

North Dakota Department of Transportation

INVITATION TO BID

NDDOT Contract # 50121101

Bid Number: 840-84-12-050	Bid Opening Date & Time: 07/06/2012 02:00 PM
Items: Camera Site Materials	Buyer: Marilyn Langehaug
Bid Mailing Address: Rm. 222, 608 East Blvd. Ave.	Telephone Number: 701-328-4466
City, State, Zip: Bismarck, ND 58505-0700	Email: mlangehaug@hotmail.com
Contract Period: 07/16/2012 TO 06/30/2013	Date Prepared: 06/14/2012

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 Great Plains Towers, Inc.	Vendor Address 126 Sixth Street West, West Fargo, ND 58078
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(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 Great Plains Towers, Inc.		
Mailing Address 126 Sixth Street West, West Fargo, ND 58078-1536		
Telephone Number 701-282-2236	Fax Number 701-282-2148	E-mail Address info@greatplaintowers.com

Dwight Johnson, Vice President

Name & Title (Type or Print)

Dwight Johnson

Signature

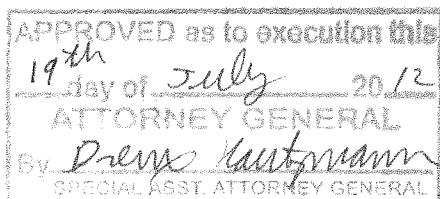
June 25, 2012

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 <i>Dan E. Zeltman</i>	Date 7/20/12
Recommended for approval <i>Mike Kisse</i>	Date 7-18-12
	Approximate contract amount \$ <i>unknown</i>



CMS
CLA 7480 (Div. 50)

MAILING INSTRUCTIONS

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

BID IS: ☒ SEALED ☐ NOT SEALED

Address the envelope containing your response in the following manner:

BID NUMBER - **840-84-12-050**
BID OPENING DATE/TIME - **July 6, 2012; 2:00 p.m.**
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 physical handicap.
3. **Assistance to Bidders with a Disability.** Bidders with a disability that need an accommodation must contact the Procurement Officer prior to the deadline for receipt of bids so that reasonable accommodations can be made.
4. **Alterations and/or Corrections.** The person signing the bid response must initial any or all manual alterations and/or corrections to the bid response. Those bid responses with alterations and/or corrections that are not initialed may be rejected.
5. **Award.** Award will be made to a responsive, responsible bidder with the lowest price considering conformity with specifications, terms of delivery, quality, and serviceability. NDDOT reserves the right to consider bids varying in minor respects from any specific requirements herein, but judged to meet the intent of this request.

Contracts are not awarded at the bid opening. Bid responses will be firm for 30 days, unless stated otherwise.
6. **Awards, Splitting of.** The state reserves the right to make awards by item, groups of items, or on the total low bid for all the items specified as indicated in the detailed specifications. Bidders interested only in the total low bid for all items are to state 'all or nothing' on their bid response.
7. **Bidder Checklist.** HAVE YOU REMEMBERED TO:
 - Bid F.O.B. Destination (Ship To: Address) Freight Prepaid.
 - Mark envelope as indicated.
 - Review Standard Terms and Conditions contained in this solicitation.
 - Sign your bid on the cover sheet.
 - Initial all bid/pricing changes you made.
 - Bid responses must be submitted in ink or type written.
 - Review and complete all requirements contained in this solicitation to ensure compliance.
8. **Bidder's Responsibility and Late Bids.** It is the bidder's responsibility to ensure that a bid response is physically deposited with the NDDOT Procurement Office prior to the date and time specified for the opening. Late bid responses will not be opened and will be rejected and returned regardless of the degree of lateness or the reasons. It is the bidder's responsibility to comply with the State of North Dakota's laws and regulations.

9. **Bid Summary.** Bid summaries are 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 June 25, 2012. (Contact information is indicated on cover page). The bidder is cautioned that the requirement of this solicitation can be altered only by written amendments and that verbal communications from whatever source are of no effect.

12. **Definitions.**

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

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

14. **Electronic & Facsimile Bids.** Bid responses are not to be email attached or faxed to the NDDOT unless this transmittal method has been authorized by the Procurement Officer or bid document. (Contact the Procurement officer regarding additional requirements and exceptions.) Bid responses electronically submitted or faxed may be rejected as non-responsive.

15. **Freight/F.O.B. Destination.** Freight and transportation charges are to be included in the price of the products, unless otherwise specified in the solicitation. (F.O.B. - Free On Board).

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

17. **Multiple Bid(s).** Bidders may submit more than one bid response(s) for the item(s) specified in the solicitation. Each bid submitted must comply in all aspects with the bid requirements and these instructions.

18. **Negotiation.** NDDOT reserves the right to negotiate with the successful bidder to ensure the best possible consideration is afforded to all concerned.

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

20. **Packaging.** All 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 July 16, 2012 and ending June 30, 2013**, 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 (36) 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.

10. **Billing and Payment Procedures:** Purchase orders may be issued by the NDDOT Procurement office, IT-Radio Shop or District Offices to the awarded contractor.

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

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

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: Dwight Johnson
(Name of person servicing this contract)

BUSINESS NAME: Great Plains Towers, Inc.

MAILING ADDRESS: 126 Sixth Street West

CITY & STATE: West Fargo, ND ZIP CODE: 58078-1536

PHONE NUMBER: 701-282-2236 TOLL FREE: 800-853-2236

FAX NUMBER: 701-282-2148 E-MAIL: info@greatplainstowers.com

(06-12-12)

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
SPECIFICATIONS
FOR
CAMERA SITE MATERIALS
(Installation Not Included – Bid is Supply Only)**

Bidder's Instructions: Indicate compliance to the specifications on the "COMPLY YES/NO" line by each specification. Indicate any deviations from the specifications whether the minimum specifications are met or not on the "SPECIFICATION DEVIATIONS" line. Failure to comply with bid specifications may result in rejection of the bid. The state reserves the right to waive minor deficiencies or technical variances.

1. Illuminator

The illuminator shall include the necessary cables, adapters, power supplies and mounting hardware required to operate the illuminator. The illuminator, mount and cables shall be standard production of the latest model with standard accessories and in addition meet or exceed the following minimum specifications:

	COMPLY		SPECIFICATION DEVIATIONS
	YES	NO	
a. Angle: 60°	_____	_____	_____
b. Operating Temperature: -40°F to 120°F	_____	_____	_____
c. Enclosure/Housing: IP66- rated	_____	_____	_____
d. Power: Input – 24V AC	_____	_____	_____
e. Power Supply: The power supply shall have sufficient capacity to operate the illuminator from a dead start	_____	_____	_____
f. Illuminator Distance: 100m	_____	_____	_____
g. Mount: All equipment required to mount supplied illuminator to either a wall or pole shall be provided. The type of installation will be specified at time of purchase	_____	_____	_____
h. Warranty			
1. Three-year full warranty, Manufacturer's standard warranty shall apply if it is for a longer period	_____	_____	_____
2. The successful bidder or manufacturer authorized service facility shall be fully responsible for any applicable delivery, pick-up, and (or) site visit costs associated with warranty work throughout the warranty period.	_____	_____	_____

The equipment shall be delivered free of any defects due to shipping or workmanship. Product literature should be submitted with the bid.

ILLUMINATOR MAKE: _____ MODEL: _____

PARTS/SERVICE DEALER: _____ TELEPHONE: _____

2. Hinged Metal Pole

The Hinged Metal Pole design shall be in accordance with the AASHTO Standard Specification of Structural Supports for Highway Signs, Luminaries and Traffic Signals and the following:

	COMPLY		SPECIFICATION DEVIATIONS
	YES	NO	
a. Shall withstand a wind velocity of 80 mph	<u>x</u>	_____	_____
b. Shall withstand a dead load of 100 lbs. at top of pole	<u>x</u>	_____	_____
c. Shall support a side load of 100 lbs. 5 ft from base of pole	<u>x</u>	_____	_____
d. Service life shall be greater than 20 years	<u>x</u>	_____	_____
e. Fabricate from ASTM A572 high carbon steel. Provide a hot dipped galvanized finish.	<u>x</u>	_____	_____
f. Fold-Over Assembly – Hinge point 10' from bottom of pole.	<u>x</u>	_____	_____
g. Secured Winch	<u>x</u>	_____	_____
h. Pole base and access door with electrical grounding provisions for a No. 6 AWG conductor.	<u>x</u>	_____	_____
i. Mounting plates for a pole mounted CCTV cabinet near the base of the pole. The Lower mounting bracket must be 3' from the base of the pole. (Mounting plate dimensions must accommodate mounts on the CCTV Pole Cabinet Drawing)	<u>x</u>	_____	_____
j. 3"X5" Hand hole with cover near bottom of the pole that will line up with the cable access hole located on the CCTV Cabinet. (See CCTV Pole Cabinet drawing for location)	<u>x</u>	_____	_____
k. Two internal cable supports with hand-hole access.	<u>x</u>	_____	_____
l. Internal cable guides that keep all cables clear of winch assembly and control the bend radius at hinge point.	<u>x</u>	_____	_____
m. Lightning rod and mounting hardware.	<u>x</u>	_____	_____
n. Ground Rod Kit	<u>x</u>	_____	_____
o. Provisions for mounting a lightning rod bracket at three possible points on the pole. Each mounting is 90 degrees apart from the other beginning 90 degrees from cable exit.	<u>x</u>	_____	_____
p. Cable exit portal near top of pole with cover plate.	<u>x</u>	_____	_____
q. Provisions for attaching a lightning ground conductor clamps to the side of the pole.	<u>x</u>	_____	_____
r. A mast pole with a 2 3/8" outside diameter and a length of 5' at top of pole	<u>x</u>	_____	_____

s. Warranty

- | | | | |
|---|--------------|-------------------|-------------------|
| 1. One-year full warranty, Manufacturer's standard warranty shall apply if it is for a longer period | <u> x </u> | <u> </u> | <u> </u> |
| 2. The successful bidder or manufactures authorized service facility shall be fully responsible for any applicable delivery, pick-up, and (or) site visit costs associated with warranty work throughout the warranty period. | <u> x </u> | <u> </u> | <u> </u> |

The equipment shall be delivered free of any defects due to shipping or workmanship. Product literature should be submitted with the bid.

POLE MAKE: GPT MODEL: HMP

PARTS/SERVICE DEALER: GPT TELEPHONE: 701-282-2236

3. Hinged Truss Tower

The Hinged Truss Tower design shall be in accordance with the AASHTO Standard Specification of Structural Supports for Highway Signs, Luminaries and Traffic Signals and the following:

	COMPLY		SPECIFICATION DEVIATIONS
	YES	NO	
a. Shall withstand a wind velocity of 80 mph with a maximum of 3 square feet area of attached equipment.	<u> </u>	<u> </u>	<u> </u>
b. 1 side-rail leg shall be capable of supporting a vertical load of 8750 lbs.	<u> </u>	<u> </u>	<u> </u>
c. Fabricated from Aluminum 6061 T6 providing an anodized finish or fabricated from ASTM A572 high carbon steel providing a hot dipped galvanized finish.	<u> </u>	<u> </u>	<u> </u>
d. Fold-Over Assembly – Hinge point 10' from bottom of pole.	<u> </u>	<u> </u>	<u> </u>
e. 5' aluminum Mast above tower	<u> </u>	<u> </u>	<u> </u>
f. Secured winch	<u> </u>	<u> </u>	<u> </u>
g. Shall include a hinged base footing assembly. The assembly shall include a hinge base set on a concrete leveling footing.	<u> </u>	<u> </u>	<u> </u>
h. Mounting plates for a pole mounted CCTV cabinet near the base of the pole. The Lower mounting bracket must be 3' from the base of the pole. (Mounting plate dimensions must accommodate mounts on the CCTV Pole Cabinet Drawing).	<u> </u>	<u> </u>	<u> </u>
i. Lightning rod kit and mounting hardware.	<u> </u>	<u> </u>	<u> </u>
j. Ground rod kit	<u> </u>	<u> </u>	<u> </u>
k. Shall accommodate a CCTV assembly and an IR illuminator at top of pole.	<u> </u>	<u> </u>	<u> </u>
l. Three 120" Anti climbing panels	<u> </u>	<u> </u>	<u> </u>

m. Warranty

1. One-year full warranty, Manufacture's standard warranty shall apply if it is for a longer period. _____
2. The successful bidder or manufactures authorized service facility shall be fully responsible for any applicable delivery, pick-up, and (or) site visit costs associated with warranty work throughout the warranty period. _____

The equipment shall be delivered free of any defects due to shipping or workmanship. Product literature should be submitted with the bid.

FOLD OVER TOWER MAKE: _____ MODEL: _____

PARTS/SERVICE DEALER: _____ TELEPHONE: _____

4. CCTV Pole Cabinet

The cabinet assembly shall be listed by a National Recognized Testing Laboratory (NRTL) as defined by the U.S. Department of Labor. The testing laboratory must be listed by OSHA in its scope of recognition for the applicable tests being conducted as required by this specification. A list of recognized testing labs for products sold in the United States may be found on the U.S. Department of Labor's web site: <http://www.osha.gov/> . A drawing is attached displaying the dimensions of the cabinet. The CCTV Pole Cabinet shall also meet the following requirements:

	COMPLY		SPECIFICATION DEVIATIONS
	YES	NO	
a. Cabinet must be in compliance with UL508 and UL50 standards	_____	_____	_____
b. Mounting Kit shall include the following:			
1. Six stainless steel 3/8" – 16NC bolts, 5/8" length	_____	_____	_____
2. Six stainless steel flat washers, 3/8" (not required if washer head style bolts are used)	_____	_____	_____
3. Six stainless steel lock washers, 3/8"	_____	_____	_____
4. Two neoprene mounting plate gaskets, 0.063" thick	_____	_____	_____
5. One neoprene access hole gasket, 0.25" thick	_____	_____	_____
c. Top of the cabinet shall be crowned approximately 0.5 inches	_____	_____	_____
d. Cabinet shall be fabricated from 0.125 inch, type 5052-H32 aluminum	_____	_____	_____
e. All welding shall be gas tungsten arc welds that comply with AWS B3.0 and C5.6 for aluminum. Welds must be free of cracks, blowholes, and other irregularities.	_____	_____	_____
f. Cabinet must have a clear-anodized finish inside and out.	_____	_____	_____
g. The cabinet door shall have a 6mm (0.25 inch) closed cell neoprene gasket providing a uniform seal and shall be permanently bonded to the door.	_____	_____	_____

The shelf shall have a depth of 10.0 inches and support 50 lbs. of weight.

t. A fiber optic termination panel shall be mounted 10.00 inches down on the EIA mounting rails (Refer to Fiber Optic Termination Panel bid item for product specifications).

u. A Power distribution assembly shall be mounted on the lower portion of the cabinet back wall. All components shall be located on an aluminum panel that is no larger than 19.0" L X 9.0"W. The panel is mounted no more than 0.25 inches away from the back wall. A transit voltage surge suppressor that meets the following specifications must also be supplied:

1. Provides both series and parallel protection.
2. Provides all mode protection
3. Rated at 15 Amps operating current.
4. Response time is less than one-nanosecond.
5. Has active sine wave tracking circuitry for elimination of ring wave transients.
6. Has an LED status indication that the unit is functional.
7. Uses an internal encapsulating compound that absorbs thermal stresses to ensure long life and environmental protection of the circuitry and components.
8. UL 94 flame rated for any plastics.
9. UL 1449 Second Edition and CUL rated.
10. Tested in accordance with ANSI/IEEE C62, 41-1991-IEEE Guide for Surge Voltages in Low-Voltage AC Power Circuits.
11. Unlimited 10 year free replacement warranty.

v. The following components must located on the panel

1. One – 3 position AC service terminal block that accepts No. 4 AWG and smaller wires, designed for direct compression of the stripped bare wire.
2. One DIN rail assembly for mounting a 15 AMP circuit breaker, AC load distribution terminal blocks, fan thermostat and fuse holder.
3. One AC load distribution block assembly. The block accommodates one main wire in and up to four load wires out.
4. A quad receptacle box containing two duplex receptacles, one is a GFCI.
5. One – 12 position AC ground bus that accommodates No. 6 AWG and smaller wires.

- w. Provide and install one rack mounted, recessed housing style power strip. (Refer to Rack Mounted Outlet Strip bid item for product specifications. _____
- x. Warranty
1. One-year full warranty, Manufacturer's standard warranty shall apply if it is for a longer period _____
 2. The successful bidder or manufactures authorized service facility shall be fully responsible for any applicable delivery, pick-up, and (or) site visit costs associated with warranty work throughout the warranty period. _____

The equipment shall be delivered free of any defects due to shipping or workmanship. Product literature should be submitted with the bid.

CCTV POLE CABINET MAKE: _____ MODEL: _____

PARTS/SERVICE DEALER: _____ TELEPHONE: _____

5. Rack Mounted Fiber Optic Termination Panel

The 12 fiber termination panel shall meet the following requirements:

	COMPLY		SPECIFICATION DEVIATIONS
	YES	NO	
a. 16-gauge steel construction with a black powder coat finish.	_____	_____	_____
b. Standard recessed mounting brackets designed for EIA 19 inch racks.	_____	_____	_____
c. Dimensioned as 7.3 inches deep (8.30 from rail when mounted in rack)	_____	_____	_____
d. 12 inches wide and 1.74 inches high.	_____	_____	_____
e. Accommodates 12 fiber pigtail to patch cord connections using two 6-port snap- in adapter plates loaded with metallic body FC/PC zirconia ceramic sleeved adapters.	_____	_____	_____
f. Contains a splice tray and accessories for protecting 12 splices	_____	_____	_____
g. Provisions for grommets for cable protection at entrance and exit panel.	_____	_____	_____
h. Warranty			
1. One-year full warranty, Manufacturer's standard warranty shall apply if it is for a longer period	_____	_____	_____
2. The successful bidder or manufactures authorized service facility shall be fully responsible for any applicable delivery, pick-up, and (or) site visit costs associated with warranty work throughout the warranty period.	_____	_____	_____

The equipment shall be delivered free of any defects due to shipping or workmanship. Product literature should be submitted

with the bid.

RACK MOUNTED FIBER OPTIC TERMINATION PANEL

MAKE: _____ MODEL: _____

PARTS/SERVICE DEALER: _____ TELEPHONE: _____

6. Rack Mounted Outlet Strip

The rack mounted outlet strip shall meet the following requirements:

	COMPLY		SPECIFICATION DEVIATIONS
	YES	NO	
a. Recessed housing style power strip with six front facing outlets.	_____	_____	_____
b. Shall have a power switch with a "POWER ON" indicator.	_____	_____	_____
c. Shall have a self contained 15A circuit breaker.	_____	_____	_____
d. Shall have a three foot power cord.	_____	_____	_____
e. Shall have an internal surge protection with the following minimum ratings:			
1. 720 joules	_____	_____	_____
2. 330 volts, UL 1449 (500 amps)	_____	_____	_____
3. <315 volts clamping level	_____	_____	_____
4. <5 nanoseconds response time	_____	_____	_____
5. Red LED surge indicator	_____	_____	_____
f. Warranty			
1. One-year full warranty, Manufacturer's standard warranty shall apply if it is for a longer period	_____	_____	_____
2. The successful bidder or manufactures authorized service facility shall be fully responsible for any applicable delivery, pick-up, and (or) site visit costs associated with warranty work throughout the warranty period	_____	_____	_____

The equipment shall be delivered free of any defects due to shipping or workmanship. Product literature should be submitted with the bid.

RACK MOUNTED OUTLET STRIP MAKE: _____ MODEL: _____

PARTS/SERVICE DEALER: _____ TELEPHONE: _____

BID RESPONSE

Purchase quantities may vary based on pricing to assemble a complete unit. Vendors are encouraged to bid all quantity breaks. Award will be based on the **11-15 EACH** Quantity.

The following item refers to section 1 of the specifications.

Item No. 1: Illuminator

1-5 EA: \$ _____

6-10 EA: \$ _____

11-15 EA: \$ _____

16-20 EA: \$ _____

21 or Greater EA: \$ _____

The following item refers to section 2 of the specifications.

Item No. 2: 30' Hinged metal Pole

1-5 EA: \$ 2,900.00

6-10 EA: \$ 2,900.00

11-15 EA: \$ 2,800.00

16-20 EA: \$ 2,800.00

21 or Greater EA: \$ 2,700.00

The following item refers to section 2 of the specifications.

Item No. 3: 40' Hinged metal Pole

1-5 EA: \$ 3,900.00

6-10 EA: \$ 3,900.00

11-15 EA: \$ 3,800.00

16-20 EA: \$ 3,800.00

21 or Greater EA: \$ 3,700.00

The following item refers to section 2 of the specifications.

Item No. 4: 50' Hinged Metal Pole

1-5 EA: \$ 4,900.00

6-10 EA: \$ 4,900.00

11-15 EA: \$ 4,800.00

16-20 EA: \$ 4,800.00

21 or Greater EA: \$ 4,700.00

The following item refers to section 3 of the specifications.

Item No. 5: 30' Hinged Truss Tower

1-5 EA: \$ _____

6-10 EA: \$ _____

11-15 EA: \$ _____

16-20 EA: \$ _____

21 or Greater EA: \$ _____

The following item refers to section 4 of the specifications.

Item No. 6: CCTV Pole Cabinet

1-5 EA: \$ _____

6-10 EA: \$ _____

11-15 EA: \$ _____

16-20 EA: \$ _____

21 or Greater EA: \$ _____

The following item refers to section 5 of the specifications.

Item No. 7: Rack Mounted Fiber Optic Termination Panel

1-5 EA: \$ _____

6-10 EA: \$ _____

11-15 EA: \$ _____

16-20 EA: \$ _____

21 or Greater EA: \$ _____

The following item refers to section 6 of the specifications.

Item No. 8: Rack Mounted Outlet Strip

1-5 EA: \$ _____

6-10 EA: \$ _____

11-15 EA: \$ _____

16-20 EA: \$ _____

21 or Greater EA: \$ _____

All items shall be delivered to the Bismarck District Radio Shop (Bob Steckler).

Radio Shop

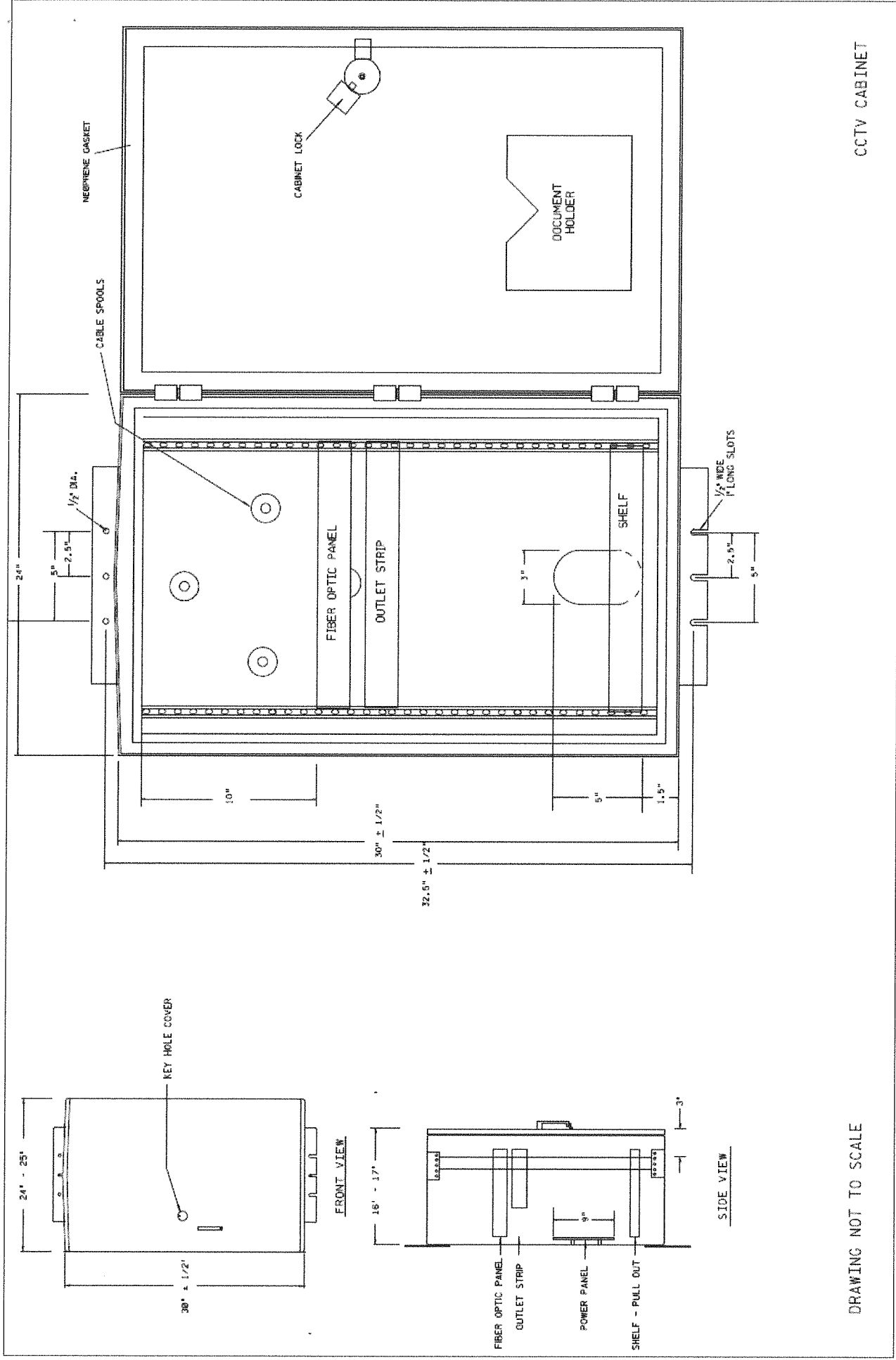
216 Airport Rd.

Bismarck, ND 58504

Tel. # 701-328-6934

Bob Steckler

Tel. # 701-328-6935



CCTV CABINET

DRAWING NOT TO SCALE

**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.



**North Dakota Department of Transportation
AMENDMENT TO CONTRACT NO. 50121101
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 Great Plains Towers, Inc., hereinafter known as the Contractor, whose address is 126 Sixth Street West, West Fargo, ND 58078-1536.

WHEREAS, the parties entered into a contract on July 20, 2012; and

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

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

NOW THEREFORE, the Contractor and NDDOT agree that the term of the contract is extended through June 30, 2014.

KFR ✓



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:

Lacy J. Jerstad
NAME (TYPE OR PRINT)

Lacy J. Jerstad
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:

GREAT PLAINS TOWERS
COMPANY NAME

KEVIN RESKI
OFFICER'S NAME (TYPE OR PRINT)

Kevin Reski
SIGNATURE

PRES
TITLE

5.16.13
DATE

WITNESS:

Sondra Goebel
NAME (TYPE OR PRINT)

Sondra Goebel
SIGNATURE

NORTH DAKOTA DEPARTMENT
OF TRANSPORTATION

Grant Levi

DIRECTOR (TYPE OR PRINT)

Grant Levi
SIGNATURE

5/23/13
DATE

APPROVED as to substance by:

BRAD DARR

DIVISION DIRECTOR (TYPE OR PRINT)

Brad Darr
SIGNATURE

5/22/13
DATE

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

