

REQUEST FOR BID

North Dakota Department of Transportation, Financial Management
SFN 54214 (2-2009)

Bid Number and Bid Name 305-00-10-050 - Engineering Equipment	Bid Opening Date and Time (Central) February 9, 2010 - 2:00 P.M. Central	Date Bid Prepared January 14, 2010	
Delivery Date Required Normal Delivery After Receipt of Order	Deliver to (F O B) Various NDDOT District Locations		
Procurement Officer Sue Eberle	Telephone Number (701) 328-4465	E-Mail Address seberle@nd.gov	Fax Number (701) 328-0310
Bid Mailing Address ND DEPARTMENT OF TRANSPORTATION PROCUREMENT SECTION - RM 222 608 EAST BOULEVARD AVENUE BISMARCK, ND 58505-0700			

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 attached, is hereby incorporated 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:

Business Name		
Mailing Address		
Telephone Number	Fax Number	E-Mail Address

Name
Title

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.)

Signature

Date

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 - **305-00-10-050**
BID OPENING DATE - **FEBRUARY 9, 2010 – 2:00 P.M. CENTRAL**
N. D. DEPT. OF TRANSPORTATION
PROCUREMENT, ROOM 222
608 E BOULEVARD AVE
BISMARCK ND 58505-0700

BIDDERS INSTRUCTIONS

1. **Acceptance/Rejection/Waiver.** The state of North Dakota reserves the right to accept or reject any or all bids and to waive minor irregularities or technicalities, provided such waiver does not substantially change the offer or provide a competitive advantage to any vendor, in the judgment of the state.
2. **Affirmative Action.** The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of handicapped, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or physical handicap.
3. **Assistance to Bidders with a Disability.** Bidders with a disability that need an accommodation must contact the Procurement Officer prior to the deadline for receipt of bids so that reasonable accommodations can be made.
4. **Alterations and/or Corrections.** The person signing the bid response must initial any or all manual alterations and/or corrections to the bid response. Those bid responses with alterations and/or corrections that are not initialed may be rejected.
5. **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.

Contracts are not awarded at the bid opening. Bid responses will be firm for 30 days, unless stated otherwise.
6. **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.
7. **Bidder Checklist.** HAVE YOU REMEMBERED TO:
 - Bid F.O.B. Destination (Ship To: Address) Freight Prepaid.
 - Mark envelope as indicated.
 - Review Standard Terms and Conditions contained in this solicitation.
 - Sign your bid on the cover sheet.
 - Initial all bid/pricing changes you made.
 - Bid responses must be submitted in ink or type written.
 - Review and complete all requirements contained in this solicitation to ensure compliance.
8. **Bidder's Responsibility and 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. It is the bidder's responsibility to comply with the State of North Dakota's laws and regulations.

9. **Bid Summary.** Bid summaries are not released until the bid has been awarded. When bids are issued using the State's electronic bidding system, the bid summary will be posted and available for download from:
<http://www.nd.gov/spo/>

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

10. **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.

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 January 25, 2010. (Contact information is indicated on first 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.

12. **Definitions.**

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

13. **Deviation from Specifications Supplied by NDDOT.** Unless otherwise indicated by the bidder, it will be assumed that specifications will be met in all respects. Any deviation from the minimum specifications indicated herein must be clearly pointed out PRIOR TO THE DEADLINE FOR RECEIPT OF QUESTIONS; otherwise, it will be considered that the items offered are in strict compliance with these specifications, and the bidder will be held responsible.

14. **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.

15. **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).

16. **Indemnification.** The attached Risk Management Appendix will be incorporated into the contract. The successful Bidder may be required to furnish proof of insurance, as detailed in the Risk Management Appendix.

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

20. **Packaging.** All commodities and/or equipment are to be delivered packaged according to accepted commercial practices to avoid damage in shipment.

21. **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.

22. **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.

23. **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.

24. **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.

25. **Receipt of Bids.** All sealed bids received by the NDDOT Procurement Office will be opened and read in Room 222, 608 East Boulevard Avenue, Bismarck, North Dakota, at the time specified in the solicitation.

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

- The bid response is not legible
- The bid response is not submitted on the form supplied.
- The bid response is not completed as requested.
- The bid response is completed and/or signed in pencil.
- The bid response is faxed to the procurement office.
- The bid response is not signed by an authorized company representative.
- The bid response is not responsive to the specifications or other requirements of the solicitation.
- Changes to the bid response are not initialed.
- The bid response is received after the time and date specified.
- The bidder has not met Vendor Registration requirements or is suspended or debarred.
- The bid document has been altered by the bidder.
- The bidder is determined to be not responsible (N.D.A.C. 4-12-11-04)
- Or a combination of above.

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

28. **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 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 clarification.

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 45-70-0010K.

30. **Vendor Registration.** Bids will be accepted from vendors that are not currently approved vendors on the State's bidders list. The successful bidder must comply with bidder registration requirements. Prior to award the apparent awardee must contact the Secretary of State to determine if registration with that office is required and must complete the state's vendor registration requirements which may include providing a W-9.

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

2. **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.

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

4. **Contract Amendment.** After a binding contract has been entered into, no changes (i.e. substitution of product or a price adjustment) may be made, unless prior approval has been obtained from the purchasing agency.

5. **Contract Termination.**

- a. **Termination without Cause.** This contract may be terminated by mutual consent of both parties, or by either party upon 30 days' written notice.
- b. **Termination for Lack of Funding or Authority.** The State may terminate this contract effective upon delivery of written notice to the contractor, or on any later date stated in the notice, under any of the following conditions:
 - i. If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term. The contract may be modified by agreement of the parties in writing to accommodate a reduction in funds.
 - ii. If federal or state regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
 - iii. If any license or certificate required by law or regulation to be held by the contractor to provide the services required by the contract is for any reason denied, revoked or not renewed.Any such termination of this contract under (i), (ii), or (iii), above, shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
- c. **Termination for Cause.** The State by written notice 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.

6. **Materials and Workmanship.** All material and workmanship shall be subject to inspection and testing at the discretion of the purchasing agency.

7. **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 and responsibility of the bidder.

8. **Orders, Billing and Payment Procedures:** Purchase order(s) will be issued by NDDOT Procurement office to the awarded contractor. Any reorders will be placed by the individual NDDOT Districts.

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

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

9. **Receiving:** Shipments must arrive at the destination between the hours of 7:00 a.m. and 3:00 p.m. unless other shipping instructions are issued by the district personnel. The contractor must notify district personnel of delivery dates and times at least 24 hours in advance.

All NDDOT offices will be closed in recognition of the following holidays: New Year's Day (Jan. 1), Martin Luther King, Jr. Day (third Monday in Jan.), President's Day (third Monday in Feb.), Good Friday (Friday preceding Easter), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in Sept.), Veterans' Day (Nov. 11), Thanksgiving Day (fourth Thursday in Nov.), and Christmas Day (Dec. 25).

State offices will close at noon on December 24. Any day declared a holiday by the President or Governor will also be recognized as a holiday.

When January 1, July 4, November 11, or December 25 fall on a Sunday, the following Monday will be celebrated as the holiday. When these holidays fall on a Saturday, the preceding Friday is the holiday.

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

NAME: _____
(Name of person servicing this contract)

BUSINESS NAME: _____

MAILING ADDRESS: _____

CITY & STATE: _____ ZIP CODE: _____

PHONE NUMBER: _____ TOLL FREE: _____

FAX NUMBER. _____ E-MAIL: _____

BID RESPONSE

ITEM NO.	QTY.	UNIT	DETAILED SPECIFICATIONS	UNIT PRICE	TOTAL PRICE
1	Prism Pole Topo Shoe. 1 Flat surface to ensure accuracy. 2 5/8-11 thread. 3. CST 67-4258 or equal.				
	1	EACH	BRAND: _____ NO. _____	\$	\$
2	Range Pole/Prism Pole Point. 1. Hardened steel, 5/8-11 thread. 2. 5/8-11 thread. 3. CST 68-3740 or equal.				
	1	EACH	BRAND: _____ NO. _____	\$	\$
3	Range Pole Section, 1-Ft. 1. CST 68-3732 or equal.				
	1	EACH	BRAND: _____ NO. _____	\$	\$
4	Range Pole Section, 2-Ft. 1. CST 68-3731 or equal.				
	1	EACH	BRAND: _____ NO. _____	\$	\$
5	Easy Paint Marker Handle. 1. Spray paint applicator. 2. Fox Paint EMG7D or equal.				
	11	EACH	BRAND: _____ NO. _____	\$	\$
6	Tally Counter. 1. Counter mechanical, 4-digit. 2. CST 30-100 or equal.				
	10	EACH	BRAND: _____ NO. _____	\$	\$
7	Prism Bag, Medium. 1. Fully Zippered, Carrying. 2. Shock-absorbing double-padded. 3. CST 61-2540 or equal.				
	1	EACH	BRAND: _____ NO. _____	\$	\$

BIDDER _____

ITEM NO.	QTY.	UNIT	DETAILED SPECIFICATIONS	UNIT PRICE	TOTAL PRICE
8	Chest Wader. 1. Non-insulated rubber. 2. Size: 10. 3. Forest Supplies #93117 or equal.				
	1	EACH	BRAND: _____ NO. _____	\$	\$
9	Chest Wader. 1. Non-insulated rubber. 2. Size: 12. 3. Forest Supplies #93119 or equal.				
	1	EACH	BRAND: _____ NO. _____	\$	\$
10	Tac-Ball. 1. Seco 2180-00 or equal.				
	2	EACH	BRAND: _____ NO. _____	\$	\$
11	Pole Points, Titanium. 1. Seco 5194-06 or equal				
	2	EACH	BRAND: _____ NO. _____	\$	\$
12	10-Minute Vial with Holder. 1. To fit 1-1/4-In. diameter pole. 2. Recessed vial in a study aluminum housing. 3. CST 68-204 or equal.				
		EACH	BRAND: _____ NO. _____	\$	\$
13	Marking Pins. 1. 3/16-In. spring steel. 2. 14-In. pins painted red and white. 3. 11 pens/set. 4. Seco 2183-00 or equal.				
		EACH	BRAND: _____ NO. _____	\$	\$
14	Magnetic Locator 100. 1. Magna-Trak 100 with soft case. 2. CST 19-550 or equal.				
	6	EACH	BRAND: _____ NO. _____	\$	\$

ITEM NO.	QTY.	UNIT	DETAILED SPECIFICATIONS	UNIT PRICE	TOTAL PRICE
15	Measuring Wheel, 4-Ft. 1. 400 Senes. 2. Heavy-Duty Steel. 3. Rolatape 32-400 or equal.				
	12	EACH	BRAND: _____ NO. _____	\$	\$
16	Measuring Wheel, Aluminum, 4-In. 1. 4-In. Diameter. 2. Single Aluminum 10,000 ft-tenths. 3. CST 31-101-M or equal.				
	2	EACH	BRAND: _____ NO. _____	\$	\$
17	Measuring Wheel, Metal, 3-Ft. 1. 3-Ft. circumference. 2. Measures in feet. 3. Keson MP301 or equal.				
	8	EACH	BRAND: _____ NO. _____	\$	\$
18	Measuring Wheel (Part Only). 1. Replacement wheel only, in Ft./In./10ths. 2. 415 Series. 3. Rolatape 32-415C or equal.				
	3	EACH	BRAND: _____ NO. _____	\$	\$
19	3.5 Meter GPS Carbon Fiber Rover Pole. 1. Fixed Tip-Dual Grad. 2. Seco 5129-50 or equal.				
	4	EACH	BRAND. _____ NO. _____	\$	\$
20	UTV Door Bracket for Arctic Cat. 1. Seco 5114-40-02 or equal.				
	1	EACH	BRAND: _____ NO. _____	\$	\$
21	2-Meter Carbon Fiber GPS Rod. 1. Fixed Height at 2-Meters. 2. Seco 5128-00 or equal.				
	1	EACH	BRAND: _____ NO. _____	\$	\$

ITEM NO.	QTY.	UNIT	DETAILED SPECIFICATIONS	UNIT PRICE	TOTAL PRICE
22	Hand Level, 2X. 1. 6" to 7" Inches. 2. Internal vial 3. Seco 4200-00 or equal.				
	7	EACH	BRAND: _____ NO. _____	\$	\$
23	Leveling Rod, Fiberglass with Carrying Case. 1. 25-Ft. Rectangular. 2. 6 Section-10ths. 3. CST 06-925 or equal.				
	2	EACH	BRAND: _____ NO. _____	\$	\$
24	Leveling Rod, Telescoping Aluminum with Carrying Case. 1. 13-Ft., 4-Section, Ft./10ths/100ths. 2. Heavy-Duty Cordura bag with tie end. 3. CST 06-813 and CST 06-820 or equal.				
	2	EACH	BRAND: _____ NO. _____	\$	\$
25	48-In. Smart Level to Include Case. 1. Tech level type 196E. 2. Stabila 37948 or equal.				
	13	EACH	BRAND: _____ NO. _____	\$	\$
26	59-In. Smart Level to Include Case. 1. Tech level type 196E. 2. Stabila 37959 or equal.				
	2	EACH	BRAND: _____ NO. _____	\$	\$
27	78-In. Smart Level to Include Case. 1. Tech level type 196E. 2. Stabila 37978 or equal.				
	1	EACH	BRAND: _____ NO. _____	\$	\$
28	24-In. Smart Level to Include Case. 1. Tech level type 196E. 2. Stabila 37924 or equal.				
	3	EACH	BRAND: _____ NO. _____	\$	\$

ITEM NO.	QTY.	UNIT	DETAILED SPECIFICATIONS	UNIT PRICE	TOTAL PRICE
29	Lath Bag with Handle, 48-In. 1. Heavy-duty Cordura. 2. CST 20-766 or equal.				
	1	EACH	BRAND: _____ NO. _____	\$	\$
30	Stake Bag with Center Pocket. 1. Heavy-duty Cordura. 2. 18" x 12" x 6" center pocket. 3. CST 20-757 or equal				
	3	EACH	BRAND: _____ NO. _____	\$	\$
31	Tribrach with Optical Plummet, Grey. 1. CST 61-3500 or equal.				
	3	EACH	BRAND: _____ NO. _____	\$	\$
32	Rotating Tribrach Adapter. 1. Rotating friction top. 2. CST 61-2521 or equal.				
	2	EACH	BRAND: _____ NO. _____	\$	\$
33	Fixed Tribrach Adapter. 1. Adapts 5/8-11 thread to other tribrach. 2. CST 61-2520 or equal.				
	1	EACH	BRAND: _____ NO. _____	\$	\$
34	Tripod, Wood. 1. Quick Clamp. 2. 72" open, 42" closed, 5/8" x 11 stud, flat head. 3. CST 60-WDW20HV or equal.				
	3	EACH	BRAND: _____ NO. _____	\$	\$
35	Thermometer, Infrared. 1. Handheld. 2. Temperature range 0 to 750°F (-18 to 400°C). 3. Raytek Minitemp MT4 or equal.				
	3	EACH	BRAND: _____ NO. _____	\$	\$

ITEM NO.	QTY.	UNIT	DETAILED SPECIFICATIONS	UNIT PRICE	TOTAL PRICE
36	Pocket Tape. 1. 25-Ft. Powerglide. 2. Top graduations in Ft./10ths/100ths; bottom graduation in Ft./10 th /16ths. 3. Keson PG 1810-25 or equal.				
	16	EACH	BRAND: _____ NO. _____	\$	\$
37	100-Ft. Tape. 1. Zip-Line pro series fiberglass. 2. Open Reel. 3. Graduation 10ths. 4. CST 74-Y1001 or equal.				
	21	EACH	BRAND: _____ NO. _____	\$	\$
38	Pocket Tape. 1. 25-Ft. Powerglide. 2. Gradations in Ft./10ths/100ths 3. Keson PG 10-25 or equal.				
	6	EACH	BRAND: _____ NO. _____	\$	\$
39	100-Ft. Fiberglass Refill Tape. 1. Graduated in 10ths, 1/2" width. 2. Lufkin O706D or equal.				
	15	EACH	BRAND: _____ NO. _____	\$	\$
40	12-Ft. Lufkin Mezurall Cased Tape. 1. Top Graduated in Ft./10ths/100ths; bottom graduated n Ft./ln./16ths. 2. Model No. W9312D, 3/4" W x 12' length blade. 3. Forestry Supply 39310 or equal.				
	6	EACH	BRAND: _____ NO. _____	\$	\$
41	Pocket Rod. 1. Rigid 6-1/2 Ft. Leveling Rod. 2. Graduations in 10ths/100ths both sides. 3. Built-in-target, heavy-duty end hook. 4. Forestry Supply 40046 or equal.				
	2	EACH	BRAND: _____ NO. _____	\$	\$
42	OPTION 1 – RE-ORDER AGREEMENT FOR ITEMS 1 THRU 41 BIDDER AGREES TO HOLD BID PRICE THROUGH – AUGUST 31, 2010.				
	Unknown at this time	EACH	FOB: NDDOT BISMARCK CONSTRUCTION OFFICE 608 EAST BOULEVARD AVENUE BISMARCK, ND 58505-0700	YES	NO

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.

BIDDER _____

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

MATERIALS COORDINATOR

BISMARCK:

JIM GLICK
NDDOT - 218 SOUTH AIRPORT ROAD
BISMARCK ND 58504
(701) 328-6927 PHONE; (701) 328-6933 FAX

VALLEY CITY:

KEVIN HANSON
NDDOT - 1524 8TH AVENUE SW
VALLEY CITY ND 58072
(701) 845-8807 PHONE; (701) 845-8804 FAX

DEVILS LAKE:

MIKE PIKE
NDDOT - 316 6TH ST SE
DEVILS LAKE ND 58301
(701) 665-5117 PHONE; (701) 328-0329 FAX

MINOT:

GREG OLSON
NDDOT - 1305 HIGHWAY 2 BYPASS EAST
MINOT ND 58701-7922
(701) 857-6912 PHONE; (701) 857-6932 FAX

DICKINSON:

BELINDA URLACHER
NDDOT - 1700 3RD AVE W, SUITE 101
DICKINSON ND 58601-3009
(701) 227-6520 PHONE; (701) 227-6505 FAX

GRAND FORKS:

CURT DUNN
NDDOT - 1951 NORTH WASHINGTON
PO BOX 13077
GRAND FORKS ND 58208-3077
(701) 787-6525 PHONE; (701) 787-6515 FAX

WILLISTON:

BILL GATHMAN
NDDOT - 605 DAKOTA PARKWAY WEST
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Vmk

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.