North Dakota Department of Transportation **NDDOT Contract #** 50160196

INVITATION TO BID

Bid Number: 745-00-16-050	Bid Opening Date & Time: 02/10/2016 03:00 PM
Items: Bituminous Oil	Buyer: Vanessa Brosten
Bid Mailing Address: 608 East Boulevard Avenue	Telephone Number: 701-328-4466
City, State, Zip: Bismarck, North Dakota, 58505-0700	Email: vbrosten@nd.gov
Contract Period: 02/17/2016 TO 01/31/2017	Date Prepared: 01/22/2016

BID RESPONSE

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

CONTRACT

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

Vendor Name	Vendor Address
NorMont Equipment Co.	1157 Wire Mill Rd, Black Eagle, MT 59414

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

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

Vendor Name NorMont Equipment Co		
Mailing Address 1157 Wire Mill Rd Black Eagle, MT 59414		
Telephone Number 406-453-4344	Fax Number 406-761-7880	E-mail Address LSTEWART@NMEQCO.COM

Luke Stewart - General Manager
Name & Title (Type or Print)

Signature

2/8/16
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.)

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

Authorized Signature Grant Levi		Date 3/1/16
Recommended for approval	Date 2-29-16	Approximate contract amount $ 555,439.50

NDDOT North Dakota Department of Transportation

APPROVED as to execution this 1 day of March 2016
ATTORNEY GENERAL
By
SPECIAL ASST. ATTORNEY GENERAL

CLA 7480 (Div. 50)

MAILING INSTRUCTIONS

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

BID IS: ☒ SEALED ☐ NOT SEALED

Address the envelope containing your response in the following manner:

BID NUMBER - 745-00-16-050
BID OPENING DATE/TIME - February 10, 2016; 3:00 p.m.
N. D. DEPT. OF TRANSPORTATION
PROCUREMENT
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 February 1, 2016. (Contact information is indicated on cover page). 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. **Open Records. 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.

20. **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.

21. **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.

22. **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.

23. **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.

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

25. **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.

26. **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).

27. **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.

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

After award of contract:

a) If a conflict arises between a supplemental term or condition included in the bid and a term or condition of the ITB, the term or condition of the ITB will prevail, and,
b) If the State's rights would be diminished as a result of application of a supplemental term or condition included in the bid, the supplemental term or condition will be considered null and void.
c) If any supplemental term or condition included in the bid is approved by NDDOT and issued by written amendment(s) that supersede(s) the bid document; then the prior two subsections a) and b) will no longer apply.

Changes, modifications, additions, or alterations to the bid document which have been approved by NDDOT will be issued by written amendments which will supersede the original bid document.

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

30. **Vendor Registration.** Bids will be accepted from bidders who are not currently Approved Bidders for the State of North Dakota; however, the successful bidder will 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. **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. **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.

4. **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.

5. **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.

6. **Contract Price Adjustment.** The Contract Unit Prices shall be firm for the twelve (12) months of the contract period. On an annual basis, all unit prices may be subject to price adjustment (increase / decrease). The request for a price adjustment shall be submitted to the Procurement Office at least forty five (45) days before the scheduled contract expiration date and must include justification for the proposed change. The Procurement Officer will respond as follows:

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

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

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

7. **Contract Term and Renewal Option.** The NDDOT will enter into a contract with an effective date **beginning the date of last signature, and ending January 31, 2017**, inclusive. This contract may be renewed upon satisfactory completion of the initial contract term. The NDDOT reserves the right to execute up to four options to renew this contract for a period of twelve (12) months each, not to exceed sixty (60) months total. Renewals will be documented by amendment.

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

8. **Contract Price:** 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.

The total bid price is to include all discounts and deductions, and is to be less federal and state taxes. The contract prices shall be firm for the entire contract period.

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

10. **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 of default 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.

11. **Estimated Volume.** The volume of this contract as listed in the bid response is estimated. Quantity estimates are not to be considered as either a minimum or maximum, but rather an estimate based upon past and anticipated usage. The contractor or contractors will be required to furnish actual requirements upon order. There is a possibility that no purchases will be made on some of the bids accepted.

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

13. **Material and Workmanship.** All material and workmanship shall be subject to inspection and testing by the state either at: (1) the point of manufacturer, or; (2) place of storage, or; (3) upon receipt.

14. **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.

Third party trucking companies will be allowed. The prime contractor is responsible for ensuring that the subcontracted trucking companies comply with contractual obligations including maintaining the same scope of insurance as is required of the contractor.

15. **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.

16. **Title.** Title transfers when material passes the flange and transfers into a State owned or State designated vessel. The contractor shall be responsible for any loss prior to the actual receipt of the items by the state or its agent.

IMPORTANT INSTRUCTIONS – POSSIBLE CAUSE FOR REJECTION:

1. Bids will be considered irregular and may be rejected for reasons set forth in Section 102.08 of the NDDOT Standard Specifications adopted October 2008 and supplemental specifications effective March 1, 2013.

2. If the Invitation to Bid is not properly signed. It must be signed by a person having apparent legal authority, such as owners, partners, president, or vice president. If signed by other corporate officers then an authorizing letter or a Power of Attorney must be attached.

3. If the entire Invitation to Bid is not submitted, or if the bid is not on Department furnished forms, or if the forms are altered or any part is detached.

4. If the submitted proposal fails to comply with any other requirements of the Invitation to Bid.

5. If there are unauthorized additions, conditional or alternate bids, or irregularities of any kind which may make the bid's meaning incomplete, indefinite, or ambiguous.

6. If the bidder adds any provisions reserving the right to accept or reject an award, or to enter a contract pursuant to an award.

7. It is determined that any of the prices are materially unbalanced to the potential detriment of the Department.

8. The bidder shall indicate shipping point, enter freight price per ton to the district, enter the bid price per ton (including freight price) F.O.B. to the district as indicated in the bid response.

9. If the unit prices are not typed or entered in ink.

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

General Provisions and Specifications for Supply of Bituminous Materials

General Provisions:

1. Duration of the contract will be from the date of last signature through January 31, 2017. This contract may be renewed upon satisfactory completion of the initial contract term. The NDDOT recognizes that plant production will affect the time frame in which products are available.

2. Bids for supplying and delivering of bituminous materials will be received by the North Dakota Department of Transportation (NDDOT), Procurement Office, 608 East Boulevard Avenue, Bismarck ND 58505-0700. All proposals shall be sealed and marked "PROPOSALS FOR FURNISHING BITUMINOUS MATERIALS" and delivered to the above address no later than 3:00 p.m., on Wednesday, February 10, 2016, at which time the proposal will be opened and read. All proposals delivered late will be returned unopened to the sender.

3. The bidder agrees to provide all materials at the times and places specified in the Invitation to Bid, all in conformity with the bidder's proposal, NDDOT's Standard Specifications for Road and Bridge Construction, and the current edition of the Supplemental Specifications to the Standard Specifications, all of which are incorporated by reference into the contract.

4. The Standard Specifications and the Supplemental Specifications are intended to be complimentary and to describe and provide for a complete work. In case of discrepancy, the terms and conditions of the Invitation to Bid shall govern over the Standard Specifications and Supplemental Specifications.

5. The NDDOT reserves the right to waive technicalities in the proposal.

6. Materials used by NDDOT are not subject to North Dakota Sales or Use Tax, or Federal Transportation Tax.

7. The quantities shown are estimates only and are used for the purpose of obtaining unit bid prices. The quantity purchased may be greater or less than the quantity stated in the proposal. Unit price adjustments will not be allowed for an increase or decrease in quantities.

8. Upon bidder's default of award to supply material as specified in the proposal, the Department will move to the next lowest bidder to secure materials needed to support the maintenance effort. The nonperforming awarded bidder will be responsible to the Department for the increased cost the Department incurs in obtaining materials at the higher price. Contractor will receive a written notice of deduction.

9. The NDDOT and all bidders who subcontract are obligated to affirmatively ensure that in any contract entered into pursuant to this advertisement, minority or women's business enterprises will be afforded a full opportunity to participate and to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, or disability in consideration for an award.

Delivery Requirements:

1. All truck transport shipments of liquid bituminous material must be made in insulated tanks.

2. The NDDOT may direct the shipment of liquid bituminous material to any point within that district, at the bid price of the product for the district.

3. All truck transports shall be equipped to unload the liquid bituminous material from the transports to NDDOT trucks or facilities. Outdoor unloading. Connecting and unloading into the tank requires a pump and a 3" diameter 25' length hose with female end. The supplier's delivery person shall use their own equipment to unload the liquid bituminous oil into NDDOT tanks.

4. All transports will have sampling devices on the units making delivery to the Department. Two samples will be taken from each transport or tank car. The supplier's delivery person shall extract these samples in the presence of a Department employee. One sample will be tested by NDDOT. The second sample will be retained at the district as a check sample.

5. The supplier is responsible for weighing each shipment at the supply source, sealing the tank, recording the type of bitumen, its specific gravity (or typical specific gravity), and the gross, tare, and net weight on the shipment manifest.

6. The NDDOT reserves the right to weigh any load at the destination.

7. The supplier will be required to meet local haul limitations for roadway systems leading to the point of destination.

8. When ordering product, the NDDOT will indicate to the contractor the necessary destination point and arrival time, the desired product purpose (road application or storage) and the purchase order number. If the supplier is unable to meet the order requirements, the supplier must advise the NDDOT within 24 hours of the time the order was placed by facsimile or e-mail.

9. Two hours of free time for unloading will be allowed by the supplier at the destination point. After the initial two hours per container of free time for unloading, the NDDOT will reimburse the supplier at $60.00 per hour or $15.00 per 15-minute period and any portion thereof. Free time will commence at the supplier's requested arrival time or when the shipment arrives during scheduled work, whichever is later.

10. Liquid bituminous shall meet or exceed the following minimum temperatures, as measured at the destination point.

MATERIAL	DELIVERED TEMPERATURE FOR APPLICATION
MC 70 cutbacks	150° F
MC *250 cutbacks	200° F
MC *3000 cutbacks	260° F
CSS-1H Dilute	100° F
Emulsions	125° F

*When districts request MC 250 for storage, delivery temperature shall be minimum 185° F. When districts request MC3000 for storage, delivery temperature shall be minimum 230° F. Districts shall indicate the purpose when ordering.

The NDDOT will assess a price reduction for material delivered and not meeting the above minimum temperature requirements in accordance with the Measurement and Payment section of this proposal.

Measurement and Payment:

1. Measurement, payment, and price reductions for material failing to meet specifications shall comply with section 109 of the NDDOT Standard Specifications for Road and Bridge Construction, adopted October 2008 and supplemental specifications effective March 1, 2013.

If the contractor's testing methods vary from those required by the bid document; then measurement, payment, and acceptance of the product will be based on sampling and testing of the delivered product meeting NDDOT specifications.

2. The cost of the material and all costs of shipping and handling shall be included in the bid.

3. The supplier will bill the NDDOT on a single invoice for supplying and delivering the bituminous material. Cost of material (F.O.B. refinery) and the freight cost shall be listed separately on the invoice. Suppliers will indicate the order number(s) on their invoice.

4. Liquidated damages will be assessed for late delivery of liquid bituminous material, and/or for failure of the product to meet delivery specifications, that result in a work delay for NDDOT personnel. The liquidated damages will be assessed for each type of work delay in accordance with the following schedule:

a.	Roadway sealing operations	$ 400 per hour
b.	All other work activities	$ 80 per hour

Districts will notify the Maintenance Division regarding all late deliveries causing work delay. The contractor will receive a written notice of deduction from the NDDOT.

5. The NDDOT, in consideration for the unit price obtained from the supplier, agrees to purchase from each contract a minimum of $500 of product during the contract period.

Material Specifications:

Specifications for cutbacks and emulsions shall comply with the following provisions:

818.1 GENERAL REQUIREMENTS

The original certificate covering material shipped in each car or tank truck shall be furnished at the time of shipment.

The certificate shall be furnished to the applicable Department's District office and shall contain the following information:

1. Project number
2. Destination
3. Quantity contained in car or tank truck
4. Gross, tare, and net weights, if shipped by truck
5. Train car identification or Truck and trailer identification numbers
6. Type and grade of bitumen
7. Date of shipment
8. Specific gravity
9. Statement that the material meets all of the specifications

818.2 SPECIFIC REQUIREMENTS

A. MEDIUM-CURING CUTBACK ASPHALT - AASHTO M-82

MC3000 shall meet the following requirements:

	AASHT0	MC3000
Kinnematic Visc @ 140^0 F., cs	T-201	3000-7000
Flash Point (TOC), F.	T-79	150 Min
Water, Percent	T-55	0.2 Max
Distillation test:		
Distillate % Volume		
to 437^0 F.		
to 500^0 F.		0-15%
to 600^0 F.		15-75%
% Residue from distill to 680^0 F.	T-78	80 Min
Tests on Residue from Distillation:		
Penetration @ 77^0 F.	T-49	250 Max
Ductility @ 77^0 F.	T-51	100 Min

Tests on Polymerized Base Asphalt:

Ductility@ 77° F.	T-51	100 Min
Ductility @ 39° F. (5 cm/min, cm)	T-51	50 Min
Toughness, inch-pounds	*	75 Min
Tenacity, inch-pounds	*	50 Min
% Polymer	-	2% Solids Min

*Benson Method for Toughness/Tenacity Inch Pounds @ 77° F; 20 inch pull tension head 7/8" diameter.

B. CATIONIC EMULSIFIED ASPHALT

1. **Cationic Emulsified Asphalt (Summer Season).** Grade CRS-2 must be available from approximately mid-April to mid-September. Grade CRS-2 shall meet the requirements of AASHTO M-208 with the following exceptions:

a. Grade CMS-2 shall have 5% to 15% oil distillate by volume of emulsion.

b. Grade CMS-2h and CSS-1h, the maximum penetration permitted at 77° F. (25° C) 100 gm, 5 sec, in the "Test on Residue from Distillation Test," shall be raised to 120.

c. Footnote "b" of AASHTO M-208 will not apply to either the storage stability or the sieve test requirements.

2. **Polymer Modified Cationic Emulsified Asphalt.** Grade CRS-2P shall meet the requirements of AASHTO M-316.

3. **Modified CRS-2 Emulsified Asphalt (Spray Patcher – Early/Late Season)** The modified CRS-2 will be used for early and late season spray patching and must be available from approximately mid-February to mid-April, and from approximately mid-September to the end of the season. This contract will begin on the date the contact is awarded in 2016. The emulsion shall meet the following requirements:

TEST	ASTM Test Method	MIN	MAX
Viscosity, Saybolt Furol @ 50°C, s	T59	50	200
Storage Stability test, 24 hr, %	T59		1
Demulsibility, 35ml 0.8% sodium dioctyl sulfosuccinate, % (a)	T59	40	
Particle charge test	T59	Positive	
Sieve test, %	T59		0.3
Residue (% by mass)	T59	65	
Oil distillate, % (by volume of emulsion)	T59	1.5	5.0
Tests on Residue from Distillation:			
Penetration @25°C, 100 g, 5 sec, dmm	D-5	50	200
Ductility @25°C,5 cm/min	D-113	40	
Minimum delivered temperature 125 degrees Fahrenheit			

C. ANIONIC EMULSIFIED ASPHALT - AASHTO M-140

When using SS-1h, the maximum penetration permitted at 77° F. (25° C) 100 gm, 5 sec, in the "Test on Residue from Distillation", shall be raised to 120.

HFRS-2P emulsified asphalt shall be an emulsified blend of polymerized asphalt, water, and emulsifiers. The asphalt cement shall be polymerized prior to emulsification and shall contain a minimum of three percent polymer by weight of asphalt cement. The emulsion, standing undisturbed for a minimum of 24 hours shall show no white, milky separation, but shall be smooth and homogeneous throughout. The emulsion shall be pumpable and suitable for application through a distributor.

HFRS 2P		
Tests on Emulsions	**Min**	**Max**
Viscosity, Saybolt Furol @ 122°F (50°C)	50	400
*Storage Stability	Passes	
**Cure Test	Passes	
Sieve (%)		0.1
***Demulsibility 50ml 0.10 N $CaCl^2$, %	40	
****Oil Distillate by Volume of Emulsion, %		3.0
Residue by Distillation, %	65	
Tests on Residue from Distillation Tests		
Penetration @ 77°F (25°C)	100	200
Ductility @ 39°F (4°C) 5 cm/min, cm	30	
Softening Point (R & B) Degrees F	100	
Elastic Recovery @ 50°F (10°C)	55	
Float Test @ 140°F (60°C), sec	1200	

*Storage Stability: In addition to requirement of AASHTO T-59, on examination of the test cylinder after the emulsion has been standing undisturbed for 24 hours, the surface shall show no white, milky covered substance but shall be a homogenous brown color throughout.

**The cure test is performed as follows: Pour approximately 1 gram of (HFMS-2P or HFRS-2P) emulsion onto a metal surface (lid of a 3 oz. Ointment tin). Allow the test sample to cure at temperatures of at least 80°F under a heat light for 4 hours. The outdoor sunlight may be used as a testing site. After the 4-hour curing period, the (HFMS-2P or HFRS-2P) emulsion shall show no tackiness or tendency to stick to the fingers when pressed.

***This test not a requirement on representative samples is waived if successful application of the material has been achieved in the field.

****The distillation test for CRS-2P emulsion shall be in accordance with AASHTO T 59, 8-12 except that the distillation temperature shall be what the emulsion manufacturer recommends.

PROPERTY	ASTM TEST	HFMS-2	HFRS-2
Viscosity, Sabolt Furol @ 122^0 F. (50^0 C)	Note #1	35-150	50-200
Sieve Test, Retained on #20, max %	Note #1	0.1	0.1
Storage Stability, 24 hour, max %	Note #1	1.0	1.0
Asphalt Residue by Distillation, min %	Note #2	62	63
Oil Portion of Distillate by volume, max %	D-244	3.0	3.0
Float Test @ 140^0 F., seconds, min	Note #3	1200	1200
Solubility in Trichloroethylene, min %	D-4	97.5	97.5
Penetration, 77^0 F., 100 gm, 5 sec	D-5	140-225	140-225
Apparent Viscosity @ 140^0 F.	D-4957	Note #4	Note #4
Demulsibility, 0.02 N $CaCl_2$, min %	D-244	-	40
Demulsibility, 0.1 N $CaCl_2$, min %	-	30	-

BIDDER NuStart Equipment Co.

PROPERTY	ASTM TEST	HFMS-2	HFRS-2
Ductility, 77^{0}F., 5 cm/min, cm, min	AASHTO T-51	-	40
Elastic Recovery, 50^0 F., min %	T-301-Note #5	-	-

Note 1 - AASHTO T-59 shall be used for the Storage Stability, Sieve Test, and the Sabolt Furol Viscosity Test. The test results shall be reported, but the requirements may be waived if successful application of the material has been achieved in the field.

Note 2 - AASHTO T-59 will be used except when testing the HFRS-2P. The test shall be modified to include a 400+ 10^0 F maximum temperature to be held for 15 minutes.

Note 3 - ASTM Method D-139 shall be used to test the float.
When testing HFMS-2, the residue from distillation shall be poured immediately into the float collar at 500^0 F. If the residue has been allowed to cool, it shall be reheated and poured into the collar.

When testing HFRS-2P, the residue from distillation shall be poured into the float collar at 400^0 F.

Note 4 - Viscosity-Penetration results shall fall within the designated area on the chart on pg. 552 of the 2008 NDDOT Standard Specs at a shear rate of 1.0 sec^{-1}. The viscosity will be determined using a Modified Koppers size 100 viscometer tube at 140^0 F. and 300 mm Hg vacuum.

Note 5 - Testing for the Elastic Recovery should be tested according to AASHTO T-301, Elastic Recovery Test of Bituminous Materials by Means of a Ductilometer, with the following changes:

- Section 3.2 - One briquette is required for this test.
- Section 3.3 - Water Bath temperature shall be 50°F.
- Section 3.4 - Use appropriate ASTM thermometer, or equivalent thermometric device.
- Section 4.2 - Emulsified asphalt residue for testing should be obtained via distillation at 400 ± 10°F, that is held for 15 minutes, NOT via oven evaporation as shown.
    - If there is foreign (solid) matter in the distillation residue, pour the material through a No. 50 sieve that has been preheated at 275 ± 9°F prior to pouring into the test mold.
- Section 4.5 - Cut the specimen immediately upon stopping elongation. Do NOT hold in the elongated position for 5 minutes prior to cutting.

ESTIMATED MC3000 REQUIREMENTS IN TONS
DELIVERED TO THE FOLLOWING DISTRICT SECTION LOCATIONS

BISMARCK DISTRICT			VALLEY CITY DISTRICT	
LOCATION	MC 3000		LOCATION	MC 3000
Bismarck	120		Ashley	
Center	60		Courtenay	
Flasher	60		Edgeley	
Glen Ullin	60		Ellendale	
Linton	60		Gackle	24
McClusky	60		Litchville	
Napoleon	60		Jamestown	
Selfridge	40		Medina	
Steele			Oakes	
Underwood	60		Valley City	
			Wishek	
TOTAL	580 TONS		TOTAL	24 TONS

DEVILS LAKE DISTRICT			MINOT DISTRICT	
LOCATION	MC 3000		LOCATION	MC 3000
Cando	25		Bottineau	50
Carrington	25		Garrison	50
Devils Lake	50		Harvey	50
Langdon	25		Kenmare	50
Maddock			Minot	50
Pekin	25		Mohall	50
Rolla	25		Parshall	50
Rugby			Towner	50
Starkweather	25		Velva	50
TOTAL	200 TONS		TOTAL	450 TONS

BIDDER Northwest Equipment Co.

ESTIMATED BITUMINOUS MATERIAL REQUIREMENTS
DELIVERED TO THE FOLLOWING DISTRICT SECTION LOCATIONS

DICKINSON DISTRICT			GRAND FORKS DISTRICT	
LOCATION	MC 3000		LOCATION	MC 3000
Beach	28		Adams	
Belfield			Cavalier	25
Beulah			Cooperstown	25
Bowman			Drayton	
Dickinson	28		Finley	
Halliday			Grafton	
Hettinger			Grand Forks	25
Killdeer			Larimore	
Mott			Michigan	
New England				
Richardton				
TOTAL	56 TONS		TOTAL	75 TONS
WILLISTON DISTRICT			**FARGO DISTRICT**	
LOCATION	MC 3000		LOCATION	MC 3000
Bowbells			Casselton	
Crosby			Fargo	
New Town			Forman	
Stanley	25		Hillsboro & Mayville	
Tioga			Lidgerwood	
Watford City	25		Lisbon	
Williston			Wahpeton	
			Wyndmere	
TOTAL	50 TONS		TOTAL	0 TONS

BIDDER Vor Mont Equipment Co.

BID RESPONSE – BITUMINOUS MATERIAL
MC-3000
BY DISTRICTS (TANKER DELIVERY)

Please indicate a price per TON for the following Districts for delivery as indicated

MC 3000

BID ITEM	Location / Type of Oil	Estimated Quantity DELIVERED (IN TONS)	Shipping Point	Freight Price PerTon Delivered to District	Bid Price Per Ton F.O.B. Dest. (Includes Freight)	Total Amount
No.1	BISMARCK	580	LAUREL, MT	$ 74.50	$ 628.21	$ 364,361.80
No. 2	VALLEY CITY	24	LAUREL, MT	$ 79.20	$ 623.23	$ 14,957.52
No. 3	DEVILS LAKE	200	LAUREL, MT	$ 102.00	$ 635.60	$ 127,120.00
No. 4	MINOT	450	LAUREL, MT	$ 90.45	$ 624.23	$ 280,903.50
No. 5	DICKINSON	56	LAUREL, MT	$ 58.02	$ 636.15	$ 35,624.40
No. 6	GRAND FORKS	75	LAUREL, MT	$ 106.45	$ 640.15	$ 48,011.25
No. 7	WILLISTON	50	LAUREL, MT	$ 68.80	$ 640.23	$ 32,011.50
No. 8	FARGO	0	LAUREL, MT	$ 106.45	$ 640.15	$ Ø
TOTAL ITEMS 1 – 8	1,435 TONS		$ 902,989.97			

Off-Season Support. It is possible that there will be a need for MC-3000 during the winter off-season months.

1. Bidder is able to produce MC3000 during the off season? Yes X No _____
2. Minimum notification required prior to delivery due date? 21 Days
3. Minimum order quantity? _____ Tons
4. Bid price per Ton will be increased by this percentage to offset additional non-seasonal expense: _____ %

OFF SEASON PRICING IS DEPENDENT ON NDDOT ESTIMATED USAGE DURING THE WINTER OFF SEASON MONTHS. PRICE WILL BE NEGOTIABLE AFTER AWARD AND ESTIMATED USAGE INFORMATION IS PROVIDED.

BIDDER NORTHWEST EQUIPMENT CO.

BID RESPONSE – BITUMINOUS MATERIAL
CSS-1H
INDIVIDUAL LOCATIONS (BY TANKER IF DELIVERED)

Please indicate a price per TON for the following Districts for pickup as indicated

CSS-1H EMULSION TACK OIL

Bid Item	District	Qty	Shipping Point Or Pick-Up Location	Price Per Ton Fob Origin	Freight Price Per Ton Delivered To District	Bid Price Per Ton F.O.B. Destination (Includes Freight)	Total Amount
9	VALLEY CITY	4 TONS ORIGIN	BLACK EAGLE, MT	$ 588.00	$ 89.50	$ 677.50	$ 2710.00
10	FARGO	5 TONS ORIGIN	BLACK EAGLE, MT	$ 588.00	$ 89.50	$ 677.50	$ 3387.50
11	FARGO	20 TONS DESTINATION	Wyndmere	$ 588.00	$ 99.30	$ 687.30	$ 13,746.00

BIDDER NORMONT EQUIPMENT CO.

BID RESPONSE – BITUMINOUS MATERIAL
CRS-2 (SUMMER SEASON)
INDIVIDUAL LOCATIONS

Please indicate a price per TON for the following District for delivery as indicated:

CRS-2 – DELIVERED BY TANKER

Bid Item	District	Estimated Qty	Shipping Point Or Pick-Up Location	Price Per Ton F.O.B Origin	Freight Price Per Ton Delivered To District	Bid Price Per Ton F.O.B. Destination (Includes Freight)	Total Amount
12	N/A				$	$	$ N/A

CRS-2 – DELIVERED BY TOTE

Emulsified asphalt shall be delivered to NDDOT District or Section Maintenance yards. The bidder agrees to provide materials at the time and place as specified by orders from the individual Districts. The material shall be shipped in totes with a 250-275 gallon capacity. Please note the shipping point in your response.

These instructions shall apply to all tote requirements indicated in the bid document.

PLEASE PROVIDE PRICING FOR ALL DISTRICTS

Bid Item	District	Estimated Number of Totes per District	Shipping Point Or Pick-Up Location	DELIVERED Price Per Tote	Gallons Per Tote	DELIVERED Price per gallon calculated	Minimum Number of totes for this price	DELIVERED Price Per Tote (less than 4 totes)
13	BISMARCK	4	BLACK EAGLE, MT	$ 1020.00	225	$ 4.53	4	$ 1075.00
14	VALLEY CITY	4	BLACK EAGLE, MT	$ 1032.00	225	$ 4.59	4	$ 1087.00
15	DEVILS LAKE	4	BLACK EAGLE, MT	$ 1032.00	225	$ 4.59	4	$ 1087.00
16	MINOT	4	BLACK EAGLE, MT	$ 1055.00	225	$ 4.69	4	$ 1,110.00
17	DICKINSON	4	BLACK EAGLE, MT	$ 1055.00	225	$ 4.69	4	$ 1,110.00
18	GRAND FORKS	20	BLACK EAGLE, MT	$ 1032.00	225	$ 4.59	4	$ 1,087.00
19	WILLISTON	4	BLACK EAGLE, MT	$ 1,079.00	225	$ 4.80	4	$ 1134.00
20	FARGO	20	BLACK EAGLE, MT	$ 1032.00	225	$ 4.59	4	$ 1087.00

***Minimum 4 totes per shipment. Orders totaling less than 4 totes will have an increased shipment cost. See above.**

BIDDER Northwest Equipment Co.

BID RESPONSE – BITUMINOUS MATERIAL
CRS-2P
INDIVIDUAL LOCATIONS (BY TANKER IF DELIVERED)

Please indicate a price per TON for the following Districts for delivery or origin as indicated

CRS-2P

Bid Item	District	Estimated Qty	Shipping Point Or Pick-Up Location	Price Per Ton Fob Origin	Freight Price Per Ton Delivered To District	Bid Price Per Ton F.O.B. Destination (Includes Freight)	Total Amount
21	DICKINSON	28 TONS DELIVERED	LAUREL, MT	590.00	$ 60.00	$ 650.00	$ 18,200.00

CRS-2P – DELIVERED BY TOTE

PLEASE PROVIDE PRICING FOR ALL DISTRICTS.

Bid Item	District	Estimated Number of Totes per District	Shipping Point Or Pick-Up Location	DELIVERED Price Per Tote	Gallons Per Tote	DELIVERED Price per gallon calculated	Minimum Number of totes for this price	DELIVERED Price Per Tote (less than 4 totes)
22	BISMARCK	10	BLACK EAGLE, MT	$ 1060.00	225	$ 4.71	4	$ 1,115.00
23	VALLEY CITY	4	BLACK EAGLE, MT	$ 1072.00	225	$ 4.76	4	$ 1,127.00
24	DEVILS LAKE	24	BLACK EAGLE, MT	$ 1072.00	225	$ 4.76	4	$ 1,127.00
25	MINOT	25	BLACK EAGLE, MT	$ 1095.00	225	$ 4.87	4	$ 1,150.00
26	DICKINSON	4	BLACK EAGLE, MT	$ 1060.00	225	$ 4.71	4	$ 1,115.00
27	GRAND FORKS	4	BLACK EAGLE, MT	$ 1110.00	225	$ 4.93	4	$ 1,165.00
28	WILLISTON	12	BLACK EAGLE, MT	$ 1095.00	225	$ 4.87	4	$ 1,150.00
29	FARGO	4	BLACK EAGLE, MT	$ 1090.00	225	$ 4.84	4	$ 1,145.00

***Minimum 4 totes per shipment. Orders totaling less than 4 totes will have an increased shipment cost. See above.**

BIDDER New Mort Equipment, Co.

BID RESPONSE - BITUMINOUS MATERIAL
MODIFIED CRS-2 EMULSION - EARLY/LATE SEASON SPRAY PATCHING
INDIVIDUAL LOCATIONS

Please indicate a price per TON for the following District for delivery as indicated
*All Early/Late Season orders shall be requested with 2 week notifications to allow for weather related delays.

MODIFIED CRS-2 EARLY/LATE SEASON SPRAY PATCHING – DELIVERED BY TANKER

BID ITEM	DISTRICT	Estimated QTY	Shipping Point	Freight Price PerTon Delivered to District	Bid Price Per Ton F.O.B. Dest. (Includes Freight)	Total Amount
30	N/A	DELIVERED		$	$	$ N/A

MODIFIED CRS-2 EARLY/LATE SEASON SPRAY PATCHING – DELIVERED BY TOTE

PLEASE PROVIDE PRICING FOR ALL DISTRICTS.

Bid Item	District	Estimated Number of Totes per District	Shipping Point Or Pick-Up Location	DELIVERED Price Per Tote	Gallons Per Tote	DELIVERED Price per gallon calculated	Minimum Number of totes for this price	DELIVERED Price Per Tote (less than 4 totes)
31	BISMARCK	4	BLACK EAGLE, MT	$ 1,180.00	225	$ 5.24	4	$ 1,235.00
32	VALLEY CITY	4	BLACK EAGLE, MT	$ 1,192.00	225	$ 5.30	4	$ 1,247.00
33	DEVILS LAKE	4	BLACK EAGLE, MT	$ 1,1192.00	225	$ 5.30	4	$ 1,247.00
34	MINOT	4	BLACK EAGLE, MT	$ 1,215.00	225	$ 5.40	4	$ 1,270.00
35	DICKINSON	4	BLACK EAGLE, MT	$ 1,215.00	225	$ 5.40	4	$ 1,270.00
36	GRAND FORKS	4	BLACK EAGLE, MT	$ 1,240.00	225	$ 5.51	4	$ 1,295.00
37	WILLISTON	4	BLACK EAGLE, MT	$ 1,215.00	225	$ 5.40	4	$ 1,270.00
38	FARGO	4	BLACK EAGLE, MT	$ 1,192.00	225	$ 5.30	4	$ 1,247.00

***Minimum 4 totes per shipment. Orders totaling less than 4 totes will have an increased shipment cost. See above.**

BIDDER Vermont Equipment Co

BID RESPONSE - BITUMINOUS MATERIAL
HFMS-2
INDIVIDUAL LOCATIONS

Please indicate a price per TON for the following District for delivery as indicated.

HFMS-2

BID ITEM	DISTRICT	Estimated QTY	Shipping Point	Freight Price PerTon Delivered to District	Bid Price Per Ton F.O.B. Dest. (Includes Freight)	Total Amount
39	FARGO	5 TONS ORIGIN		$	$	$ N/A

BIDDER Vermont Equipment Co.

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

Specify where orders are placed:

Business Name: NorMont Equipment Co.

Address: 1157 Wire Mill Rd

City/State/Zip: Black Eagle, MT 59414

Contact Person: Leo Imperl

Telephone No: 406-453-4344

Fax No: 406-761-7880

E-mail Address: LImperl@NMEQCO.com

Who will be the Service Representative for this Contract:

Service Representative: Pam Klabo

Telephone No: 701-389-9019

Fax No: 406-761-7880

E-mail Address: PKlabo@NMEQCO.com

Specify where payments are mailed:

Business Name: NorMont Equipment Co.

Address: 1157 Wire Mill Rd

City/State/Zip: Black Eagle, MT 59414

Contact Person: Dalon Kunkel

Telephone No: 406-453-4344

Fax No: 406-761-7880

E-mail Address: DKunkel@NMEQCO.com

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
APPENDIX A OF THE TITLE VI ASSURANCES

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

   a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
   b. cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
APPENDIX E OF THE TITLE VI ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.)*, (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.)*, as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.)*, (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entitles, 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 non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Risk Management Appendix

Service Contracts with Private Individuals, Companies, Corporations, Etc.:

Contractor agrees to defend, indemnify, and hold harmless the state of North Dakota, its agencies, officers and employees (State), from and against claims based on the vicarious liability of the State or its agents, but not against claims based on the State's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by Contractor to the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Contractor also agrees to defend, indemnify, and hold the State harmless for all costs, expenses and attorneys' fees incurred if the State prevails in an action against Contractor in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

Contractor 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 – minimum limits of liability required are **$250,000 per person** and **$1,000,000 per occurrence.**
2) **Workers compensation** insurance meeting all statutory limits.
3) The State of North Dakota, its agencies, officers, and employees (State) shall be endorsed as an **additional insured** on the commercial general liability and automobile liability policies.
4) Said endorsements shall contain a **"Waiver of Subrogation"** in favor of the state of North Dakota.
5) The policies and endorsements may not be canceled or modified without **thirty (30) days prior written notice** to the undersigned State representative.

Contractor shall furnish a certificate of insurance evidencing the requirements in 1, 3, and 4, above to the undersigned State representative prior to commencement of this agreement.

The State reserves the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time. Any attorney who represents the State under this contract must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08.

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.

Contractor's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the State. Any insurance, self-insurance or self-retention maintained by the State shall be excess of the Contractor's insurance and shall not contribute with it. The insolvency or bankruptcy of the insured Contractor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Contractor from meeting the retention limit under the policy. Any deductible amount or other obligations under the policy(ies) shall be the sole responsibility of the Contractor. This insurance may be in a policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. The State will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above.

RM Consulted 2007
Revised 5-09

North Dakota Department of Transportation

AMENDMENT TO CONTRACT NO. 50160196

Project No.

THIS AMENDMENT to the above-referenced contract is entered into by and between the State of North Dakota, acting through its Director of Transportation, hereinafter known as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and NorMont Equipment Co., hereinafter known as the Contractor, whose address is 1157 Wire Mill Road, Black Eagle, Montana, 59414.

WHEREAS, the parties entered into a contract on March 1, 2016; and

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

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

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

NOW THEREFORE, the Contractor and NDDOT agree that the term of the contract is extended through January 31, 2018.

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

EXECUTED the date last below signed.

WITNESS:

Tasha Hueth
NAME (TYPE OR PRINT)

SIGNATURE

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

CONTRACTOR:

NORMONT EQUIPMENT CO.
COMPANY NAME

LUKE STEWART
OFFICER'S NAME (TYPE OR PRINT)

SIGNATURE

VICE PRESIDENT
TITLE

1/13/17
DATE

WITNESS:

Sondra Goebel
NAME (TYPE OR PRINT)

Sandra Goebel
SIGNATURE

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

Grant Levi
DIRECTOR (TYPE OR PRINT)

Grant Levi
SIGNATURE

1/26/17
DATE

APPROVED as to substance by:

Brad Darr
DIVISION DIRECTOR (TYPE OR PRINT)

Brad Darr
SIGNATURE

1-26-17
DATE

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

APPROVED as to execution this 26 day of January 20 17
ATTORNEY GENERAL
By
SPECIAL ASST. ATTORNEY GENERAL

NDDOT
North Dakota Department of Transportation

North Dakota Department of Transportation

AMENDMENT TO CONTRACT NO. 50160196

Project No.

THIS AMENDMENT to the above-referenced contract is entered into by and between the State of North Dakota, acting through its Director of Transportation, hereinafter known as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and NorMont Equipment Co., hereinafter known as the Contractor, whose address is 1157 Wire Mill Road, Black Eagle, Montana 59414.

WHEREAS, the parties entered into a contract on March 1, 2016; and

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

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

WHEREAS, the Contractor has expressed a willingness to extend the contract for an additional twelve (12) months; and

NOW THEREFORE, the Contractor and NDDOT agree that the contract is extended through January 31, 2019.

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

EXECUTED the date last below signed.

WITNESS:

MIKE PRICE
NAME (TYPE OR PRINT)

SIGNATURE

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

CONTRACTOR:

NORTHWEST EQUIPMENT CO.
COMPANY NAME

LUKE STEWART
OFFICER'S NAME (TYPE OR PRINT)

SIGNATURE

VICE PRESIDENT
TITLE

1/12/18
DATE

WITNESS:

LAUREEN M. MARTIN
NAME (TYPE OR PRINT)

SIGNATURE

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

for RONALD J. HENKE
DIRECTOR (TYPE OR PRINT)

SIGNATURE

1/23/18
DATE

APPROVED as to substance by:

Brad Darr
DIVISION DIRECTOR (TYPE OR PRINT)

SIGNATURE

1-22-18
DATE

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

APPROVED as to execution this 22nd day of January 20 17
ATTORNEY GENERAL
By
SPECIAL ASST. ATTORNEY GENERAL

NDDOT
North Dakota
Department of Transportation

North Dakota Department of Transportation

AMENDMENT TO CONTRACT NO. 50160196

Project No.

THIS AMENDMENT to the above-referenced contract is entered into by and between the State of North Dakota, acting through its Director of Transportation, hereinafter known as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and Normont Equipment Co., hereinafter known as the Contractor, whose address is 1157 Wire Mill Road, Black Eagle, Montana 59414.

WHEREAS, the parties entered into a contract on March 1, 2016; and

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

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

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

NOW THEREFORE, the Contractor and NDDOT agree that the term of the contract is extended through January 31, 2020.

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

EXECUTED the date last below signed.

WITNESS:

Stephanie Kunkel
NAME (TYPE OR PRINT)

SIGNATURE

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

CONTRACTOR:

Northwest Equipment Co.
COMPANY NAME

Luke Stewart
OFFICER'S NAME (TYPE OR PRINT)

SIGNATURE

G.M./V.P.
TITLE

1/14/19
DATE

WITNESS:

LAUREEN M. MARTIN
NAME (TYPE OR PRINT)

SIGNATURE

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

Ronald J. Henke
DIRECTOR (TYPE OR PRINT)

SIGNATURE

1/23/19
DATE

APPROVED as to substance by:

Brad Darr
DIVISION DIRECTOR (TYPE OR PRINT)

SIGNATURE

1-23-19
DATE

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

APPROVED as to execution this 23rd day of January 20 19
ATTORNEY GENERAL
By
SPECIAL ASST. ATTORNEY GENERAL

NDDOT
North Dakota Department of Transportation

North Dakota Department of Transportation

AMENDMENT TO CONTRACT NO. 50160196

Project No.

THIS AMENDMENT to the above-referenced contract is entered into by and between the State of North Dakota, acting through its Director of Transportation, hereinafter known as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and Normont Equipment Co, hereinafter known as the Contractor, whose address is 1157 Wire Mill Rd, Black Eagle, MT 59414.

WHEREAS, the parties entered into a contract on March 1, 2016; and

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

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

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

NOW THEREFORE, the Contractor and NDDOT agree that the term of the contract is extended.

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

EXECUTED the date last below signed.

WITNESS:

Bonnie Helm
NAME (TYPE OR PRINT)

SIGNATURE

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

CONTRACTOR:

Normont Equipment Co.
COMPANY NAME

Dan Klabo
OFFICER'S NAME (TYPE OR PRINT)

SIGNATURE

Territory Sales Manager/ND
TITLE

1/16/2020
DATE

WITNESS:

LAUREEN M. MARTIN
NAME (TYPE OR PRINT)

SIGNATURE

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

Ronald J. Henke
DIRECTOR (TYPE OR PRINT)

SIGNATURE

1/29/2020
DATE

APPROVED as to substance by:

Brad Darr
DIVISION DIRECTOR (TYPE OR PRINT)

SIGNATURE

1-24-2020
DATE

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

APPROVED as to execution this 29th day of January 20 20
ATTORNEY GENERAL
By
SPECIAL ASST. ATTORNEY GENERAL

NDDOT
North Dakota Department of Transportation