NDDOT Contract # 50122405

North Dakota Department of Transportation

INVITATION TO BID

Bid Number: 952-07-12-050-02	Bid Opening Date & Time: 12/20/2012 02:00 PM
Items: Alcohol & Controlled Substance Testing	Buyer: Vanessa Brosten
Bid Mailing Address: 608 East Boulevard Avenue, Rm 222	Telephone Number: 701-328-2571
City, State, Zip: Bismarck, ND, 58505	Email: vbrosten@nd.gov
Contract Period: 01/01/2013 TO 12/31/2014	Date Prepared: 12/06/2012

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 (NDOT) prior to the time and date specified for the bid opening. Bid responses received after the time and day specified for the bid opening will be rejected. Mark envelope with word "BID" and the opening time and date. **If your bid response is accepted by NDDOT, then your bid response will constitute a binding contract.**

CONTRACT

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

Vendor Name	Vendor Address
Global Safety Network, Inc.	3590 S 42nd St GrandForks ND 58201

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

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

Vendor Name: Global Safety Network, Inc.		
Mailing Address: 3590 S 42nd St GrandForks ND 58201		
Telephone Number: 701 792 9808	Fax Number: 701 746 5914	E-mail Address: kstrom@globalsafetynetwork.com

Chris Greenberg, Owner

Name & Title (Type or Print)

Signature

Dec 17, 2012

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: Robin Rehburg		Date: 12-28-12
Recommended for approval: Dan E Leftwich	Date: 12/31/12	Approximate contract amount: $ 88,200 VB

NDDOT North Dakota Department of Transportation

APPROVED as to execution this 28th day of December 2012
ATTORNEY GENERAL
By [signature]
SPECIAL ASST. ATTORNEY GENERAL

CMS
CLA 7480 (Div. 50)

Amendment No. 1

To: ALL INTERESTED SUPPLIERS

From: Vanessa Brosten, Financial Management Division, Procurement Office
North Dakota Department of Transportation

Date: December 14, 2012

Re: ITB 952-07-12-050-02, Alcohol & Controlled Substance Testing

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Bidders Instruction #11 of the solicitation established a deadline for receipt of questions. The responses to these questions are provided as addenda to the solicitation. When necessary, the solicitation has been amended.

Q1. When the NDDOT has an emergency call out for a required post-accident test, what specifications is the State DOT requiring?

A. Reference #11, page 9 of 20 and page 5 of Policy 18.1 – Post-Accident Testing
The bid is hereby amended.

11. Testing will be conducted during normal working hours whenever possible. Post-Accident Testing will be conducted within 2 hours after an accident which requires a test.

For after-hours testing add $ 120.00 .

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

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

Vanessa Brosten, Procurement Officer
PHONE: **701-328-2571**
FAX: 701-328-0310
E-MAIL: **vbrosten@nd.gov**

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

PRINTED NAME OF BIDDER OR OFFEROR and TITLE Global Safety Network - Kerry Strom, General Manager	
SIGNATURE	DATE Dec 17, 2012

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 - 952-07-12-050-02
BID OPENING DATE/TIME – December 20, 2012; 2:00 PM Central
N. D. DEPT. OF TRANSPORTATION
PROCUREMENT, RM 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 disability/ 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 available when the bid has been awarded. When bids are issued using the State's electronic bidding system, the bid summary will be posted and available for download from:
http://www.nd.gov/spo/

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

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 December 13, 2012.** (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. **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 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 shipments are to be 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).
- The price is not fair and reasonable
- 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, Partner, Corp. Pres., Vice Pres., or other authorized Corp. Officer** or the bid may be rejected. If signed by other authorized Corp. Officer or representative, please attach a letter signed by the Owner, Partner, Corp. Pres., or Vice Pres. indicating the individual has authority to enter into a contract on behalf of the company (or a Power of Attorney).

28. **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.

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

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

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

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

written, not specified herein regarding this agreement.

5. **Contract Term and Renewal Option.** The NDDOT will enter into a contract with an effective date **beginning January 1, 2013 and ending December 31, 2014,** inclusive. 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 for a period of twelve (12) months each, not to exceed thirty-six (48) months total. Renewals will be documented by amendment.

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

6. **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.

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

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

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

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

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

9. **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.

The apparent awardee may be required to provide full business disclosure including financial documentation.

10. **Billing and Payment Procedures:** Invoices are to be submitted to each State Agency and Institution separately for services performed. Failure to submit correct invoices to the appropriate 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.

11. **Subcontracts, Assignment**: The contractor shall not subcontract, assign or transfer the contractor's interests or duties under this contract without express written consent of the purchasing agency.

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

13. **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.

14. **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: Kerry Strom
(Name of person servicing this contract)

BUSINESS NAME: Global Safety Network, Inc.

MAILING ADDRESS 3590 S. 42nd Street

CITY & STATE: Grand Forks, ND ZIP CODE 58201

PHONE NUMBER: 701 792 9808 TOLL FREE: 866 792 9808

FAX NUMBER: 701 746 5914 E-MAIL KStrom@globalsafetynetwork.com

SPECIFICATIONS FOR
Alcohol and Controlled Substance Testing
State Employees with a Commercial Driver's License
Operation of State Fleet Services Vehicles

North Dakota Department of Transportation

North Dakota Department of Transportation, State Fleet Services Division, hereinafter referred to as NDDOT, will contract for provision of a comprehensive program of alcohol and drug testing for state employees in safety-sensitive positions which require a commercial driver's license (CDL) in the operation of a Fleet Services vehicle.

Attachment 2 is the NDDOT policy 18.1 regarding the testing program and is provided as a reference. The awarded contractor will be required to provide a program which supports this policy. The policy will be considered part of the specification for this bid letting.

The State Fleet Services Division of NDDOT provides licensed motor vehicles for all State Agencies and Institutions. The contractor will be required to conduct random alcohol and controlled substance testing for certain vehicle operators. It is estimated that the number of employees to be tested will range from 300 to 600. The employee testing pool is comprised of NDDOT employees as well as other State Agency and Institution employees. Employees are located throughout North Dakota (Attachment 1).

Seasonal Temporary NDDOT Employees: NDDOT uses seasonal temporary employees, which could add 25 to 50 employees to the pool, depending on the time of the year.

Testing Pool: The NDDOT has 8 districts and 69 rural sections with 1 to 4 employees per rural section. The following numbers of NDDOT employees (approximate) are currently subject to alcohol and drug testing under the Omnibus Transportation Employee Testing Act of 1991, which became effective January 1, 1995.

District headquarters, including shop mechanics - 8 cities	155
Rural sections - 69 cities	245

The following table estimates the number of drivers in the testing pool from NDDOT, State Agencies and Institutions. (See Attachment 1 for additional location information.)

Location	State Agency Table	CDL Drivers
BISMARCK	Dept. of Transportation	400
	OMB - Facility Management	5
	Public Service Commission	5
	Rough Rider Industries	5
	Dept. of Corrections & Rehabilitation	10
	Office of the Attorney General	5
	Game and Fish Dept.	10
	Dept of Parks and Recreation	10
	State Water Commission	10

Location	State Agency Table	CDL Drivers
DEVILS LAKE	School for the Deaf	5
GRAFTON	Developmental Center	5
GRAND FORKS	State Mill and Elevator Association	5
JAMESTOWN	State Hospital	5
LISBON	Veterans Home	5
MINOT	Fair Association	5
STATEWIDE	ND University System	100

Contract Volume: The following shows the actual tests administered during the calendar years of 2011 & 2012:

TEST YEAR	UA DRUG SCREENS	ALCOHOL SCREENS
2011	286	63
2012	262	60

The actual number of tests may vary from these figures.

NDDOT's Employee Assistance Program provides training on the alcohol and controlled substance testing program to NDDOT, State Agency, and Institution supervisors. NDDOT has an established internal policy and informs both NDDOT and other state employees about the testing program. The contractor's training and/or consultation services may be requested in the administration of this program.

Bid Requirements: It is expected that contractors will meet every specification outlined herein. Any offeror who cannot meet any of the specifications must identify deviations and submit a written explanation for the variance. Submittals which do not meet the intent and requirements of this specification may be considered non-responsive.

1. The vendor must have the ability to manage the volume of employees in the testing pool of NDDOT, State Agency, and Institution employees.

2. The vendor must meet all requirements of 49 CFR (Code of Federal Regulations) 40, 391, 392, and 395 and 49 CFR 382 Subpart C (Tests Required) and Subpart D (Handling of Test Results, Record Retention, and Confidentiality.)

3. The vendor must have a proven method and system in place to facilitate the NDDOT controlled substance and alcohol testing program and to accommodate the noted testing locations.

4. The vendor will be required to travel to rural locations to conduct on-site testing.

5. The offeror's program must include a random testing methodology.

6. The vendor must provide a list of three references from companies and corporations for whom similar services have been provided. References shall include a contact person, address and phone number, and the type and length of contract.

7. Upon award, the vendor must provide an implementation plan to the Director of Fleet Services Division.

8. The vendor must bill each State Agency and Institution (as indicated in the State Agency Table) separately for services performed.

9. Vendor must provide test results for all testing conducted.

10. Bid prices must be entered on this form. All pages of this bid document must be returned.

11. No testing will be conducted outside of normal working hours.

12. The following fees include testing and test results.

Bismarck District

A. Alcohol Testing 35.00 / EA

B. Controlled Substance Testing 45.00 / EA

C. Pre-employment Testing 45.00 / EA

Valley City District

A. Alcohol Testing 35.00 / EA

B. Controlled Substance Testing 45.00 / EA

C. Pre-employment Testing 45.00 / EA

Devils Lake District

A. Alcohol Testing 35.00 / EA

B. Controlled Substance Testing 45.00 / EA

C. Pre-employment Testing 45.00 / EA

Minot District

A. Alcohol Testing 35.00 / EA

B. Controlled Substance Testing 45.00 / EA

C. Pre-employment Testing 45.00 / EA

Dickinson District

A. Alcohol Testing 35.00 / EA

B. Controlled Substance Testing 55.00 / EA

C. Pre-employment Testing 55.00 / EA

Grand Forks District

A. Alcohol Testing 35.00 / EA

B. Controlled Substance Testing 45.00 / EA

C. Pre-employment Testing 45.00 / EA

Williston District

A. Alcohol Testing 35.00 / EA

B. Controlled Substance Testing 55.00 / EA

C. Pre-employment Testing 55.00 / EA

Fargo District

A. Alcohol Testing 35.00 / EA

B. Controlled Substance Testing 45.00 / EA

C. Pre-employment Testing 45.00 / EA

13. Mileage reimbursement will not apply to testing, training or consulting conducted within 20 miles of the district office cities as indicated above. Offerors shall indicate the mileage rate which will apply to each mile beyond the 20 mile mark.

    $.55 per mile

14. Vendor must maintain records of all testing activity at their place of business. Reference Attachment 2 for required documentation and retention periods.

15. The vendor shall provide an annual summary of the previous year's testing activity at no charge. Additionally, the vendor may be asked to provide other reports regarding testing activity. List additional reports available from vendor and any associated fee:

    a. Year to Date Target Summary - Testing $ -0- / per report

    b. Annual Testing Statistics $ -0- / per report

    c. Random Draw Details $ -0- / per report

16. All results and any reports requested which relate to the testing program must be sealed in an envelope marked as "CONFIDENTIAL" and addressed to Robin Rehborg, Director of Fleet Services Division, N.D. Dept. of Transportation, 608 East Boulevard Avenue, Bismarck, ND 58505-0700.

17. Vendor shall provide program descriptive literature if available.

18. Vendor may be asked to provide consulting and training during the term of the contract.

    a. Consulting Cost $ 100.00 / HR

    b. Training Cost $ 100.00 / HR

19. If a randomly selected employee is not scheduled to report to work on the day the contractor is onsite, then alternative arrangements for that employee's test must be made. The contractor must make alternative arrangements with a local clinic or hospital to test the employee within two (2) hours of arrival on their next regularly scheduled work day.

20. At the NDDOT's discretion, employee notification can be given and testing may take place at the contractor's designated test site. Please identify the nearest local clinic or hospital in relation to the following cities that will be used when testing is required.

BISMARCK, ND Global Safety Network
914 S 12th St, Suite 106
Bismarck, ND 58504

Location Contact Name & Phone Number 866 792 9808

ALTERNATE TESTING SITE - BISMARCK, ND Healthways
1033 Basin Avenue
Bismarck, ND 58504

Location Contact Name & Phone Number 701 226 6613

VALLEY CITY, ND Global Safety Network
1100 19th Ave N
Fargo, ND 58102

Location Contact Name & Phone Number 701 293 6187

ALTERNATE TESTING SITE – VALLEY CITY, ND Sanford Clinic
520 Chatauqua Blvd
Valley City, ND 58072

Location Contact Name & Phone Number 800 226 8685

DEVILS LAKE, ND Global Safety Network
3590 S 42nd St
Grand Forks, ND 58201

Location Contact Name & Phone Number 866 792 9808

ALTERNATE TESTING SITE – DEVILS LAKE, ND Kevlott Testing Services
1106 14th Street S.
Devils Lake, ND 58301

Location Contact Name & Phone Number 701 351-3151

MINOT, ND Global Safety Network
3220 South Broadway
Minot, ND 58701

Location Contact Name & Phone Number 866 792 9808

ALTERNATE TESTING SITE - MINOT, ND SecurScreen
1809 S Broadway, Suite R
Minot, ND 58702
Location Contact Name & Phone Number 701 857 6018

DICKINSON, ND Global Safety Network
3590 S 42nd St
Grand Forks ND 58201
Location Contact Name & Phone Number 866 792 9808

ALTERNATE TESTING SITE - DICKINSON, ND Sanford Health
1531 W Villard St.
Dickinson, ND 58601
Location Contact Name & Phone Number 701 225 7575

GRAND FORKS, ND Global Safety Network
3590 S 42nd St
Grand Forks, ND 58201
Location Contact Name & Phone Number 866 792 9808

ALTERNATE TESTING SITE – GRAND FORKS, ND Altru Occupational Health
1300 S Columbia Rd
Grand Forks ND 58201
Location Contact Name & Phone Number 701 780 1546

WILLISTON, ND Global Safety Network
3590 S 42nd St
Grand Forks ND 58201
Location Contact Name & Phone Number 866 792 9808

ALTERNATE TESTING SITE - WILLISTON, ND Checkers
1005 14th St SE
Sidney, MT 59270
Location Contact Name & Phone Number 877 488 5901

FARGO, ND Global Safety Network
1100 19th Ave N, Suite R1
Fargo, ND 58102
Location Contact Name & Phone Number 701 293 6187

ALTERNATE TESTING SITE - FARGO, ND Sanford Clinic
3838 12th Ave N
Fargo, ND 58102
Location Contact Name & Phone Number 701 234. 4700

TESTING ADDRESSES 2012 – ATTACHMENT 1

N.D. DEPT. OF TRANSPORTATION CENTRAL AND DISTRICT OFFICE CONTACT INFORMATION

CENTRAL OFFICE:
NDDOT, FLEET SERVICES DIVISION
608 EAST BLVD AVENUE (701) 328-2543
BISMARCK ND 58505-0700

BISMARCK DISTRICT:
NDDOT - BISMARCK DISTRICT (701) 328-6950
218 S AIRPORT ROAD
BISMARCK ND 58504-6003

VALLEY CITY DISTRICT:
NDDOT - VALLEY CITY DISTRICT (701) 845-8800
1524 8TH AVENUE SW
VALLEY CITY ND 58072-4200

DEVILS LAKE DISTRICT:
NDDOT - DEVILS LAKE DISTRICT (701) 665-5100
316 6TH ST SE
DEVILS LAKE ND 58301-3628

MINOT DISTRICT:
NDDOT - MINOT DISTRICT (701) 857-6925
1305 HIGHWAY 2 BYPASS EAST
MINOT ND 58701-7922

DICKINSON DISTRICT:
NDDOT - DICKINSON DISTRICT (701) 227-6500
1700 3RD AVENUE W SUITE 101
DICKINSON ND 58601-3009

GRAND FORKS DISTRICT:
NDDOT - GRAND FORKS DISTRICT (701) 787-6500
1951 NORTH WASHINGTON
PO BOX 13077
GRAND FORKS ND 58208-3077

WILLISTON DISTRICT:
NDDOT - WILLISTON DISTRICT (701) 774-2700
605 DAKOTA PARKWAY WEST
PO BOX 698
WILLISTON ND 58802-0698

FARGO DISTRICT:
NDDOT - FARGO DISTRICT (701) 239-8900
503- 38TH STREET SOUTH
FARGO ND 58103-1198

MATERIALS & RESEARCH LABORATORY:
NDDOT (701) 328-6901
300 AIRPORT ROAD
BISMARCK ND 58504

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
LISTING OF SECTION LOCATIONS

Please contact the District Office Contact(s) to schedule the Sections for on-site testing. The NDDOT Contact will assist in arranging the testing and will provide additional information regarding physical addresses, phone numbers and Section contact(s) as necessary. All Section billings are to be addressed to the appropriate District Office

BISMARCK DISTRICT SECTIONS

CENTER SECTION - NDDOT
608 Industrial Drive
CENTER ND 58530

FLASHER SECTION - NDDOT
6590 CO RD 84
FLASHER ND 58535

GLEN ULLIN SECTION - NDDOT
4110 CO RD 88
GLEN ULLIN ND 58631

LINTON SECTION - NDDOT
8051 8th Ave SE
LINTON ND 58552-9303

MCCLUSKY SECTION - NDDOT
215 AVE A W
MCCLUSKY ND 58463

NAPOLEON SECTION - NDDOT
59 BROADWAY
NAPOLEON ND 58561-7147

SELFRIDGE SECTION - NDDOT
9510 26TH AVE
SELFRIDGE ND 58568-9543

STEELE SECTION - NDDOT
3840 25TH AVE SE
STEELE ND 58482

UNDERWOOD SECTION - NDDOT
337 OLD HWY 83
UNDERWOOD ND 58576-4402

DEVILS LAKE DISTRICT SECTIONS

CANDO SECTION - NDDOT
7411 68TH AVENUE NE
CANDO ND 58324-9200

CARRINGTON SECTION - NDDOT
6739 HWY 200
CARRINGTON ND 58421

FESSENDEN SECTION - NDDOT
1570 43RD AVE E
FESSENDEN ND 58438-9460

LANGDON SECTION - NDDOT
10424 HWY 5
LANGDON ND 58249-0131

MADDOCK SECTION - NDDOT
4902 39TH STREET NE
MADDOCK ND 58348-9254

PEKIN SECTION - NDDOT
205 MAIN ST S
PEKIN ND 58361-6101

ROLLA SECTION - NDDOT
113 1ST ST NW
ROLLA ND 58367

RUGBY SECTION - NDDOT
617 1st ST NE
RUGBY ND 58368-1225

STARKWEATHER SECTION - NDDOT
7171 HWY 20
STARKWEATHER ND 58377

DICKINSON DISTRICT SECTIONS

BEACH SECTION - NDDOT
16841 OLD HWY 10
BEACH, ND 58621

BEULAH SECTION - NDDOT
205 HWY 49 S
BEULAH ND 58523-6728

BELFIELD SECTION - NDDOT
898 8TH ST NE
BELFIELD ND 58622-0296

BOWMAN SECTION - NDDOT
8507 147 AVE SW
BOWMAN ND 58623-9619

HALLIDAY SECTION - NDDOT
400 3RD AVE SE
HALLIDAY ND 58636-0012

HETTINGER SECTION - NDDOT
1202 AIRPORT RD
HETTINGER ND 58639-7314

KILLDEER SECTION - NDDOT
398 HWY 22 S
KILLDEER ND 58640-9303

MOTT SECTION - NDDOT
9108 71ST ST SW
MOTT ND 58646-8802

NEW ENGLAND SECTION - NDDOT
11704 61ST ST SW
NEW ENGLAND, ND 58647-9468

RICHARDTON - NDDOT
115 D ST S
RICHARDTON ND 58652

GRAND FORKS DISTRICT SECTIONS

ADAMS SECTION - NDDOT
804 1ST AVE
ADAMS ND 58210-0168

CAVALIER SECTION - NDDOT
9398 138TH. AVE NE
CAVALIER ND 58220

COOPERSTOWN - NDDOT
11351 3RD ST NE
COOPERSTOWN, ND 58425

DRAYTON SECTION - NDDOT
411 HWY 66 W
DRAYTON ND 58225-0068

FINLEY SECTION - NDDOT
400 LINCOLN AVE N
FINLEY ND 58230

GRAFTON SECTION - NDDOT
333 COMMERCE ST
GRAFTON ND 58237-0349

LARIMORE SECTION - NDDOT
1524 TOWNER AVE
LARIMORE ND 58251-0432

MICHIGAN SECTION - NDDOT
519 SOUTH ST
MICHIGAN ND 58259-0139

MINOT DISTRICT SECTIONS

BOTTINEAU SECTION - NDDOT
9840 LAKE RD
BOTTINEAU ND 58318-8216

GARRISON SECTION - NDDOT
515 HWY 37 SE
GARRISON ND 58540

HARVEY SECTION - NDDOT
501 JACKSON AVE
HARVEY ND 58341

KENMARE SECTION - NDDOT
49501 422 AVE NW
PO BOX 861
KENMARE ND 58746-0861

MOHALL SECTION - NDDOT
802 CO RD 9 N
PO BOX 636
MOHALL ND 58761

PARSHALL SECTION - NDDOT
7198 38 ST NW
PO BOX 367
PARSHALL ND 58770

TOWNER SECTION - NDDOT
ND DEPT OF TRANSPORTATION
401 AIRPORT RD
TOWNER ND 58788-4301

VELVA SECTION - NDDOT
ND DEPT OF TRANSPORTATION
34384 HWY 41
VELVA ND 58790

VALLEY CITY DISTRICT SECTIONS

ASHLEY SECTION - NDDOT
520 7TH ST SW
ASHLEY ND 58413

COURTENAY SECTION - NDDOT
9160 HWY 20 SE
COURTENAY ND 58426

EDGELEY SECTION - NDDOT
402 7th AVE E
EDGELEY ND 58433-7227

WISHEK SECTION - NDDOT
212 2ND ST S
WISHEK ND 58495

ELLENDALE SECTION - NDDOT
8885 97TH ST SE
ELLENDALE ND 58436-9547

GACKLE SECTION - NDDOT
5491 HWY 56
GACKLE ND 58442-9701

JAMESTOWN SECTION - NDDOT
3568 81ST AVE SE
JAMESTOWN ND 58401

LITCHVILLE SECTION - NDDOT
808 FIRST AVE
LITCHVILLE ND 58461

MEDINA SECTION - NDDOT
3682 55TH AVENUE SE
MEDINA ND 58467-9998

OAKES SECTION - NDDOT
914 S SEVENTH ST
OAKES ND 58474-2126

WILLISTON DISTRICT SECTIONS

BOWBELLS SECTION - NDDOT
402 3RD ST E
BOWBELLS ND 58721

CROSBY SECTION - NDDOT
10320 119TH AVE NW
CROSBY ND 58730

NEW TOWN SECTION - NDDOT
401 4TH AVE SW
NEW TOWN ND 58763

STANLEY SECTION - NDDOT
8250 62ND ST NW
STANLEY ND 58784

WATFORD CITY SECTION - NDDOT
105 10TH SW
WATFORD CITY ND 58854-0231

TIOGA SECTION - NDDOT
108 N WELO
TIOGA, ND 58852

FARGO DISTRICT SECTIONS

CASSELTON SECTION - NDDOT
15482 37TH ST SE
CASSELTON ND 58012-9748

FORMAN SECTION - NDDOT
9106 HWY 32
FORMAN ND 58032-9770

HILLSBORO SECTION - NDDOT
590 6TH ST NW
HILLSBORO ND 58045

LIDGERWOOD SECTION - NDDOT
25 FOURTH ST SE
LIDGERWOOD ND 58053-9426

LISBON SECTION - NDDOT
12999 HWY 27
LISBON ND 58054

MAYVILLE SECTION - NDDOT
511 HWY 18 NE
MAYVILLE, ND 58257

WAHPETON SECTION - NDDOT
7930 180 R AVENUE SE
WAHPETON ND 58075

WYNDMERE SECTION - NDDOT
7775 HWY 18
WYNDMERE ND 58081

NORTH DAKOTA STATE UNIVERSITY SYSTEM LOCATIONS

BOTTINEAU:

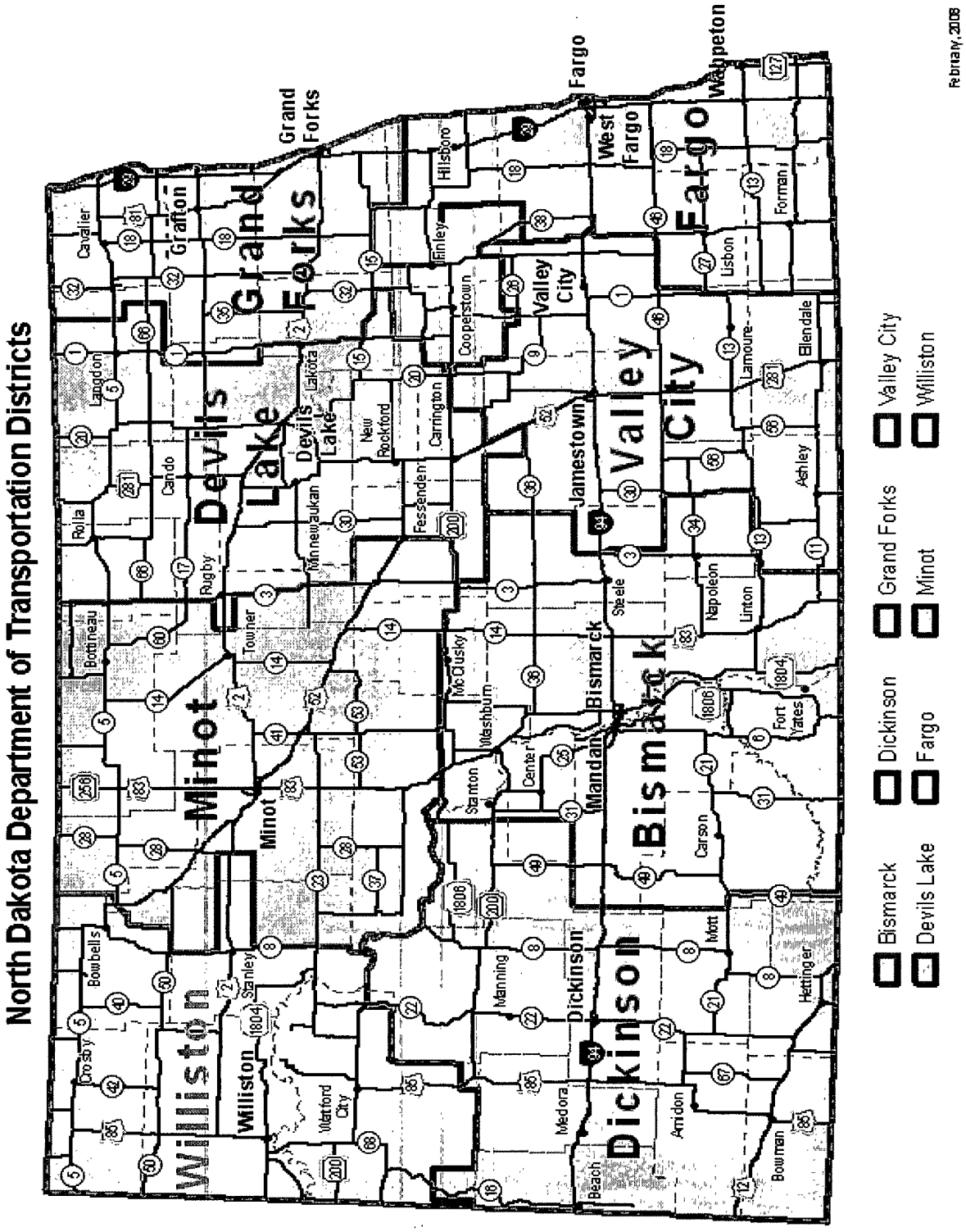
DAKOTA COLLEGE-BOTTINEAU (701) 228-5430
1ST SIMRALL BLVD
BOTTINEAU ND 58318

FARGO:
NORTH DAKOTA STATE UNIVERSITY - FARGO (701) 231-7301
THORSON MAINTENANCE CENTER
BOLLEY DRIVE
PO BOX 5383
FARGO ND 58105-5383

GRAND FORKS:
UNIVERSITY OF NORTH DAKOTA - GRAND FORKS (701) 777-4123
CAMPUS DRIVE
BOX 9030
GRAND FORKS ND 58202-9030

MINOT:
MINOT STATE UNIVERSITY (701) 858-3212
500 UNIVERSITY AVENUE WEST
MINOT ND 58707

WAHPETON:
NDSCS - WAHPETON (701) 671-2212
800 N 6TH STREET
WAHPETON ND 58076-0002


North Dakota Department of Transportation Districts
Bismarck
Devils Lake
Dickinson
Fargo
Grand Forks
Minot
Valley City
Williston
February, 2008

Attached (the next 12 pages) is the NDDOT Personnel Policy entitled "Required Alcohol and Controlled Substance Testing of Employees in Safety-Sensitive Positions (CDL & Pilots)."

ND DEPARTMENT OF TRANSPORTATION
POLICY NUMBER: 18.1

REQUIRED ALCOHOL AND CONTROLLED-SUBSTANCE TESTING OF EMPLOYEES IN SAFETY-SENSITIVE POSITIONS (CDL & Pilots)

DIVISION Human Resources	ORIGINAL DATE 12-12-1974
	REVISED/REVIEWED DATE 05-01-2011

SCOPE: This policy applies to all employees who are in safety-sensitive positions that require a Commercial Driver's License (CDL) regardless of status.

POLICY

In an effort to prevent injuries and deaths due to drug- or alcohol-impaired operators of commercial vehicles, the United States Congress enacted the Omnibus Transportation Employee Testing Act of 1991 (49 Code of Federal Regulations (CFR) Part 40) (the "Act"). This federal law mandates drug and alcohol testing for all persons who operate a commercial motor vehicle.

All Department employees who, **as a requirement of their job,** operate vehicles classified as commercial and have a CDL, are considered to be in "safety-sensitive positions" and are subject to the Act. **Department pilots** are also considered to be in "safety-sensitive positions" and are subject to the provisions of this policy. Provisions for disciplinary actions are based on the independent authority of the Department.

Safety-Sensitive Positions

This policy concerns only employees considered to be in "safety-sensitive positions" and describes Department implementation of the Act. Employees in the classes below are subject to the alcohol and controlled-substance requirements of this policy:

Highway Traffic Control Specialists
Fleet and Equipment Technicians
Engineering Technicians operating commercial vehicles
Other employees operating commercial vehicles
Pilots
Transportation Technicians

Department Requirements to Notify Employees About This Policy

New employees will be notified about this policy after they are hired but before they report to work with the Department. New employees must sign off, indicating that they have read and understand the policy, before they begin work duties with the Department.

Expected Behavior and Consequences of Non-Cooperation

Employees in safety-sensitive positions are expected to not use drugs or alcohol on the job in any form including mouthwash or cough syrup containing alcohol. Employees are expected to test when requested. Refusal to test as requested, failure to appear for tests, failure to cooperate at the

testing site, or attempts to alter test results will be grounds for disciplinary action, up to and including termination.

Employees are responsible for notifying the Department as soon as practical of any aircraft or commercial motor vehicle accident that occurs on the job.

Prohibited Behavior
Performance of safety-sensitive functions is prohibited:

- While using alcohol and/or illegal drugs.
- While using prescription drugs containing controlled substances contrary to a physician's instructions.
- While having a breath-alcohol concentration of **0.02 percent** or greater as indicated by an alcohol breath test.
- Within four hours after using alcohol.
- When refusing to submit to an alcohol and/or drug test.
- While using alcohol within eight hours after an accident or until tested.
- While using illegal controlled substances.

Prescription Medications
This policy does not prohibit employees from the lawful use and possession of prescribed medications. Employees must, however, consult with their doctor about the medication's effect on their fitness for duty and ability to work safely and promptly disclose any work restrictions to their supervisor. Employees should not, however, disclose underlying medical conditions unless directed to do so.

Test and Travel Time
Tests required by the Department, except for pre-employment tests and return-to-duty tests, are considered a duty assignment.

Time for travel and time spent in providing the specimen at the collection site for duty assignment tests will be with pay.

Out-of-Service Request
All employees are subject to being on-call or recall for emergency duties. However, if the employee has had even a part of one drink in the four hours prior to the call, or suspects that he or she may have a breath-alcohol concentration of .02 or above, the employee must take himself or herself out of service.

No disciplinary measures will be taken when the employee requests to take himself or herself out of service unless there is abuse of this request or if the employee is on-call.

PROGRAM ADMINISTRATION

The State Fleet Services Director will be the Department coordinator for the program and will be responsible for implementing and overseeing the program. The Department coordinator's duties will include managing the vendor contract, responding to inquiries from the U.S. Department of

Transportation (USDOT), and relaying information on positive test results to the Human Resources Division (HRD) Director. The HRD Director will notify the Executive Office.

In the absence of the State Fleet Services Director, the HRD Director will be the contact person.

Division and District Program Administration
Each applicable division and district will have a designated position and backup position to coordinate testing with the vendor. Division and district coordinators will receive the list of employees to be tested; arrange test dates, times, and places; and notify the employees who will be tested.

Safe Transportation of Employees to and From Testing Site
Division and district coordinators will assure that each employee suspected of being under the influence of alcohol or drugs is escorted to the testing facility by a supervisor or other member of management and arrangements made for the employee to be transported home.

Supervisor Responsibilities
Supervisors include:

- Transportation Technician II or III
- Fleet and Equipment Service Supervisor
- Highway Traffic Control Supervisor
- All district managers
- All managers in the State Fleet Services, Human Resources, Materials and Research, and Maintenance and Engineering Services Divisions
- All members of the Department executive team
- Any other employees who supervise or are managers over employees whose work requires a commercial driver's license or pilot's license.

No Department manager or supervisor of employees in safety-sensitive positions will permit any employee to violate this policy. All managers and supervisors must require reasonable-suspicion testing of any employee who would appear to be in violation of this policy. Failure to carry out supervisory duties under this policy will result in disciplinary action, up to and including unpaid suspension or termination.

All responsible managers and supervisors will receive the training necessary to perform their supervisory duties. The training will cover the physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances. The testing vendor or Employee Assistance Program (EAP) provider will train supervisors.

All supervisors and managers are bound by the rules of confidentiality. No information may be released except as provided in this policy, expressly authorized by 49 CFR 382.405, or as required by North Dakota's Open Records Law, NDCC Section 44-04-18. No managers or supervisors responsible for implementing random testing may give any notice or information about upcoming test requirements. Any violation of the confidentiality or notice requirements will result in disciplinary action, up to and including unpaid suspension or termination.

Department Requirements to Inform Prospective Employers
If asked, and the proper release of information is provided, the State Fleet Services Director will disclose the following information to any potential future employers of employees covered under the Department's alcohol- and drug-testing programs:

1. Any test results.

2. Any referral for evaluation and rehabilitation and the results of any such referral.

TESTING REQUIREMENTS

Pre-employment Testing
All applicants must pass a drug test before beginning work. The test is administered after being selected but on condition of passing the drug test. Refusal to submit to testing will result in disqualification of employment consideration.

The Department must inquire of previous employers before hiring someone to fill a safety-sensitive position. Prior to being hired by the Department, applicants must sign a release of information allowing Department officials to inquire of previous employers about the applicant's drug-testing history during the previous two years. Information that may be requested includes:

1. Previous test dates.

2. Positive test results.

3. Refusals to test.

4. Evaluation and rehabilitation results.

Reasonable-Suspicion Testing
A supervisor must require, and an employee must undergo, alcohol or controlled-substance testing when the employee's supervisor has reason to believe that the employee has used alcohol or controlled substances in violation of the Act or this policy. An alcohol test may be administered just prior to, just after, or while the employee is performing a safety-sensitive function.

All supervisors will be given adequate training to make judgments about a reasonable suspicion of drug or alcohol use. The supervisor's judgment must be based on specific observations relating to appearance, behavior, speech, or body odors, including indications of the chronic and withdrawal effects of controlled substances. The supervisor must document the observations fully upon notifying the employee that testing is required. Supervisors will be trained regarding physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances.

The testing vendor will administer the reasonable suspicion alcohol test within two hours following the supervisor's observation. However, if conditions prevent the test from being completed within the two-hour time frame, attempts will be made to have the test administered

within eight hours following the supervisor's observation. After eight hours, no test will be performed. The supervisor must document the reason for the delay and lack of testing.

Employees must remain at work, but must not perform safety-sensitive functions, until the reasonable suspicion test is administered or until eight hours after the reasonable suspicion was determined.

The testing vendor will administer a reasonable-suspicion controlled-substance test within 32 hours following the supervisor's observation.

If the controlled-substance test is not administered within 32 hours, no test will be given, and the supervisor must file and maintain records stating the reason for the delay and the lack of testing.

All employees, including non-supervisory employees, may call their division director, district engineer, or the State Fleet Services Division (328-2543) to state their suspicions about another employee, including a supervisor. The caller must give his or her name.

Post-accident Testing

Employees are responsible for notifying the Department as soon as practical of any aircraft or commercial motor vehicle accident that occurs on the job.

If an accident results in a death, all Department employees performing safety-sensitive functions at the scene must undergo post-accident alcohol and controlled-substance testing.

Department employees who are cited for moving traffic violations arising from accidents involving Department vehicles must undergo post-accident alcohol and controlled-substance testing if one of the following conditions applies:

a) the accident involved bodily injury to a person who, as a result of the injury, receives medical treatment away from the scene of the accident, or

b) the accident required the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.

The testing vendor will attempt to conduct the post-accident alcohol test within two hours after an accident requiring a test.

However, if conditions prevent the test from being completed within the two-hour time frame, attempts will be made to have the test administered within eight hours of the accident. After eight hours, no test will be performed. The employee's supervisor must document the reason for the delay and lack of testing. If it is not possible to meet the two-hour time frame, it is acceptable to have the alcohol test performed by law enforcement at the scene of the accident. Appropriate documentation must be maintained.

Employees must remain at work, but must not perform safety-sensitive functions, until the post-accident alcohol test is administered or until eight hours after an accident requiring a test.

The testing vendor will, if possible, also administer a post-accident controlled-substance test within 32 hours after all accidents requiring a test.

If the controlled-substance test is not administered within 32 hours, no test will be given, and the supervisor must file and maintain records stating the reason for the delay and the lack of testing.

Documentation regarding the alcohol test, the controlled-substance test, or lack of either test shall be forwarded to HRD for retention.

Random Tests

A minimum number of alcohol tests, equal to 10 percent of the average number of Department employees covered under this policy, will be performed each year. The vendor will select employees using a computerized random-selection program. Employees selected will be tested only while the employee is on duty and just prior to, just after, and while performing a safety-sensitive function.

A minimum number of controlled-substance tests, equal to 50 percent of the average number of employees covered under this policy, will be performed each year. Tests may be performed at any time the employee is on duty, regardless of the duties being performed at the time of testing.

Employees may potentially be tested at any time, even if there has been a recent previous test.

The division or district testing coordinator shall notify the employee just before the testing procedure.

Once an employee is notified of the testing, he or she must report immediately to the testing site.

The coordinator shall note the time of contact and anticipated arrival time on the alcohol and controlled-substance test reporting form. All alcohol and controlled-substance test forms from the districts shall be forwarded to their respective office. Central Office divisions shall forward test forms to HRD. Forms shall be retained in a confidential file for one year.

Return-to-Duty Tests

If an employee has violated the prohibited drug and alcohol rules but has not been terminated from employment, the employee will be required to undergo an evaluation by a substance abuse professional and successfully complete any education, counseling or treatment prescribed prior to returning to a safety-sensitive function for ANY Department work, and must provide a negative test result for drugs and a test result of less than .02 for alcohol.

Unannounced follow-up testing will be conducted at least six times in the first 12 months following return to active safety-sensitive work and may continue for up to five years. Return-to-duty tests are conducted under direct observation.

TESTING INFORMATION

All applicants and employees who undergo Department-mandated tests must be notified if the test result is positive.

The testing vendor (the firm the Department contracts with to handle the testing process) will follow specific procedures if an alcohol-test result is positive. The procedures are required by federal guidelines and are intended to make sure that the test result is a **true** positive.

Definition of Positive Alcohol Test

Alcohol tests will be considered positive if the breath-alcohol test indicates an alcohol presence of .04 or greater. If the test results are positive, the employee and supervisor will be notified before the employee leaves the test site.

If a breath-alcohol test indicates an alcohol concentration of at least .02, but less than .04, the test is considered negative, but the employee will be relieved of duty for 24 hours. The Department will hold an informal oral pre-action hearing before the employee is relieved of duty.

Testing Vendor Responsibilities in Alcohol Tests

If the initial test results are .02 or greater, the testing vendor will wait 15 minutes and then issue a retest or **confirmation test**. During the 15-minute waiting period before the confirmation test, the employee will be given a set of instructions (for example, no eating or drinking) that must be followed. If the employee does not follow these instructions, it may be considered an attempt to alter the test results. If the confirmation test result confirms the initial test result, the disciplinary action process will be initiated.

Definition of Positive Controlled-Substance Test

A controlled-substance test will be considered positive if the test indicates the presence of a controlled substance and the medical review officer determines there is no legitimate explanation for its presence.

Testing Vendor Responsibilities in Controlled-Substance Tests

Controlled-substance tests must use proper laboratory procedures. If a test is positive, it will be reviewed by the physician serving as the testing vendor's medical review officer (MRO). The MRO will follow specific procedures required by the federal guidelines. These procedures are intended to make sure that the test result is **true**. The MRO will call the employee who has tested positive or altered, discuss what might have caused the test result to be positive or altered, and make sure of the result before notifying the Department. If the test remains positive or altered, the employee may request, at the Department's expense, that a second independent analysis be performed on the untested portion of the sample.

DISCIPLINARY ACTION

The following charts indicate the typical action required for **controlled-substance tests, alcohol tests**, and **prohibited conduct**. Any employee who commits any of the acts where the required action indicates "termination" will typically lose employment with the Department.

If an employee violates a Department drug or alcohol rule, the Department will provide the employee with a list of substance abuse professionals, including the Department EAP contact information, even if employment is terminated.

All action involving suspension, demotion, or termination of regular employees shall be taken only if the employee has had a chance to respond to the charges and shall be subject to appeal.

Test Results—Typical Required Action

CONTROLLED-SUBSTANCE TEST

Results	Employee Status	Required Action
positive	applicant	not hired
positive	regular employee probationary employee	termination

ALCOHOL TEST

Results	Employee Status	Required Action
.02-.039	regular employee probationary employee temporary employee	taken off duty for 24 hours without pay (may take annual leave if available)
.04+	probationary employee temporary employee	taken off duty; termination
.04+	regular employee	taken off duty; subject to disciplinary action, up to and including unpaid suspension or termination
.08+	regular employee	Termination

OTHER PROHIBITED CONDUCT—REQUIRED ACTION

Prohibited Conduct	Employee Status	Required Action
refusing to be tested refusing to test-not reporting for testing	applicant regular employee probationary employee temporary employee	not hired termination

reporting for duty fewer than 4 hours after having a drink	regular employee	taken off duty; subject to disciplinary action, up to and including unpaid suspension or termination
	probationary employee temporary employee	taken off duty; subject to disciplinary action, up to and including unpaid suspension or termination
possessing or consuming alcohol, i.e. beverage as defined in Title V of the NDCC, on the job	regular employee probationary employee temporary employee	taken off duty; termination
possessing or consuming or any other substance containing alcohol while on the job; referred to cough syrup, mouthwash,	regular employee	taken off duty; subject to disciplinary action, up to and including unpaid suspension or termination
	probationary employee	taken off duty; subject to disciplinary action, up to and including unpaid suspension or termination
possessing or using a controlled substance without a doctor's prescription	regular employee probationary employee temporary employee	taken off duty; termination
performing a safety-sensitive function while using a prescription containing a controlled substance (This section will be waived if employee received a physician's approval to operate aircraft or commercial vehicles while taking the prescription.)	regular employee probationary employee temporary employee	taken off duty; subject to disciplinary action, up to and including unpaid suspension or termination
warning a covered employee in advance of testing requirement in order that employee may avoid possible positive test result	regular employee probationary employee temporary employee	termination

REQUIRED RECORDS

The State Fleet Services and Human Resources Divisions will maintain necessary records. The State Fleet Services Director will ensure that the testing vendor maintains the required documentation at the vendor's place of business. In all cases, information must be available at the Department within 24 hours if requested by officials of the USDOT responsible for the testing program.

The following record retention schedule must be used:

Retain for 5 years

1. Results of employee alcohol tests indicating an alcohol concentration of .02 or greater.
2. Results of positive controlled-substance tests.
3. Documentation of refusals to submit to tests.
4. Calibration documentation.
5. Employee evaluation and referrals.
6. Annual summary.

Retain for 2 years

1. Records related to the alcohol and controlled-substance collection process.
2. Records related to the alcohol and controlled substance for inquiries of other employers.
3. Training.

Retain for 1 year

1. Records of negative and canceled controlled-substance test results and alcohol-test results with a concentration of less than .02.

By March 15 of each year, the primary vendor will prepare an annual summary, in the format prescribed by USDOT, of the program results for the previous calendar year. The summary will be retained five years.

All testing information about individual employees is confidential and is not in the public domain. Such information may not be released except as required by law or expressly authorized by 49 CFR 382.405.

Definitions Specific to this Policy

"Safety-Sensitive Function" -- An employee is considered to be performing a safety-sensitive function during any period in which he or she is actually performing, ready to perform, or available to perform any safety-sensitive function.

Authority:
Omnibus Transportation Employee Testing Act of 1991 (49 Code of Federal Regulations (CFR) Part 40)

DISCLAIMER: North Dakota Department of Transportation (NDDOT) Personnel Policies are not intended as a contract of employment and do not constitute one. NDDOT may change, delete, suspend, or discontinue any policy or benefit described herein at any time with or without prior notice.

Risk Management Appendix

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

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

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

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

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

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

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

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

RM Consulted 2007
Revised 5-09

NDDOT
North Dakota
Department of Transportation

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
CIVIL RIGHTS APPENDIX

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 shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, disability/handicap, or income status**, in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate, either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

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 shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability/handicap, or income status.**

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

5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the North Dakota Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:

   a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
   b. cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions: The Contractor shall include the provisions of paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

The Contractor shall take such action with respect to any subcontract or procurement as the North Dakota Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation by a subcontractor or supplier as a result of such direction, the Contractor may request the North Dakota Department of Transportation to enter into such litigation to protect the interests of the State; and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**The Act governs race, color, and national origin. Related Nondiscrimination Authorities govern sex, 23 U.S.C. 324; age, 42 U.S.C. 6101; disability/handicap, 29 U.S.C. 790; and low income, E.O. 12898.

OP ID: JO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/20/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Vaaler Insurance, Inc.
P. O. Box 12848
Grand Forks, ND 58208-2848
Kirk Z. Nestaval
701-775-3131
701-775-4020

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: GLOB-05

INSURED
Global Safety Network Inc
Global Employment Screening Inc
3590 South 42nd Street
Grand Forks, ND 58201

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Employers Mutual Casualty Co.	21415
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	X	X	3D30894	09/15/12	09/15/13	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	X	X	3E30894	09/15/12	09/15/13	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION $						EACH OCCURRENCE AGGREGATE	$ $ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	Hired Auto Physical Damage			3E30894	09/15/12	09/15/13	Comp Ded Coll Ded	250 500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificateholder is named Additional Insured with respect to General Liability and Auto Liability. Waiver of subrogation endorsement included in respect to general liability coverage and auto liability coverage.
*10 day notice of cancellation for non-payment of premium

CERTIFICATE HOLDER

NDDEP-1

North Dakota Department of Transportation
608 East Boulevard Ave
Bismarck, ND 58505-0700

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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December 28, 2012

Global Safety Network, Inc.
3590 S 42nd St.
Grand Forks, ND 58201

Dear Contractor:

You have submitted to the North Dakota Department of Transportation (NDDOT), in connection with your certificate of insurance, additional pages or language on the certificate which either purports to limit or qualify the information reflected on the certificate of insurance or which purports to change, modify or amend your company's insurance policies. NDDOT policy is to not solicit, review or approve contractors' insurance policies, endorsements or amendments to insurance policies, or insurance documents other than properly completed certificates of insurance. NDDOT contracts specify that contractors are responsible for acquiring and maintaining specified coverages and proof of insurance.

Please have a company executive authorized to execute contract documents sign and date the statement below attesting that your company has insurance coverage consistent with the contract provisions and immediately fax and mail it back to us.

Be advised that execution of this contract will be delayed until these issues have been resolved.

Sincerely,

Shannon Sauer, Division Director
Financial Management Division

BID NO. 952-07-12-050-02

Global Safety Network, Inc. hereby states that the company has, and will maintain in force, insurance coverages (including proof of coverages) consistent with the contract specifications.

Date 12/28/12

CHRIS GREENBERG, CEO
Type or Print Name & Title

Signature

North Dakota Department of Transportation

AMENDMENT TO CONTRACT NO. 50122405

Project No.

THIS AMENDMENT to the above-referenced contract is entered into by and between the State of North Dakota, acting through its Director of Transportation, hereinafter known as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and Global Safety Network, Inc., hereinafter known as the Contractor, whose address is 3590 S. 42nd Street, Grand Forks, North Dakota 58201.

WHEREAS, the parties entered into a contract on January 1, 2013; and

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

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

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

NOW THEREFORE, the Contractor and NDDOT agree that the term of the contract is extended through December 31, 2015.

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

EXECUTED the date last below signed.

WITNESS:

James M. Bork
NAME (TYPE OR PRINT)

SIGNATURE

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

CONTRACTOR:

Global Safety Network, Inc
COMPANY NAME

Trisha Robertson
OFFICER'S NAME (TYPE OR PRINT)

SIGNATURE

Executive Director
TITLE

11/19/14
DATE

WITNESS:

LAUREEN M. MARTIN
NAME (TYPE OR PRINT)

SIGNATURE

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

Grant Levi
DIRECTOR (TYPE OR PRINT)

for the
Darcy R. Rosendahl, Dep. Dir.
SIGNATURE

09 DEC 2014
DATE

APPROVED as to substance by:

Robin Rehborg
DIVISION DIRECTOR (TYPE OR PRINT)

SIGNATURE

12-3-14
DATE

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

APPROVED as to execution this 9th day of December 20
ATTORNEY GENERAL
By
SPECIAL ASST. ATTORNEY GENERAL

NDDOT
North Dakota Department of Transportation