

NDDOT Contract # 30150102

North Dakota Department of Transportation
INVITATION TO BID

Bid Number: 975-08-14-050 070-61/81-14-050 ^{VB}	Bid Opening Date & Time: ²³ 12/22/2014 02:00 PM
Items: Agricultural Tractor Rental Trailer, Side Dump and Tiltbed ^{VB}	Buyer: Vanessa Brosten
Bid Mailing Address: 608 East Boulevard Avenue	Telephone Number: 701-328-4466
City, State, Zip: Bismarck, North Dakota, 58505	Email: vbrosten@nd.gov
Contract Period: 05/01/2015 TO 04/30/2016	Date Prepared: 12/08/2014

BID RESPONSE

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

CONTRACT

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

Vendor Name <u>Westlie Truck Center</u>	Vendor Address <u>1401 20th Ave SE Minot, ND 58701</u>
--------------------------------------------	-----------------------------------------------------------

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

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

Vendor Name <u>Westlie Truck Center</u>		
Mailing Address <u>1401 20th Ave SE Minot, ND 58701</u>		
Telephone Number <u>701-857-1617</u>	Fax Number <u>701-857-1666</u>	E-mail Address <u>bmiller.wtc@gmail.com</u>

Derek Zarr CFO

Name & Title (Type or Print)

Derek Zarr

Signature

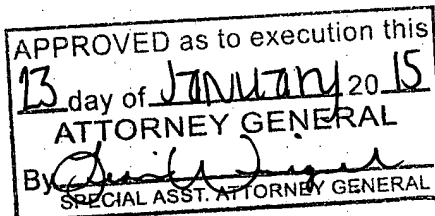
12/19/14

Date

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

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

Authorized Signature <u>Grant Levi</u>	Date <u>11/27/15</u>
Recommended for approval <u>Brad Smith</u>	Date <u>1-22-15</u> Approximate contract amount \$ <u>39,900</u>



CLA 7480 (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 - 070-61/81-14-050
BID OPENING DATE/TIME - December 23, 2014; 2:00 p.m.
N. D. DEPT. OF TRANSPORTATION
PROCUREMENT SECTION
608 E BOULEVARD AVE
BISMARCK ND 58505-0700

BIDDERS INSTRUCTIONS

1. **Acceptance/Rejection/Waiver.** The state of North Dakota reserves the right to accept or reject any or all bids and to waive minor irregularities or technicalities, provided such waiver does not substantially change the offer or provide a competitive advantage to any vendor, in the judgment of the state.
2. **Affirmative Action.** The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of individuals with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability.
3. **Assistance to Bidders with a Disability.** Bidders with a disability and/or language assistance, contact Civil Rights Division, NDDOT, 701-328-2978 or civilrights@nd.gov or TTY 711, as soon as possible so that reasonable accommodations can be made. Additionally, the Request for Reasonable Accommodations form (SFN 60135) can be accessed at the following NDDOT website location: <http://www.dot.nd.gov/forms/sfn60135.pdf>.
4. **Alterations and/or Corrections.** The person signing the bid response must initial any or all manual alterations and/or corrections to the bid response. Those bid responses with alterations and/or corrections that are not initialed may be rejected.
5. **Award.** Award will be made to a responsive, responsible bidder with the lowest price considering conformity with specifications, terms of delivery, quality, and serviceability. NDDOT reserves the right to consider bids varying in minor respects from any specific requirements herein, but judged to meet the intent of this request.

Contracts are not awarded at the bid opening. Bid responses will be firm for 30 days, unless stated otherwise.
6. **Awards, Splitting of.** The state reserves the right to make awards by item, groups of items, or on the total low bid for all the items specified as indicated in the detailed specifications. Bidders interested only in the total low bid for all items are to state 'all or nothing' on their bid response.
7. **Bidder Checklist.** HAVE YOU REMEMBERED TO:
 - Bid F.O.B. Destination (Ship To: Address) Freight Prepaid.
 - Mark envelope as indicated.
 - Review Standard Terms and Conditions contained in this solicitation.
 - Sign your bid on the cover sheet.
 - Initial all bid/pricing changes you made.
 - Bid responses must be submitted in ink or type written.
 - Review and complete all requirements contained in this solicitation to ensure compliance.
8. **Bidder's Responsibility and Late Bids.** It is the bidder's responsibility to ensure that a bid response is physically deposited with the NDDOT Procurement Office prior to the date and time specified for the opening. Late bid responses will not be opened and will be rejected and returned regardless of the degree of lateness or the reasons. It is the bidder's responsibility to comply with the State of North Dakota's laws and regulations.

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

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

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

11. **Clarifications, Bid Changes and Questions Deadline.** The Procurement Officer is the point of contact. Any irregularities, lack of clarity, requested bid changes and all questions regarding this bid and the procurement process must be addressed to the Procurement Officer referenced on the first page of this document not later than end of business December 16, 2014. (Contact information is indicated on cover page). If a bid amendment is required, it will generally be issued after this date.

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

12. **Definitions.**

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

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

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

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

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

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

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

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

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

21. **Performance Bond.** Successful bidders will not be required to furnish a performance bond; however, failure to perform satisfactorily will result in the immediate termination of the contract(s) and bidders may be subject to removal from the bidder's list.

22. **Preparation of Bid.** Bids will be accepted on NDDOT forms only. If the document is located on the State Procurement Office website, then bidder is to download the document and type or write their responses as indicated by the bid document. Alteration of the bid document may be cause for bid rejection. Bidders are cautioned to examine specifications and all instructions. Failure to do so will be at the bidder's risk.

23. **Pricing.** Unit prices are to be stated in United States currency and based on the unit of measurement specified in the solicitation, F.O.B. Destination, to the NDDOT delivery locations specified herein.

In the event of mathematical differences between the unit price and extended total, the unit price will prevail.

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

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

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

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

27. **Signature.** The bid must be signed manually in ink. The name and title of the person signing the bid response must be typed or printed above the signature. The bid must be signed by Owner, Partner, Corp. Pres., Vice Pres., or other authorized Corp. Officer or the bid may be rejected. If signed by other authorized Corp. Officer or representative, please attach a letter signed by the Owner, Partner, Corp. Pres., or Vice Pres. indicating the individual has authority to enter into a contract on behalf of the company (or a Power of Attorney).

28. **Supplemental Terms and Conditions.** Bids including supplemental terms and conditions will be accepted, but supplemental conditions that conflict with any conditions contained in this ITB or that diminish the State's rights will be considered null and void. The State is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award.

After award of contract:

- a) If a conflict arises between a supplemental term or condition included in the bid and a term or condition of the ITB, the term or condition of the ITB will prevail, and,
- b) If the State's rights would be diminished as a result of application of a supplemental term or condition included in the bid, the supplemental term or condition will be considered null and void.

Changes, modifications, additions, or alterations to the bid document could be cause for rejection of the submitted bid at the sole discretion of the NDDOT. Contact the Procurement Officer in writing prior to the deadline for clarifications.

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

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

31. **Withdrawal or changes to a bid response prior to the bid opening date and time.** A bidder may withdraw or make a change to his bid response prior to the bid opening date and time. The request to make a change or withdraw must be in writing by a representative of the firm. The request to withdraw or change must be signed by the bidder or his designated representatives.

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

GENERAL CONTRACT TERMS AND CONDITIONS

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

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

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

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

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

5. Contract Termination.

a. **Termination without Cause.** This contract may be terminated by mutual consent of both parties, or by either party upon 30 days' written notice.

b. **Termination for Lack of Funding or Authority.** The State may terminate this contract effective upon delivery of written notice to the contractor, or on any later date stated in the notice, under any of the following conditions:

- i. If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term. The contract may be modified by agreement of the parties in writing to accommodate a reduction in funds.
- ii. If federal or state regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no

longer eligible for the funding proposed for payments authorized by this contract.

- iii. If any license or certificate required by law or regulation to be held by the contractor to provide the services required by the contract is for any reason denied, revoked or not renewed.

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

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

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

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

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

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

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

9. **Subcontracts, Assignment.** The contractor shall not subcontract, assign or transfer the contractor's interests or duties under this contract without express written consent of the purchasing agency.

10. **Successors in Interest.** The provisions of this agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

11. **Receiving.** Deliveries must arrive at the designated destination(s) during normal business hours unless other shipping/receiving instructions are issued by NDDOT personnel. The contractor shall contact the NDDOT to schedule delivery dates and times at least 24 hours in advance of delivery.

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

(09/26/2014)

SSP-95-5801-23

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
SPECIFICATIONS
FOR
SIDE DUMP TRAILER
(SMITHCO, Midland, Load King, SIDUMP'R, Manac, or Similar)**

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

The intent of this specification is to describe a side dump trailer for hauling aggregates and other materials. The trailer shall be standard production with standard accessories and in addition meet or exceed the following minimum specifications:

	COMPLY		BIDDER'S SPECIFICATIONS
	YES	NO	
1. Federal DOT certified	✓		
2. Triple axle, spring suspension		✓	Triple Axle - Air Ride
3. 11R22.5 tires	✓		
4. Designed for a 60,000 lb payload minimum	✓		
5. Capacity of 25 cu yard approximate	✓		
6. 42' Long approximate	✓		43'6"
7. 9' Tall approximate	✓		9'5"
8. AR400, Hardox 450 or equal floor	✓		AR-460
9. Top rub rail	✓		
10. Round or elliptical bottom	✓		
11. Twin I-Beam main frame	✓		
12. Front and rear fenders to protect again debris from the tires	✓		
13. Rear push block	✓		
14. Oil seal hubs	✓		
15. Automatic slack adjusters with 16.5" X 7" air brakes	✓		
16. Antilock Brake System, 2S/1M minimum	✓		
17. Open/close & side selection dump control from cab	✓		
18. 2-Speed landing gear	✓		
19. 7 wire round pole electrical connector	✓		
20. Red and white conspicuity markings	✓		

The side dump trailer shall be delivered fully assembled and ready for immediate connectivity and use. Literature shall be provided with the bid response.

BIDDER Westlie Truck Center

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
SPECIFICATIONS
FOR**

**20 TON EQUIPMENT TRAILER, TILTING FLAT BED, TANDEM AXLE
(Towmaster, Trailking, Roadking, XL Specialized, Best, Felling, Kraftsman 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 intent of this specification is to describe a tilting flatbed equipment trailer with a payload carrying capacity of 40,000 pounds (20 tons); this does not include the weight of the trailer. The trailer shall be capable of loading and unloading heavy construction equipment on uneven and even surfaces without damaging the trailer and its components. The trailer shall be capable of transporting heavy construction equipment. The trailer shall be Federal DOT certified. The trailer shall be standard production of the latest model with standard accessories and in addition meet or exceed the following minimum specifications:

	COMPLY YES	NO	BIDDER'S SPECIFICATIONS
1. Axles			
a. Tandem axles meeting the required gross vehicle weight rating of the trailer (weight shall be the specified 20 ton payload capacity plus the weight of the trailer)			
b. 48" spacing approximate			
c. Unitized hubs, permanently lubed, synthetic grease packed if available			
d. Axles to have a 22,500# rating minimum			
2. Wheels and tires			
a. Sufficient sized wheels and tires that meets or exceeds the load rating of the trailer			
i. Tire size - 215 75 R17.5, Load Range H, 16 PR			
b. Spare wheel and matching tire			
3. Brakes			
a. Air, all wheels, full capacity heavy duty brakes, to be compatible with the towing vehicles ABS system			
b. 12¼" x 7 ½" each wheel			
c. Breakaway control valve			
d. 1,000 cubic inch air reservoir			
e. Air brake lines shall extend not less than 4'-0" ahead of pintle eye			
i. Dummy plugs for air lines when not in use			

BIDDER Westline Truck Center

		COMPLY		BIDDER'S
		YES	NO	SPECIFICATIONS
	ii. Air brake lines shall be longer in length than the HD safety chains in case the trailer breaks away from the tow vehicle, the chains will tighten before the air brake lines	_____	_____	_____
	f. Air brake lines shall be retained so not to sag when collected with mud and snow build up and protected from any rub areas	_____	_____	_____
	g. Couplings (glad hands)	_____	_____	_____
	h. Brake system to meet DOT requirements	_____	_____	_____
	i. ABS system equipped, 2S/1M type minimum	_____	_____	_____
4.	Deck			
	a. 29' flat 100% wood deck (front 5' stationary - rear 24' tilt bed or equally strong full tilting)	_____	_____	_____
	b. 102" wide body	_____	_____	_____
	c. 100% wood deck surface (NO EXCEPTIONS)	_____	_____	_____
	i. Nominal 2" Apitong decking (1.375" net)	_____	_____	_____
	ii. Planks shall be fastened to the trailer in a manner that will prevent warp and curl	_____	_____	_____
	iii. Planks shall be the entire surface of the trailer deck to provide grip, surface exposed metal supports in the deck will not be accepted - with exception of wheel cover plates	_____	_____	_____
	d. Twelve "D" tie down rings equally spaced, 4" ID, 6 per side with 1 at each corner	_____	_____	_____
	i. Full ring access above RUB rails	_____	_____	_____
	e. Shall have chain grab slots (key hole) in the top or side of the side rails between every "D" tie down ring	_____	_____	_____
	f. Air tilt or equal automatic tilt, operable by one person while standing on the ground	_____	_____	_____
	g. Tilt deck load angle not more than 12 degrees	_____	_____	_____
	h. Positive deck lock--handle operated, rattle free, self-adjusting frame-wedge lock, double screw tube type, or past center type, operable by one person at one location without bending, stooping, or crawling under the trailer to unlock	_____	_____	_____
	i. Tilt cushion, 3½ x 16 cylinder approximate	_____	_____	_____
	j. Approach plate	_____	_____	_____
	i. Self-operated to hang down from the trailer deck and slide out on the ground when the trailer is tilted	_____	_____	_____

		COMPLY		BIDDER'S SPECIFICATIONS
		YES	NO	
ii.	Welded and reinforced to withstand the loading of all industrial equipment meeting the load rating of the trailer			
iii.	Shall protect the tail lights from being struck during loading when in the tilted position and have full visibility of the tail lights when in the transport position			
iv.	Shall provide an even approach to the deck, even when on uneven ground			
v.	Shall not extend back over 16 inches of rear of trailer when in the tilted position			
k.	Deck wheel opening cover plates, if applicable			
l.	8 inch tall front rail			
m.	Meet Federal DOT requirements for conspicuity marking			
5.	Frame/Chassis			
a.	Equalizer spring suspension			
b.	Support full capacity loads of 20 tons without distortion (this does not include the weight of the trailer)			
c.	Area around wheel openings to be reinforced to support deck			
d.	Height when loaded not more than 38"			
e.	10% of load transfer to the tow vehicle minimum			
6.	Hitch			
a.	3" ID pintle eye with height adjustment of minimum 24" to maximum 36" above ground surface			
i.	1" stock (pintle)			
b.	Heavy Duty safety chains 1/2", minimum 4' in length bolted to the trailer			
c.	Tongue length 5'-0" from center of pintle to front of bed approximate			
d.	Tongue shall be A frame design			
e.	The designed load transfer is 10% but the hitch shall be constructed to withstand a gross load transfer of minimum of 15% and a maximum of 30%			
f.	12,000 lb two speed drop foot jack			
i.	Mounted between the frame of the tongue at the front of the deck and be accessible from the left side of the trailer			

7. Tool compartment

- a. Lockable with key or padlock
- b. Water resistant
- c. Located under stationary portion of the deck accessible from the driver's side as far forward as possible
- d. 14" high, 24" wide, 18" deep approximate
- e. Fold down door with T-handle type latch or equal
- f. Drain holes

8. Electrical, ALL lights shall be LED

- a. Two rear-mounted LED taillights on each side or a combination unit that provides the following functions:
 - i. All lights function as taillights
 - ii. Outside lights function as directional signal lights
 - iii. Inside lights function as stop lights
- b. Seven pole round post trailer light connector with spring cable guard
- c. Cold weather jacketed cable seven conductor stranded copper wire with one 10-gauge and six 12-gauge color-coded wires as per standard
- d. Circuitry to conform to SAE, ATA, and CSA recommendations (as per attached)

9. Manuals/parts information

- a. 2 EACH Operator's Manuals
- b. 2 EACH Parts Books
- c. 2 EACH Technical Repair Manuals if applicable

10. Paint

- a. Unit shall be thoroughly cleaned and completely painted with one coat rust-inhibitive primer and minimum 3 mil dry paint thickness of non-lead compound paint or powder coated
- b. Manufacturer's standard color (Black preferred)

11. Warranty

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

The trailer shall be delivered complete, ready for attachment to the towing vehicle. The trailer shall be delivered free of any defects due to shipping or workmanship. The NDDOT shall not be responsible for delivering of a trailer for warranty work nor shall the NDDOT be responsible for any pickup/delivery charges for warranty work while the trailer is under warranty.

The successful bidder will be required to furnish a statement of origin. The successful bidder may also be required to furnish a certificate of product liability. **Product literature shall be submitted with the bid.**

The award will be based on compliance with the specifications, pre-approval status, and low bid to furnish and deliver the trailer(s) to the specified location(s).

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: Bob Miller
(Name of person servicing this contract)

BUSINESS NAME: Westlie Truck Center

MAILING ADDRESS: 1401 30th Ave SE

CITY & STATE: Minot, ND ZIP CODE: 58701

PHONE NUMBER: 701-857-1617 TOLL FREE: 800-247-6198

FAX NUMBER: 701-857-1666 E-MAIL: bmiller@wte.com

BIDDER: Westlie Truck Center

BID RESPONSE

ITEM NO.	QTY.	UOM	DETAILED SPECIFICATIONS	UNIT PRICE	TOTAL PRICE
1			SIDE DUMP TRAILER per SSP-95-5801-23 The award will be based on low bid to furnish and deliver the side dump trailer to the following location. MAKE: <u>Dakota</u> MODEL: <u>4353SDT</u> Delivery Days After Receipt of Order <u>90</u> Days		
	1	EA	FOB NDDOT Devils Lake District	\$ 47,900.00	
2			OPTION 1 - Upgrade to Galvanized Frame This option may be exercised depending on price and availability.		
	1	EA	Per unit add: <u>N/A</u>	\$	
3			20 Ton Tilt Bed Trailer per SSP-95-5801-4 The award will be based on low bid to furnish and deliver the side dump trailer to the following location. MAKE: _____ MODEL: _____ Delivery Days After Receipt of Order _____ Days		
	1	EA	FOB NDDOT Grand Forks District	\$	
4			OPTION 2 - TRADE-IN 1996 R-WAY Belly Dump Trailer The NDDOT reserves the right to exercise the trade-in option.		
	1	EA	This unit #5893 is located in the Dickinson District. Contact to view trade: Allan Urlacher @ (701) 227-6522 Manufacturer: R-WAY Year: 1996 Model Number: 4221 TRI Serial #: FHV325501 DEDUCT \$ 8000.00		
5			OPTION 3 - TRADE-IN 1990 BEST Tilt Bed 15 Ton Trailer The NDDOT reserves the right to exercise the trade-in option		
	1	EA	This unit #5857 is located in Grand Forks District. Contact to view trade: Don Underwood @ (701) 787-6520 Manufacturer: BEST Year: 1990 Model Number: TTL-30K Serial #: IB9TT2424L1175076 DEDUCT \$		

BIDDER

Westlake Truck Center

OPTION 4 - TRADE-IN 1984 EAGER BEAVER Tilt Bed 12 Ton Trailer The NDDOT reserves the right to exercise the trade-in option				
6.	1	EA	This unit #5823 is located in Grand Forks District. Contact to view trade: Don Underwood @ (701) 787-6520 Manufacturer: EAGER BEAVER Year: 1984 Model Number 12XT Serial # 112TXT20XEA120013 DEDUCT \$	
OPTION 5 - TRADE-IN 1982 WISCONSIN Tilt Bed 12 Ton Trailer The NDDOT reserves the right to exercise the trade-in option				
7			This unit #5808 is located in Grand Forks District. Contact to view trade: Don Underwood @ (701) 787-6520 Manufacturer: WISCONSIN Year: 1982 Model Number 00-12 Serial # 1W91SC200C1008355 DEDUCT \$	
OPTION 6 - EXTENDED PRICING – Bidder agrees to hold this trailer-only price through April 30, 2015. Price is LESS FREIGHT. Cost of freight to be determined at time of purchase.				
8	Actual Quantity Unknown UOM Qty is 1	EA	FOB to be determined at time of purchase.	\$ 46,000. ⁰⁰

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

**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.

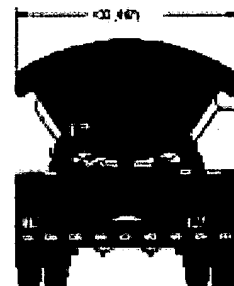
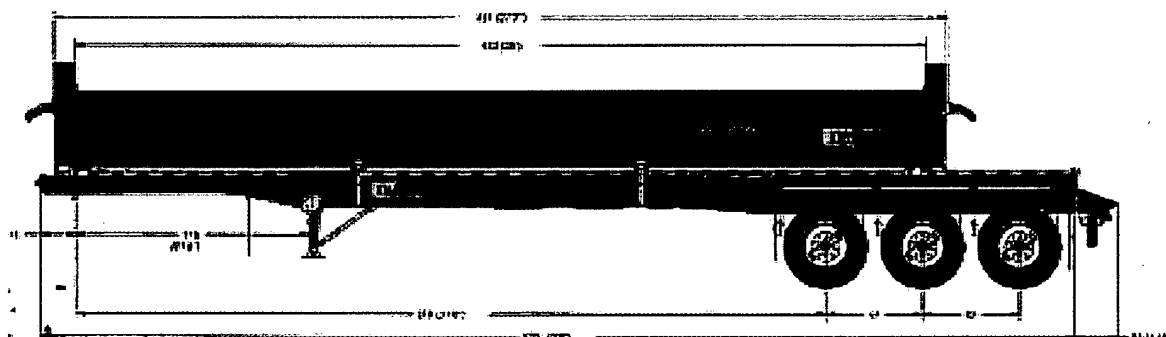
When a portion of a Contract is sublet, the Contractor shall obtain insurance protection (as outlined above) to provide liability coverage to protect the Contractor and the State as a result of work undertaken by the Subcontractor. In addition, the Contractor shall ensure that any and all parties performing 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





Model No. 4353 SD1 43' Triple Axle Side Dump Trailer



Standard Specifications

Dimensions

- 25 Cubic Yards
- 60,000 lbs. rated net payload @60 MPH
- 19,100 lbs. base trailer weight
- 43' 6" overall length
- 102 inches overall width
- 114 inches overall height
- 36' tub length
- 98" loading height
- 48" King Pin Height

Frame

- 80,000 Strength I-Beam Frame
- Full Length Formed Top Rail
- AR-400 – ½" Tub Construction
- Open Tub – no dividers
- Holland 2 Speed Landing Legs
- Heavy Duty Push Block with integrated DOT approved Underride Guard
- 5" – 3,000 PSI Synchronized Cylinders for short dump cycle
- Removable Tub Pivot Pins for smooth and consistent performance and maintenance
- Counter Balanced equipped to prevent Tub Runaway and Trailer Tipping
- Anti-spray rubber mudflaps

Subframe

- Heavy Duty, off-road proven Holland Air Suspension
- 49" axle spacing
- Three (3) 25,000 lb capacity Holland Axles
- Twelve (12) 11R22.5 Tires
- Twelve (12) Hub Piloted Budd Type Disc Steel wheels – painted White
- Stemco Wheel Seals with Grit Guard
- 16 ½" x 7" spring brakes with ABS system

Other

- Weather Sealed harness
- LED lights
- Tarp Ready Tub
- Dual Direction Dumping
- 25 Second Dump Cycle
- Holland King Pin Assembly
- Bolt On Impact Absorbent Rubber Fenders
- Epoxy Primer with 2 Part Polyurethane paint for long term protection

Options

- Electric over Hydraulic Tub Control Valve
- Air over Hydraulic Tub Control Valve
- Shur-Co Manual/Electric Tarp
- Aluminum Wheels

Net Capacity:

60,000 lbs
(27,215 kg)

Volume Capacity:

25 cu yards

Estimated Weight:

19,100 lbs
(8,663 kg)

Overall Length:

43' 6"

Overall Width:

102.0 in
(2.59 m)

Overall Height:

114 in
(2.89 m)

Dakota Trailer

1200 Gehl Drive
Yankton, SD 57078
605-665-8415
www.dakotatrailer.com



Quotation

1200 Gehl Dr
Yankton, SD 57078
Phone: 605-665-8415

Quote Westlie Motor Co.

To: Po Box 548
1401 20th Ave Se
Minot, ND 58702

Quote Number:	9831	Contact:	Bob Miller
Quote Date:	12/17/14	Expires:	01/16/15
Customer:	WESTLIE MOTO	Inquiry:	
Salesman:	Fedders, Dan D.	Terms:	Net 30
Ship Via:		Phone:	(701) 857-1664
		FAX:	(701) 857-1666

FOB Yankton, SD
Pricing Reflects Dealer Pricing
3 Year Structural Warranty
Lead Time - 4-6 Weeks

Part Number		Revision	Quantity	Price
Item	Description			
1	4353-SDT-36-25-A 0114-0839 SIDE DUMP TRAILER COMPLETE, BLACK PAINT, TRIPLE AXLE, 102W, 36' TUB LENGTH, SIDE DUMP 12) 901TI-0029SDT Tire Assembly 11R 22.5, New Radial On/Off Road, Air Ride Suspension, Steel Rim FET paid = 352.68 / 12 tires OPT-SDT HYDR WO CTL VLV - standard Hydraulics packages without Optional Control Valve	A	1	\$45,900.00
2	OPT-SDT HYDR W CTL VLV Hydraulics Package, w Optional Control Valve		1	\$2,000.00
Total:				\$47,900.00

By

Dakota Trailer Manufacturing,