NDDOT Contract # 50181197

North Dakota Department of Transportation
INVITATION TO BID

Bid Number: 750-00-18-050	Bid Opening Date & Time: 08/08/2018 02:00 PM
Items: Bridge Deck Preservation Products	Buyer: Sean Lackner
Bid Mailing Address: 608 East Boulevard Ave	Telephone Number: (701) 328-2571
City, State, Zip: Bismarck, ND 58505	Email: selackner@nd.gov
Contract Period: 08/15/2018 TO ~~08/31/2019~~ 2-29-2020 SL	Date Prepared: July 25, 2018

BID RESPONSE

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

CONTRACT

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

Vendor Name	Vendor Address
Evonik Corporation	299 Jefferson Rd, Parsippany, NJ 07054

(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: Evonik Corporation		
Mailing Address: 299 Jefferson Rd, Parsippany, NJ 07054		
Telephone Number: (612) 968-8761	Fax Number: 651-330-2740	E-mail Address: andrew.m.jones@evonik.com

Andrew Jones, Midwest Region Mgr.
Name & Title (Type or Print)

Signature

8/20/2018
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		Date 8/30/18
Recommended for approval	Date 8-29-18	Approximate contract amount $

NDDOT North Dakota Department of Transportation

APPROVED as to execution this 27th day of August 20 18
ATTORNEY GENERAL
By
SPECIAL ASST. ATTORNEY GENERAL

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 – 750-00-18-050
BID OPENING DATE/TIME – August 8, 2018; 2:00 PM Central
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 number, 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 August 1, 2018. (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 may be issued by NDDOT procurement office, IT Radio Shop or District Offices 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 Price Adjustment.** The Contract Unit Prices shall be firm for the twelve (12) months of the contract period. On an annual basis, all unit prices may be subject to price adjustment (increase / decrease). The request for a price adjustment shall be submitted to the Procurement Office at least forty five (45) days before the scheduled contract expiration date and must include justification for the proposed change. The Procurement Officer will respond as follows:

1) The request may be granted,
2) The contract may be cancelled and solicitation may be re-advertised, or
3) The contract may be continued without change.

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

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

8. **Contract Term and Renewal Option.** The NDDOT will enter into a contract with an effective date **beginning August 15, 2018, and ending February 29, 2020**, inclusive. This contract may be renewed upon satisfactory completion of the initial contract term. The NDDOT reserves the right to execute up to two options to renew this contract for a period of twelve (12) months each, not to exceed forty-one (41) months total. Renewals will be documented by amendment.

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

9. **Contract Termination.**

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

b. **Termination for Lack of Funding or Authority.** The State may terminate this contract effective upon delivery of written notice to the contractor, or on any later date stated in the notice, under any of the following conditions:
   i. If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term. The contract may be modified by agreement of the parties in writing to accommodate a reduction in funds.
   ii. If federal or state regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
   iii. If any license or certificate required by law or regulation to be held by the contractor to provide the services required by the contract is for any reason denied, revoked or not renewed.

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

c. **Termination for Cause.** The State by written notice to the contractor may terminate the whole or any part of this contract:
   i. If the contractor fails to provide services required by this contract within the time specified herein or any extension thereof; or
   ii. If the contractor fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms and after receipt of written notice from the State, fails to correct such failures within ten days or such longer period as NDDOT may authorize.
   iii. The rights and remedies of the State provided in the above clause related to defaults by the contractor are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.

d. **Termination, Deliveries.** If the contract is terminated for any reason, the contractor is responsible for delivery of all commodities and services ordered prior to the termination, unless those orders had been canceled by the Purchasing Agency or Entity.

10. **Inspection and Investigations.** The State reserves the right to conduct inspections and investigations related to the bidder and 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.

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

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

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

13. **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.

14. **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.

15. **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: Andrew Jones
(Name of person servicing this contract)

BUSINESS NAME: Evonik Corporation

MAILING ADDRESS: 706 Brentwood Lane

CITY & STATE: Eagan, MN ZIP CODE: 55123

PHONE NUMBER: 612-968-8761 TOLL FREE: 973-929-8000

FAX NUMBER: 651-330-2740 E-MAIL: andrew.M.Jones@Evonik.com

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
SPECIFICATIONS
FOR
Bridge Deck Preservation Products

Items 1 and 2 <u>Penetrating Water Repellent (100% Silane)</u>

Penetrating Water Repellent bids shall be for the following products or approved equal:
TK Products TK 590-100 (**4hr Dry Time Bid**)
BASF MasterProtect® H 1000 (**4hr Dry Time Bid**)
Advanced Chemical Technologies SIL-ACT® ATS-100 (**2hr Dry Time Bid**)
Evonik Protectosil® 300S (**2hr Dry Time Bid**)

GENERAL
Provide a penetrating water repellent treatment solution that consists of an organosilicon compound dissolved in a solvent carrier that, when applied, produces a hydrophobic surface covalently bonded to concrete.

Use the following organosilicon compound:
- Alkyl-Alkoxysilane

Provide a solution meeting the following requirements:
- Solvent carrier leaves less than 1 percent residue upon evaporation;
- Contains a minimum of 100 percent solids;
- Certified to meet or exceed the performance criteria listed below based on a single application of the solution according to the specified rate of coverage;
- Does not stain, discolor, or darken concrete;
- Application does not alter the surface texture or form a coating on concrete surfaces;
- Compatible with the use of special surface finish texture coatings as specified;
- Treated concrete is surface dry a maximum of 2 hours after application for the 2hr Dry Time Bid;
- Treated concrete is surface dry a maximum of 4 hours after application for the 4hr Dry Time Bid.

TESTING
The treated concrete shall meet the following requirements:

a) Absorption.

Test	Duration	Max. Absorption	Method
Water Immersion	48 hours	1% by weight	ASTM C 642
	50 days	2% by weight	ASTM C 642

b) Chloride Ion Penetration

Test	Duration	Max. Absorption	Method
Salt Water Ponding[1]	90 days	0.75 lb per yd^3	ASTM C 259
		Depth: 0.5 inch to 1 inch	ASTM C 260

[1] Base on non-abraded specimens.

Bidder Evonik

c) Scaling Resistance to Deicing Chemicals.

Test	Duration	Max. Absorption	Method
Salt Water Ponding	50 Cycles	0 @ 25 cycles	ASTM C 672
		≤ 3 @ 50 cycles	ASTM C 672

Item 3 Bridge Deck Crack Sealer (1:1 Mix Ratio)

Bridge Deck Crack Sealer bids shall be for the following products or approved equal **having a 1:1 mix ratio**:
Paulco TE-2501

GENERAL
Material shall meet the requirements of AASHTO M235 (ASTM C881), Type IV, Grade 1 or 2, Class B or C, with the following exceptions.

Property	Requirement	Test Method
Viscosity	400 cps (or less)	ASTM D 2196
Gel Time	15-45 minutes	ASTM C 881
14 Day Bond Strength	300 psi, minimum	ASTM C882
Compressive Yield Strength, 7 day	500 psi, minimum	ASTM D 695
Tensile Strength	150 psi, minimum	ASTM D 638
Tensile Elongation	2%, minimum	ASTM D 638

Item 4 Concrete Joint Sealant

Concrete Joint Sealant bids shall be for the following products or approved equal:
Dow Corning 888
Sikasil 728 SL

GENERAL
Sealant shall be a one-part silicone joint sealant that meets the requirements of ASTM D 5893, Type SL and the following:

- Low modulus; and
- Is capable of withstanding repeated joint movement between 50 percent shrinkage and 100 percent expansion without losing adhesion to the concrete and without cohesion failure.

BID RESPONSE

Deck Surface Treatment - Silane 4 Hour dry time
*Estimated, quantities are as follows:

- Williston 2000 gallons

ITEM NO.	QTY.	UNIT	DETAILED SPECIFICATIONS	UNIT PRICE	
1a	**Deck Surface Treatment- Silane 4 Hour dry time IN 5 GALLON PAILS**				
	1-2 pails	EACH	FOB ANY NDDOT DISTRICT See attached district location listing	$ 195.00	EA
	3-5 pails			$ 185.00	
	6-11 pails			$ 165.00	PAIL
	12 or more pails			$ 165.00	
1b	**Deck Surface Treatment- Silane 4 Hour dry time IN 55 GALLON DRUMS**				
	1-4 drums	EACH	FOB ANY NDDOT DISTRICT See attached district location listing	$ 1,256.75	EA
	4 or more drums			$ 1,237.50	DRUM
1c	**Deck Surface Treatment- Silane 4 Hour dry time IN 250 GALLON TOTES**				
	1 tote	EACH	FOB ANY NDDOT DISTRICT See attached district location listing	$ 5,625.00	EA
	2-3 totes			$ 5,600.00	TOTE
	4 or more totes			$ 5,500.00	
	For award purposes - TOTAL COLUMN PRICE FOR ITEM #1			$ 44,000.00 - Based on Tote Qty.	

Bidder EVONIK

Deck Surface Treatment - Silane 2 Hour dry time
*Estimated, quantities are as follows:

- Dickinson 100 Gallons
- Grand Forks 500 Gallons
- Fargo 1500 Gallons

ITEM NO.	QTY.	Unit	DETAILED SPECIFICATIONS	UNIT PRICE	
2a	**Deck Surface Treatment- Silane 2 Hour dry time IN 5 GALLON PAILS**				
	1-2 pails	EACH	FOB ANY NDDOT DISTRICT See attached district location listing	$ 195.00	EA
	3-5 pails			$ 185.00	PAIL
	6-11 pails			$ 165.00	
	12 or more pails			$ 165.00	
2b	**Deck Surface Treatment- Silane 2 Hour dry time IN 55 GALLON DRUMS**				
	1-4 drums	EACH	FOB ANY NDDOT DISTRICT See attached district location listing	$ 1,256.75	EA
	4 or more drums			$ 1,237.50	Drum
2c	**Deck Surface Treatment- Silane 2 Hour dry time IN 250 GALLON TOTES**				
	1 tote	EACH	FOB ANY NDDOT DISTRICT See attached district location listing	$ 5,625.00	EA
	2-3 totes			$ 5,600.00	TOTE
	4 or more totes			$ 5,500.00	
			For award purposes - TOTAL PRICE FOR ITEM #2	$ 44,971.75 / Based on optimized qty,	

Bidder EVONIK

Crack Sealing Epoxy

*Estimated, quantities are as follows:

- Bismarck 250 Gallons
- Grand Forks 30 Gallons
- Williston 50 Gallons
- Fargo 25 Gallons

3	**Crack Sealing Epoxy 5 GALLON KIT**			
	1 kit	EACH	FOB ANY NDDOT DISTRICT See attached district location listing	$
	2-5 kits			$
	5-11 kits			$
	12 or more kits			$
			For award purposes - TOTAL PRICE FOR ITEM #3	$

Silicone Sealant

*Estimated, quantities are unknown

4	**Silicone Sealant (One-quart tube)** Award for low-bid on item number three will be calculated using the total price for the sum of all unit price ranges.			
	1-25	EACH	FOB ANY NDDOT DISTRICT See attached district location listing	$
	26-75			$
	76-100			$
	100+			$
			For award purposes - TOTAL PRICE FOR ITEM #4	$

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.

To: ALL INTERESTED SUPPLIERS

From: North Dakota Department of Transportation

Date: July 26, 2018

Re: Amendment to RFB 750-00-18-050, Bridge Deck Preservation Materials

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The following changes have been made to the bid document:

<u>Replace</u> pages 10 and 11 of 12 in the original bid document with the pages of the attachment "Amendment #1".

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.

Sean Lackner, Procurement Officer
PHONE: 701-328-2571
FAX: 701-328-0310
E-MAIL: selackner@nd.gov

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

PRINTED NAME OF BIDDER OR OFFEROR and TITLE Andrew Jones, Midwest Regional Manager	
SIGNATURE	DATE 8-13-18

Amendment No. 2

To: ALL INTERESTED SUPPLIERS

From: North Dakota Department of Transportation

Date: August 2, 2018

Re: Amendment to RFB 750-00-18-050, Bridge Deck Preservation Products

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Questions pertaining to this solicitation have been asked and this solicitation is amended as follows:

Question 1:
Do you have a timeline on when they need the material?

Answer 1:
Material must be ready to deliver upon finalized contract and received within normal delivery time after receipt of purchase order. All quantities may not be ordered in 2018.

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.

Sean Lackner, Procurement Officer
PHONE: 701-328-2571
FAX: 701-328-0310
E-MAIL: selackner@nd.gov

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

PRINTED NAME OF BIDDER OR OFFEROR and TITLE Andrew Jones, Midwest Regional Manager	
SIGNATURE	DATE 8-13-18

Protectosil® 300S

WATER REPELLENT
Product Data and Test Information

LOW VOC's

PRODUCT DESCRIPTION

A clear, penetrating, breathable VOC-compliant surface treatment for use on concrete. The Isobutylalkoxy functional silane allows for faster dry times and superior performance on high quality mix designs typical of new bridge decks. Creates a deep hydrophobic layer that prevents water and waterborne contaminants from entering the substrate and causing premature deterioration.

By combining ultra-low surface tension with a tailored rate of reaction, **Protectosil 300S** is able to move through the moisture boundary layer that lines the pore structure of the substrate. This permits the development of uniform gradient permeation — a consistent level of protection throughout the entire depth of penetration — allowing for longer treatment life, especially on wearing surfaces.

APPROPRIATE APPLICATIONS

For use on cast-in-place, precast, GFRC and high-strength concrete, to protect the reinforcing steel from corrosion due to the effects of water, deicing salts and other waterborne contaminants.

Alleviates deterioration of concrete due to alkali-silica reactivity.

For use on bridge decks where fast drying is needed to minimize lane closures.

For treating heavy-traffic wearing surfaces or areas that receive high salt concentrations (piers, coastal buildings), to provide a high-performance, long-lasting chloride screen.

ADVANTAGES

Protectosil 300S is a solvent-free, Isobutylalkoxysilane. **Protectosil 300S** penetrates deeper than traditional silane and siloxane solvent- or water-carried systems. This deeper penetration gives a long-lasting, resistance against water and chloride intrusion. **Protectosil 300S**'s breathable system greatly reduces the amount of water that enters a substrate, thus promoting a "drying out" of the substrate. Reduces the deteriorating effects of water, such as alkali silica reactivity. By incorporating **Protectosil 300S** into your integrated design, you can earn vital Leadership in Energy & Environmental Design (LEED) credits for both new and existing construction projects.

The main benefits of the product are:

- Excellent resistance to chloride ion ingress
- 100% Moisture vapor transmission
- Mitigation of AAR & ASR deterioration
- Deep penetration into substrate
- No change in surface appearance
- No change in surface friction after application
- High resistance to alkali attack
- Long service life
- Excellent performance on wearing surfaces
- Quick Dry time after application(1 Hour)
- Will not inhibit adhesion of paints and line striping

LIMITATIONS

Not intended for below-grade waterproofing. Should not be applied if the surface temperature is below 20°F (-7°C) or above 100°F (40°C), if rain is expected within 2 hours following application, or if high winds or other conditions prevent proper application. If rain has preceded the application, the surface should be allowed to dry for at least 24 hours.

TECHNICAL DATA

Protectosil 300S is a liquid Isobuty functional silane

Color	water white
Active Substance	100% Isobutylalkoxysilane
Solvent	none
Flash Point	145.4°F
Density	7.3 lb/gal
VOC	390 g/l

TEST DATA

Alberta DOT Penetrating Sealer Type 1c	
(0.35 w/c ratio)	
Water repellency after heavy abrasion	88.4%
NCHRP #244 Series II	
Reduction in water absorption	
@250 ft²/gal	86%
Reduction in chloride ion ingress	
@250 ft²/gal	87%
NCHRP #244 series IV reduction in chloride ion	
@250 ft²/gal	99%

(Continued)

Equivalent Thickness of Concrete Needed to Give Same Chloride Ion Protection as Treatments (150 days of salt exposure)

Treatment	Thickness of Concrete
Protectosil 300S	3.5 inches
Methyl Siloxane	0.25 inch
iso-Octyl Siloxane	1.2 inches
iso-Octyl Silane/Siloxane	1.2 inches

ASTM C 642 "Water Absorption of Concrete"

24 hours	0.03%
48 Hours	0.04%
50 Days	0.20%

ASTM C 672 "Deicer Scaling"

100 Cycles	0 Rating
(non-air-entrained concrete)	

AASHTO T259 "90 Day Salt Ponding"

Non Abraded specimen

1/2"to 1" 0.34 lbs/yd^3 Cl^-

ASTM E 274 " Skid Resistance of Paved Surfaces"

Dry	No change
Wet	No change

Penetration, OHD L-34

Concrete 0.5 w/c ratio	3/8 to 5/8 inch
Concrete 0.42 w/c ratio	3/8 to 1/2 inch

INSTALLATION

Generally, concrete must be allowed to cure for a minimum of 28 days, however there are instances which the cure time can be shortened. Please consult your local Protectosil rep for the criteria needed to apply sealer before the 28 day cure time.

Concrete repair and replacement must be completed prior to application of **Protectosil 300S**. Patching materials, caulking, sealing materials and traffic paint must be fully cured before applying **Protectosil 300S**. All surfaces must be cleaned to remove all traces of dirt, dust, efflorescence, mold, salt, grease, oil, asphalt, laitance, curing compounds, paint, coatings and other foreign materials. Acceptable surface cleaning methods include shotblasting, sandblasting, waterblasting and using chemical cleaners. Check with your Protectosil representative to verify that surface preparation is adequate.

Protectosil 300S should be applied using low-pressure (15 to 25 psi) pumping equipment with a wet fan type spray nozzle. Alternate methods include using a spray bar or apparatus equiped with multiple nozzle tips which will apply a uniform coat across the concrete surface. Power rollers with a 1" nap or brushes are permitted, however using these will result in additional labor and costs. Do not alter or dilute the material. Do not apply to a wet or damp substrate. A test patch should be applied to the substrate by a Protectosil representative to verify coverage rate and application conditions.

On vertical surfaces, apply the **Protectosil 300S** in a flooding application from the bottom up, so the material runs down 6 to 8 inches belowthe spray pattern. Coverage rates on horizontal concrete surfaces are between 100 and 350 ft^2/gal. Coverage rates on vertical surfaces depend on the type of substrate to be treated. Your Protectosil repre sentative can give exact coverage rates for your particular project. Please refer to the "**Protectosil 300S** Application Instructions" for more detailed information.

Precautions: Protectosil 300S is a combustible liquid and should be kept away from heat, sparks, open flame and other sources of ignition. **Protectosil 300S** containers should be kept closed when not in use and should be stored at temperatures between 0°F (-18°C) and 120°F (50°C), away from rain and standing water. When working in an enclosed area, an air respirator should be used. Please refer to the material safety data sheet for more detailed information.

AVAILABILITY

Protectosil 300S is available in 5-gallon pails, 55-gallon drums or 250 gallon totes. Shipped F.O.B. throughout the United States and Canada. Contact your local Protectosil representative or your regional manager for specific cost information. You can obtain their contact information on our website, www.protectosil.com, or by calling us at 1 (800) 828-0919.

TECHNICAL SERVICE

Technical service engineers and scientists are available to answer questions about product performance, application methods and compatibility with other building materials. You can speak to one of our engineers or scientists directly by calling our toll-free number, 1 (800) 828-0919, and selecting option 1.

MANUFACTURER

Evonik Corporation
299 Jefferson Road
Parsippany, NJ 07054-0677
1 (800) 828-0919
info.protectosil@evonik.com
www.protectosil.com

PROTECTOSIL PRODUCTS ARE MANUFACTURED AT THE EVONIK CORPORATION THEODORE, ALABAMA, PLANT UNDER A QUALITY SYSTEM CERTIFIED TO ISO-9001 AND ISO-14001 REQUIREMENTS.

For more information, MSDS and the most updated product information, and to find your local representative, go to www.protectosil.com

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EVONIK
POWER TO CREATE

August 10, 2018

N.D. Department of Transportation
Procurement Section
608 East Boulevard Avenue.
Bismarck, ND 58505-0700

Evonik Corporation
299 Jefferson Road
Parsippany, NJ 07054
www.evonik.com
Phone +1 973-929-8531
Mobile +1 862-812-4408
geoffrey.varga@evonik.com

RE: Grant of Limited Signature Authority
Project No. ITB 750-00-18-050 for Bridge Deck Preservation Materials

Dear Sir or Madam:

As Senior Vice President and General Manager of Resource Efficiency for Evonik Corporation, I hereby delegate to Andrew Jones the limited authority to enter into and submit application(s) for bid, to sign contract(s), change order(s) and other related document(s) on behalf of Evonik Corporation solely in connection with the North Dakota Department of Transportation, Project No. ITB 750-00-18-050 for Bridge Deck Preservation Materials.

No other contract signing delegation is granted other than those listed above. The foregoing delegation of authority shall expire as of December 31, 2018 and such authority shall not be re-delegated.

Please contact the undersigned with any questions concerning the foregoing delegation.

Sincerely,

Geoff Varga
Senior Vice President & General Manager
North America
Resource Efficiency

North Dakota Department of Transportation

AMENDMENT TO CONTRACT NO. 50181187

THIS AMENDMENT to the above-referenced contract is entered into by and between the State of North Dakota, acting through its Director of Transportation, hereinafter known as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and Evonik Corporation, hereinafter known as the Contractor, whose address is 299 Jefferson Rd, Parsippany, NJ 07054.

WHEREAS, the parties entered into a contract on 08/30/2018; and

WHEREAS, the contract was competitively bid and awarded to the contractor; and

WHEREAS, the Contractor has performed satisfactorily under the terms of the contract; and

WHEREAS, the Contractor has expressed a willingness to extend the term of the above-referenced contract for an additional twelve (12) month period; and

NOW THEREFORE, the Contractor and NDDOT agree that the term of the contract is extended through February 28, 2021.

All other terms and conditions of the above-referenced contract are incorporated herein by reference and remain in full force and effect.

EXECUTED the date last below signed.

WITNESS:

Gina Wallace-Maree
NAME (TYPE OR PRINT)

Gina Wallace-Maree
SIGNATURE

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

CONTRACTOR:

Evonik Corporation
COMPANY NAME

Mark Hyman (see attached for delegation of authority)
OFFICER'S NAME (TYPE OR PRINT)

SIGNATURE

Senior Marketing Manager
TITLE

February 5, 2020
DATE

WITNESS:

Sandra Goebel
NAME (TYPE OR PRINT)

Sandra Goebel
SIGNATURE

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

Ronald J. Henke
DIRECTOR (TYPE OR PRINT)

SIGNATURE

2/20/2020
DATE

APPROVED as to substance by:

Brad Dan
DIVISION DIRECTOR (TYPE OR PRINT)

Brad Dan
SIGNATURE

2-14-2020
DATE

CLA 52494 (Div. 06)
L.D. Approved 5-19-00; 5-03

APPROVED as to execution this 19 day of February 20 20
ATTORNEY GENERAL
By
SPECIAL ASST. ATTORNEY GENERAL

NDDOT
North Dakota Department of Transportation