, 82 thru 102 decibels, lifetime warranty, ECCO SA931 or approved equal	✓		

	COMPLY YES	NO	SPECIFICATION DEVIATIONS
4) Frame/Chassis			
a) Engine side panels lockable	✓		
b) Fenders front and rear to keep mud and other material off of cab, Widest rear fenders available from manufacturer to provide fullest coverage of wheels	✓		
c) Operator entry platform with safety grab handles and slip resistant steps	✓		
d) Rear maximum factory installed counter weights to accommodate the loaded bucket, weight pack shall have a towing eye and pin	✓		
e) Tool box, hasp type lockable for exterior mount, adequately sized for grease gun and other miscellaneous tools and supplies	✓		
5) Drive			
a) Four-wheel drive system	✓		
b) Front drive limited slip axle preferred. The NDDOT will consider differential lock if limited slip is not available. Specify what you are providing in the deviations line	✓		Manual Locking Diff
c) Rear drive limited slip axle preferred. The NDDOT will consider differential lock if limited slip is not available. Specify what you are providing in the deviations line	✓		Limited Slip
6) Radial Tires			
a) Largest size available, recommend 20.5-R25L2, the NDDOT prefers 20.5 tires to achieve a greater lifting height. Provide tire size in the "deviations" line	✓		20.5R25
b) Michelin SnowPlus®, Bridgestone SnowWedge® or approved similar snow grip type tire. Please indicate tread in comments	✓		Michelin Snow Plus
7) Brakes			
a) Four-wheel power hydraulic wet-disc type, self-adjusting	✓		
b) Parking brake with warning device. Spring applied, hydraulic release	✓		
i. Parking Brake, when engaged shall neutralize transmission	✓		
8) Hydraulic Components			
a) Operating capacity all pumps total 40 GPM, load sensing	✓		
b) Heavy duty oil cooler	✓		
c) Ride control for travel	✓		

		COMPLY		SPECIFICATION DEVIATIONS
		YES	NO	
d)	10 micron filter with in-cab condition indicator	✓		
e)	All weather hydraulic fluid	✓		
f)	Low effort joystick with detents for float, raise, lower, and curl/"return to dig"	✓		
g)	Double acting cylinders with hardened chrome plated rods nitrated rods preferred	✓		
h)	Two spool, single joystick boom and bucket control, NO EXCEPTIONS	✓		
i)	Dual-acting 3 rd valve, auxiliary control lever or EOH switch integrated into loader joystick, ½" pioneer quick-coupler with covers or plugs plumbed to midpoint of boom	✓		
9)	Steering			
a)	Full hydraulic-power steering-articulated frame	✓		
b)	Adjustable steering column	✓		
10)	Cab			
a)	Fully enclosed pressurized cab, noise and vibration reduction, all weather SAE ROPS cab with certification sticker	✓		
i.	Ground level door release	✓		
b)	Windshield wipers and washers, front and rear with delay function	✓		
c)	Rear window with full wiper – wiper must clean adequate area to see rear tires	✓		
d)	Factory-installed air conditioning, R134a	✓		
e)	Heater	✓		
i)	Defroster vents with ducting and adjustable louvers to keep all windows clear (defrosting windows solely with in-cab circulating fan not acceptable)	✓		
ii)	36,000 BTU heater	✓		
iii)	Filtered fresh-air intake	✓		
f)	Interior cab light(s) sufficient enough to illuminate entire cab interior	✓		
g)	Mirrors	✓		
i)	Two exterior flat face, one each side fully adjustable not less than 60 sq in each, electrically defrosted with lighted on/off switch located in cab	✓		

		COMPLY		SPECIFICATION
		YES	NO	DEVIATIONS
	ii) One interior, rear panoramic view, 4" x 8", or equal	✓		
	h) Tinted safety glass	✓		
	i) Deluxe air ride cloth driver's seat, rated capacity of 300 pounds with adjustable air suspension, 3-way adjustable, flip-up arm rests, and padded back rest	✓		
	j) SAE certified retractable seat belt	✓		
	k) Standard factory installed AM-FM radio, if other describe in "deviations" line	✓		
	l) Two 12V auxiliary power outlets on a minimum of 15 amp fused circuit each located inside of cab	✓		
	m) Rubber floor mat	✓		
11)	Instrumentation / Engine Monitoring System shall be in the clear view of the operator, including but not limited to:			
	a) Must have an engine shut down system to protect the machine from major failures	✓		
	b) Hour meter (shall not mark time without engine running)	✓		
	c) Ammeter/voltmeter	✓		
	d) Fuel level gauge or LCD display	✓		
	e) Coolant temperature gauge or LCD display	✓		
	f) Transmission oil temperature	✓		
	g) Engine oil pressure gauge or LCD display	✓		
	h) Rearview Camera System, to operate automatically and manually with minimum 7" LCD dimmable display.	✓		
12)	Loader/Bucket			
	a) Z-bar or equal type linkage	✓		
	b) Standard size general purpose bucket with installed bolt on hardened cutting edge, size close as possible to SAE heaped capacity 2.5 to 3 CY, struck capacity 2.0 CY	✓		
	i) Wider than width over tires	✓		
	ii) Replaceable heel wear plates/skid shoes	✓		
	c) Self-leveling throughout lift	✓		
	d) Automatic return to dig, and height control	✓		

		COMPLY		SPECIFICATION DEVIATIONS
		YES	NO	
e)	Factory installed ride control	✓		
f)	Boom to have float position	✓		
g)	Greaseable pivot points	✓		
h)	Greasing banks to combine grease points into one location. The loader may have several grease banks as long as they are placed in an easy to access location and are placed logically. This shall apply to all grease fittings except those on rotating parts	✓		
i)	If grease bank is not a standard option from the manufacturer and must be installed by the bidder, the grease hose tubing shall be Parker Paraflex Hytron HLB02, 1/8" ID, 3,000 PSI rated or equal. The fittings shall be 1/8" straight and/or 1/8" swivel from Parker or equal. If additional information regarding this spec item is needed contact the Maintenance Division 701-328-2565	✓		
13) Coupling device				
a)	Rylind hydraulic LH horizontal pin lock quick coupler system operated from the cab, compatible with current attachments	✓		
b)	One female blank installed on bucket	✓		
c)	One male blank installed on loader	✓		
14) Performance				
a)	SAE breakout force 16,600 lbs	✓		
b)	SAE tipping load, straight, 18,000 lbs	✓		
c)	SAE tipping load, 40 degree turn, 15,917 lbs	✓		
d)	Dumping pin height, 149"	✓		
e)	Dig depth, 2"	✓		
f)	Bucket reach at full height with 45 degree dump, 38"	✓		
g)	Bucket roll back at ground, 39 degree	✓		
h)	Dump angle at full height, 45 degree	✓		
i)	Raise with rated bucket load, Maximum 6.3 seconds	✓		
j)	Dump with rated bucket load, Maximum 2.3 seconds	✓		
k)	Lower empty bucket	✓		
i)	Float down, Maximum 4.8 seconds	✓		
ii)	Power down, Maximum 5.0 seconds	✓		

		COMPLY YES	NO	SPECIFICATION DEVIATIONS
15) Size				
	Operating weight with maximum factory-installed counterweights, full fluids, and 175 pound operator, 26,000 lbs. minimum	✓		
16) Manuals/parts information-	(NOTE: Please provide two copies on CD-ROM if available.) Vendor shall provide all of the following for the machines and any aftermarket equipment			
a)	2 Operators manuals per machine	✓		
b)	2 Lubrication/Maintenance manuals per machine	✓		
c)	2 Technical repair manuals per delivery location	✓		
d)	2 Part's Books per delivery location	✓		
e)	In-cab protective storage	✓		
f)	The successful bidder will be required to furnish all the applicable serial numbers, parts numbers, and parts descriptions for the department's equipment management system. A copy of the data required for the equipment management system will accompany the purchase order. A copy of the data requested is available from the Maintenance and Engineering Services Division 701-328-2565	✓		
g)	Vendor and parts list of non-factory installed parts that are not listed in the parts book (such as lighting, and other aftermarket items)	✓		
17) Paint				
	Manufacturer's standard paint and process	✓		
18) Standards				
	Unit shall meet OSHA standards	✓		
19) Training				
	A minimum of 4 hours of familiarization training shall be given to each delivery location to ensure proper, efficient, and safe usage of the wheel loader. The training at a minimum should include, but not limited to, safety, preventative maintenance checks, and operation. Must schedule and complete within 30 days of delivery	✓		
20) Warranty				
a)	One year full warranty – Manufacturer's standard warranty shall apply if it is for a longer period	✓		
b)	3,000 hour or 60 month drive train warranty – Manufacturer's standard warranty shall apply if it is for a longer period	✓		

		COMPLY		SPECIFICATION DEVIATIONS
		YES	NO	
c)	The successful bidder or manufacturers authorized service facility shall be fully responsible for any applicable delivery, pick-up, and(or) site visit costs associated with warranty work throughout the warranty period	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

21) Delivery

a)	Machine shall be delivered and invoiced before June 30, 2017 (critical, no exceptions)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
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The wheel loader shall be delivered as a complete unit ready for operation. The wheel loader shall be delivered free of any defects due to shipping or workmanship. Product literature should be submitted with the bid.

Bid Response
Item A

FOUR-WHEEL-DRIVE ARTICULATED WHEEL LOADER – 4 YD Capacity

LOADER MAKE: Volvo MODEL: L110H
PARTS/SERVICE/WARRANTY DEALER: ASC Construction Equip TELEPHONE: 701-250-4882
EMAIL: john.vanpatton@ascvolvo.com Delivery After Receipt of Order 60-90 Days

Award for Item A will be based on No. 1, plus options, less trade-in prices OR No. 2 (buyback), plus options, less trade-in prices, whichever is best value to the state. A split award between items A and B is possible.

Awarded vendor must meet minimum specifications and provide ability to furnish and deliver the loader to the following location:

Item A, No. 1

1 each FOB NDDOT Devils Lake District
316 6th ST SE
Devils Lake, ND 58301-3628

\$ 224,168.00

Item A, No. 2 Alternate: PURCHASE WITH GUARANTEED BUY BACK

Approximately 350 hours of use per year, 1,750 hours over a potential 5 year period
Successful bidder is to provide the first full scheduled maintenance at the specified delivery locations at no cost to the NDDOT, as well as provide maintenance assistance during the entire contract period, to include, but not limited to; fluid sampling, sampling containers, and fluids and filters if the NDDOT contract fluids and filters are not considered acceptable by the manufacturer. If the NDDOT contract fluids and filters are acceptable, the NDDOT will assume responsibility for the service. See the following web site for contract fluid information:

<http://www.state.nd.us/csd/spo/contracts/Html/077.htm>

The Guaranteed Buy Back agreement shall be mutually agreed upon by both the NDDOT and the successful bidder using the dealer's agreement. The NDDOT reserves the right to exercise the guaranteed buy back option.

Total bid price 4 CY Loader.....	\$ <u>224,168.00</u>
Guaranteed buy back price after 2 years or 700 hours	\$ <u>197,501.00</u>
Guaranteed buy back price after 3 years or 1,050 hours	\$ <u>180,935.00</u>
Guaranteed buy back price after 4 years or 1,400 hours	\$ <u>163,488.00</u>
Guaranteed buy back price after 5 years or 1,750 hours	\$ <u>150,334.00</u>
Total bid price less buy back price (2 years)	\$ <u>26,667.00</u>
(BASIS of AWARD for Item A, No. 2)	
Total bid price less buy back price (3 years).....	\$ <u>43,233.00</u>
Total bid price less buy back price (4 years).....	\$ <u>60,680.00</u>
Total bid price less buy back price (5 years).....	\$ <u>73,834.00</u>

Item A, No. 3, Option 1 – LOADER SCALE SYSTEM**(4.0 yd. Loader) ADD \$** 14,370.00

This item is for an on board scale system installed on the machine. The system shall have an accuracy rating of +/-2% and have an in cab easy to use monitor. The system must be capable of totalizing loads and be able to alert the operator if uneven surfaces or speeds affect the weight accuracy. The unit must also be capable of printing reports or connecting to a computer to print reports. Vendor shall provide detailed product literature with the bid. Price shall be per unit installed on the loader. Must be Load Rite or equal.

Item A, No. 4, Option 2 – AUTOMATIC GREASING SYSTEM**(4.0 yd. Loader) ADD \$** 6,804.00

This option is to include an automatic greasing system installed on the machine. **If the NDDOT exercises this option it will replace items #12. (h. and i.) in the specification.** The NDDOT is requiring a Twin EP-2 Groeneveld/CPL, Lincoln Auto Lube, or a factory installed automated greasing system. The department prefers the system be installed at the factory but if this is not available the system must be professionally installed at the dealer. The system must be installed using hydraulic hose for the main grease supply lines, have debris shielding on bucket pins and lift arms, and all welded areas prepared and finished as new. The system shall grease all fittings on the machine except rotating parts. The NDDOT will only consider a system that contains individual metering units for each lube point. If the system is not a Groeneveld/CPL, Lincoln, or factory unit the bidder must submit information to the NDDOT for approval consideration. Vendor shall provide detailed product literature with the bid. Price shall be per unit installed on the loader. If additional information regarding this spec item is needed contact the Maintenance Division 701-328-2565.

Item A, No. 5, Option 3 – Factory Installed 4th Auxiliary Hydraulic Valve on 4 Yd Machine**ADD \$** 2,000.00

This option is to include lever control in cab and all required hard lines and hoses routed to front of machine to enable operations of mounted accessories requiring a 4th hydraulic circuit, such as a snow blade/wing combination.

**Item A, No. 5, Option 4 – RE-ORDER PRICE FOR ITEM A NO. 1, LESS FREIGHT
FOUR-WHEEL-DRIVE ARTICULATED WHEEL LOADER – 4 YD Capacity****EACH \$** 224,168.00

Hold price until September 30th, 2017 for any potential future purchases.

Delivery location and Freight will be negotiated with vendor upon exercising this option.

(This price will not be used to determine award)

TRADE IN ITEMS

All proposed trades are considered to be in good working condition with normal wear and tear for usage and age, unless marked otherwise. NDDOT is not responsible for condition of trade; it is bidder's responsibility to evaluate final condition of trade. All repair history is available electronically upon request from NDDOT Maintenance Office.

Email requests to: smhauck@nd.gov.

Item A, No. 6, Option 5 – TRADE-IN KOMATSU WA250 LOADER

The NDDOT reserves the right to exercise the trade-in option

1 EACH – DEDUCT \$ 15,500.00

This unit #683 is located in the Valley City District.

Contact: Terry Duffy @ (701) 845-8802
Manufacturer: Komatsu
Model Number: WA250 2001 model
Total hours: Approximately 4555 hours
Serial #: A71464
Bucket pins are worn

Item A, No. 7, Option 6 – TRADE-IN NEW HOLLAND LW170 LOADER

The NDDOT reserves the right to exercise the trade-in option

1 EACH – DEDUCT \$ 17,000.00

This unit #692 is located in the Devils Lake District.

Contact: Bradley DePlazes @ (701) 665-5120

Manufacturer: New Holland

Model Number: LW170 2002 model

Total hours: Approximately 5021 hours

Serial # 570230

Loader has intermittent electrical problems with self-leveling bucket control.

**Bid Response
Item B**

FOUR-WHEEL-DRIVE ARTICULATED WHEEL LOADER – 2.5 YD Capacity

LOADER MAKE: Volvo MODEL: L60H
PARTS/SERVICE DEALER: ASC Construction Equipment TELEPHONE: 701-250-4882
EMAIL: john.vanpatton@ascvolvo.com Delivery After Receipt of Order 60-90 Days

Award for Item B will be based on the combined totals of No. 1-4, plus options, less trade-in prices OR No. 2 (buyback), plus options, less trade-in prices, whichever is best value to the state. A split award between items A and B is possible.

Awarded vendor must meet minimum specifications and provide ability to furnish and deliver the loader to the following location:

Item B, No. 1		
1 each	FOB NDDOT Valley City District 1524 8 th Ave SW Valley, City ND 58072-4200	\$ <u>141,566.00</u>
Item B, No. 2		
1 each	FOB NDDOT Dickinson District 1700 3 rd Ave W Suite 101 Dickinson, ND 58601-3009	\$ <u>141,566.00</u>
Item B, No. 3		
1 each	FOB NDDOT Williston District 605 Dakota Parkway W Williston, ND 58802-0698	\$ <u>141,566.00</u>
Item B, No. 4		
1 each	FOB NDDOT Fargo District 503 38 th St S Fargo, ND 58103-1198	\$ <u>141,566.00</u>

Item B, No. 5 Alternate: PURCHASE WITH GUARANTEED BUY BACK

Approximately 350 hours of use per year, 1,750 hours over a potential 5 year period
Successful bidder is to provide the first full scheduled maintenance at the specified delivery locations at no cost to the NDDOT, as well as provide maintenance assistance during the entire contract period, to include, but not limited to; fluid sampling, sampling containers, and fluids and filters if the NDDOT contract fluids and filters are not considered acceptable by the manufacturer. If the NDDOT contract fluids and filters are acceptable, the NDDOT will assume responsibility for the service. See the following web site for contract fluid information: <http://www.state.nd.us/csd/spo/contracts/Html/077.htm>
The Guaranteed Buy Back agreement shall be mutually agreed upon by both the NDDOT and the successful bidder using the dealer's agreement. The NDDOT reserves the right to exercise the guaranteed buy back option.

Total bid price-2.5 CY loader	\$ <u>141,566.00</u>
Guaranteed buy back price after 2 years or 700 hours	\$ <u>122,159.00</u>
Guaranteed buy back price after 3 years or 1,050 hours	\$ <u>111,247.00</u>

Guaranteed buy back price after 4 years or 1,400 hours	\$ 99,792.00
Guaranteed buy back price after 5 years or 1,750 hours	\$ 91,078.00
<hr/>	
Total bid price less buy back price (2 years)	\$ 19,407.00
(BASIS of AWARD for Item B, No. 5)	
Total bid price less buy back price (3 years).....	\$ 30,319.00
Total bid price less buy back price (4 years).....	\$ 41,774.00
Total bid price less buy back price (5 years).....	\$ 50,488.00

Item B, No. 6, Option 1 - LOADER SCALE SYSTEM (2.5 yd. Loader) ADD \$ 14,370.00

This item is for an on board scale system installed on the machine. The system shall have an accuracy rating of +/-2% and have an in cab easy to use monitor. The system must be capable of totalizing loads and be able to alert the operator if uneven surfaces or speeds affect the weight accuracy. The unit must also be capable of printing reports or connecting to a computer to print reports. Vendor shall provide detailed product literature with the bid. Price shall be per unit installed on the loader. Must be Load Rite or equal.

Item B, No. 7, Option 2 - AUTOMATIC GREASING SYSTEM (2.5 yd. Loader) ADD \$ 6,147.00

This option is to include an automatic greasing system installed on the machine. **If the NDDOT exercises this option it will replace items #12. (h. and i.) in the specification.** The NDDOT is requiring a Twin EP-2 Groeneveld/CPL, Lincoln Auto Lube, or a factory installed automated greasing system. The department prefers the system be installed at the factory but if this is not available the system must be professionally installed at the dealer. The system must be installed using hydraulic hose for the main grease supply lines, have debris shielding on bucket pins and lift arms, and all welded areas prepared and finished as new. The system shall grease all fittings on the machine except rotating parts. The NDDOT will only consider a system that contains individual metering units for each lube point. If the system is not a Groeneveld/CPL, Lincoln, or factory unit the bidder must submit information to the NDDOT for approval consideration. Vendor shall provide detailed product literature with the bid. Price shall be per unit installed on the loader. If additional information regarding this spec item is needed contact the Maintenance Division 701-328-2565.

Item B, No. 8, Option 3 – RE-ORDER PRICE FOR ITEM B NO. 1 THROUGH ITEM B NO. 4, LESS FREIGHT

EACH \$ 141,566.00

FOUR-WHEEL-DRIVE ARTICULATED WHEEL LOADER – 2.5 YD Capacity

Hold price until September 30th, 2017 for any potential future purchases.

Delivery location and Freight will be negotiated with vendor upon exercising this option.

(This price will not be used to determine award)

TRADE IN ITEMS

All proposed trades are considered to be in good working condition with normal wear and tear for usage and age, unless marked otherwise. NDDOT is not responsible for condition of trade; it is bidder's responsibility to evaluate final condition of trade. All repair history is available electronically upon request from NDDOT Maintenance Office.

Email requests to: smhauck@nd.gov.

No. 9 Option 4 - TRADE-IN CATERPILLAR 914G LOADER

The NDDOT reserves the right to exercise the trade-in option
This unit #735 is located in the Dickinson District.

1 EACH – DEDUCT \$ 25,000.00

Contact: Allan Urlacher @ (701) 227-6520
Manufacturer: Caterpillar
Model Number: 914G 2004 model
Total hours: Approximately 2062 hours
Serial #: CAT0914GKPDF00233

No. 10 Option 5 – TRADE-IN CATERPILLAR 914G LOADER

The NDDOT reserves the right to exercise the trade-in option
This unit #731 is located in the Williston District.
Loader has worn bushing bore on Z-bar linkage

1 EACH – DEDUCT \$ 23,000.00

Contact: Ken Esterby @ (701) 774-2720
Manufacturer: Caterpillar
Model Number: 914G 2004 model
Total hours: Approximately 3612 hours
Serial #: CAT0914GT9WM02952

No. 11 Option 6 – TRADE-IN CATERPILLAR 914G LOADER

The NDDOT reserves the right to exercise the trade-in option
This unit #733 is located in the Fargo District.

1 EACH – DEDUCT \$ 22,000.00

Contact: Ron Gwin @ (701) 239-8912
Manufacturer: Caterpillar
Model Number: 914G 2004 model
Total hours: Approximately 4478 hours
Serial #: CAT0914GL9WM02945

No. 12 Option 7 – TRADE-IN CHAMPION 720A MOTOR GRADER

The NDDOT reserves the right to exercise the trade-in option
This unit #1083 is located in the Valley City District.

1 EACH – DEDUCT \$ 14,000.00

Contact: Terry Duffy @ (701) 845-8802
Manufacturer: Champion
Model Number: 720A 1993 model with right wing and front hitch
Total hours: 6829 actual hours, hour meter shows 5219 due to a hour meter change out
Serial #: 207-151-23452

No. 13 Option 8 – TRADE-IN CHAMPION 780A MOTOR GRADER

The NDDOT reserves the right to exercise the trade-in option
This unit #1012 is located in the Devils Lake District.

1 EACH – DEDUCT \$ 10,000.00

Contact: Bradley DePlazes @ (701) 665-5120
Manufacturer: Champion
Model Number: 780A 1987 model with V-Plow and right wing
Total hours: Approximately 5743 hours
Serial #: 1518022487
Clutch master cylinder leaking and other hydraulic leaks.

Item No. 14 Option 9 – TRADE-IN CHAMPION 740A MOTOR GRADER

The NDDOT reserves the right to exercise the trade-in option
This unit #1102 is located in the Devils Lake District.

1 EACH – DEDUCT \$ 10,000.00

Contact: Bradley DePlazes @ (701) 665-5120
Manufacturer: Champion
Model Number: 740A 1989 model with V-Plow and right wing
Total hours: Approximately 4915 hours
Serial #: 127-384-20147-90

Item No. 15 Option 10 – TRADE-IN CHAMPION 740A MOTOR GRADER

The NDDOT reserves the right to exercise the trade-in option
This unit #1103 is located in the Devils Lake District.

1 EACH – DEDUCT \$ 10,000.00

Contact: Bradley DePlazes @ (701) 665-5120
Manufacturer: Champion
Model Number: 740A 1989 model with V-Plow and right wing
Total hours: Approximately 4489 hours
Serial #: 127-382-20145-90

Item No. 16 Option 11 - TRADE-IN CHAMPION 740A MOTOR GRADER

The NDDOT reserves the right to exercise the trade-in option

1 EACH – DEDUCT \$ 10,000.00

This unit #1106 is located in the Dickinson District.

Contact: Allan Urlacher @ (701) 227-6522
Manufacturer: Champion
Model Number: 740A 1989 model
Total hours: Approximately 6119 hours
Serial #: 127-381-20144-90

**Item No. 17 Option 12 - TRADE-IN CHAMPION 740A MOTOR GRADER WITH 1987 V PLOW, FALLS
MODEL V90**

The NDDOT reserves the right to exercise the trade-in option

1 EACH – DEDUCT \$ 5,000.00

This unit #1073 is located in the Fargo District.

Contact: Ron Gwin @ (701) 239-8912
Manufacturer: Champion
Model Number: 740A 1987 model with 12' right wing, 1987 Falls model PAH12 S/N 315787
Total hours: Approximately 4739 hours
Serial #: 127-220-18035-87

**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 9, 2016
Re: Amendment to Bid 760-51-16-050, WHEEL LOADER, AWD, 4 YD & 2.5 YD

Bidders Instruction #9 of the solicitation established a deadline for receipt of questions. The responses to these questions are provided as addenda to the solicitation. When necessary, the solicitation has been amended.

Question 1: After review the bid proposal I see that the Komatsu WA380 is an approved loader for the 4 cy class, but I don't see the WA270 being approved for the 2.5cy class. My question is are we ok with bidding our WA270, even though it is not a pre-approved machine or which steps do we need to take to get it to be pre-approved.

Answer 1: NDDOT would be willing to accept bid on a Komatsu WA270 loader as long as it meets all minimum specifications as presented in the bid document.

Question 2: Would the state allow for the additional manuals to be on flash drives and not paper?

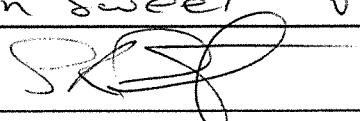
Answer 2: Bidders must provide 1 one hardcopy of the operator's manual, additional manuals may be provided electronically or on flash drives.

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 <u>and</u> TITLE Shawn Sweet V.P. + C.O.O.	
SIGNATURE 	DATE Nov. 10/16