

North Dakota Department of Transportation
REQUEST FOR BID

NDDOT Contract #50161983

Bid Number: 020-89-16-050	Bid Opening Date & Time: 11/02/2016 02:00 PM
Items: Tractor, Front Wheel Assist, 120 PTO	Buyer: Vanessa Brosten
Bid Mailing Address: 608 East Boulevard Avenue	Telephone Number: 701-328-4466
City, State, Zip: Bismarck, North Dakota, 58505	Email: vbrosten@nd.gov
Contract Period: 11/02/2016 TO 09/30/2017	Date Prepared: 10/14/2016

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

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

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

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

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

Vendor Name <i>Plains Ag LLC, DBA: Northern Plains Equipment</i>		
Mailing Address <i>2933 Twin City Dr, Box 804, Mandan, ND 58554</i>		
Telephone Number <i>701-663-9864</i>	Fax Number <i>701-663-9493</i>	E-mail Address <i>tom.folske@westplains.com</i>

David Anderson - Owner

Name & Title (Type or Print)

David Anderson

Signature

10/26/16

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.)



CLA 54214 (Div. 50)

MAILING INSTRUCTIONS

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

BID IS: ☒ SEALED ☐ NOT SEALED

Address the envelope containing your response in the following manner:

BID NUMBER – 020-89-16-050
BID OPENING DATE/TIME – NOVEMBER 2, 2016; 2:00 PM
N. D. DEPT. OF TRANSPORTATION
PROCUREMENT SECTION
608 E BOULEVARD AVE
BISMARCK ND 58505-0700

BIDDERS INSTRUCTIONS

1. **Assistance to Bidders with a Disability.** Bidders with a disability and/or language assistance, contact Civil Rights Division, NDDOT, 701-328-2978 or civilrights@nd.gov or TTY 711, as soon as possible so that reasonable accommodations can be made. Additionally, the Request for Reasonable Accommodations form (SFN 60135) can be accessed at the following NDDOT website location: <http://www.dot.nd.gov/forms/sfn60135.pdf>.
2. **Award.** Award will be made to a responsive, responsible bidder with the lowest price considering conformity with specifications, terms of delivery, quality, and serviceability. NDDOT reserves the right to consider bids varying in minor respects from any specific requirements herein, but judged to meet the intent of this request.
3. **Awards, Splitting of.** The state reserves the right to make awards by item, groups of items, or on the total low bid for all the items specified as indicated in the detailed specifications. Bidders interested only in the total low bid for all items are to state 'all or nothing' on their bid response.
4. **Bid Bond.** Waived in this instance: however, bidder(s) failing to enter into a contract with this office, upon notification of award, may be subject to removal from the bidder's list.
5. **Bid Held Firm.** Bids are not awarded at the bid opening. Bid responses will be firm for 30 days, unless stated otherwise.
6. **Bid Opening.** All sealed bids received by the NDDOT Procurement Office will be opened and read at 608 East Boulevard Avenue, Bismarck, North Dakota, at the time specified in the solicitation. Interested parties are invited to attend the bid opening.
7. **Bid Summary.** Bid summaries are available when the bid has been awarded. When bids are issued using the State's electronic bidding system, the bid summary will be posted and available for download from: <http://www.nd.gov/spo/>

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

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

9. **Clarifications, Bid Changes and Questions Deadline.** The Procurement Officer is the point of contact. Any irregularities, lack of clarity, requested bid changes and all questions regarding this bid and the procurement process must be addressed to the Procurement Officer referenced on the first page of this document not later than end of business October 24, 2016. (Contact information is indicated on cover page). If a bid amendment is required, it will generally be issued after this date.

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

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

11. **Definitions.**

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

12. **Electronic & Facsimile Bids.** Bid responses are not to be email attached or faxed to the NDDOT unless this transmittal method has been authorized by the Procurement Officer or bid document. (Contact the Procurement officer regarding additional requirements and exceptions.) Bid responses electronically submitted or faxed may be rejected as non-responsive. Bids may be faxed to a third party who will put it in a properly-addressed envelope and deliver it to the NDDOT Procurement Office before the date and time specified in the solicitation.

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

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

15. **Late Bids.** It is the bidder's responsibility to ensure that a bid response is physically deposited with the NDDOT Procurement Office prior to the date and time specified for the opening. Late bid responses will not be opened and will be rejected and returned regardless of the degree of lateness or the reasons.

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

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

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

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

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

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

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

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

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

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

25. **Protest of Award.** An interested party may protest the award within seven days after receiving notice in accordance with N.D.C.C. 54-44.4-12 and N.D.A.C. 4-12-14. Notice of award will be issued only to those bidders who submitted responses to this IFB. Seven calendar days after award or issuance of the Notice of Intent to Award; it will be assumed that all interested parties knew or should have known all the facts surrounding the award.

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

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

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

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

29. **Specifications, Compliance.** All bids submitted in response to this Invitation for Bid must comply with the specifications contained herein, and the successful bidder will be held responsible. Noncompliance with specifications is grounds for rejection of the bid response. Bidders who desire to submit commodities or services that deviate from these specifications or have any objections to the specifications stated herein must be clearly pointed out PRIOR TO THE DEADLINE FOR RECEIPT OF QUESTIONS; otherwise, it will be considered that the items offered are in strict compliance with these specifications, and the bidder will be held responsible.

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

After award of contract:

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

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

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

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

Placement on the bidders list does not guarantee a bidder will receive notice of every formal solicitation. Bidders must maintain current information by submitting a Notice of Change form to the State Procurement Office (Fax 701-328-1615). Visit the website for forms: www.nd.gov/spo/vendor.

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

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

GENERAL CONTRACT TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

7. **Contract Termination.**

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

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

- i. If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term. The contract may be modified by agreement of the parties in writing to accommodate a reduction in funds.
- ii. If federal or state regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
- iii. If any license or certificate required by law or regulation to be held by the contractor to provide the services required by the contract is for any reason denied, revoked or not renewed.

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

c. **Termination for Cause.** The State by written notice to the contractor may terminate the whole or any part of this contract:

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

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

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

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

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

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

11. **Subcontracts, Assignment.** The contractor shall not subcontract, assign or transfer the contractor's interests or duties under this contract without express written consent of the purchasing agency. However, the contractor may enter into subcontracts provided that any such subcontractor acknowledges the binding nature of this contract and incorporates this contract, including any attachments. The contractor is solely responsible for the performance of any subcontractor. The contractor shall not have the authority to contract for or incur obligations on behalf of the State.

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

13. **Service Representative.** The contractor must provide a dedicated customer service representative to provide support for this contract. The contractor shall notify the Procurement Officer in the event the representative is changed.

NAME: Tom Folske
(Name of person servicing this contract)

BUSINESS NAME: Northern Plains Equipment

MAILING ADDRESS: 2933 Twin City Dr, Box 804

CITY & STATE: MANDAN, ND ZIP CODE: 58554

PHONE NUMBER: 701-663-9864 TOLL FREE: 800-223-2972

FAX NUMBER: 701-663-9493 E-MAIL: tom.folske@westplains.com

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
SPECIFICATIONS
FOR**

**120 HP, FRONT WHEEL ASSIST TRACTOR WITH FRONT END LOADER
(John Deere 6150R IVT, Challenger MT535D CVT, Case IH Puma 145 CVT or PRE-APPROVED EQUAL)**

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

The intent of this specification is to describe a front wheel assist tractor with front end loader and variable speed transmission. The tractor/loader will be used for summer and winter maintenance activities such as mowing highway right-of-way and loading road material, loading salt/sand mixtures into tandem axle dump trucks, and operating a variety of 3-point attachments. The tractors will be used to trim around structures in the ditches and used on a snow blower in the winter. It is for these reasons that a variable speed transmission is required. The tractor/loader shall be standard production of the latest model with standard equipment and accessories and in addition meet the following minimum specifications:

	COMPLY YES	NO	SPECIFICATION DEVIATIONS
<u>TRACTOR:</u>			
1. Engine			
a. Liquid cooled, wet sleeve, turbocharged diesel, 6 cylinder, air-to-air aftercooled.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. 120 PTO hp, interim Tier IV emissions standard minimum	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1125 hp
c. Air cleaner with pre-cleaner and in-cab restriction indicator or light	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
d. Spin-on throw-away type oil filter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
e. Muffler	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
f. Engine block heater	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
g. Anti-freeze to -40 degree F	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
h. Foot throttle in addition to hand throttle	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
i. Safety start switch	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
j. Fuel capacity to run for an 8 to 10 hour day, 70 gallon minimum	<input checked="" type="checkbox"/>	<input type="checkbox"/>	86 gal
k. Full flow, vertical mount fuel filter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
l. Fuel/water separator	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
m. Cold weather starting aid	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2. Transmission			
a. John Deere IVT, Caterpillar CVT, Case IH CVT or equal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Left hand power reverser located on steering column	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

BIDDER

David Anderson
David Anderson-owner

	COMPLY YES	NO	SPECIFICATION DEVIATIONS
c. 120 V Transmission heater	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
3. Clutch, if applicable			
a. Wet multi disc, hydraulic actuation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4. PTO			
a. Rear 540 / 1,000 rpm, independent	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Electrical switch	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
c. Wet disc clutch	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
5. Electrical			
a. 12 volt electrical system one 1200 CCA battery minimum	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Lights	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
i. Two halogen headlights	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
ii. Two red tail lights	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
iii. Roof line (no exceptions) mounted Class A directional signal and safety lights with hazard warning switch	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
iv. Work lights front and rear	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
c. Horn	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
d. Key ignition switch	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
e. 150-amp alternator minimum	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
f. Back up alarm	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
g. Must mount a Whelen 12F amber linear LED 4-lamp Micro Freedom warning light to the tractor canopy wired to illuminated on/off switch in cab (The Whelen 12F light will be purchased by the NDDOT and delivered to the successful bidders location. The switch and installation of the light shall be provided by the successful bidder)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
6. Frame / Chassis			
a. Fenders over front and rear wheels	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Minimum 1,600 pounds of rear wheel weights mounted to the inboard side of the rear wheels	<input checked="" type="checkbox"/>	<input type="checkbox"/>	2000 lbs
c. Manufactures standard tool box	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
d. Non-slip steps with handrails for entry and exit	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

DAVID ANTONSON - OWNER

BIDDER David Antonson

		COMPLY YES	NO	SPECIFICATION DEVIATIONS
7. Hitch / Drawbar				
a.	Swinging drawbar extended 5½" beyond rear tires with 3,000 lb vertical static-load capacity	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b.	Rear category II three-point hitch with flexible linkage and 8,000 lb lift capacity with factory quick hitch	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
c.	Front category II three-point hitch with flexible linkage and 4,000 lb lift capacity minimum	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. Axles				
a.	Bar type	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b.	Manual adjustable rims	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
c.	Front, heavy duty to stand up to the carrying load of the loader. Must be the most heavy front axle available from the manufacturer for the model being bid	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
i.	Center-mount differential	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
ii.	Oscillating	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
iii.	Width setting up to 96 inches, outside of tires	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
d.	Rear	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
i.	Width setting up to 96 inches, outside of tires	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
ii.	Inboard planetary final drive	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
iii.	Differential lock	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9. Mechanical Front Wheel Drive				
a.	Electric switch activated to engage and disengage FWD, hand touch pad, rocker switch, or equal mounted in the console	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b.	Differential lock	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
10. Tires				
a.	Front and rear tire compatibility	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b.	Radial bar type lug, 18.4R38 rear, 16.9R26 front or metric equivalent	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
c.	Rear and front wheels turned out--setting out to approximately 96", outside of tires	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
11. Brakes				
a.	Wet disc	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div> <p>DAVID ANTONSON - OWNER</p> <p>BIDDER <u>David Antonson</u></p> </div> <div> <p>RFB 020-89-16-050, Tractor, Front Wheel Assist, 120 PTO</p> <p>Page 9 of 17</p> </div> </div>				

	COMPLY YES	NO	SPECIFICATION DEVIATIONS
b. Hydraulic	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
c. Parking brake or transmission park	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

12. Hydraulic Components

a. Implement pump capacity of 29 GPM minimum	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Closed center system, variable displacement	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
c. Manufacturers standard replaceable filter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
d. 120V hydraulic oil heater if separate from the transmission heater	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
e. Radiator oil cooler	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
f. Three-spool, four-position control with raise, lower, float, and neutral position to provide three-function control PLUS an additional separate electronic joystick control for loader operation consisting of 3 spool valve with loader float position and Power Beyond (all hydraulic controls must be electrically actuated and have electronic flow controls)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

13. Power Steering

Hydrostatic power	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
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14. Cab

a. Factory installed all weather steel ROPS enclosure	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Air conditioning, R134a	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
c. Cab suspension	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
d. Front and rear windshield wipers with washers	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
e. Tinted glass	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
f. Panoramic view roof or similar sunglass in roof to aid view of loader in high-lift positions	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
g. Heater	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
i. Defrosters - factory installed vents and ducts, to keep all windows clear	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
ii. Cab air filter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
h. Standard mirrors - one interior, two exterior (one each side)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
i. Interior cab light	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
j. Cab noise level to meet current federal standards	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

David Anderson - Owner

BIDDER David Anderson

	COMPLY YES	NO	SPECIFICATION DEVIATIONS
k. Deluxe cushioned driver's seat, air suspension, 3-way adjustable, flip-up arm rests, swivel mechanism, and padded back rest	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
l. SAE certified seat belt	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
m. Tilting / telescopic steering wheel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
n. Factory installed AM/FM radio	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
o. Removable rubber floor mat	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
p. (2) auxiliary 12v power outlets	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
15. Instrumentation/engine monitoring system in clear view of operator in cab, including but not limited to:			
a. Hour meter (shall not mark time without engine running)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Tachometer gauge	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
c. Voltmeter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
d. Fuel level gauge	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
e. Coolant temperature gauge	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
f. Engine oil pressure gauge or warning light	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

HD MECHANICAL SELF LEVELING FRONT-END LOADER:


(John Deere H360 , Challenger ML97B, Case IH L760 or equal)

16. Bucket

a. Heavy duty constructed for loading of road materials, additionally reinforced top, bottom, and ends	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. 100% continuously welded	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
c. 1 cubic yard heaped	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
d. Width 95 inches minimum	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
e. Quick-attach system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
f. One or two wedge type, continuous weld, bottom supports	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
g. Punched to accept a bolt on manufactures standard cutting edge with cutting edge installed	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

17. Frame / Chassis

a. HD - Designed for front-wheel drive tractors	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Self-leveling bucket shall have visible leveling indicator	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

BIDDER David Anderson - owner


	COMPLY YES	NO	SPECIFICATION DEVIATIONS
c. Hinge pin size of 1 ¹ / ₄ " minimum	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
d. Grease fittings at all hinge points	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
e. Quick-mount/dismount	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
i. Parking stand	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
f. Grill guard	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

18. Hydraulic Components

a. Bucket tilt cylinders			
i. Two double acting cylinders	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
ii. 3" bore	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
iii. Nitrated cylinder rams if available	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
b. Loader lift cylinders			
i. Two double acting cylinders	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
ii. 3 ¹ / ₄ " bore	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
iii. Nitrated cylinder rams if available	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
iv. Multicoupler quick connect system for disconnecting all hydraulic hoses from tractor in one block fitting	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

NOTE: Loader control - refer to tractor hydraulic components item 12.d.

19. Performance

a. 150" under a level bucket minimum	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Lift capacity 4,100 lb	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
c. Empty raising time to full height 6 seconds maximum	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
d. Loaded raising time to full height 10 seconds maximum	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

TRACTOR AND LOADER UNIT:

20. Manuals/parts information (can be on **cd** or **dvd** if available with exception to operators manuals, Bidder may offer online service and parts information in lieu of paper or digital copies)

a. Two operators manuals per tractor and loader	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Two maintenance manuals per tractor and loader	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
c. Two parts books per tractor and loader	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

BIDDER DAVID ANTONSON - owner
David Antonson

		COMPLY YES	NO	SPECIFICATION DEVIATIONS
d.	One technical repair manual per tractor and loader	<u>X</u>	_____	_____
21.	Paint			
	Manufacturer's standard paint	<u>X</u>	_____	_____
22.	Standards			
	Unit shall meet OSHA standard	<u>X</u>	_____	_____
23.	Warranty			
a.	Manufacturer's one year full warranty, if manufacturer's standard warranty is for a longer period, it shall apply	<u>X</u>	_____	_____
b.	Drive train 2 years, if manufacturer's standard warranty is for a longer period, it shall apply	<u>X</u>	_____	_____
c.	The successful bidder shall be fully responsible for any applicable delivery, pick-up, and site visit costs associated with warranty work throughout the warranty period	<u>X</u>	_____	_____
d.	The loader and bucket shall also be warranted for a period of 1 year against defects	<u>X</u>	_____	_____
e.	A minimum of 2 hours familiarization training shall be given to each delivery location	<u>X</u>	_____	_____

The tractor and front-end loader shall be delivered as a complete unit, ready for operation. The tractor/loader shall be delivered free of any defects due to shipping or workmanship. Product literature should be submitted with the bid.

DAVID ANFISON - OWNER
 BIDDER David Anfison

BID RESPONSE

The award will be based on low bid meeting all specifications to furnish and deliver all items to the following locations less trade in value for each trade item (items 13-18):

ITEM NO.	QTY.	UNIT	DETAILED SPECIFICATIONS	UNIT PRICE	EXTENDED PRICE
1	120 PTO HP, FRONT WHEEL ASSIST TRACTOR WITH LOADER per SSP-76-280-4				
	2	EA	FOB NDDOT BISMARCK DISTRICT 218 S AIRPORT ROAD BISMARCK, ND58504	\$123,000.-	\$246,000.-
2	120 PTO HP, FRONT WHEEL ASSIST TRACTOR WITH LOADER per SSP-76-280-4				
	2	EA	FOB NDDOT VALLEY CITY DISTRICT 1524 8 TH AVE. SW VALLEY CITY, ND 58072	\$123,500.-	\$247,000.-
3	120 PTO HP, FRONT WHEEL ASSIST TRACTOR WITH LOADER per SSP-76-280-4				
	1	EA	FOB NDDOT DEVILS LAKE DISTRICT 316 6 TH ST SE DEVILS LAKE, ND 58301	\$124,000.-	\$248,000.-
4	120 PTO HP, FRONT WHEEL ASSIST TRACTOR WITH LOADER per SSP-76-280-4				
	2	EA	FOB NDDOT MINOT DISTRICT 1305 HWY 2 BYPASS EAST MINOT, ND 58701	\$123,000.-	\$246,000
5	120 PTO HP, FRONT WHEEL ASSIST TRACTOR WITH LOADER per SSP-76-280-4				
	1	EA	FOB NDDOT DICKINSON DISTRICT 1700 3 RD AVE. WEST DICKINSON, ND 596-1	\$123,000.-	\$246,000.-
6	120 PTO HP, FRONT WHEEL ASSIST TRACTOR WITH LOADER per SSP-76-280-4				
	2	EA	FOB NDDOT GRAND FORKS DISTRICT 1951 N WASHINGTON ST GRAND FORKS, ND 58208	\$124,500.-	\$249,000.-
7	120 PTO HP, FRONT WHEEL ASSIST TRACTOR WITH LOADER per SSP-76-280-4				
	2	EA	FOB NDDOT WILLISTON DISTRICT 605 DAKOTA PARKWAY WEST DICKINSON, ND 58802	\$123,000.-	\$246,000.-
8	120 PTO HP, FRONT WHEEL ASSIST TRACTOR WITH LOADER per SSP-76-280-4				
	2	EA	FOB NDDOT FARGO DISTRICT 503 38 TH STREET SOUTH FARGO, ND 58103	\$124,000.-	\$124,000.-

TRACTOR MAKE: Case IH MODEL: Puma 150 CVT
 LOADER MAKE: Case IH MODEL: L765

DELIVERY DAYS AFTER RECEIPT OF ORDER 120 DAYS
David Anderson - owner

BIDDER David Anderson

One complete OEM set of all serviceable filters and required part numbers to be included with each delivered unit to the respective district locations.

	Filter (if applicable)	OEM Part Number(s) – Enter number here		
9	1. Engine oil filter(s)	47364243, 84228488		
	2. Engine coolant filter			
	3. Fuel filter(s)	84412164 47509565, 84328598		
	4. Air filters (engine and cab)	(2) 87726694, 87726699 87683000, 87682990, (2) 87726675		
	5. Transmission filter(s)	87708150		
	6. Hydraulic filter(s)	8770 84417139, 87588814		
	7. Power steering filter			
Filter Package Total Price – One Set per Purchased Tractor (Must ship together to any NDDOT Location)		\$ 639.55		
BIDDER AGREES TO HOLD THE PRICE OF ITEMS 10 THROUGH SEPTEMBER 30, 2017? CHECK ONE			YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
10 OPT 1	120 PTO HP, FRONT WHEEL ASSIST TRACTOR WITH LOADER, <u>LESS FREIGHT</u> THROUGH SEPTEMBER 30, 2017. (DELIVERY LOCATION AND FREIGHT WILL BE NEGOTIATED UPON EXERCISING THIS OPTION) *This option will not be calculated to determine low bid		\$ 123,000.-	
11	FRONT PTO Front mounted 1,000 rpm PTO, must have clockwise rotation (The front and rear PTO rotation must allow implements to operate on either end of tractor without modifications) with 3 pt. Hitch - Dealer Installed		\$ 11,850.-	
12	FRONT AXLE SUSPENSION SYSTEM FOR TRACTOR		\$ 3,750	

DAVID ANTONSON - OWNER
 BIDDER David Antonson

TRADE ITEMS

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

Email requests to: smhauck@nd.gov.

13	<p>TRADE-IN JOHN DEERE 7320 IVT with LOADER The NDDOT reserves the right to exercise the trade-in option This unit #570 is located in the Grand Forks District.</p> <p>Contact: Don Underwood @ (701) 787-6520 Manufacturer: John Deere Model Number: 7320 IVT 2004 model Total hours: Approximately 1980 hours Serial # RW7320D010373</p> <p>Tractor has transmission problems, slips or becomes immobile when warmed up. Engine and all other components are in good running order. Tractor has been out of service since late 2012. Had JD dealer look into problem and was diagnosed as needing to replace the IVT transmission.</p> <p style="text-align: right;">DEDUCT</p>	\$10,000.-
14	<p>TRADE-IN NEW HOLLAND TM130 with LOADER The NDDOT reserves the right to exercise the trade-in option. This unit #589 is located in the Fargo District.</p> <p>Contact: Ron Gwin @ (701) 239-8912 Manufacturer: New Holland Model Number: TM130 2004 model Total hours: Approximately 5578 hours with Miller PL3 loader S/N:04022 Serial # ACM222857</p> <p>Strobe light does not work.</p> <p style="text-align: right;">DEDUCT</p>	\$27,000.-
15	<p>TRADE-IN KUBOTA M8200 with SIDE ROTARY MOWER The NDDOT reserves the right to exercise the trade-in option. This unit #461 is located in the Williston District.</p> <p>Contact: Ken Esterby @ (701) 774-2720 Manufacturer: Kubota Model Number: M8200 2001 model with Side Rotary Mower Total hours: Approximately 3071 hours Serial # 10704</p> <p>Tractor has engine damage.</p> <p style="text-align: right;">DEDUCT</p>	\$4,500.-
16	<p>TRADE-IN NEW HOLLAND TN70DA with SIDE SICKLE MOWER The NDDOT reserves the right to exercise the trade-in option. This unit #412 is located in the Devils Lake District.</p> <p>Contact: Bradley DePlazes @ (701) 665-5120 Manufacturer: New Holland Model Number: TN70DA 2004 model with 6 FT Side Sickle Mower Total hours: Approximately 1500 hours Serial # HJE009971</p> <p style="text-align: right;">DEDUCT</p>	\$13,500.-

BIDDER

David Anderson - Owner

17	TRADE-IN NEW HOLLAND TN70DA with SIDE SICKLE MOWER The NDDOT reserves the right to exercise the trade-in option. This unit #465 is located in the Devils Lake District. Contact: Bradley DePlazes @ (701) 665-5120 Manufacturer: New Holland Model Number: TN70DA 2005 model with 6 FT Side Sickle Mower Total hours: Approximately 1178 hours Serial #: HJE035863	DEDUCT \$14,000.-
18	TRADE-IN NEW HOLLAND TN70DA with SIDE SICKLE MOWER The NDDOT reserves the right to exercise the trade-in option. This unit #466 is located in the Devils Lake District. Contact: Bradley DePlazes @ (701) 665-5120 Manufacturer: New Holland Model Number: TN70DA 2005 model Total hours: Approximately 1742 hours Serial #: HJE034346	DEDUCT \$13,200.-

David Anfinson - owner

BIDDER Dan Anfinson

Amendment No. 1

To: ALL INTERESTED SUPPLIERS
From: North Dakota Department of Transportation
Date: October 24, 2016
Re: Amendment to Bid 020-89-16-050, TRACTOR, FRONT WHEEL ASSIST, 120 PTO

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

On page 14 of 17, Bid Response page, make the following change:

The award will be based on low bid meeting all specifications to furnish and deliver all items to the following locations less trade in value for each trade item (items 13-18):

ADD: Preference will be given to bidders who bid all items and provide trade value for each of the trade items.

Question 1: Further review of the 120HP bid request has raised another question. #5 on page 14 lists 1 tractor delivered to Dickinson and #7 on page 14 list 2 tractors delivered to Dickinson. The address on #7 appears to be for Williston. Please clarify.

Answer 1: Reference page 14 of 17, item numbers 5 and 7. Make the following address corrections:

Item no. 5 **FOB NDDOT Dickinson District
1700 3rd Ave. West
Dickinson, ND 58601**

Item no. 7 **FOB NDDOT Williston District
605 Dakota Parkway West
Williston, ND 58802**

Question 2: Are trades specific to the tractor bids for the districts listing the trades? If we bid only Dickinson District tractors and no trades are listed in that district do we need to consider trades from other districts?

Answer 2: Trades are not specific to tractor delivery locations. See above: "The award will be based on low bid meeting all specifications to furnish and deliver all items to the following locations less trade in value for each trade item (items 13-18):

ADD: Preference will be given to bidders who bid all items and provide trade value for each of the trade items.

Question 3: The front PTO listed as 11 on page 15 and front axle suspension listed on 12 on page 15 are factory installed options. Is the bid to include these or is there to be two bids one with and one without these options?

Answer 3: Reference page 15 of 17, item numbers 11 and 12. Make the following change:

Item 11: FRONT PTO (Factory Installed)

Front mounted 1,000 rpm PTO, must have clockwise rotation (The front and rear PTO rotation must allow implements to operate on either end of tractor without modifications). Please provide an additional amount for the factory installed Front PTO in the event NDDOT wishes to exercise this option. *with 3pt hitch - dealer installed*

ADD:\$ 11,850.00

Item 12: FRONT AXLE SUSPENSION SYSTEM FOR TRACTOR (Factory Installed). Please provide an additional amount for the factory installed Front Axle Suspension System in the event NDDOT wishes to exercise this option.

ADD:\$ 3750.00

Question 4: Do we have to do all the tractors or can we just do one? If we do one for Devils Lake, which tractor do we look at for trading in?

Answer 4: See above "The award will be based on low bid meeting all specifications to furnish and deliver all items to the following locations less trade in value for each trade item (items 13-18):

ADD: Preference will be given to bidders who bid all items and provide trade value for each of the trade items.

Question 5: What is the timetable for getting a tractor if we do get the bid?

Answer 5: April 1st delivery.

Question 6: On page 15, item no. 11, does there need to be any extra hydraulic outlets "other than what is standard on the tractor: for the front PTO?

Answer 6: NDDOT does not request any additional auxiliary outlets.

Question 7: Can you just submit a bid for a certain district? Example Grand Forks District, because this is our area of operation with John Deere.

Answer 8: See above "The award will be based on low bid meeting all specifications to furnish and deliver all items to the following locations less trade in value for each trade item (items 13-18):

ADD: Preference will be given to bidders who bid all items and provide trade value for each of the trade items.

Vendors are instructed to acknowledge receipt of and compliance with this amendment by signing below and returning this acknowledgement with your bid or proposal.

Any questions regarding this amendment must be submitted in writing to the undersigned Procurement Officer.

Vanessa Brosten, Procurement Officer
PHONE: 701-328-4466
FAX: 701-328-0310
E-MAIL: vbrosten@nd.gov

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

PRINTED NAME OF BIDDER OR OFFEROR <u>and TITLE</u> <i>David Anderson - Owner</i>	
SIGNATURE <i>David Anderson</i>	DATE <i>11-8-2016</i>

Amendment No. 2

To: ALL INTERESTED SUPPLIERS

From: North Dakota Department of Transportation

Date: October 31, 2016

Re: Amendment to Bid 020-89-16-050, TRACTOR, FRONT WHEEL ASSIST, 120 PTO

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

Question 1: Question on Front Three Point, do you want that with PTO or not; Section 7, Item C?

Answer 1: This can be omitted if it doesn't fit for those units where the front 3 point option is added.

Vendors are instructed to acknowledge receipt of and compliance with this amendment by signing below and returning this acknowledgement with your bid or proposal.

Any questions regarding this amendment must be submitted in writing to the undersigned Procurement Officer.

Vanessa Brosten, Procurement Officer
PHONE: 701-328-4466
FAX: 701-328-0310
E-MAIL: vbrosten@nd.gov

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

PRINTED NAME OF BIDDER OR OFFEROR <u>and</u> TITLE	
David Anderson - Owner	
SIGNATURE	DATE
David Anderson	11-9-2016

Amendment No. 3

To: ALL INTERESTED SUPPLIERS

From: North Dakota Department of Transportation

Date: November 1, 2016

Re: Amendment to Bid 020-89-16-050, TRACTOR, FRONT WHEEL ASSIST, 120 PTO

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

THE BID OPENING SCHEDULED FOR NOVEMBER 2, 2016 AT 2:00 P.M. HAS BEEN RESCHEDULED.

THE NEW BID OPENING DATE AND TIME ARE AS FOLLOWS:

NOVEMBER 9, 2016 AT 2:00 P.M.

The following clarifications have been made:

DELETE: Specification 7 (c), on page 9 of 17 of the bid document.

Change Item 11 of Bid Response, page 15 of 17 to read as follows:

11 OPT 2	FRONT 3 POINT HITCH and PTO Front mounted 1,000 rpm PTO, must have clockwise rotation (The front and rear PTO rotation must allow implements to operate on either end of tractor without modifications) Front category II three-point hitch with flexible linkage and 4,000 lb lift capacity minimum	\$11,850.00
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Front grill guard can be eliminated if front 3 point hitch and PTO option is added.

Vendors are instructed to acknowledge receipt of and compliance with this amendment by signing below and returning this acknowledgement with your bid or proposal.

Any questions regarding this amendment must be submitted in writing to the undersigned Procurement Officer.

Vanessa Brosten, Procurement Officer
PHONE: 701-328-4466
FAX: 701-328-0310
E-MAIL: vbrosten@nd.gov

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

PRINTED NAME OF BIDDER OR OFFEROR and TITLE <u>David Anderson owner</u>	
SIGNATURE <u>David Anderson</u>	DATE <u>11-9-2016</u>

Amendment No. 4

To: ALL INTERESTED SUPPLIERS
From: North Dakota Department of Transportation
Date: November 8, 2016
Re: Amendment to Bid 020-89-16-050, TRACTOR, FRONT WHEEL ASSIST, 120 PTO

THE BID OPENING SCHEDULED FOR NOVEMBER 9, 2016 AT 2:00 P.M. HAS BEEN RESCHEDULED.

THE NEW BID OPENING DATE AND TIME ARE AS FOLLOWS:

NOVEMBER 14, 2016 AT 2:00 P.M.

The following changes have been made to the bid response page of bid:

Reference page 15 of 17, item numbers 9, 11 and 12. Make the following change:

Item 9: Filter package with **extended pricing through September 30, 2017.**

\$ 639.⁵⁵

Item 11, Option 2: FRONT PTO (Factory Installed)

Front mounted 1,000 rpm PTO, must have clockwise rotation (The front and rear PTO rotation must allow implements to operate on either end of tractor without modifications). Front category II three-point hitch with flexible linkage and 4,000 lb lift capacity minimum. *Dealer Installed*

Please provide an additional amount with **extended pricing through September 30, 2017.**

ADD:\$ 11,850.⁰⁰

Item 12, Option 3: FRONT AXLE SUSPENSION SYSTEM FOR TRACTOR (Factory Installed).

Please provide an additional amount for the factory installed Front Axle Suspension System with **extended pricing through September 30, 2017.**

ADD:\$ 3,750.⁰⁰

Vendors are instructed to acknowledge receipt of and compliance with this amendment by signing below and returning this acknowledgement with your bid or proposal.

Any questions regarding this amendment must be submitted in writing to the undersigned Procurement Officer.

Vanessa Brosten, Procurement Officer
PHONE: 701-328-4466
FAX: 701-328-0310
E-MAIL: vbrosten@nd.gov

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

PRINTED NAME OF BIDDER OR OFFEROR and TITLE	
<i>David Anderson - owner</i>	
SIGNATURE	DATE
<i>David Anderson</i>	<i>11-8-2016</i>