North Dakota Department of Transportation REQUEST FOR BID

	1440004E 02:00 PM
Bid Number: 760-00-15-050	Bid Opening Date & Time: 11/10/2015 02:00 PM
Items: Attachments, Skid Steer	Buyer: Vanessa Brosten
Bid Mailing Address: 608 East Boulevard Avenue	Telephone Number: 701-328-4466
	Email: vbrosten@nd.gov
City, State, Zip. Bismarck, North Dakota, 58505-0700	Date Prepared: 10/27/2015
Contract Period: 11/10/2015 TO 04/30/2016	Date Fiehalds. 102.12010

Please submit your bid response on the attached forms in conformance with the instructions and specifications in the NDAC 04-12-01 - 04-12-16.

One copy of your bid response must be returned to the North Dakota Department of Transportation (NDDOT) prior to the time and date specified for bid opening. Bid responses received after the time and day specified for bid opening will be rejected. Mark envelope as instructed in "Mailing Instructions".

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

Bids may be rejected if the following is not signed by OWNER, PARTNER, CORPORATE PRESIDENT, VICE PRESIDENT, other AUTHORIZED CORPORATE OFFICER or a duly authorized representative. If signed by other authorized Corp. Officer or representative, please attach a letter signed by the OWNER, PARTNER, CORP. PRES., or VICE PRES. indicating the individual has authority to enter into a contract on behalf of the company (or a Power of Attorney).

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

Traitoportation 2009	
Vendor Name HCME Tao S	
Mailing Address 3840 B Rosser Ave B	SMark ND 58501 E-mail Address
Telephone Number 10 -258 - 267 70 -258 - 3	
Randy Overbak Equilo Sal	65
Name & Fifte (Type or Print). March Multon	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.
Signature 12/2/15	Officer, please attach copy of Power of Attorney or other documentation showing authority to sign.)
Date	
NODOS North Dakola Department of Transportation	CLA 54214 (Div. 50)

CLA 54214 (Div. 50)

original

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

Heme Tools		
Mailing Address Rossey	a Ava R	ismark ND 58501
3840 E Rossey Telephone Number	Fax Number	F-mail Address
701-258-1267	701-258-1	292 Roverbacke Acmetolsia
Name & Title (Type or Print)		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.
Signature		Officer, please attach copy of Power of Attorney or other documentation showing authority to sign.)
Date		-

NDD9T

North Dakota
Department of Transportation

Vendor Name

MAILING INSTRUCTIONS

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

BID IS:

SEALED □ NOT SEALED

Address the envelope containing your response in the following manner:

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

BIDDERS INSTRUCTIONS

- 1. <u>Acceptance/Rejection/Waiver.</u> The state of North Dakota reserves the right to accept or reject any or all bids and to waive minor irregularities or technicalities, provided such waiver does not substantially change the offer or provide a competitive advantage to any vendor, in the judgment of the state.
- 2. <u>Affirmative Action.</u> The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of individuals with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability.
- 3. Assistance to Bidders with a Disability. Bidders with a disability and/or language assistance, contact Civil Rights Division, NDDOT, 701-328-2978 or 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. <u>Alterations and/or Corrections.</u> The person signing the bid response must initial any or all manual alterations and/or corrections to the bid response. Those bid responses with alterations and/or corrections that are not initialed may be rejected.
- 5. <u>Award.</u> Award will be made to a responsive, responsible bidder with the lowest price considering conformity with specifications, terms of delivery, quality, and serviceability. NDDOT reserves the right to consider bids varying in minor respects from any specific requirements herein, but judged to meet the intent of this request.

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

- 6. <u>Awards, Splitting of.</u> The state reserves the right to make awards by item, groups of items, or on the total low bid for all the items specified as indicated in the detailed specifications. Bidders interested only in the total low bid for all items are to state 'all or nothing' on their bid response.
- 7. Bidder Checklist. HAVE YOU REMEMBERED TO:
 - Bid F.O.B. Destination (Ship To: Address) Freight Prepaid.
 - · Mark envelope as indicated.
 - Review Standard Terms and Conditions contained in this solicitation.
 - Sign your bid on the cover sheet.
 - Initial all bid/pricing changes you made.
 - Bid responses must be submitted in ink or type written.
 - Review and complete all requirements contained in this solicitation to ensure compliance.

- 8. <u>Bidder's Responsibility and Late Bids.</u> It is the bidder's responsibility to ensure that a bid response is physically deposited with the NDDOT Procurement Office prior to the date and time specified for the opening. Late bid responses will not be opened and will be rejected and returned regardless of the degree of lateness or the reasons. It is the bidder's responsibility to comply with the State of North Dakota's laws and regulations.
- 9. <u>Bid Summary.</u> Bid summaries are available when the bid has been awarded. When bids are issued using the State's electronic bidding system, the bid summary will be posted and available for download from:

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. <u>Bid Bond.</u> Waived in this instance: however, bidder(s) failing to enter into a contract with this office, upon notification of award, may be subject to removal from the bidder's list.
- 11. <u>Clarifications, Bid Changes and Questions Deadline.</u> The Procurement Officer is the point of contact. <u>Any irregularities, lack of clarity, requested bid changes and all questions regarding this bid and the procurement process must be addressed to the Procurement Officer referenced on the first page of this document not later than end of business November 3, 2015. (Contact information is indicated on cover page). If a bid amendment is required, it will generally be issued after this date.</u>

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

12. Definitions.

- Bidder any person or firm submitting a competitive bid in response to a solicitation.
- Bid summary a summary of all bid responses received by the NDDOT Procurement
 Office.
- Bid response the executed document submitted by a bidder in response to a solicitation.
- Contract a deliberate written agreement between two or more competent persons to perform specific act or acts.
- Contractor any person or firm having a contract with a governmental body.
- Solicitation the process of notifying prospective bidders that the state wishes to receive bids for furnishing goods or services.
- 13. <u>Deviation from Specifications Supplied by NDDOT.</u> Unless otherwise indicated by the bidder, it will be assumed that specifications will be met in all respects. Any deviation from the minimum specifications indicated herein must be clearly pointed out PRIOR TO THE DEADLINE FOR RECEIPT OF QUESTIONS; otherwise, it will be considered that the items offered are in strict compliance with these specifications, and the bidder will be held responsible.
- 14. <u>Electronic & Facsimile Bids.</u> Bid responses are not to be email attached or faxed to the NDDOT unless this transmittal method has been authorized by the Procurement Officer or bid document. (Contact the Procurement officer regarding additional requirements and exceptions.) Bid responses electronically submitted or faxed may be rejected as non-responsive.
- 15. <u>Freight/F.O.B. Destination</u>. Freight and transportation charges are to be included in the price of the products, unless otherwise specified in the solicitation. (F.O.B. Free On Board).
- 16. <u>Indemnification.</u> The attached Risk Management will be incorporated into the contract. The successful Bidder may be required to furnish proof of insurance, as detailed in the Risk Management Appendix.
- 17. <u>Multiple Bid(s)</u>. Bidders may submit more than one bid response(s) for the item(s) specified in the solicitation. Each bid submitted must comply in all aspects with the bid requirements and these instructions.

- 18. <u>Negotiation.</u> NDDOT reserves the right to negotiate with the successful bidder to ensure the best possible consideration is afforded to all concerned.
- 19. 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. <u>Packaging.</u> All shipments are to be packaged according to accepted commercial practices to avoid damage in shipment.
- 21. <u>Performance Bond.</u> 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. <u>Preparation of Bid.</u> 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. <u>Pricing.</u> 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. <u>Protest of Award.</u> 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. <u>Receipt of Bids.</u> All <u>sealed</u> 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. <u>Signature.</u> 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. <u>Supplemental Terms and Conditions.</u> Bids including <u>supplemental</u> terms and conditions will be accepted, but supplemental conditions that conflict with any conditions contained in this ITB or that diminish the State's rights will be considered null and void. The State is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award.

After award of contract:

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

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

- 29. <u>Taxes.</u> The State does not pay sales tax or federal excise tax. The state sales tax exemption number is E-2001. The federal tax-free transaction number is 45-0309764.
- 30. <u>Vendor Registration</u>. Bids will be accepted from bidders who are not currently Approved Bidders for the State of North Dakota; however, the successful bidder may be required to become approved prior to award, in accordance with N.D.C.C. 54-44.4-09. To become an Approved Bidder, you must: 1) register with the North Dakota Secretary of State (fees apply), and 2) submit a completed Bidder List Application to the ND State Procurement Office. Registration instructions and forms are available on-line at: 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. <u>Applicable Law and Venue.</u> Any dispute arising out of this agreement will be resolved under the laws of the State of North Dakota.
- 2. <u>Binding Contract.</u> The acceptance of a bid response in writing by the purchasing agency constitutes a contract between the bidder and the State. Written acceptance from the purchasing agency will be in the form of a purchase order, notification of award, or contract. Any oral agreement or arrangement by a bidder with a State employee or purchasing agency will have no force or effect unless reduced to writing.
- 3. Compliance with Laws, Nondiscrimination and Affirmative Action. The contractor must, in performance of work under this contract, fully comply with all applicable federal, state or local laws, rules, regulations and policies, including those relating to nondiscrimination, affirmative action, accessibility and civil rights including Title VI of the Civil Rights Act of 1964. The contractor agrees to file all required reports on time, to make required payroll deductions, and to pay all taxes and premiums owed on time, including sales and use taxes and unemployment compensation and workers' compensation premiums. The contractor

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

4. 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. <u>Materials and Workmanship.</u> All material and workmanship shall be subject to inspection and testing at the discretion of the purchasing agency.
- 7. <u>Inspection and Investigations.</u> 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. <u>Billing and Payment Procedures.</u> 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. <u>Subcontracts, Assignment.</u> 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. <u>Successors in Interest.</u> The provisions of this agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.
- 11. Receiving. Deliveries must arrive at the designated destination(s) during normal business hours unless other shipping/receiving instructions are issued by NDDOT personnel. The contractor shall contact the NDDOT to schedule delivery dates and times at least 24 hours in advance of delivery.

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

12. <u>Service Representative.</u> 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: Ran	dy Overbeck	
(Name of pers	son servicing this contract)	**
BUSINESS NAME:	Acme Tools	
MAILING ADDRESS:	3940 E Rosser Que	: :
CITY & STATE:	Bismark NOzip code: 58501	
PHONE NUMBER:	701-258-1267 TOLL FREE: 800-472-264	E O
FAX NUMBER:	201-258-1292 E-MAIL ROVER beck@ Cleme Too	ils. Com

COMPLY

SPECIFICATION

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION SPECIFICATIONS

FOR

ROTARY MOWER ATTACHMENT, SKID STEER MOUNT (BOBCAT® 90" MOWER, or Similar)

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

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

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

٠,	CUT	TER SYSTEM		
	a.	3 blades, overlapping design to reduce skips - installed		
		i. 2 bolt per blade mounting	·	
	b.	Direct drive hydraulic motor, no additional gearbox	· · · · · · · · · · · · · · · · · · ·	
	C.	Belt drive connection for blade spindles		
	d.	Safety shut-off system if deck is lifted above operating height		
	e.	Blade tip speed capable of 17,000 ft./min		
	f.	Protective cover over hydraulic motor, and belt drive system		
3.	Moi	unting Plate		
	a.	Mounting plate for quick attach to above mentioned skid steer loaders, shall not require special tools or additional mounting plates to change between this and other attachments	· · · · · · · · · · · · · · · · · · ·	
	b.	Must include any necessary wiring or attachment control kit required to enable joystick control if necessary and safe operation of Bobcat skid loader		
4.	Ma	nuals / Parts Information (Provide 1 copy on CD-ROM if available)		
	a.	2 EACH – Operator's Manuals		
٠.	b.	2 EACH - Lubrication/Maintenance Manuals (as available)		
	· . с.	2 EACH – Part's Books		
,	d.	2 EACH – Technical Repair Manual (as available)		
5.	Pa	int		
	M	anufacturer's standard painting process and color		
6.	Wa	arranty		
		ne year full warranty, manufacturer's warranty shall apply if for a longer		

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION **SPECIFICATIONS**

FOR

HD BRUSH MOWER ATTACHMENT, SKID STEER MOUNT (BOBCAT® Brush Cat, QUICKATTACH® Brush Buster Max with modifications or Similar)

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

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

			COM YES	IPLY NO	SPECIFICATION DEVIATIONS
1.	GENE	ERAL SPECIFICATIONS		•	1670 lbs
	a.	Operating weight 1,580 lb. minimum	<u>X</u>		10103004
	b.	Overall length 82" maximum	_ <u>k</u>		
	C.	Overall width 88" maximum	<u>X</u>		
	d.	Overall height 26.5" maximum	<u> </u>		24 in
	е.	Cutting width 80" - 84"	<u>X</u>		<u>84 "</u>
	f.	Cutting height 3"	<u> </u>	· ·	3"
٠	g.	Compatible with hydraulic flow minimum 24 GPM to maximum 40 GPM	X		27-38GPM
•	h.	Free floating deck allowing for consistent height on uneven terrain without adjusting skid steer lift arm height or tilt.	X		
	i.	Skid shoes on front corners of deck	X	, .	5Kid rails
	j. ·	Full width steel roller on rear of deck for purposes of mobility and blocking of flying debris	X	· · · · · · · · · · · · · · · · · · ·	
	k .	Full width chain curtain on front of mower deck to protect from flying debris	· .	X	Rubber Curtain
. •	. . l. :	Hydraulic connections compatible with Bobcat® high-flow connectors	X	· ·	
	m.	Smooth underside deck to prevent material from hanging up	X		
2.	CUT	TER SYSTEM			
	a.	Dual edged reversible blades, installed	X		

Home Tool S

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

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

(10-27-15)

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION SPECIFICATIONS FOR FOR

84" SWEEPER WITH GUTTER BROOM, SKID STEER MOUNT

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

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

			COMPLY YES N	Y 10	SPECIFICATION DEVIATIONS
1.	Perf	formance			
	a.	Operating weight 1,000 lb. minimum	4-		1000lls
	b.	Capable of 215 RPM broom speed	<u> </u>		
2.	Buc	ket Capacity			
	a.	Minimum of 18 cu ft. heaped	7 -		
	b.	Replaceable steel culting edge, installed	4-		
3.	Broo	om			
	a.	84" wide	<u>4</u> _		
	b.	Replaceable polypropylene & steel bristles	4_		
	c.	Hydraulic motor compatible with the skid steer described above	7_		
	d.	Ability to sweep in forward and reverse direction - forward sweeping debris against rubber flap and over bristles to bucket, rearward sweeping debris against cutting edge directly into bucket – no exceptions	\		
	e.	24" diameter bristles	7 _		
	f.	Full width rubber belt on leading edge of broom to reduce dust and help collect debris.	4_		
	g.	Adjustable gutter broom attachment, hydraulic driven	7-	 _	

BIDDER ACMCTOOLS

4.	Mounting Plate		
	Mounting plate for quick attach to above mentioned skid steer loader, shall not require special tools or additional mounting plates to change various attachments	<u>×</u>	
(Must include any necessary wiring or attachment control kit required to enable joystick control if necessary and safe operation of Bobcat skid loader	boltz	
5.	Manuals / Parts Information (Provide 1 copy on CD-ROM if available)		
	a. 2 EACH – Operator's Manuals	<u> </u>	
:	b 2 EACH - Lubrication/Maintenance Manuals	<u>×</u>	
	c. 2 EACH – Part's Books	 	
	d 2 EACH – Technical Repair Manual	*	
6.	Paint		
	Manufacturer's standard painting process and color	<u> </u>	
7.	Warranty		
	One year full warranty, manufacturer's warranty shall apply if for a longer period	<u>×</u>	
	The sweeper shall be delivered as an assembled unit ready for a	attachment to	the skid

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

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

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

<u> </u>	
<u>×</u> ×	
<u> </u>	
<u> </u>	
<u>×</u>	
<u>X</u>	
<u> </u>	·
for	
<u>x</u>	
<u>*</u>	
	for X X in cont

14. Warranty

Manufacturer's one year full warranty

X

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

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION SPECIFICATIONS FOR

STUMP GRINDER ATTACHMENT, SKID STEER MOUNT (BOBCAT® SG60, QUICKATTACH® or Similar)

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

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

		COMPLY YES NO	DEVIATIONS
•	Performance		
	a. Operating weight 540 lb. minimum	<u>_X</u>	
	b. Cutting arc (swing width) minimum 55 degrees	<u> </u>	
	c. Cutting height (stump height) minimum of 13"		
	d. Cutting depth minimum of 8"	<u>×</u>	·.
	e. Cutting diameter (stump diameter) capable of minimum of 32"	<u>_×</u>	
	f. Blade speed 1,000 RPM minimum	_	
	g. Compatible with hydraulic flow minimum 17 GPM to maximum GPM	142	
٠	h. Electric-over-hydraulic control, enables joystick control of swir and cutting depth	ng	
	i. Direct drive cutter wheel, <u>no gearbox</u>		
2.,	Cutter Wheel		
	a. 24" Diameter minimum	<u> </u>	
	b. ½" thick steel construction		
	c. 32 carbide tipped cutter teeth, minimum	<u>×</u>	
	d. Replaceable cutter teeth	<u> </u>	
	e. Capable of bidirectional cutting (cuts on both LH and RH swin	g) <u> </u>	
	f. Guard assembly covering cutting wheel and rubber flaps to minimize flying debris	<u>×</u>	

3. Mounting Plate & Couplers

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

L ____

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

\

c. Stabilizer shoes built into frame of machine to minimize shock and vibration transmitted back to operators station

* — — — —

d. Hydraulic couplers to be compatible with Bobcat® high-flow hydraulics

4

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

a. 2 EACH - Operator's Manuals

* ____

b. 2 EACH - Lubrication/Maintenance Manuals (as available)

* - -----

c. 2 EACH - Part's Books

d. 2 EACH – Technical Repair Manual (as available)

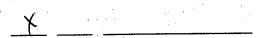
5. Paint

Manufacturer's standard painting process and color

* ____

6. Warranty

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



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

(10-27-15)

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION **SPECIFICATIONS FOR**

84" POWER ANGLE BROOM, SKID STEER MOUNT

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

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

		COMPLY YES NO	SPECIFICATION DEVIATIONS
1.	Performance		
	a. Operating weight 750lb minimum	<u>k</u>	775LBS
	b. Operating flow range between 10-28 GPM	<u>×</u>	13-24 G.PM
2.	Broom		
•	a. 84" wide	<u> </u>	
	b. Hydraulic angling	*	25° LerR
	c. Replaceable polypropylene bristles	<u> </u>	
	d. Hydraulic motor, direct drive		
	e. 32" diameter bristles		
3.	Mounting Plate		
	Mounting plate for quick attach to above mentioned skid steer loader, shall not require special tools or additional mounting plates to change various attachments	<u> </u>	
4.	Manuals / Parts Information (Provide 1 copy on CD-ROM if available))	
	a. 2 EACH – Operator's Manuals	<u> </u>	
	b. 2 EACH – Lubrication/Maintenance Manuals	<u>×</u>	
	c. 2 EACH – Part's Books	<u> </u>	
	d. 2 EACH – Technical Repair Manual	<u> </u>	
5.	Paint	*	
	Manufacturer's standard painting process and color		

COMPLY YES NO SPECIFICATION DEVIATIONS

6. Warranty

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

X

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

BIDDER

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

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

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

	·			COMPLY YES NO	SPECIFICATION DEVIATIONS
1.	Univ	ersal dual purpose drum for both	asphalt and concrete		
	a.	Picks			
		i. Asphalt cutting type			
		ii. Quantity 75			
	b.	14" diameter minimum			
	. C.	40" cutting width			
	d.	0-5 inch milling depth			
	e.	Greasable or sealed type bearing			
2.	Hyd	raulic components			
	a.	Hydraulic direct drive motor			
		i. 15,000 in-lbs torque			
		ii. Rated operating pressure 30	000 PSI		
	b.	Hydraulic depth control			
• .	C.	Hydraulic side shift			
	d.	Hydraulic tilt			
3.	. Mou	int		*	
	a.	Mounting plate for quick attach to loader	above mentioned skid steer		

RFP 760-00-15-050, ATTACHMENTS, SKID STEER Page 19 of 23

		COMPLY YES NO	SPECIFICATION DEVIATIONS
	b. Quick disconnect hoses		
. •	c. Quick disconnect electrical		
1.	Manuals		
· . ·	One operator's manual, one lubrication schedule, and one parts book for each unit plus one operator's manual, one lubrication schedule, one parts book, and one technical repair manual for each delivery point		
5.	Paint	•	
	Manufacturer's standard paint		

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

BID RESPONSE

ITEM NO.	QTY. UNIT DETAILED SPECIFICATIONS		UNIT PRICE	TOTAL PRICE	
	ROTARY N (BOBCAT®	NOWER ATT 90" MOWER	ACHMENT, SKID STEER MOUNT R, or Similar)		
	MAKE:				
*	Delivery da	nys	_ARO		
1	1	EACH	FOB GRAND FORKS 1951 North Washington Grand Forks, ND 58208-3077	\$	\$
	Unknown	EACH	FOB Any NDDOT Locations This price does not include freight. Delivery fee will be determined at time of order Price extended through 04/30/2016	s IV	\$
2 OPT 1	1	EACH	DECK MULCHING KIT (if available) Extend price through 04/30/2016? YesNo	\$	\$
3 OPT 1 EACH Extend price through 04/30/2016? Yes N				s D	f s (
4 OPT 3	1	EACH	COMPLETE SET OF REPLACEMENT BLADES Extend price through 04/30/2016? Yes No	\$	s CX
		_	TTACHMENT, SKID STEER MOUNTED		
	MAKE:	Ersk	119 MODEL 90116	72	
	Delivery da	ays	_ARO W/320058 Fec. Inst Couplers	alled Fla	trace
5	1	EACH	FOB DICKINSON 1700 Third Avenue West, Suite 101 Dickinson, ND 58601-3009	\$ 7300°	\$ 73000
	Unknown	EACH	FOB Any NDDOT Locations This price does not include freight. Delivery fee will be determined at time of order Price extended through 04/30/2016	\$ 7300°	\$ 1730000
6 OPT 4	1	EACH	GUIDE WHEEL KIT FOR FRONT OF MOWER (if available) Extend price through 04/30/2016? Yes X No	\$ 287 00	\$ 28700
7 OPT 5	1	EACH	OFFSET BLADE KIT, COMPLETE (To enable 4" cutting depth, if available) Extend price through 04/30/2016? YesNo	\$ W/A	s N/A

ITEM NO.	QTY.	UNIT	DETAILED SPECIFICATIONS	UNIT PRICE	TOTAL PRICE			
			BROOM, SKID STEER MOUNTED					
	MAKE: Ers Kine MODEL: 901066							
	Delivery days 21 ARO W 900579 Curb Sweeper attachment							
8	1.	EACH	FOB DICKINSON 1700 Third Avenue West, Suite 101 Dickinson, ND 58601-3009	\$ 5775°°	\$ 5775°O			
	2	EACH	FOB BISMARCK 218 South Airport Road Bismarck, ND 58504-6003	\$ 577500	\$/1550 <u>∞</u>			
Unknown EACH FOB Any NDDOT Locations This price does not include freight. Delivery fe be determined at time of order Price extended through 04/30/2016				\$ 577500	\$ 577500			
9 OPT 6	1	EACH	CASTER WHEEL KIT, ADJUSTABLE (if available) Extend price through 04/30/2016? Yes No	* N/A	s NIA			
10 OPT 7	1	EACH	WATER KIT FOR DUST CONTRO (if available) FYSKINE 901100 Extend price through 04/30/2016? Yes Y No	s 2615 ⁰⁰	\$ 2615€			
			KID STEER MOUNT					
	MAKE: _	Ersk	MODEL: 9009	४ 3	<u> </u>			
	Delivery d	ays 28	-ARO W/ 320603 Bobcat 14Pi	nControl	K:t			
11			\$ 72000	\$7200°E				
	Unknown EACH FOB Any NDDOT Locations This price does not include freight. Delivery fee will be determined at time of order Price extended through 04/30/2016 FOB Any NDDOT Locations This price does not include freight. Delivery fee will \$72000 \$76				\$ 720000			
	STUMP GRINDER ATTACHMENT, SKID STEER MOUNTED							
	MAKE: Erskine MODEL: 900551							
12	Delivery da	ays	-ARO 4 315128 Pistol Cenip (Control k	(arness			
	1	EACH	FOB BISMARCK 218 South Airport Road Bismarck, ND 58504-6003	\$ 573000	\$573000			

	Unknown	EACH	FOB Any NDDOT Locations This price does not include freight. Delivery fee will be determined at time of order Price extended through 04/30/2016	\$ 5730°C	\$573000		
ITEM NO.	QTY.	UNIT	DETAILED SPECIFICATIONS	UNIT PRICE	TOTAL PRICE		
	MOWER A	NGLE BROO	M, SKID STEER MOUNTED	1			
	MAKE.	Erski	we MODEL: 9016	160			
			-ARO W/315128 Pistol Gripe		vnesS		
13	3	EACH	FOB DICKINSON 1700 Third Avenue West, Suite 101 Dickinson, ND 58601-3009		\$ 15750€		
	Unknown	EACH	FOB Any NDDOT Locations This price does not include freight. Delivery fee will be determined at time of order Price extended through 04/30/2016	\$ 5250°C	\$ 525000		
	40" COLD	PLANER, SI	KID STEER MOUNT				
	MAKE:		MODEL:				
	Delivery days ARO						
14	1	EACH	FOB WILLISTON 605 Dakota Parkway West Williston, ND 58802-0698	* N/A	\$		
	Unknown	EACH	FOB Any NDDOT Locations This price does not include freight. Delivery fee will be determined at time of order Price extended through 04/30/2016	*N(H	\$		

NDDOT reserves the right to execute the optional items.

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

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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:

- 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. <u>Non-discrimination</u>: 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. <u>Solicitations for Subcontracts, Including Procurements of Materials and Equipment</u>: 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. <u>Information and Reports</u>: 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. <u>Sanctions for Noncompliance</u>: 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. <u>Incorporation of Provisions</u>: 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.P.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 seg).



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.

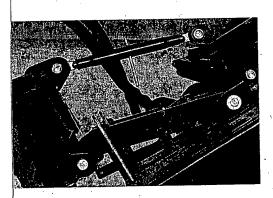
Contractor shall produce certificates of insurance or copies of insurance policies upon request by the State.

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.





The Dual Rotary Brush Mower is engineered for today's larger skid steers. The 84" cutting width is built with 1/4" steel to withstand the rigors of brush cutting. Use it to cut trees, brush, and unwanted weeds and grass. It's unique automatic Float-n-Tilt™ system allows you to cut evenly on level surfaces as well as the most rugged terrain. This is further supported by the innovative blade positioning that achieves reduced deck length.



Features an adjustable top link and stabilizer bar plus our automatic Float-n-Tilt™ system.

FEATURES

- · Heavy-duty design made for extreme applications
- · Designed for maximum cutting potential
- Heavy duty gear box to power through the toughest brush
- HD stump jumper is designed to store rotational energy
- Dual edge cutting blades so you can reverse blade rotation for double the life
- n No shear pins
- Operates both forwards and backwards



"A Legacy of Excellence Since 1948"

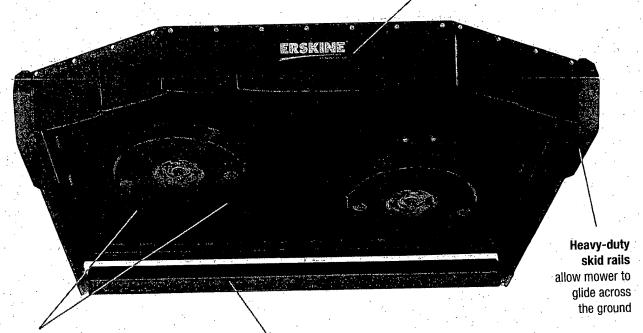
www.erskineattachments.com

RECIFICATIONS / OPTIONS

Model	84"	
M.S.R.P.	\$9,295	The second secon
Part Number	901102	
Mounting Plate	Universal	and the commence of the commen
Hydraulic Pump Requirements	27 - 38 GPM	
Cutting Width	84"	With trades on the contract of
Cutter Capacity	Brush up to 3"	THE PROPERTY OF THE PARTY OF TH
Weight	1,670 lb.	
Overall Height	24"	The state of the contract of t
Overall Length	82"	and the second of the second o
Overall Width	88"	CONTRACTOR AND
	and the second second	1 common delandron regions of the company and the company of the common of the company of the co
Options	A MARKA SAN STAN	16. Not table to secure one over the side of the secure of
Wheel Kit	\$335	Company of the compan
Replacement Blade Kit	\$210	and the second s
Factory Installed Couplers (Bobcat only)	\$125	
Factory Installed High Flow Couplers	\$295	and the second s

E11-M | Char-Lynn

Rubber shielded front guard comes standard for added safety



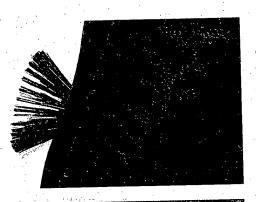
Dual blades for efficient cutting of brush up 3"

Large 5" diameter roller provides a contact point with the ground for a smooth operation

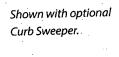




Sweep dirt and debris or scrape mud going forward or in reverse. Ideal for construction, industrial or municipal jobs, the Pick-Up Broom is easy to attach and simple to operate. The reversible cutting edge helps cut loose caked-on mud, while the sweeper's poly bristles deposit dirt and debris in the container, which can be dumped when full.

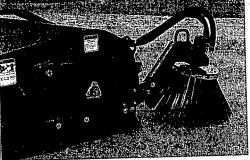


Replaceable bolt-on cutting edge and wafer package – Curb Sweeper optional

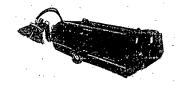




- Adjustable arbor mounts allow control over bristle pressure to surface while extending bristle life
- Replaceable cutting edge
- Completely covered to control dust. Ideal for warehouses, machine sheds, parking lots, job sites, etc. where dust containment is a MUST!
- Reversible bristle direction for multi-purpose



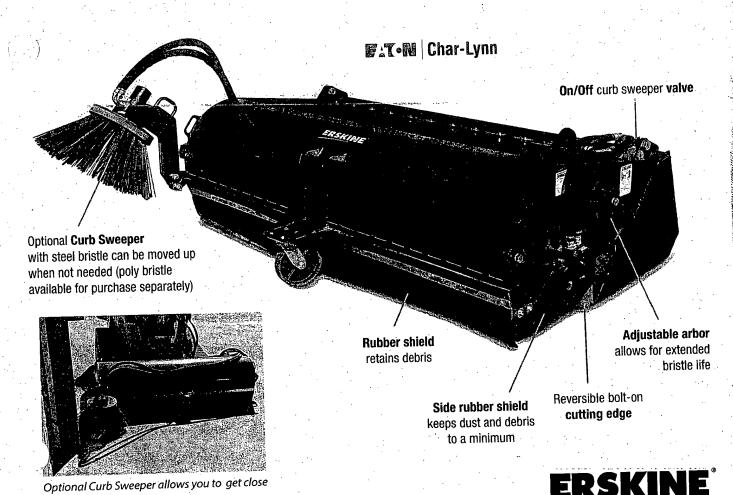
OMISE
OMISE
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WWW-erskineattachments.com



PECIFICATIONS (OPTIONS ()

		72" w/poly/steel	84" w/poly	84" w/poly/steel	
Model	72" w/poly	* * * * * * * * * * * * * * * * * * * *	\$5,195	\$5,295	
M.S.R.P.	\$4,795	\$4,895	901065	901066	
Part Number	901062	901063		800 lb.	
Name	720 lb.	720 lb.	800 lb.	THE CONTRACTOR OF THE PROPERTY OF THE PARTY	
Weight	72"	72"	84"	84"	
Width		25.25"	25.25"	25.25"	,
Overall Height	25.25"	24"	24"	24"	
Diameter of Wafer	24".	the production of the production of the control of	44	44	
Wafer Package - Qty	38	38	.625" x 6"	.625" x 6"	
Cutting Edge	.625" x 6"	.625" x 6"		Direct Drive Hyd.	
Drive System (motor)	Direct Drive Hyd.	Direct Drive Hyd.	Direct Drive Hyd.	13-25 GPM	
Drive System (motor)	13-25 GPM	13-25 GPM	13-25 GPM	13-25 GF W	
Hydraulic Motor Flow Range	10 20 01 11.			The state of the second control of the secon	، د د شو
	the state of the s	mendender), samme top i mengende skullet in seglebbere tisser bellege betregten protesjerene beset diel ter	to the second se		

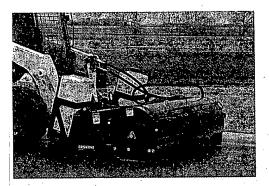
Optional Curb Sweeper		Direct Drive	Direct Drive	Direct Drive	
Drive System	Direct Drive		26"	26"	
Diameter of Sweeper	26"	26"	The second secon	200 lb.	
Shipping Weight of Sweeper	200 lb.	200 lb.	200 lb.		Arter advance or or experience apply reported
	The state of the second st	and the state of t	The second state of the second	An and a second	
Options	A. 405	\$1.465	\$1,465	\$1,465	
Curb Sweeper	\$1,465	\$205	\$205	\$205	
Curb Sweeper Rep. Bristle (steel)	\$205	\$205	\$205	\$205	
Curb Sweeper Rep. Bristle (poly)	\$205		\$125	\$125	
Factory Installed Couplers	\$125	\$125	V 1440		



to curbs, buildings or other objects.



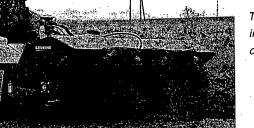
The Dust Control Water Kit is crucial for environments where dust suppression is a must. Compatible with our Power Angle Broom and Pick-Up Broom, as well as third party broom attachments, this unit mounts between the attachment and the skid loader. Light user assembly required for hoses and fittings.



Shown here mounted on Pick-Up Broom.

FEATURES

- Compatible with most broom attachments on the market
- Large 40 gallon capacity for less frequent refills
- Self-contained unit, no skid steer modification required
- Self-priming pump
- Operates on standard 12V power source



The sprayer assembly includes 4 tips for even distribution.



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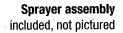


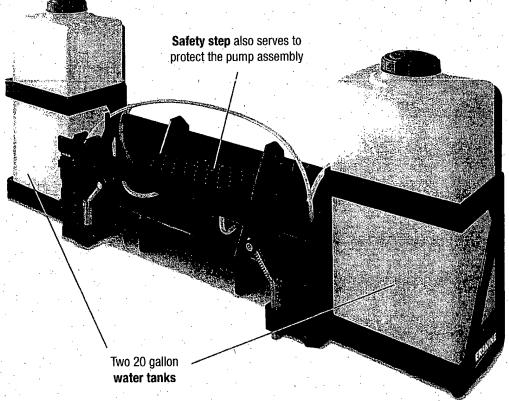
PECIFICATIONS // ORTIONS

Model	Dust Control Water Kit
M.S.R.P.	\$2,995
Part Number	901110
Tank Capacity	20 gallons per tank
Number of Tanks	2
Tip Flow	.27 GPM
Number of Tips	4
Spraying Time	40 minutes
Pump Type	Self-priming diaphragm
Maximum Current Draw	6 amps
Power Source	12V
Operating Weight (tanks full)	945 lb.
Overall Height	36"
Overall Depth	15"
Overall Width	77"

Options

None



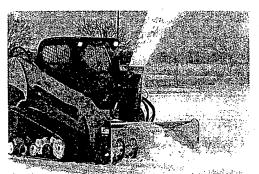






Hydraulic Snowblower

A quality built blower that really works! Throw snow up to 40' while clearing paths down to the ground. Features a no-freeze-up chute design! Two important factors must be considered when purchasing a snowblower for your skid steer loader – gallons per minute and hydraulic pressure (p.s.i.) are very important to the ultimate performance and your satisfaction. Discuss these factors with your product specialist when purchasing. We custom engineer every snowblower to provide maximum performance for your make and model.

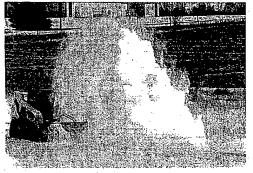


Hydraulic chute rotation and deflection is standard equipment. Our design eliminates metal-to-metal contact between the blower and the rotating chute base, preventing freeze-up under any conditions.



FEATURES

- · Direct drive hydraulic auger
- Replaceable bolt-on high carbon steel cutting edge
- Hydraulic relief no shear pins
- Hydraulic control valve with electric solenoid controls all chute functions
- Easily adjustable depth skid shoes (optional)



PROMISE

QUALITY

RELIABILITY

VALUE

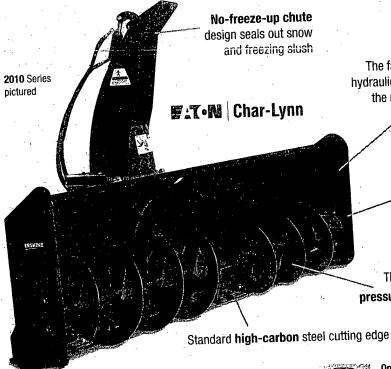
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SPECIFICATIONS / OPTIONS

			2010 – 61"	2010 – 73"	2010 – 79"	2010 – 85"
Model	2010 - 48"	2010 – 55"		\$6,695	\$6,895	\$6,995
M.S.R.P.	\$5,995	\$6,295	\$6,495 900962	900963	900964	900965
Part Number	900960	900961	900902	2	2	2
Stage	2	2	61"	73"	79"	85"
Width of Cut	48"	55"	29"	29"	29"	29"
Cutting Height	29"	29"	Company of the Parish of Street, and the Street, or	5/8" x 6" bolt-on	5/8" x 6" bolt-on	5/8" x 6" bolt-on
Cutting Edge	5/8" x 6" bolt-on	5/8" x 6" bolt-on	16" open flight	16" open flight	16" open flight	16" open flight
Auger Diameter	16" open flight	16" open flight	20" 4-blade	20" 4-blade	20" 4-blade	20" 4-blade
Fan Diameter	20" 4-blade	20" 4-blade	Hydraulic 270°	Hydraulic 270°	Hydraulic 270°	Hydraulic 270°
Chute Rotation	Hydraulic 270°	Hydraulic 270°	Fan/Auger	Fan/Auger	Fan/Auger	Fan/Auger
Pressure Relief	Fan/Auger	Fan/Auger	Up to 30'	Up to 30'	Up to 30'	Up to 30'
Casting Distance	Up to 30'	Up to 30'	773 lb.	831 lb.	859 lb.	886 lb.
Shipping Weight	705 lb.	748 lb.	Universal	Universal	Universal	Universal
Mounting Plate	Universal/Mini	Universal	Included	Included	Included	Included
Hoses	Included	Included 11-25 GPM	11-25 GPM	11-25 GPM	11-25 GPM	11-25 GPM
Hydraulic Flow	11-25 GPM	to the company and a company of the	2500-3500 PSI	2500-3500 PSI	2500-3500 PSI	2500-3500 PSI
Operating Pressure	2500-3500 PSI	2500-3500 PSI	2300 3000 1	and a server grade or marks an ever all traditions are not better to be a		The state of the s
		NI/A	Add \$260	Add \$260	Add \$260	Add \$260
Standard Skid Shoes	N/A	N/A	Add \$315	Add \$315	Add \$315	Add \$315
Hardened Skid Shoes	N/A	N/A N/A	Add \$415	Add \$415	Add \$415	Add \$415
Urethane Skid Shoes	N/A	Add \$415	Add \$415	Add \$415	Add \$415	Add \$415
Pistol Grip Control	Add \$415	Add \$140	Add \$140	Add \$140	Add \$140	Add \$140
Loader Specific Harness	Add \$140	Add \$125	Add \$125	Add \$125	Add \$125	Add \$125
Couplers (Installed)	Add \$125	Add \$495	Add \$515	Add \$530	Add \$550	Add \$575
Urethane Cutting Edge	Add \$475	A REAL PROPERTY AND ADDRESS OF THE PARTY OF	Add \$265	Add \$290	Add \$315	Add \$345
Rubber Cutting Edge	Add \$195	Add \$205	,	The same of the sa		

SEE NEXT PAGE FOR ADD'L MODELS



The fan is mounted on a hydraulic motor eliminating the need for a gear box

> No chains, sprockets, or PTO shafts. Direct drive hydraulic auger eliminates problematic chain drive

The auger is protected by a pressure relief valve which replaces the need for shear pins

Optional: Pistol Grip Control Harness is required if skid steer is NOT equipped with attachment control system. (Only needed when ordering hydraulic angling model).



Hardened Skid Shoe on 2010 / 2410 (optional)



Urethane Skid Shoe on 2010 / 2410 (optional)



Optional: Wire harness for hydraulic models with attachment controls. Fits Cat/ASV (8-pin) and John Deere/New Holland/CASE/ Bobcat (14-pin)





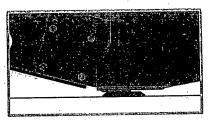
Better by Design

- The durable new 5/8" x 6" cutting edge design provides significantly more surface area, allowing it to act as a skid shoe and extending the life of the cutting edge. You can now achieve the desired cutting effect simply by controlling the angle of the snowblower.
- Shortened end plates allow the auger to lead. In hard packed snow, the auger makes contact first and starts chewing it up for maximum effectiveness and reduced resistance.
- The cut back top design provides better visibility and allows snow to fall into the auger to be blown rather than slide off the back of the snowblower.
- The new cutting edge extends beyond the end plates, adding wear bar protection.

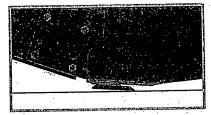




Optional urethane skid shoes (left) and cutting edge (right)



Normal cut.



Aggressive cut.



No cut.

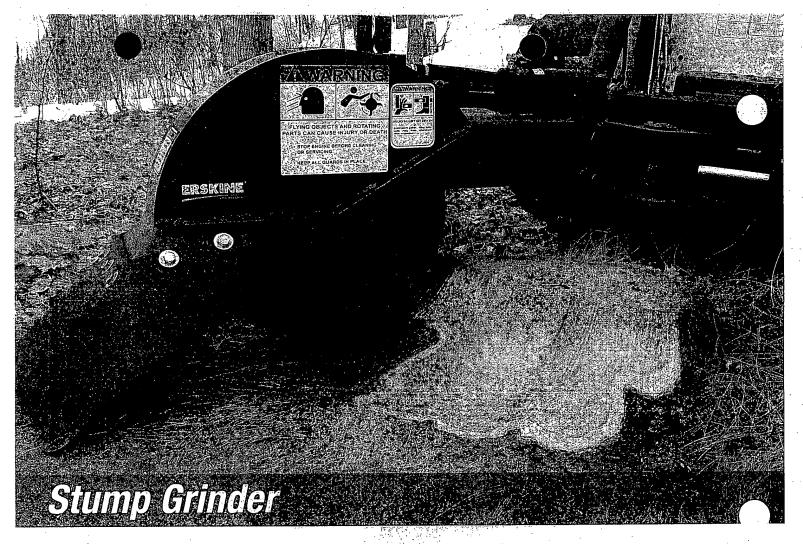
SPECIFICATIONS/OPTIONS

8.8	2410XL - 61"	2410XL - 73"	2410XL - 79"	2410XL - 85"
Model	\$7,995	\$8,195	\$8,295	\$8,395
M.S.R.P.	900981	900982	900984	900983
Part Number	900001	2	2	2
Stage	61"	73"	79"	85"
Width of Cut	36"	36"	36"	36"
Cutting Height	5/8" x 6" boll-on	5/8" x 6" bolt-on	5/8" x 6" bolt-on	5/8" x 6" bolt-on
Cutting Edge	18" open flight	18" open flight	18" open flight	18" open flight
Auger Diameter	24" 4-blade	24" 4-blade	24" 4-blade	24" 4-blade
Fan Diameter	Hydraulic 270°	Hydraulic 270°	Hydraulic 270°	Hydraulic 270°
Chute Rotation	of a common and the parameters of the parameters	Fan/Auger	Fan/Auger	Fan/Auger
Pressure Relief	Fan/Auger	Up to 40'	Up to 40'	Up to 40'
Casting Distance	Up to 40'	976 lb.	1,014 lb.	1,041 lb.
Shipping Weight	918 lb.	Universal	Universal	Universal
Mounting Plate	Universal		Included	Included
Hoses	Included	Included	30-50+ GPM	30-50+ GPM
Hydraulic Flow Requirement	30-50+ GPM	30-50+ GPM		3000-4500 PSI
Operating Pressure	3000-4500 PSI	3000-4500 PSI	3000-4500 PSI	3000-4300 F 31
				V 11 4000
Standard Skid Shoes	Add \$260	Add \$260	Add \$260	Add \$260
Hardened Skid Shoes	Add \$315	Add \$315	Add \$315	Add \$315
Urethane Skid Shoes	Add \$415	Add \$415	Add \$415	Add \$415
Pistol Grip Control Harness	Add \$415	Add:\$415	Add \$415	Add \$415
Loader Specific Wire Harness	Add \$140	Add \$140	Addi\$140	Add \$140
High Flow Couplers (Installed)	Add \$295	/ Add \$295	Add \$295	Add \$295
, Hydraulic Truck Loading Chute	Add \$1,895	Add(\$1;895).	Add \$1,895	Add \$1,895
- Urethane Cutting, Edge	and the state of t	Add \$530	Add \$550	Add \$575
Dubber Cutting Edge	Add \$265	#5. Add \$290 # *	Add \$315	Add \$345

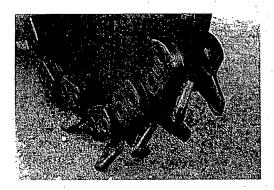
Ontional:

Rubber or Urethane Protective Cutting Edges prevent unwanted damage when used on parking jots decorative driveways, sidewalks, cobblestone and pavers.





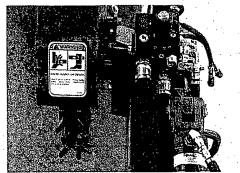
The Stump Grinder is the choice for arborists, large contractors, landscapers and maintenance departments. Mounted on a skid steer, these units are easy to maneuver into tight areas that would be impossible to reach with other types of machines without creating unnecessary damage to property. It features the ideal combination of maneuverability, power, durability, and simplicity.



Carbide teeth with bi-directional cutting design, aggressively chew through any sized stump with little wear.

FEATURES

- Bi-directional cutting design allows for dual pass operation without moving skid steer
- 32 durable carbide teeth a real time saver, reduces labor
- 1/2" x 24" diameter steel plate cutting wheel
- No gear box
- Up to 1,100 rpm cutting wheel speed
- Maximum cutting depth 8" below ground



Offset wheel allows better operator visibility.



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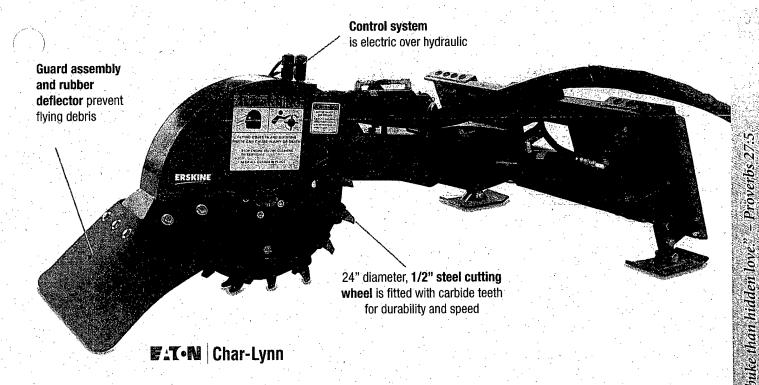
www.erskineattachments.com

SKID STEER



PECIFICATIONS / OPTIONS

Model	Standard Flow	High Flow	Acceptance with a reconstrict factor of
M.S.R.P.	\$5,995	\$6,495	
Part Number	900550	900551	
Operating Weight	540 lb.	540 lb.	remonent various construction of 1
Direct Drive	No Gear Box	No Gear Box	
Hydraulic Requirements	15-30 GPM	31-42 GPM	
Maximum Cutting Diameter	32"	32"	
Maximum Cutting Depth	8" below ground	8" below ground	A CONTRACTOR OF THE STREET
Cutting Arc	55"	55"	
Cutting Wheel Diameter	24"	24"	
Cutting Wheel Speed	590-1,100 RPM	590-1,100 RPM	
Teeth (carbide)	32 Replaceable	32 Replaceable	
Case Drain	N/A	Required	
And the second s	manage and which the desired and the securities of a first security of the securities of the securitie	A CONTROL OF THE PROPERTY OF T	and an artist the state of the
Options	and a shape which is a second and a second as a second		a de la composition della comp
Full Set of Replacement Teeth	\$415	\$415	
Replacement Threaded Tooth Holder	\$20	\$20	e and a second and a second as
5/8" x 2" Recessed Holder Bolt	\$10	\$10	ware inqueries; room when rooms
Pistol Grip Control Harness	\$415	\$415	
Loader Specific Wire Harness	\$140	\$140	
Factory Installed Case Drain Coupler	N/A	\$75	
Factory Installed Couplers	\$125	\$125	
Factory Installed High Flow Couplers	N/A	\$295	· · · · · · · · · · · · · · · · · · ·





Optional:

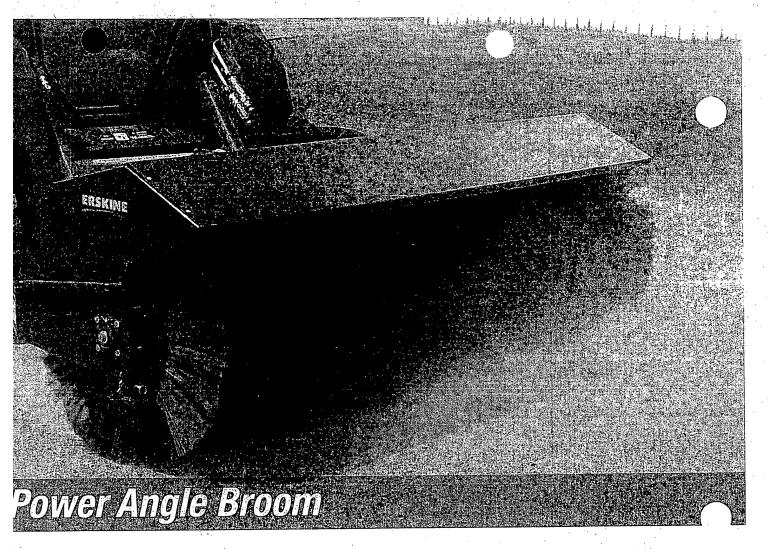
Wire harness for hydraulic models with attachment controls. Fits Cat/ASV (8-pin) and John Deere/New Holland/CASE/ Bobcat (14-pin)



Optional:

Pistol Grip Control Harness is required if skid steer is NOT equipped with attachment control system. (Only needed when ordering hydraulic angling model).





he Power Angle Broom is designed for heavy-duty sweeping of dirt, snow, and other unwanted material. It quickly mounts to our skid steer or tractor loader. Featuring a 68″, 84″ or 96″width, optional hydraulic angle change, and the exclusive Floating orsion System™.



The exclusive E-Z Sweep Floating Torsion
Suspension System™
assists the operator in keeping consistent and correct bristle downpressure, reducing excessive wear on the bristles.

FEATURES

- Easy operation
- Exclusive Torsion Float Suspension
- Fast wafer change time.
- Manual 25° right and left angle
- Optional hydraulic angling 25° right and left angle
- Greasable bearings for longer wear life
- Hydraulic drive motor (no chains) mounted in brush arbor
- . Loader arms raise and lower broom
- Large 32" heavy-duty wafer packages available



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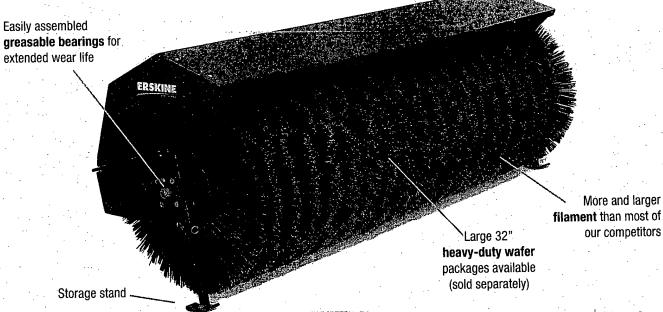
PECIFICATIONS // OPTIONS

680 / 680X / 680XL	840 / 840X / 840XL	960 / 960X / 960XL	
	84"	96"	
a man a second a seco	77" @ 25°	89" @ 25°	
ALL DESCRIPTION OF THE PARTY OF	Manual 25°	Manual 25°	
		Hydraulic Motor Direct Drive	
and the second s	13-24 GPM	10-20 GPM	
	32"	32"	
	40 zig-zag, 2 straight	48 zig-zag, 2 straight	
Universal	Universal	Universal	
	850 lb.	910 lb.	
715 lb.	775 lb.	835 lb.	
	790 lb.	68" 84" 63" @ 25° 77" @ 25° Manual 25° Manual 25° Hydraulic Motor Direct Drive Hydraulic Motor Direct Drive 13-24 GPM 13-24 GPM 32" 32" 33 zig-zag, 2 straight 40 zig-zag, 2 straight Universal Universal 790 lb. 850 lb.	

Options	•		and the second second control of the second	
	\$415	\$415	\$415	The second section of the section of
1 ISTOT CITY CONTROL TRAINING	and the second s	. \$140*	\$140*	•
Loader Specific Wire Harness	\$140°		\$125	The state of the s
Factory Installed Couplers	\$125	\$125	\$123 ·	er en en la grand participation de la

Model I	Drioina			Model I	Pricina			Model F	Pricing		The state of the s
	Manual w/poly	901050	\$4.695	840	Manual w/poly	901056	\$5,195	960	Manual w/poly	901123	\$5,595
680		901052	\$4,795	840	Manual w/steel	901058	\$5,295	960	Manual w/steel	901125	\$5,695
680	Manual w/steel		\$4.895	840	Manual w/poly/steel	901057	\$5,395	960	Manual w/poly/steel	901124	\$5,795
680	Manual w/poly/steel	901051		840X	Hvd. w/poly	901059	\$6,095	960X	Hyd. w/poly	901126	\$6,495
680X	Hyd. w/poly	901053	\$5,595		Hvd. w/steel	901061	\$6,195	960X	Hvd. w/steel	901128	\$6,595
680X	Hyd. w/steel	901055	\$5,695	840X		901060	\$6,295	960X	Hyd, w/poly/steel	901127	\$6.695
. 680X	Hyd. w/poly/steel	901054	\$5,795	840X	Hyd. w/poly/steel	901143	\$6,595	960XL	Hyd. Rev. w/poly	901146	\$6.995
680XL	Hyd. Rev. w/poly	901140	\$6,095	840XL				960XL	Hyd. Rev. w/steel	901148	\$7.095
	Hyd. Rev. w/steel	901142	\$6,195	840XL	Hyd. Rev. w/steel	901145	\$6,695		Hyd. Rev. w/poly/steel		\$7,195
380XL	Hyd. Rev. w/poly/steel	901141	\$6,295	840XL	Hyd. Rev. w/poly/steel	901144	\$6,795	960XL	myu. nev. w/puly/steel	301141	Ψ1,100

* Applies to Hydraulic Models Only





Optional: Wire harness for hydraulic models with attachment controls. Fits Cat/ASV (8-pin) and John Deere/New Holland/CASE/ Bobcat (14-pin)

Optional:

Pistol Grip Control Harness is required if skid steer is NOT equipped with attachment control system. (Only needed when ordering hydraulic angling model).

E-T-N Char-Lynn





ND STATE PROCUREMENT OFFICE 14TH Floor Capitol Tower 600 East Boulevard Bismarck, ND 58501

ATTENTION: Purchasing Officer

To Whom It May Concern:

I hereby authorize the following employees of Acme Electric Motor, Inc. DBA Acme Electric "Tool Crib of the North" to sign bids and contracts on behalf of our business:

Blair Ihmels, Branch Manager Acme Electric "Tool Crib of the North" 3840 East Rosser Avenue Bismarck, ND 58501 Randy Overbeck, Sales Representative Acme Electric "Tool Crib of the North" 3804 East Rosser Avenue Bismarck, ND 58501

In the event of questions or further requirements, please feel free to contact me at 701-746-6481.

Thank you for your consideration.

Sincerely,

Danlel A. Klyhlman

President

ACME ELECTRIC "TOOL CRIB OF THE NORTH"