

NDDOT Contract No. 50-460-0109

INVITATION TO BID

North Dakota Department of Transportation, Financial Management
SFN 7480 (Rev 12-2007)

Bid Number 845-06-09-050		Bid Opening Date January 23, 2009		Time 2:00 P.M. Central	
Items Cylinder Molds			Buyer Sue Eberle		
Mailing Address 608 East Boulevard Avenue			Telephone Number (701) 328-4465		
City Bismarck		State ND	Zip Code 58505-0700	E-mail Address seberle@nd.gov	
Contract Period March 1, 2009 - February 28, 2010				Date Prepared January 8, 2009	

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 bid opening. Bid responses received after the time and day specified for 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 GEOSERV, INC.	Vendor Address 3100 East Broadway Ave. Bismarck, ND
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(hereafter 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, attached, is hereby incorporated 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 GEOSERV, INC.		
Mailing Address 3100 East Broadway Ave. , PO Box 3159, Bismarck, ND 58502		
Telephone Number (701) 223-6149	Fax Number (701) 223-2372	E-mail Address geoserv_inc@qwestoffice.net

Max Tschosik Vice President
Name & Title (Type or Print)

Max Tschosik VP
Signature

1/21/09
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 Francis G. Ziegler	Date 1/29/09
Recommended for approval <i>Francis G. Ziegler</i>	Date 1/26/09
	Approximate contract amount \$5,760.00

APPROVED as to execution this
28th day of January 2009
ATTORNEY GENERAL
By *Drew Kaufmann*
SPECIAL ASST. ATTORNEY GENERAL

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 - 845-06-09-050 – CYLINDER MOLDS
BID OPENING DATE – JANUARY 23, 2009, 2:00 P.M. CENTRAL
NORTH DAKOTA DEPARTMENT 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. **Addition of Terms and Conditions.** 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.
3. **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.
4. **Alternate Bid(s).** Bidders may submit alternate bid response(s) for the item(s) specified in the solicitation. Alternate bid responses are to be clearly marked 'alternate' and all specifications, brand name, model number, or trademark, if any, and/or any other information pertinent to identification must accompany the alternate bid response.
5. **Alterations and/or Corrections.** The person signing the bid response must initial any or all alterations and/or corrections (i.e. erasers, whiteout, correction tape, etc.) made to the bid response. Those bid responses with alterations and/or corrections that are not initialed may be rejected.
6. **Award.** Award will be made to the lowest responsible, responsive bidder 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 specified herein, but judged to meet the intent of this request.

NDDOT also reserves the right to negotiate with the successful bidder to ensure the best possible consideration be afforded to all concerned.

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

7. **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.

8. **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.

9. **Bidder's Responsibility.** 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.

10. **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.

11. **Bid Surety:** 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 bid list(s) of this office.

12. **Changes.** 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 NDDOT Procurement Office.

13. **Clarifications/Interpretations.** Any and all questions regarding this document must be addressed to the Procurement Officer referenced on the first page of this document unless otherwise directed within the bid document. The bidder is cautioned that the requirement of this solicitation can be altered only by written addendum and that verbal communications from whatever source are of no effect.

14. **Contract Bond:** Successful bidders will not be required to furnish a contract 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 bid list(s) of this office.

15. **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.

16. **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 specifications indicated herein must be clearly pointed out; otherwise, it will be considered that the items offered are in strict compliance with these specifications, and the bidder will be responsible.

17. **Facsimile Bids.** Bid responses are not to be faxed to NDDOT Procurement Office. **BID RESPONSES FAXED TO THIS OFFICE MAY BE REJECTED.** When a bid is sealed, a faxed bid response may be accepted if the bid proposal is faxed to a third party who will put it in an envelope, seal it and deliver the bid to the Procurement Office before the date and time specified in the solicitation. (Contact the Procurement officer regarding additional requirements and exceptions.)

18. **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).

19. **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.

20. **Nondiscrimination and Compliance with Laws.** The contractor agrees to comply with all applicable laws, rules, regulations and policies, including those relating to nondiscrimination, accessibility and civil rights. The contractor agrees to timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, 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.

21. **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 between 8:00 a.m. 12:00 p.m. and 1:00 p.m. and 5:00 p.m. Monday through Friday.

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

23. **Preparation of Bid:** Bids will be accepted on NDDOT forms only (attached). Bidder's shall initial each page bottom where indicated. Bidders are cautioned to examine specifications and all instructions. Failure to do so will be at the bidder's risk. Any irregularities or lack of clarity in the invitation for bid must be brought to the attention of the Procurement Officer (Telephone 701-328-4465, Fax 701-328-0310) as soon as possible.

24. **Pricing (Unit and Total Prices).** Unit prices are to be based on the unit of measurement specified in the solicitation, F.O.B. Destination, to the NDDOT delivery locations specified herein. Only one unit price is to be quoted for each item. If more than one price is offered for any given item, then the reason for the alternate pricing shall be stated and the alternate price shall be clearly identified as an alternate.

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

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 does not meet the required specifications of the solicitation.
- Changes to the bid response are not initialed.
- The bid response is received after the time and date specified.
- The bid response received is from a suspended or debarred bidder.
- The bid document has been altered by the offeror.
- 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. **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.

29. **Termination for Non-Appropriation of Funds.** It is agreed that in the event funding appropriations to the State are not obtained and continued at a level sufficient to allow for payments to the Vendor, for the goods or services described herein, the obligations of each party hereunder may be terminated at the option of the State, provided that any such termination shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

30. **Vendor Registration** Bids will be accepted from vendors that are not currently approved vendors on the State's bidders list. The successful offeror may not be required to register as an approved vendor; however, the vendor will be required to complete a vendor application to receive payment and must provide 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

SERVICE REPRESENTATIVE:

NAME: Max Tschosik
(Name of person servicing this contract)

BUSINESS NAME: GEOSERV, INC.

MAILING ADDRESS: PO Box 3159
(Address to which purchase orders are to be sent)

CITY & STATE: Bismarck, ND ZIP CODE: 58502

PHONE NUMBER: (701) 223-6149 TOLL FREE: 1-800-760-6149

FAX NUMBER: (701) 223-2372 E-MAIL geoserv inc@qwestoffice.net

GENERAL SPECIFICATIONS

Preparation of Bid: Bids will be accepted on NDDOT forms only (attached). Bidder's shall initial each page bottom where indicated. Bidders are cautioned to examine specifications and all instructions. Failure to do so will be at the bidder's risk. Any irregularities or lack of clarity in the invitation for bid must be brought to the attention of the Procurement Officer (Telephone 701-328-4465, Fax 701-328-0310) as soon as possible.

Contract Term and Renewal Option – The NDDOT will enter into a contract with an effective date beginning **March 1, 2009 and ending February 28, 2010.**

This contract may be renewed upon satisfactory completion of the initial contract term. The NDDOT reserves the right to execute up to two options to renew this contract annually for a period of 12 months each, not to exceed 36 months total.

The NDDOT reserves the right to annually renegotiate price and terms provided that such negotiated price and terms fall within the original scope of work for this bid. Such changes will be documented by amendment to the contract.

Contract Price Adjustment: The Contract Unit Prices shall be firm for the first twelve (12) months of the contract period. Thereafter, on an annual basis, all unit prices in the implementing of extensions to the contract(s) may be subject to price adjustment (increase / decrease). The request for a price adjustment must 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 the extension 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.

Contract Cancellation: The contract may be cancelled at any time by either party provided that the party who wishes to cancel provides thirty (30) days written notice. If a contractor is determined to be in default of the contract, the State may cancel the contract. This cancellation will be effective immediately upon written notice.

Ordering and Billing Procedures: Orders will be issued by individual NDDOT district locations (see attached). 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.

Estimated Volume: The annual volume of this contract is estimated at 3,600 cylinder molds. 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.

Minimum Order: 10 Cases.

Record of Sales: The successful bidder must maintain records of sales under the contract and furnish volume of sales information to Procurement upon request.

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 (January 1)
Martin Luther King, Jr. Day (third Monday in January)

President's Day (third Monday in February)
Good Friday (Friday preceding Easter)
Memorial Day (last Monday in May)
Independence Day (July 4)
Labor Day (first Monday in September)
Veterans' Day (November 11)
Thanksgiving Day (fourth Thursday in November)
Christmas Day (December 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 the holiday. When any of these days fall on a Saturday, the preceding Friday is the holiday.

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
STOREKEEPER LIST**

10/08/2007

61 - BISMARCK:

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
BETTY DeGREEF
218 S AIRPORT ROAD
BISMARCK ND 58504
(701)328-6941 FAX: (701)328-6933

62 - VALLEY CITY:

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
RENEE HAZELTON
1524 8TH AVENUE SW
VALLEY CITY ND 58072
(701)845-8803 FAX: (701)845-8804

63 - DEVILS LAKE:

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
LISA VETSCH
316 6TH ST SE
DEVILS LAKE ND 58301
(701)665-5119 FAX: (701)328-0329

64 - MINOT:

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
LINDA KILLMER
1305 HIGHWAY 2 BYPASS EAST
MINOT ND 58701-7922
(701)857-6928 FAX: (701)857-6932

65 - DICKINSON:

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
SHARON PRIVATSKY
1700 3RD AVE W STE 101
DICKINSON ND 58601-3009
(701)227-6500 FAX: (701)227-6505

66 - GRAND FORKS:

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
ORRIET NARLOCK
1951 NORTH WASHINGTON
PO BOX 13077
GRAND FORKS ND 58208-3077
(701)787-6521 FAX: (701)787-6515

67 - WILLISTON:

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
TRAVIS NELSEN
605 DAKOTA PARKWAY WEST
PO BOX 698
WILLISTON ND 58802-0698
(701)774-2721 FAX: (701)774-2704

68 - FARGO:

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
LARRY LIEN
503 - 38TH STREET SOUTH
FARGO ND 58103-1198
(701)239-8914 FAX: (701)239-8915

SPECIFICATIONS FOR CYLINDER MOLDS

The intent of this Invitation to Bid is to establish a contract for furnishing cylinder molds for North Dakota Department of Transportation. NDDOT has eight district shops located in cities across the state (see attached listing). Orders will be placed by Materials & Research Lab and the eight district offices as needed.

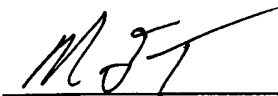
The NDDOT must sample concrete during highway construction operations. The ready availability of these cylinder molds is imperative to ensure construction operations are not interrupted.

ITEM NO.	DETAILED SPECIFICATIONS	BRAND NAME & PRODUCT NUMBER	QUANTITY PER CASE	PRICE PER CASE
1.	Item 1. CYLINDER MOLDS 1. Plastic disposable gray test cylinder. 2. Size: 6" x 12" 3. Non-adhering, non-absorptive, and molded as a single piece unit for dimensional uniformity. 4. Meet ASTM Standard #C39C192C470. 5. Equal to Paragon #1202-8000	Paragon 1202-8000	36	\$ 57.60
	Item 1A. LIDS 1. Domed 6" cylinder lid. 2. Equal to Paragon #1202-9500	Paragon 1202-9500	200	\$ 40.00
2.	Item 2. CYLINDER MOLDS WITH ATTACHED LIDS 1. Plastic disposable gray test cylinder. 2. Size: 4" x 8" 3. Non-adhering, non-absorptive, and molded as a single piece unit for dimensional uniformity. 4. Meet ASTM Standard #C39C192C470 5. Equal to Paragon #1202-5010	Paragon 1202-5010	36	\$ 54.00

'All or Nothing'

ESTIMATED STANDARD DELIVERY: 5-10 working days after receipt of purchase order.

BIDDER



Risk Management Appendix

BY

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.