

North Dakota Department of Transportation
REQUEST FOR BID

NDDOT Contract # 50201377

Bid Number: 760-44-20-050	Bid Opening Date & Time: 12/07/2020 02:00 PM
Items: Compact Track Loader and Skid Steer Loader	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: 12/07/2020 TO 11/30/2021	Date Prepared: 11/19/2020

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 Clark Equipment Company dba Bobcat Company		
Mailing Address 250 East Beaton Drive, West Fargo, ND 58078		
Telephone Number 701-241-8759	Fax Number 855-608-0681	E-mail Address Jesse.rheault@doosan.com

Eric Spilde - Vice President Finance

Name & Title (Type or Print)

Eric Spilde

Digitally signed by Eric Spilde
Date: 2020.12.04 15:06:35 -06'00'

Signature

12/4/2020

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 – 760-44-20-050
BID OPENING DATE/TIME – December 7, 2020; 2:00 PM Central
N. D. DEPT. OF TRANSPORTATION
PROCUREMENT SECTION
608 E BOULEVARD AVE
BISMARCK ND 58505-0700

BIDDERS INSTRUCTIONS

1. **Additional Terms and Conditions.** Additional terms and conditions submitted with a bid response are of no effect unless accepted in writing by the Purchasing Agency. Bids with additional terms and conditions may be rejected as non-responsive. (N.D.A.C. § 4-12-11-06)
2. **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>.
3. **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. Bidders interested only in the total low bid for all items are to state 'all or nothing' on their bid response. Award will be made as follows:
 - Split award per item.
4. **Award – Preference Laws.** If bid responses are received from nonresident (out-of-state) bidders, the Procurement Officer will apply reciprocal preference, if applicable, in accordance with N.D.C.C. §44-08-01. See OMB Guidelines on North Dakota Preference Laws.
5. **Award – Tie Bid Preference.** After applying any reciprocal preference, if a tie occurs between two or more bidders with equal bid prices or offerors with identical evaluation scores:
 - Preference must first be given to bids submitted by resident North Dakota vendors.
 - If a tie remains, preference is given to approved vendors on the Bidders List.
 - If a tie still remains, award shall be made in accordance with N.D.A.C. § 4-12-11-05.
6. **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.
7. **Bid Held Firm.** Bids are not awarded at the bid opening. Bid responses will be firm for 30 days, unless stated otherwise.
8. **Bid Opening.** All sealed bids received by the NDDOT Procurement Office. **Due to COVID-19 restrictions, public openings will not be held.**
9. **Bid Summary.** Interested parties may contact the Procurement Officer to obtain a summary of all bid responses received and the award. When bids are issued using the State's electronic bidding system, the bid summary will be posted and available for download from: <https://www.nd.gov/omb/vendor>. Bid summaries will be mailed to those bidders who supply a self-addressed, stamped envelope with their bid response. A copy of the bid summary may also be obtained by visiting the NDDOT Procurement Office during

normal working hours.

10. **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.

11. **Clarifications, Bid Changes and Questions Deadline.** The Procurement Officer is the point of contact. Any irregularities, lack of clarity, requested bid changes and all questions regarding this bid and the procurement process must be addressed to the Procurement Officer referenced on the first page of this document not later than end of business November 30, 2020. (Contact information is indicated on cover page). If a bid amendment is required, it will generally be issued after this date.

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

12. **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.

13. **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.
- Commodities – all property, including equipment, supplies, materials, printing, insurance, and the lease of equipment.
- 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.
- N.D.A.C. – North Dakota Administrative Code, rules with the force and effect of law.
- N.D.C.C. – North Dakota Century Code, state laws.
- Solicitation - the process of notifying prospective bidders that the State wishes to receive bids for furnishing goods or services.
- SPO Online – a procurement information website maintained by OMB State Procurement Office pursuant to N.D.C.C. § 54-44.4-14.

14. **E-mail & Facsimile Bids.** Sealed bids are required; therefore, bids cannot be submitted by email or fax to the Procurement Officer. Bid responses emailed or faxed may be rejected as non-responsive. Bids may be emailed or 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.

15. **Upload Response Through the State Procurement Online System (SPO Online).** Bidders may electronically submit Bid Responses through the State Procurement Online system (SPO Online) by the Bid Response Closing Deadline.

- A. This solicitation is posted on SPO Online at: <https://www.nd.gov/omb/vendor>
- B. Click on "Bidding Opportunities." Go to "Recent Solicitations" and find this solicitation.
- C. Use "Upload Response" to upload a maximum of five (5), clearly labeled documents before the deadline for receipt of proposals in the Bid Response closing deadline.
- D. The maximum file size allowed is 50mb per file.
- E. All field entries must be alphanumeric. Dashes and underscores are allowed; however the system does not

accept other special characters such as apostrophe, & symbol, quotation marks, etc.

F. Bidders will receive an email confirmation from infospo@nd.gov that the upload response was received including the "File Description" for the uploaded files. Review this email to ensure all files were successfully uploaded. If you do not receive an email confirmation, the upload was not successful, and you will need to upload the files again. If you do not receive an email confirmation after the reattempt, contact the Procurement Officer or the State Procurement Office at infospo@nd.gov or 701-328-2740.

Visit <https://www.nd.gov/omb/vendor/bidder-resources> for the SPO Electronic Response Job Aid which describes how to submit an electronic response.

16. **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).
17. **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.
18. **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 bids will be rejected, regardless of the degree of lateness, unless the delay is due to the error of the Purchasing Agency and discovered before the selection of the successful bidder.
19. **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.
20. **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.
21. **Negotiation.** NDDOT reserves the right to negotiate with the successful bidder to ensure the best possible consideration is afforded to all concerned.
22. **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.
23. **Open Records Requests.** Bid responses are exempt records until the date and time of the bid opening. After the bid opening, all bid responses are subject to North Dakota open records laws. Interested parties may contact the Procurement Officer to request information related to this solicitation.
24. **Packaging.** All shipments are to be packaged according to accepted commercial practices to avoid damage in shipment.
25. **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.
26. **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.

27. **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.

28. **Protests.** Protests of the solicitation must be received by the Procurement Officer within seven days before the bid closing deadline. Protests of the award or Notice of Intent to Award must be received by the Procurement Officer within seven days after receiving notice of award. 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. Protests must be made in writing to the Procurement Officer and include the basis for the protest. (N.D.C.C. § 54-44.4-12; N.D.A.C. § 4-12-14.)

29. **Rejection.** The State reserves the right to reject any and all bid responses in whole or in part. The Procurement Officer will send a rejection notice, including the reason for 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).

If all bids are rejected, the Procurement Officer will send written notice to bidders, including the reason all bids were rejected.

30. **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).

31. **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.

32. **Specifications, Compliance.** All Bid Responses must comply with the stated specifications, and the successful Bidder will be held responsible. Bidders who desire to submit commodities or services that deviate from these specifications or have any objections to the stated specifications must contact the Procurement Officer by the deadline for questions or at least seven days before the Bid Response closing deadline, so the Procurement Officer can determine whether the specifications need to be amended.

33. **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.

34. **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.
35. **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.

36. **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.
37. **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 may be made by execution of a contract, purchase order, or order using a state purchasing card. 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 Volume.** The quantities to be purchased as indicated herein are best estimates. Estimates are not to be considered as either a minimum or maximum, but rather an estimate based upon past and anticipated usage. NDDOT reserves the right to vary actual purchases from those indicated based on actual need. The successful bidder(s) will be required to fulfill purchase order requirements.
7. **Contract Amendments, Unanticipated Amendment.** 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 contractor may request changes, such as substitutions of a product, by submitting a written request to the Procurement Officer. Unanticipated amendments must be within the scope of the original contract, authorized by the terms of the contract due to legitimate, unforeseen circumstances. (N.D.A.C. ch. 4-12-13)

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.

8. **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.

9. **Inspection and Investigations.** The State reserves the right to conduct inspections and investigations related to the bidder and the offered commodities or services, including but not limited to the firm, personnel,

qualifications, and the commodities and services offered to make determinations regarding compliance with the bid requirements and responsibility of the bidder. All material and workmanship are subject to inspection and testing by the State at the point of manufacturer, place of storage, or upon receipt. The State reserves the right to reject any commodities or services and terminate the contract if the Contractor fails to comply with the specifications, terms and conditions, or the seller's express or implied warranties. Rejected commodities will be removed at the Contractor's expense. Failure to satisfactorily perform may result in suspension or debarment from the Bidders List.

If commodities or services are rejected as being not compliant with the requirements of this solicitation, the State will inform the CONTRACTOR in writing. The Purchasing Agency may provide the CONTRACTOR with a reasonable opportunity to cure, whenever practicable, as set forth in writing by the Purchasing Agency.

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

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

12. **Responsibility of the Bidder.** The Procurement Officer, at any time, may make a supplementary investigation as to the responsibility of any bidder, even though the Bidder may be on the Bidders List. If a bidder is determined to be not responsible, that bid response will be rejected even if it is the lowest bid response received, and the bidder may be debarred or suspended from the bidders list. (N.D.A.C. § 4-12-11-04)
13. **Subcontracts, Assignment.** The contractor shall not subcontract, assign or transfer the contractor's interests or duties under this contract without express written consent of the purchasing agency. However, the contractor may enter into subcontracts provided that any such subcontractor acknowledges the binding nature of this contract and incorporates this contract, including any attachments. The contractor is solely responsible for the performance of any subcontractor. The contractor shall not have the authority to contract for or incur obligations on behalf of the State.
14. **Successors in Interest.** The provisions of this agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.
15. **Service Representative.** The contractor must provide a dedicated customer service representative to provide support for this contract. The contractor shall notify the Procurement Officer in the event the representative is changed.

NAME: Jesse Rheault

(Name of person servicing this contract)

BUSINESS NAME: Bobcat Company

MAILING ADDRESS: 250 East Beaton Drive

CITY & STATE: West Fargo, ND ZIP CODE: 58078

PHONE NUMBER: 701-241-8759 TOLL FREE: 1-800-965-4232

FAX NUMBER: 855-608-0681 E-MAIL: Jesse.rheault@doosan.com

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
SPECIFICATIONS
FOR**

**COMPACT TRACK LOADER, and SKID STEER LOADER, HIGH FLOW HYDRAULICS, 3,000 lb. RATED CAPACITY
(BOBCAT T770, DEERE 331G, CAT 299 D3XE OR QUALIFIED EQUAL and BOBCAT S770, DEERE 330G OR
QUALIFIED EQUAL)**

Maintenance Qualified Products List Approval Process: The NDDOT has a Maintenance Qualified Products List Approval process in place by which potential bidders may submit products for field testing and evaluation. Upon approval by NDDOT, the product is placed on an Approved Maintenance Qualified Products List and on this bid specification listed above. NDDOT has established this Approved Maintenance Qualified Products List (QPL), in accordance with N.D.A.C. § 4-12-06-04.

For more information and required forms to submit products for field testing and evaluation, see our Maintenance Qualified Products List Approval Process website. URL: <https://www.dot.nd.gov/business/#bidopportunities>

Bidder's Instructions: Bidders must contact NDDOT for approval consideration if products are not listed as an approved equal at the top of this bid specification. 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 compact track loader and a skid steer loader. The loaders are to be used for summer and winter maintenance activities. The loader is required to be compatible with several types of Bobcat brand attachments, including Bobcat 7 pin attachments with fingertip control such as the SBX240 snow blower and 40" high-flow planer.

Any questions regarding attachment compatibility shall be directed to NDDOT Maintenance Division, Equipment Manager, Shawn Hauck @ 701-328-2565 or smhauck@nd.gov. The compact track loader shall be of standard production of the latest model with standard accessories and in addition meet or exceed the following minimum specifications:

Compact Track Loader

	COMPLY YES	NO	SPECIFICATION DEVIATIONS
1.Engine			
a.4-cylinder Turbocharged diesel, Tier 4 EPA compliant	X		
b.85 HP	X		
c.Spin-on throw-away type oil filter	X		
d.Liquid cooling system	X		
e.Air cleaner with service indicator	X		
f.Hand or electronic controlled throttle	X		
g.25 gal fuel tank approximate	X		
h.Antifreeze to – 35 degrees, extended life coolant	X		
i.Cold weather starting aid	X		
j.600 Watt engine block heater	X		
k.Muffler with rain protection	X		

	COMPLY YES	NO	SPECIFICATION DEVIATIONS
2.Drive			
a.Hydrostatic transmission	X		
i.Variable fully reversing	X		
b.ASA #100HS roller chain or all gear final drive	X		
c.Electric over hydraulic speed control using a joystick mounted to the suspension seat	X		
d.Two Speed option, Forward / reverse speed 10.0 mph	X		
3.Electrical			
a.12 volt electrical system	X		
b.Battery, 850 CCA or 2 - 650 CCA	X		
c.Horn	X		
d.65 amp alternator 12 volt	X		
e.Front and rear work lights	X		
f.Back-up alarm - self adjusting sound level, 87 thru 107 decibels, lifetime warranty, ECCO SA901, Federal Signal Target Tech 210505, or approved equal	X		
g. Awarded vendor must purchase and mount a 28" WHELEN "Mini Freedom" linear LED warning light bar connected to an illuminated on/off switch located in cab. Light bar must be mounted to sturdy fabricated or factory light mount bracket utilizing existing factory mounts or bolt locations. No modification of cab structure (including drilling holes in roof cap) will be accepted. Light must be clearly visible from 360 degrees of the cab top. The switch is to be wired to switched accessory power as to not have battery draw when key is turned off. WHELEN light bar has self contained 12vdc flasher. 12vdc power and ground only need to be fed to light bar – no external flasher module is required. (WHELEN light bar part no. FT8AAAAP. Additionally, amber colored inboard flashers for rear of light are needed. That part no. is FLDA. Stud kit for light mounting is part no. MK9S). Light and accessories are available from local WHELEN Emergency Lighting Distributors) Awarded vendor's mount and mounting location must be approved by DOT representative at time of upfit. Distribution vendor contact info is available from NDDOT upon request.	X		
h.Dual 7 and 14 pin quick disconnect electrical for attachments located on the boom (if 7 pin is not available the dealer must supply an adapter to make the 7 pin attachments the department currently owns work with the machine being bid – contact NDDOT Maintenance Division for a list of attachments)	X		

4.Frame/Chassis

	COMPLY YES	NO	SPECIFICATION DEVIATIONS
a.Easily accessible front and rear tie down points	X		
b.Factory installed maximum counterweights to accommodate the loaded bucket and attachment capacities	X		Counterweights are not required for this model to achieve the specified performance capacities. Counterweights can be added in 100 lbs increments for roughly \$4.25 per lb
c.Track suspension	X		
d.Ride Control	X		
5.Tracks			
a.Minimum width 15.5 inches	X		
b.Track width must provide the machine with a maximum ground pressure of 4.8 psi	X		
c.Maximum overall width must not exceed 80"	X		
d.Must be a factory installed track system (aftermarket system not acceptable)	X		
e.Rubber, multi-purpose, all-weather tread	X		
6.Brakes			
a. Parking brake	X		
7.Hydraulic Components			
a.High flow, 35 GPM, 3,000 psi	X		
b.Auxiliary front hydraulic outlets	X		
c.Double acting boom lift and bucket tilt cylinders	X		
d.Electronic over hydraulic control for all boom functions, joystick controlled (joystick shall have a variable speed adjustment and joysticks must move with the suspension seat)	X		
8.Cab			
a.SAE ROPS cab enclosure	X		
i.Door sensor switch kit, to disable boom operation when activated	X		
ii.Maximum sound suppression package available from factory	X		
b.Factory installed air conditioning	X		
c.Factory installed heater	X		
i.Defrosters - factory installed vents and ducts, to keep all windows clear	X		

	COMPLY YES	NO	SPECIFICATION DEVIATIONS
d.Interior rear view mirror	X		
e.SAE certified seat belt	X		
f.Air ride seat	X		
g.Safety seat bar or similar device that also acts as armrests, if does not act as armrests, armrests for the seat must be provided	X		
h.Mount and dismount grab handles	X		
i.AM/FM radio with aux input	X		
j.Front windshield wiper and washer if available	X		
k.Sliding side windows	X		
9.Instrumentation in clear view of operator (including but not limited to)			
a.Hour meter (shall not mark time without engine running)	X		
b.Engine coolant temperature gauge or LCD display	X		
c.Ammeter / voltmeter	X		
d.Fuel level gauge or LCD display	X		
e.Engine oil pressure gauge or LCD display	X		
10.Engine monitoring and warning system (light and / or alarm warning, including but not limited to)			
a.Engine coolant temperature	X		
b.Hydraulic oil temperature	X		
c.Engine oil pressure	X		
d.Air filter	X		
e.Hydraulic filter	X		
f.System voltage	X		
g.Maintenance monitor to track scheduled services	X		
h.Factory installed rearview camera and monitor. Operator display may double as monitor if optional available.	X		
11. Loader/Bucket			
a.Vertical lift system	X		
b.Height of hinge pin 130"	X		

	COMPLY YES	NO	SPECIFICATION DEVIATIONS
c.Reach 32"	X		
d.Heavy duty dense material bucket, SAE heaped 20 cu. ft. capacity	X		
i.Wider than width over tracks	X		
ii.OEM style replaceable cutting edge, installed	X		
e.Self-leveling	X		
f.Boom to have float position	X		
g.Greaseable pivot points	X		
h.Quick change mounting plate and attachment coupling device remote operated from cab, compatible with all BobTach® attachments	X		

12.Performance

a.Rated operating load capacity 3,000 lbs	X		3,325 lbs before counterweights
b.Tipping load 8400 lb	X		9,500 lbs before counterweights

13.Size

Operating weight with maximum factory-installed counterweights, full fluids, and 175 lb operator, approximately 10,000 lbs

X

14. Manuals / Parts Information

a.Two sets of the following for each District delivery location: two operator's manuals, two parts books, and two technical repair manuals (NOTE: Please provide District copy on CD-ROM if available.)	X		
b.Vendor and parts list of non-factory installed parts that are not listed in the parts book	X		
c.The successful bidder will be required to furnish all the applicable serial numbers, parts numbers, and parts descriptions for the department's equipment management system. A copy of the data requested is available from the Maintenance Division @ (701) 328-2565	X		

15.Training

a.A minimum 4 hours of familiarization training shall be given to each delivery location to ensure proper, efficient, and safe usage of the compact track loader and attachments. The training at a minimum should include, but not limited to, safety, preventative maintenance checks, operations, and features. Must take place within 10 days of machine delivery	X		
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	COMPLY YES	NO	SPECIFICATION DEVIATIONS
16.Warranty			
a.Manufacturer's one-year full warranty, if the manufacturer's standard warranty is for a longer period it shall apply for all pieces	X		
b.The successful bidder or manufacturer authorized service facility shall be fully responsible for any applicable delivery, pick-up, and(or) site visit costs associated with warranty work throughout the warranty period (skid steer loader only)	X		

The compact track loader shall be delivered as a complete unit, ready for operation. The compact track loader shall be delivered free of any defects due to shipping or workmanship. Product literature shall be submitted with the bid for all bid items.

COMPACT TRACK LOADER MAKE: Bobcat MODEL: T770

PARTS/SERVICE DEALER: See Price Schedule for District POCs TELEPHONE: Jesse Rheault: 701-630-5134

EMAIL: Jesse.Rheault@doosan.com

SKID STEER LOADER, WHEELED

	COMPLY YES	NO	SPECIFICATION DEVIATIONS
1. Engine			
a. 4 cylinder turbocharged diesel, Tier4 EPA compliant	X		
b. 85 HP	X		
c. Spin-on throw-away type oil filter	X		
d. Liquid cooled	X		
e. Air cleaner	X		
f. Hand or electronic controlled throttle	X		
g. 25 gal fuel tank minimum	X		
h. Antifreeze to – 35 degrees, extended life coolant	X		
i. Cold weather starting aid	X		
j. Engine block heater, 600 watt	X		
k. Muffler with rain protection	X		
2. Drive			
a. Hydrostatic transmission	X		
i. Variable fully reversing	X		

		COMPLY YES	NO	SPECIFICATION DEVIATIONS
b.	ASA #100HS roller chain or all gear final drive	X		
i.	Sealed chain case with oil lubrication	X		
c.	Electric over hydraulic or pilot operated speed control using a joystick mounted to the suspension seat (joystick shall have a variable speed adjustment feature to allow for precise control)	X		
d.	Two speed option	X		
e.	Forward / reverse speed 12 mph	X		
3. Electrical				
a.	12 volt electrical system	X		
b.	Battery, 850 CCA or 2 - 650 CCA	X		
c.	Horn	X		
d.	65 amp alternator 12 volt	X		
e.	Front and rear work lights	X		
f.	Back-up alarm - self adjusting sound level, 87 thru 107 decibels, lifetime warranty, ECCO SA901, Federal Signal Target Tech 210505, or approved equal	X		
g.	Whelen Awarded vendor must purchase and mount a 28" WHELEN "Mini Freedom" linear LED warning light bar connected to an illuminated on/off switch located in cab. Light bar must be mounted to sturdy fabricated or factory light mount bracket utilizing existing factory mounts or bolt locations. No modification of cab structure (including drilling holes in roof cap) will be accepted. Light must be clearly visible from 360 degrees of the cab top. The switch is to be wired to switched accessory power as to not have battery draw when key is turned off. WHELEN light bar has self-contained 12vdc flasher. 12vdc power and ground only need to be fed to light bar – no external flasher module is required. <i>(WHELEN light bar part no. FT8AAAAP. Additionally, amber colored inboard flashers for rear of light are needed. That part no. is FLDA. Stud kit for light mounting is part no. MK9S).</i> Light and accessories are available from local WHELEN Emergency Lighting Distributors) Awarded vendor's mount and mounting location must be approved by DOT representative at time of upfit. <i>Distribution vendor contact info is available from NDDOT upon request.</i>	X		
h.	Dual 7 and 14 pin quick disconnect electrical for attachments located on the boom (if 7 pin is not available the dealer must supply an adapter to make the 7 pin attachments the department currently owns work with the machine being bid – contact NDDOT Maintenance Division for a list of attachments)	X		
4. Frame/Chassis				
a.	Easily accessible front and rear tie down points	X		

		COMPLY		SPECIFICATION DEVIATIONS
		YES	NO	
b.	Factory installed maximum counterweights to accommodate the loaded bucket and attachment capacities	X		Counterweights are not required for this model to achieve the specified performance capacities. Counterweights can be added in 100 lbs increments for roughly \$4.25 per lb.
c.	Ride control	X		
5. Tires				
a.	12 X 16.5 10PR minimum	X		
b.	Multi-purpose, all-weather tread	X		
6. Brakes				
a.	Parking brake	X		
7. Hydraulic Components				
a.	High flow, 32 GPM, 3,000 psi	X		
b.	Auxiliary front hydraulic outlets	X		
c.	Double acting boom lift and bucket tilt cylinders	X		
d.	Electric over hydraulic or pilot operated control for all boom functions, joystick controlled (joysticks shall have a variable speed adjustment and joysticks shall be mounted to the suspension seat)	X		
8. Cab				
a.	SAE ROPS cab enclosure	X		
i.	Door sensor switch kit, to disable boom operation when activated	X		
ii.	Maximum sound suppression available from factory	X		
b.	Factory installed air conditioning	X		
c.	Factory installed heater	X		
i.	Defrosters - factory installed vents and ducts, to keep all windows clear	X		
d.	Interior rear view mirror	X		
e.	SAE certified seat belt	X		
f.	Air ride cushioned seat	X		
g.	Joystick controls for the boom and machine drive must be mounted to the suspension seat to allow them to move with the seat	X		
h.	Safety seat bar or similar device that also acts as armrests, if does not act as armrests, armrests for the seat must be provided	X		

	COMPLY YES	NO	SPECIFICATION DEVIATIONS
i. Mount and dismount grab handles	X		
j. AM/FM radio with aux input	X		
k. Front windshield wiper and washer if available	X		
l. Sliding side windows	X		
9. Instrumentation in clear view of operator (including but not limited to)			
a. Hour meter (shall not mark time without engine running)	X		
b. Engine coolant temperature gauge or warning light	X		
c. Ammeter / voltmeter or warning light	X		
d. Fuel level gauge or warning light	X		
e. Engine oil pressure gauge or warning light	X		
f. Hydraulic oil temperature warning light	X		
g. Hydraulic filter restriction warning light	X		
h. Air filter restriction indicator or warning light	X		
i. Factory installed rearview camera and monitor. Operator display may double as monitor if optional available.	X		
10. Engine monitoring and warning system (light and / or alarm warning, including but not limited to)			
a. Engine coolant temperature	X		
b. Hydraulic oil temperature	X		
c. Engine oil pressure	X		
d. Air filter	X		
e. Hydraulic filter	X		
f. System voltage	X		
g. Maintenance monitor to track scheduled services	X		
11. Loader/Bucket			
a. Vertical lift system	X		
b. Height of hinge pin 130"	X		
c. Reach 30"	X		

		COMPLY		SPECIFICATION DEVIATIONS
		YES	NO	
d.	Heavy duty dense material bucket, SAE heaped 20 cu. ft. capacity or best sized for machine	X		
i.	Wider than width over tires	X		
ii.	OEM style replaceable cutting edge, installed	X		
e.	Self-leveling	X		
f.	Boom to have float position	X		
g.	Must be able to remove attachment lock from in the cab similar to power bobtach	X		
h.	Greasable pivot points	X		
i.	Quick change mounting plate and attachment coupling device remote operated from cab, compatible with all BobTach® attachments	X		
12. Performance				
a.	Operating load capacity 3,000 lbs	X		3,350 lbs before counterweights
b.	Tipping load 6,000 lb	X		6,700 lbs before counterweights
13. Size				
Operating weight with maximum factory-installed counterweights, full fluids, and 175 lb operator, approximately 8,500 lbs		X		
14. Manuals / Parts Information				
a.	Two operators manuals per machine (must be actual manuals)	X		
b.	Two parts manuals per machine (can be electronic)	X		
c.	One technical repair manual per machine (can be electronic)	X		
15. Training				
a.	A minimum 4 hours of familiarization training shall be given to each delivery location to ensure proper, efficient, and safe usage of the skidsteer loader and attachments. The training at a minimum should include, but not limited to, safety, preventative maintenance checks, operations, and features	X		
16. Warranty				
a.	Manufacturer's one-year full warranty, if the manufacturer's standard warranty is for a longer period it shall apply	X		

- b. The successful bidder or manufacturer authorized service facility shall be fully responsible for any applicable delivery, pick-up, and(or) site visit costs associated with warranty work throughout the warranty period

X

The skid steer loader shall be delivered as a complete unit, ready for operation. The skid steer loader shall be delivered free of any defects due to shipping or workmanship. Product literature shall be submitted with the bid for all bid items.

SKID STEER MAKE: Bobcat MODEL: S770
PARTS/SERVICE DEALER: See Price Schedule for District POCs TELEPHONE: Jesse Rheault: 701-630-5134
EMAIL: Jesse.Rheault@doosan.com

ITEM NO.	QTY.	UNIT	DETAILED SPECIFICATIONS	TOTAL PRICE
1	COMPACT TRACK LOADER - 1 Each (The award will be based on low bid meeting all specs to furnish and deliver the compact track loader to the following locations :) MAKE: <u>Bobcat</u> MODEL: <u>T770</u> DAYS ARO: <u>90</u>			
	1	EACH	FOB NDDOT Grand Forks District Parts and Service Contact: Bobcat of Grand Forks Travis Johnson 701-772-5006	\$ 63,784.03 Also, 24% off any additional attachments
	Unknown	EACH	Any NDDOT district, Less freight through November 30, 2021. Freight will be determined at time of order. (award not determined by extended price)	\$ 63,784.03 Also, 24% off any additional attachments
2	SKID STEER LOADER, WHEELED – 2 Each (The award will be based on low bid meeting all specs to furnish and deliver the compact track loader to the following locations :) MAKE: <u>Bobcat</u> MODEL: <u>S770</u> DAYS ARO: <u>90</u>			
	1	EACH	FOB NDDOT Bismarck District Parts and Service Contact: Bobcat of Mandan David Dinneen 701-663-0903	\$ 54,127.07 Also, 24% off any additional attachments
	1	EACH	FOB NDDOT Fargo District Parts and Service Contact: Bobcat of Fargo Mason Persons 701-772-5006	\$ 54,127.07 Also, 24% off any additional attachments
	Unknown	EACH	Any NDDOT district, Less freight through November 30, 2021. Freight will be determined at time of order. (award not determined by extended price)	\$ 54,127.07 Also, 24% off any additional attachments
3 Opt 1	Equip Wheeled Skid Steer with TWEEL, Composite Wheels. Option would be to equip machine with composite tire/wheel (TWEEL) assemblies in lieu of factory wheels and tires. Cost should include trade-in allowance of factory wheels – if composite wheels are not factory optionable.			
	Unknown	EACH	FOB ANY NDDOT LOCATION	\$ 56,619.07
4 OPT 2	TRADE-IN 2008 BOBCAT T300 CTL The NDDOT reserves the right to exercise the trade-in option. Unit 656 is located in Grand Forks District. Grand Forks Contact: Don Underwood (701) 787-6520			

	1951 N Washington Grand Forks, ND 58203 Manufacturer: Bobcat Model Number: T300 Serial Number: 532040125 Total hours: 3485 (approximate)			
	1	EACH	DEDUCT	\$ 7,000.00
5 OPT 3	TRADE-IN 2004 BOBCAT S250 SKIDSTEER LOADER The NDDOT reserves the right to exercise the trade-in option. This unit #672 is located in Fargo District. Fargo Contact: Jon Lee (701) 239-8912 503 38 th St S Fargo, ND 58103 Manufacturer: Bobcat Model Number: S250 Serial Number: 526012020 Total hours: 3967 (approximate)			
	1	EACH	DEDUCT	\$ 8,000.00
6 OPT 4	TRADE-IN 2002 BOBCAT S250 SKIDSTEER LOADER The NDDOT reserves the right to exercise the trade-in option This unit #654 is located in Bismarck District. Bismarck Contact: Mike Watson (701) 328-6940 218 Airport Road Bismarck, ND 58504 Manufacturer: Bobcat Model Number: S250 Serial Number: 521312332 Total hours: 3137 (approximate)			
	1	EACH	DEDUCT	\$ 9,000.00

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

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

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

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.



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

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

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).



Risk Management Appendix

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

Each party agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorney's fees which may in any manner result from or arise out of this agreement.

Contractor, or Contractor's delivery agent, shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in North Dakota, the following insurance coverages:

- 1) **Commercial general liability** and **automobile liability** insurance.
- 2) **Workers compensation** insurance.

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

When a portion of a Contract is sublet, the Contractor shall obtain insurance protection (as outlined above) to provide liability coverage to protect the Contractor and the State as a result of work undertaken by the Subcontractor. In addition, the Contractor shall ensure that any and all parties performing work under the Contract are covered by public liability insurance as outlined above. All Subcontractors performing work under the Contract are required to maintain the same scope of insurance required of the Contractor. The Contractor shall be held responsible for ensuring compliance with those requirements by all Subcontractors.

RM Consulted 2007
Revised 6-07

