NDDOT Contract # 50171228

North Dakota Department of Transportation
**INVITATION TO BID**

| | |
|---|---|
| Bid Number: 939-72-17-050 | Bid Opening Date & Time: 09/19/2017 03:00 PM |
| Items: Radio Tower Maintenance | Buyer: Gabriel Hoggarth |
| Bid Mailing Address: 608 E Blvd Ave | Telephone Number: 701-328-4465 |
| City, State, Zip: Bismarck, ND, 58505 | Email: ghoggarth@nd.gov |
| Contract Period: 10/01/2017 TO 09/30/2018 | Date Prepared: 09/01/2017 |

## BID RESPONSE

Please submit your bid response on the attached forms in conformance with the instructions and specifications in the NDAC 04-12-01 – 04-12-16. One copy of your bid response must be returned to the North Dakota Department of Transportation (NDDOT) prior to the time and date specified for 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 |
|---|---|
| Great Plains Towers, Inc. | 126 Sixth Street West, West Fargo, ND 58078 |

(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 Appendices A and E of the Title VI Assurances, 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<br>Great Plains Towers, Inc. | | |
| Mailing Address<br>126 Sixth Street West West Fargo, ND 58078 | | |
| Telephone Number<br>701-282-2236 | Fax Number<br>701-282-2148 | E-mail Address<br>info@greatplainstowers.com |

Dwight Johnson, Vice President
Name & Title (Type or Print)

Dwight Johnson
Signature

09-06-2017
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<br>Thomas K Sorel | | Date<br>10/10/17 |
| Recommended for approval | Date<br>9 OCT 17 | Approximate contract amount<br>$ Unknown |

NDDOT North Dakota Department of Transportation

APPROVED as to execution this 9 day of October 2017
ATTORNEY GENERAL
By
SPECIAL ASST. ATTORNEY GENERAL

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 – | **939-72-17-050** |
| BID OPENING DATE/TIME – | **SEPTEMBER 19, 2017; 3:00 PM** |
| N. D. DEPT. OF TRANSPORTATION | |
| PROCUREMENT SECTION | |
| 608 E BOULEVARD AVE | |
| BISMARCK ND 58505-0700 | |

## BIDDERS INSTRUCTIONS

1. **Assistance to Bidders with a Disability.** Bidders with a disability and/or language assistance, contact Civil Rights Division, NDDOT, 701-328-2978 or civilrights@nd.gov or TTY 711, as soon as possible so that reasonable accommodations can be made. Additionally, the Request for Reasonable Accommodations form (SFN 60135) can be accessed at the following NDDOT website location: http://www.dot.nd.gov/forms/sfn60135.pdf.

2. **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.

3. **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.

4. **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.

5. **Bid Held Firm.** Bids are not awarded at the bid opening. Bid responses will be firm for 30 days, unless stated otherwise.

6. **Bid Opening.** All sealed bids received by the NDDOT Procurement Office will be opened and read at 608 East Boulevard Avenue, Bismarck, North Dakota, at the time specified in the solicitation. Interested parties are invited to attend the bid opening.

7. **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.

8. **Bidder Checklist.** HAVE YOU REMEMBERED TO:
   - Review all instructions, terms and conditions, and specifications to ensure your bid response complies?
   - Prepare your price in the specified unit of measure, F.O.B. Destination, Freight Prepaid to the delivery location listed on the cover sheet?
   - Indicate whether you can meet the delivery date indicated on the cover sheet?
   - Sign your bid response on the cover sheet?
   - Initial all changes and corrections?
   - Submit any required samples or enclosures, if applicable?
   - Mark the envelope as indicated above?

- Review and complete all requirements contained in this solicitation to ensure compliance.

9. **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 September 12, 2017.** (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.

10. **Corrections.** The bidder's authorized representative must initial any corrections and alterations (i.e. erasures, whiteouts, correction tape, etc.) made to the bid response. Those bid responses with corrections and alterations that are not initialed are subject to confirmation by the Procurement Officer.

11. **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.

12. **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. Bids may be faxed to a third party who will put it in a properly-addressed envelope and deliver it to the NDDOT Procurement Office before the date and time specified in the solicitation.

13. **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).

14. **Indemnification.** Bidders must review the attached Risk Management Appendix for indemnification and insurance requirements. The indemnification and insurance provisions are incorporated and made part of this solicitation and the resultant final contract. Objections to any of the provisions of the indemnification and insurance requirements must be made in writing to the attention of the Procurement Officer by the time and date set for receipt of questions. No alteration of these provisions will be permitted without prior written approval from the Purchasing Agency or Entity in consultation with the North Dakota Risk Management Division. Upon receipt of the Notice of Award, the successful bidder must obtain the required insurance coverage and provide the Procurement Officer with proof of coverage prior to contract approval. The coverage must be satisfactory to the Purchasing Agency or Entity, in consultation with the North Dakota Risk Management Division. A bidder's failure to provide evidence of insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

15. **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.

16. **Minor Informalities.** The State reserves the right to waive minor informalities in bid responses in accordance with N.D.A.C. 4-12-10. Minor informalities are insignificant omissions or nonjudgmental mistakes that are matters of form rather than substance, evident from the bid document, with a negligible effect on price, quantity, quality, delivery, or contractual conditions that can be waived or corrected without prejudice to other bidders.

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. **New Equipment and Materials**. Unless otherwise indicated in the detailed specifications of this solicitation, all equipment and materials shall be new and under current production for use in the United States.

20. **Open Records.** After the bid opening, 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.

21. **Packaging.** All shipments are to be packaged according to accepted commercial practices to avoid damage in shipment.

22. **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.

23. **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.

24. **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.

25. **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. Notice of award will be issued only to those bidders who submitted responses to this IFB. Seven calendar days after award or issuance of the Notice of Intent to Award; it will be assumed that all interested parties knew or should have known all the facts surrounding the award.

26. **Rejection.** Bid responses may be rejected if:
- The bid response is not legible.
- The bid response is not completed as requested.
- The bid response is faxed to the procurement office.
- The bid response is not responsive to the specifications or other requirements of the solicitation.
- The bid response is received after the time and date specified.
- The bidder has not met Vendor Registration requirements or is suspended or debarred.
- The bid document has been altered by the bidder.
- The bidder is determined to be not responsible (N.D.A.C. 4-12-11-04).

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. **Specifications, Brand Name or Equivalent**. Unless otherwise indicated in the detailed specifications of this solicitation, the use of a specific brand name or make/model is for illustrative purposes only, and the State will consider equivalent products. If a commodity or service put forth by a bidder is rejected as not being equivalent, the Procurement Officer will notify the bidder of the rejection.

29. **Specifications, Compliance.** All bids submitted in response to this Invitation for Bid must comply with the specifications contained herein, and the successful bidder will be held responsible. Noncompliance with specifications is grounds for rejection of the bid response. Bidders who desire to submit commodities or services

that deviate from these specifications or have any objections to the specifications stated 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.

30. **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.

31. **Taxes.** The State does not pay sales tax or federal excise tax. The state sales tax exemption number is E-2001. The federal tax-free transaction number is 45-70-0010K. The Purchasing Agency will furnish a tax exempt certificate upon request.

32. **Vendor Registration.** Bids will be accepted from bidders who are not currently Approved Bidders for the State of North Dakota; however, the successful bidder may be required to become approved prior to award, in accordance with N.D.C.C. 54-44.4-09. To become an Approved Bidder, you must: 1) register with the North Dakota Secretary of State (fees apply), and 2) submit a completed Bidder List Application to the ND State Procurement Office. Registration instructions and forms are available on-line at: www.nd.gov/spo/vendor. Contact the ND State Procurement Office at 701-328-2683 or infospo@nd.gov for assistance.

Placement on the bidders list does not guarantee a bidder will receive notice of every formal solicitation. Bidders must maintain current information by submitting a Notice of Change form to the State Procurement Office (Fax 701-328-1615). Visit the website for forms: www.nd.gov/spo/vendor.

33. **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.

34. **Withdrawals after the bid opening date and time.** After the bid opening, no changes may be made to the bid response. The bidder may make a written request to withdraw the bid response, subject to approval by the NDDOT Procurement Office. Vendors continually withdrawing bids after the bid opening may be removed from the Vendor Database.

## GENERAL CONTRACT TERMS AND CONDITIONS

1. **Affirmative Action.** The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of individuals with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability.

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

3. **Billing and Payment Procedures.** Invoices are to be submitted as indicated on the contract document. Failure to submit correct invoices to the appropriate NDDOT office may delay contractor payment. Send invoices to: Robert Steckler, ND Department of Transportation, IT Telecom/Radio 216 Airport Road, Bismarck, ND 58504.

4. **Binding Contract.** The acceptance of a bid response in writing by the purchasing agency constitutes a contract between the bidder and the State. Written acceptance from the purchasing agency 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.

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

6. **Contract 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.

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. **Contract Term and Renewal Option.** The NDDOT will enter into a contract with an effective date **beginning October 1, 2017, and ending September 30, 2018**, 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.

9. **Contract Termination.**

a. **Termination without Cause.** This contract may be terminated by mutual consent of both parties, or by either party upon 30 days' written notice.

b. **Termination for Lack of Funding or Authority.** The State may terminate this contract effective upon delivery of written notice to the contractor, or on any later date stated in the notice, under any of the following conditions:
   i. If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term. The contract may be modified by agreement of the parties in writing to accommodate a reduction in funds.
   ii. If federal or state regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
   iii. If any license or certificate required by law or regulation to be held by the contractor to provide the services required by the contract is for any reason denied, revoked or not renewed.

   Any such termination of this contract under (i), (ii), or (iii), above, shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

c. **Termination for Cause.** The State by written notice to the contractor may terminate the whole or any part of this contract:
   i. If the contractor fails to provide services required by this contract within the time specified herein or any extension thereof; or
   ii. If the contractor fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms and after receipt of written notice from the State, fails to correct such failures within ten days or such longer period as NDDOT may authorize.
   iii. The rights and remedies of the State provided in the above clause related to defaults by the contractor are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.

d. **Termination, Deliveries.** If the contract is terminated for any reason, the contractor is responsible for delivery of all commodities and services ordered prior to the termination, unless those orders had been canceled by the Purchasing Agency or Entity.

10. **Inspection and Investigations.** The State reserves the right to conduct inspections and investigations related to the bidder and offered commodities or services, including but not limited to the firm, its facility, personnel, qualifications, and the commodities and/or services offered to make determinations regarding compliance with the bid requirements and responsibility of the bidder.

11. **Materials and Workmanship.** All material and workmanship shall be subject to inspection and testing at the discretion of the purchasing agency either at the point of manufacturer, place of storage, or upon receipt.

12. **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.

13. **Subcontracts, Assignment.** The contractor shall not subcontract, assign or transfer the contractor's interests or duties under this contract without express written consent of the purchasing agency. However, the contractor may enter into subcontracts provided that any such subcontractor acknowledges the binding nature of this contract and incorporates this contract, including any attachments. The contractor is solely responsible for the performance of any subcontractor. The contractor shall not have the authority to contract for or incur obligations on behalf of the State.

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

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

NAME: Dwight Johnson, VP
(Name of person servicing this contract)

BUSINESS NAME: Great Plains Towers, Inc.

MAILING ADDRESS: 126 Sixht Street Wet

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

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

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

**NORTH DAKOTA DEPARMENT OF TRANSPORTATION**
**SPECIFICATIONS FOR RADIO TOWER MAINTENANCE**
**SEPTEMBER 2017**

## CONTRACT ADMINISTRATOR

The NDDOT Contract Administrator will be:

Bob Steckler
North Dakota Department of Transportation
IT Telecom/Radio
216 Airport Road
Bismarck, ND 58504
Phone: 701-328-6935
Fax: 701-328-0310

## ROUTINE MAINTENANCE AND INSPECTION

On an annual basis, the Contractor must:

1. Inspect Forty-four (44) NDDOT radio towers and attached equipment of NDDOT Radio network (see attached list of locations.)

2. Comply with all Federal Communication Commission's Rules and Regulations.

3. Replace broken bolts, clamps, and repair other minor damage on tower, flashhead, and antennae. Inspect transmission lines for bullet holes or other visible damage. Inspect guy wires, anchors and associated hardware.

4. Clean inside and outside the strobe lens. Tighten all electrical terminals including strobe tube leg/terminals.

5. Repair and tape loose coaxial harness on open loop antennas using aluminum tape.

6. All connectors will be courtesy taped and properly weatherproofed.

7. Perform necessary preventative maintenance on flashhead; relamp specific site according to and as instructed by NDDOT. Flashtubes will be furnished by NDDOT. All tubes issued must be accounted for by returning the old one to the NDDOT Central Radio Shop.

8. Conduct a complete inspection on each tower providing the results in writing for each using the attached form or a similar form approved by NDDOT. Contractor must include irreparable or major items of concern in the report. Contractor must also provide the NDDOT with pictures of items of concern and items that may need to be repaired or replaced. Reports must be completed for all towers annually and are due at the end of December of each year.

9. Remit monthly billing to NDDOT.

10. When contacted by the NDDOT, the contractor must respond within 24 hours of initial request for tower service work.

11. Maintain a base of operations located within the State of North Dakota or have the ability to respond within 24 hours or sooner in an emergency. It is beneficial to the State to have one vendor who will accomplish routine inspections and any emergency work that may be necessary.

12. The corrective maintenance of flashers and light-sensitive control equipment is specifically excluded from these specifications.

13. Contractor must make a dated entry and record activity in the station log book for each visit to a tower site.

14. Upon completion of the job, pictures of all completed work on top of the tower must be provided to the NDDOT. The pictures must be date stamped.

15. The awarded contractor will receive one-on-one instruction and training from NDDOT staff as may be necessary for successful completion of the contract.

16. Offerors wishing to tour a representative radio tower site prior to submitting a bid should contact the Contract Administrator to schedule same. Pre-inspection or tour of site(s) is not mandatory.

17. Awarded contractor will determine their own annual maintenance schedule.

18. All service personnel must contact the NDDOT Central Radio Shop in Bismarck, ND before entering site buildings.

**COST**

1. Monthly billing at $ 700.00 for routine maintenance and inspection of towers.

**NON-ROUTINE REPAIR OR SPECIAL WORK REQUEST BY NDDOT**

New construction, revision of existing facilities, or other special radio tower work are not included in this bid nor are they specifically excluded. Additional service requirements will be reviewed on an instance-by-instance basis as needed.

The NDDOT reserves the right to include miscellaneous tower maintenance services as falling within the scope of this maintenance contract or to procure them separately.

**COST**

1. The rate for crew labor or travel shall be $ 70.00 per hour per crew member. State the number of individuals that will make up the crews. 2 to 3

2. Vehicle mileage shall be paid at the rate of $ .70 per mile for service vehicle and $ .90 per mile for equipment truck. Mileage will be figured at 55 miles per hour for the most direct route from base of operation to the work site or from work site to work site.

3. Standard hourly rate applies during inclement weather conditions. The radio supervisor will make the decision when to terminate the job, at which time labor rates cease, except for return travel time.

4. Per Diem will be allowed at $ 90.00 per crew member per day when overnight lodging becomes necessary.

5. Travel expenses and per-diem are subject to prorate split if additional customers are served during the same time period or on the same trip.

6. All non-routine maintenance and special work will be invoiced detailing tower name/location, hourly rate, man-hours for work, man-hours for travel, miles, parts, and special equipment rental charges.

## TRAINING SPECIFICATION

| Please answer Yes or No to the following. | | | |
|---|---|---|---|
| | YES | NO | Comments |
| 1. Personnel are trained in the proper procedures of tower climbing? | ✓ | | |
| 2. Training is received through an organization following the guidelines established by the National Association of Tower Erectors (NATE)? (If No, then explain how personnel receive proper training). | ✓ | | |
| 3. A copy of the training certificate is available upon request? | ✓ | | Training documents available at GPT Office |
| 4. All climbers use approved safety equipment while on the tower? | ✓ | | |
| 5. Climbers are trained in proper connector identification and proper connector attachment procedures? | | | |
| 6. Climbers follow proper connector weatherproofing procedures? | ✓ | | |
| 7. Personnel are trained in the proper mounting and alignment of antennas installed on tower structures? | ✓ | | |
| 8. Personnel are trained in the proper installation of surge suppression devices, grounding kits and proper grounding procedures? | ✓ | | |
| 9. Vendor can perform FDR sweeps? | ✓ | | IFR AN920 Anritsu Site Master |
| a. (If Yes, the new antenna and/or line installation will be tested with a Frequency Domain Reflectometry. (FDR). A copy of the test sweep will be provided to the NDDOT.) | ✓ | | |
| b. Certified results will be provided to the customer? | ✓ | | Certified By GPT |

| | SITE | ELEV | TWR H | DIRECTION | LATITUDE | LONGITUDE | ASR |
|---|---|---|---|---|---|---|---|
| 1. | ARNEGARD | 2495' | 200' | 7.5 N | 47-54-42 | 103-27-10 | 1039989 |
| 2. | BLAISDELL | 2435' | 300' | 5.9 NNE | 48-24-47 | 102-00-54 | 1039993 |
| 3. | BOTTINEAU | 2440' | 200' | 8.25 N | 48-57-08 | 100-28-07 | 1039990 |
| 4. | BOWMAN | 3310' | 300' | 6.5 NNE | 46-16-25 | 103-21-02 | 1039982 |
| 5. | CARRINGTON | 2070' | 200' | 10.6 SW | 47-20-40 | 099-17-29 | 1039998 |
| 6. | CAYUGA | 1712' | 300' | 10.5 SSW | 45-56-14 | 097-28-41 | 1039980 |
| 7. | CLEVELAND | 1975' | 200' | 5.75 N | 46-56-54 | 099-06-39 | 1040007 |
| 8. | COLUMBUS | 2535' | 300' | 12.25 SSE | 48-43-02 | 102-44-59 | 1039978 |
| 9. | DENHOFF | 2100' | 200' | 1.2 SSE | 47-27-39 | 100-15-00 | 1040014 |
| 10. | DEVILS LAKE | 1735' | 300' | 9.33 SW | 47-59-32 | 098-55-54 | 1039996 |
| 11. | DICKINSON | 2916' | 300' | 12 SSW | 46-43-29 | 102-54-49 | 1040010 |
| 12. | DOGDEN | 2260' | 200' | 4.5 WSW | 47-49-11 | 100-45-31 | 1039991 |
| 13. | DRISCOLL | 2090' | 200' | 12.5 NNE | 46-59-52 | 100-05-56 | 1040015 |
| 14. | ESMOND | 1620' | 180' | 8.0 W | 48-01-16 | 099-56-30 | n/a |
| 15. | FARGO | 900' | 400' | W Main St. | 46-52-31 | 096-56-25 | 1232935 |
| 16. | FINLEY | 1571' | 200' | 3.25 NNW | 47-33-38 | 097-52-50 | 1040001 |
| 17. | FORTUNA | 2320' | 200' | 6.25 S | 48-49-03 | 103-46-33 | 1039979 |
| 18. | GRAND FORKS | 827' | 300' | 4.5 NW | 48-00-17 | 097-06-30 | 1040000 |
| 19. | HANNAFORD | 1495' | 200' | 1.5 NW | 47-19-40 | 098-12-34 | 1040016 |
| 20. | HANNOVER | 2270' | 300' | 5 N | 47-11-09 | 101-25-41 | 1040012 |
| 21. | HILLSBORO | 907' | 180' | .25 W | 47-24-30 | 97-04-10 | n/a |
| 22. | KILLDEER | 3080' | 200' | 10.25 NW | 47-30-24 | 102-53-23 | 1040008 |
| 23. | LINTON | 1988' | 180' | 3.6 NNW | 46-19-37 | 100-16-39 | 1040011 |
| 24. | MARMARTH | 2988' | 150' | 10 S | 46-08-13 | 103-56-54 | n/a |
| 25. | MERRICOURT | 2125' | 300' | 4.3 W | 46-12-50 | 098-51-10 | 1040005 |
| 26. | MILTON | 1576' | 300' | 2.60 E | 48-37-43 | 097-59-18 | 1039999 |
| 27. | MINOT | 1769' | 300' | 3 SSW | 48-10-51 | 101-18-56 | 1039995 |
| 28. | MOHALL | 1761' | 180' | 9 W | 48-45-51 | 101-42-16 | n/a |
| 29. | MOTT | 2859' | 200' | 12.5 SW | 46-14-48 | 102-33-21 | 1039983 |
| 30. | MYLO | 1725' | 300' | 3.0 NW | 48-40-34 | 099-39-01 | 1039994 |
| 31. | NEW LEIPZIG | 2550' | 250' | 6 S | 46-18-22 | 101-54-19 | 1260734 |
| 32. | NEW SALEM | 2372' | 200' | 4 S | 46-47-06 | 101-24-30 | 1039984 |
| 33. | PEER CREEK | 2485' | 95' | 14.5 N | 47-31-51 | 103-51-33 | 1039988 |
| 34. | PETERSBURG | 1575' | 200' | 3.20 ESE | 48-00-13 | 097-56-06 | 1039997 |
| 35. | RALEIGH | 2460' | 200' | 3 SSE | 46-18-51 | 101-17-51 | 1039985 |
| 36. | RYDER | 2180' | 300' | 4.5 ENE | 47-56-28 | 101-34-14 | 1039992 |
| 37. | S.BUTTE B | 3421' | 200' | 3.5 SSW | 46-52-35 | 103-50-49 | 1040009 |
| 38. | TIOGA | 2522' | 300' | 6.25 SSE | 48-18-16 | 102-55-56 | 1039986 |
| 39. | VALLEY CITY | 1532' | 300' | 4.5 ESE | 46-54-33 | 097-53-36 | 1040006 |
| 40. | WAHPETON | 960' | 122' | .9 W | 46-15-54 | 096-38-08 | 1040003 |
| 41. | WALES | 1576' | 180' | 10 S | 48-44-51 | 098-36-26 | n/a |
| 42. | WESTFIELD | 2117' | 180' | 2 WSW | 46-01-27 | 100-13-47 | n/a |
| 43. | WILLISTON | 2330' | 300' | 9 ESE | 48-06-50 | 103-26-24 | 1039987 |



BIDDER Great Plains Towers, Inc.

| | | | | | | |
|---|---|---|---|---|---|---|
| 44. WISHEK | 2287' | 200' | 8.5 W | 46-15-18 | 099-44-20 | 1040004 |

**Exhibit A**

## ANNUAL RADIO TOWER INSPECTION REPORT

Send To: Telecommunications Services
216 Airport Road
Bismarck ND 58504-6003

| **Radio Tower Location:** | **Date of Inspection:** |
|---|---|

| ITEM TO INSPECT | CONDITION |
|---|---|
| Antennas | |
| Coax Lines | |
| Beacon Light Glass | |
| Lamp Sockets | |
| Coaxial or Waveguide lines | |
| Guy Wire Tension | |
| Guy Wire Fittings | |
| Guy Wire Anchors | |
| Tower Paint and Bolts | |
| Tower Plumb | |
| Strobe Light | |
| Side Lights and Glass | |

Items for attention: _____

_____

_____

Remarks: _____

_____

_____

Inspected by:

_____ _____
Name and Title (Print or Type) Signature

_____
Date

BIDDER Great Plains Towers, Inc.

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

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

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

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

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

   a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
   b. cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

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

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

**Pertinent Non-Discrimination Authorities:**

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

## Risk Management Appendix

### 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

## Amendment No. 1

To: ALL INTERESTED SUPPLIERS

From: North Dakota Department of Transportation

Date: September 12, 2017

Re: Amendment to Bid 939-72-17-050, RADIO TOWER MAINTENANCE

---

Bidders Instruction #9 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.

**Question 1:**
When replacing parts, such as flashtubes, coax hangers, etc. for general maintenance, will the parts/supplies be provided or will the winning vendor need to supply them on their own?

**Answer 1:**
The State will provide the replacement flash tubes at the sites indicated in the solicitation. All other minor parts, hangers, tape, vapor wrap, etc. will be provided as needed for routine maintenance by the contractor under the contract.

**Question 2:**
Does the monthly rate for general maintenance include mileage and labor/drive time?

**Answer 2:**
Mileage and labor/drive time should be included in the monthly routine maintenance and inspection rate. This bid item is to also include an annual detailed inspection report with pictures of each site/tower listed in the solicitation.

**Question 3:**
Please explain further item #10 'When contacted by the NDDOT, the contractor <u>must respond</u> within 24 hours of initial request for tower service work'.

**Answer 3:**
In a public safety emergency we require a crew to respond to the location within 24 hours.

The solicitation is hereby amended.

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.

Gabriel Hoggarth, Procurement Officer
PHONE: 701-328-4465
FAX: 701-328-0310
E-MAIL: ghoggarth@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<br>Great Plains Towers Dwight Johnson KP | |
|---|---|
| SIGNATURE<br>Dwight Johnson | DATE<br>9-13-2017 |

PAGE 1 of 4

THIS BID CANCELS ALL OF OUR PREVIOUS BIDS 9.28.17 KF

**Amendment No. 2**

To: ALL INTERESTED SUPPLIERS

From: North Dakota Department of Transportation

Date: September 18, 2017

Re: Amendment to Bid 939-72-17-050, RADIO TOWER MAINTENANCE

---

To allow time for updated bid responses to be received, the bid opening is hereby extended to September 28th, 2017 @ 3:00 PM CST.

This amendment will serve as your updated bid response.

1. The NDDOT is amending the section labeled COST on page 9 of 13 of the original solicitation.

   DELETE:
   1. Monthly billing at $_____ for routine maintenance and inspection of towers.

   ADD:
   The NDDOT will pay a monthly fee of $675 for routine maintenance and inspection of the towers for the duration of the contract. This monthly fee also requires the awarded contractor to provide an annual detailed inspection report with pictures of each site/tower listed in the solicitation.

   OK KFR 9-28-17

2. The NDDOT is amending the section labeled NON-ROUTINE REPAIR OR SPECIAL WORK REQUEST BY NDDOT/COST on page 9 of 13 of the original solicitation.

   DELETE:
   1. The rate for crew labor or travel shall be $ _____ per hour per crew member. State the number of individuals that will make up the crews. _____

   2. Vehicle mileage shall be paid at the rate of $ _____ per mile for service vehicle and $_____ per mile for equipment truck. Mileage will be figured at 55 miles per hour for the most direct route from base of operation to the work site or from work site to work site.

   3. Standard hourly rate applies during inclement weather conditions. The radio supervisor will make the decision when to terminate the job, at which time labor rates cease, except for return travel time.

   4. Per Diem will be allowed at $ _____ per crew member per day when overnight lodging becomes necessary.

   5. Travel expenses and per-diem are subject to prorate split if additional customers are served during the same time period or on the same trip.

   6. All non-routine maintenance and special work will be invoiced detailing tower name/location, hourly rate, man-hours for work, man-hours for travel, miles, parts, and special equipment rental charges.

9.27.18 GREAT PLAINS TOWERS

ADD:

- Provide an hourly "travel" rate per crew member (to be used when the job requires more than 2 crew members). ← $55.00
- Provide the hourly rate **per crew member** once "on site." ← $65.00 P MHR ON SITE
- Suppliers must provide a mobilization cost to **each** of the NDDOT's forty-four (44) radio tower sites. Assume a crew of 2. Tower locations are listed on pages 11-12 of the original solicitation.
    - There will be no cost differential for inclement weather conditions.
    - In the event that overnight lodging becomes necessary each crew member will receive the standard ND State per diem rates. Meals are as follows: Breakfast $7.00, Lunch $10.50 and Dinner $17.50. Lodging requires a receipt to be submitted for reimbursement and the rate is 90% of the GSA rate for lodging in ND plus applicable state and local taxes. The current rate is $81.90+ tax, each year the rate is adjusted accordingly.
- Travel expenses and per-diem are subject to prorate split if additional customers are served during the same time period or on the same trip.
- All non-routine maintenance and special work will be invoiced detailing tower name/location, man-hours for work and travel, parts and special equipment rental charges.

9.27.18

Keith Fox pres.

GREAT PLAINS TOWERS



KFR

| TOWER | **Mobilization Cost** (Consider the travel rate/time for 2 people and their vehicle mileage to each specific tower site.) **Site coordinates can be found on the original solicitation.** |
|---|---|
| ARNEGARD | $ 900.00. |
| BLAISDELL | $ 900.00. |
| BOTTINEAU | $ 800.00. |
| BOWMAN | $ 1000.00. |
| CARRINGTON | $ 300.00. |
| CAYUGA | $ 250.00. |
| CLEVELAND | $ 300.00. |
| COLUMBUS | $ 1000.00. |
| DENHOFF | $ 500.00. |
| DEVILS LAKE | $ 400.00. |
| DICKINSON | $ 750.00. |
| DOGDEN | $ 650.00. |
| DRISCOLL | $ 400.00. |
| ESMOND | $ 600.00. |
| FARGO | $ 0.00. |
| FINLEY | $ 150.00. |
| FORTUNA | $ 1000.00. |
| GRAND FORKS | $ 200.00. |
| HANNAFORD | $ 200.00. |
| HANNOVER | $ 200.00. |
| HILLSBORO | $ 100.00. |
| KILLDEER | $ 800.00. |
| LINTON | $ 500.00. |
| MARMARTH | $ 1000.00. |
| MERRICOURT | $ 350.00. |
| MILTON | $ 400.00. |
| MINOT | $ 650.00. |
| MOHALL | $ 900.00. |
| MOTT | $ 800.00. |
| MYLO | $ 700.00. |
| NEW LEIPZIG | $ 700.00. |
| NEW SALEM | $ 600.00. |
| PEER CREEK | $ 700.00. |
| PETERSBURG | $ 250.00. |
| RALEIGH | $ 400.00. |
| RYDER | $ 500.00. |
| S.BUTTE | $ 600.00 |

GREAT PLAINS Towers



KFR

9-27-18

| | |
|---|---|
| TIOGA | $ 900.00. |
| VALLEY CITY | $ 100.00. |
| WAHPETON | $ 100.00. |
| WALES | $ 400.00. |
| WESTFIELD | $ 400.00. |
| WILLISTON | $ 700.00 |
| WISHEK | $ 300.00 |

## Bid Items

| | | |
|---|---|---|
| **Bid Item 1** | **Total Mobilization Costs: (Enter sum of all 44 sites.)** | $ 23,350.00. |
| **Bid Item 2** | **Hourly TRAVEL Rate Per Crew Member in Excess of 2 Crew Members:**<br><br>**(To be used if/when the job calls for more than 2 crew members.)** | $ 55.00. |
| **Bid Item 3** | **Hourly Rate Per Crew Member When ON SITE:** | $ 65.00. |
| **Total of Bid Items 1-3:** | | $ 23,470.00. |

The solicitation is hereby amended.

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.

Gabriel Hoggarth, Procurement Officer
PHONE: 701-328-4465
FAX: 701-328-0310
E-MAIL: ghoggarth@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 | |
|---|---|
| KEVIN RESKI PRES. GREAT PLAINS TOWERS | |
| SIGNATURE | DATE |
| Kevin Reski | 9-27-17 |

## Amendment No. 3

To: ALL INTERESTED SUPPLIERS

From: North Dakota Department of Transportation

Date: September 20, 2017

Re: Amendment to Bid 939-72-17-050, RADIO TOWER MAINTENANCE

---

Bidders Instruction #9 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.

**Question 1:**
Are the mobilization costs supposed to calculated considering a round trip?

**Answer 1:**
Yes

**Question 2:**
How do we calculate the total of bid items 1-3 when bid item 1 is a total cost while bid items 2 and 3 are hourly rates?

**Answer 2:**
Simply add bid items 1, 2, and 3 together and enter the sum to the right of the box labeled: Total of Bid Items 1-3.

The solicitation is hereby amended.

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.

Gabriel Hoggarth, Procurement Officer
PHONE: 701-328-4465
FAX: 701-328-0310
E-MAIL: ghoggarth@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<br>Great Plains Towers Dwight Johnson, Vice President | |
|---|---|
| SIGNATURE | DATE<br>September 21, 2017 |

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/6/2017

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**
Dawson Insurance Agency
721 1st Avenue North
Fargo ND 58102

CONTACT NAME: Melissa Krystosek
PHONE (A/C, No, Ext): 701-237-3311 FAX (A/C, No): 701-232-4442
E-MAIL ADDRESS: melissa@dawsonins.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Cincinnati Insurance Companies | 10677 |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED** GREAT-2
Great Plains Towers, Inc.
126 6th Street West
West Fargo ND 58078

**COVERAGES** **CERTIFICATE NUMBER:** 1249338495 **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 INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | Y | Y | EPP 0225277 | 10/1/2016 | 10/1/2017 | EACH OCCURRENCE | $1,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $500,000 |
| | X Contractual Liab | | | | | | MED EXP (Any one person) | $10,000 |
| | X NDEmp Liab-$1M | | | | | | PERSONAL & ADV INJURY | $1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $2,000,000 |
| | POLICY PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $2,000,000 |
| | OTHER: | | | | | | | $ |
| A | AUTOMOBILE LIABILITY | Y | Y | EBA 0225277 | 10/1/2016 | 10/1/2017 | COMBINED SINGLE LIMIT (Ea accident) | $2,000,000 |
| | X ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ALL OWNED AUTOS / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS / NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | X UMBRELLA LIAB X OCCUR | | | EPP 0225277 | 10/1/2016 | 10/1/2017 | EACH OCCURRENCE | $5,000,000 |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $5,000,000 |
| | DED X RETENTION $ -0- | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | PER STATUTE / OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) | N / A | | | | | E.L. EACH ACCIDENT | $ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| A | Equipment Floater<br>Installation Floater | | | EPP 0225277 | 10/1/2016 | 10/1/2017 | Leased/Rented Equip<br>Single Location Limit | $25,000<br>$1,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

As respects the General Liability, additional insured status applies when required by written contract.
Waiver of Subrogation applies on the General Liability when required by written contract per form GA233.
Additional Insured status and waivers of subrogation on the general liability and auto liability policies apply to The State of North Dakota, its agencies, officers, and employees (State). 30 day notice of cancellation applies.

**CERTIFICATE HOLDER**

North Dakota Department of Transportation
608 East Blvd 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
Thomas C. Dawson

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# North Dakota Department of Transportation

Thomas K. Sorel
*Director*

Doug Burgum
*Governor*

**September 29, 2017**

**Great Plains Towers, Inc.**
**126 Sixth Street West**
**West Fargo, ND 58078**

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,

**Vanessa Brosten, Procurement Agent II**
**Financial Management Division**

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BID NO. 939-72-17-050

**Great Plains Towers, Inc.** hereby states that the company has, and will maintain in force, insurance coverages (including proof of coverages) consistent with the contract specifications.

Date 9.29.17

KEVIN RESKI PRES. G.P. TOWERS
Type or Print Name & Title

Signature

608 East Boulevard Avenue • Bismarck, North Dakota 58505-0700
Information: 1-855-NDROADS (1-855-637-6237) • FAX: (701) 328-0310 • TTY: 711 • dot.nd.gov

**North Dakota Department of Transportation**

**AMENDMENT TO CONTRACT NO. 50171228**

**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.

WHEREAS, the parties entered into a contract on October 10, 2017; and

WHEREAS, the contract was competitively bid and awarded to the Contractor through September 30, 2018; 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 September 30, 2019.

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:

John Rheault
NAME (TYPE OR PRINT)

John Rheault
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

Dwight Johnson
OFFICER'S NAME (TYPE OR PRINT)

Dwight Johnson
SIGNATURE

Vice President
TITLE

9-6-2018
DATE

WITNESS:

Sondra Goebel
NAME (TYPE OR PRINT)

Sondra Goebel
SIGNATURE

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

Mark Nelson
DIRECTOR (TYPE OR PRINT)

SIGNATURE

09/20/18
DATE

APPROVED as to substance by:

Russell J. Buchholz
DIVISION DIRECTOR (TYPE OR PRINT)

SIGNATURE

13 September 2018
DATE

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

APPROVED as to execution this
13th day of September 20 18
ATTORNEY GENERAL
By
SPECIAL ASST. ATTORNEY GENERAL

NDDOT
North Dakota
Department of Transportation

**North Dakota Department of Transportation**

**AMENDMENT TO CONTRACT NO. 50171228**

**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.

WHEREAS, the parties entered into a contract on October 10, 2017; and

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

WHEREAS, the Contractor has performed satisfactorily under the terms of the contract and has been extended one time through September 30, 2019; 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 September 30, 2020.

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:

John Rheault
NAME (TYPE OR PRINT)

John Rheault
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, Inc.
COMPANY NAME

Dwight Johnson
OFFICER'S NAME (TYPE OR PRINT)

SIGNATURE

Vice President
TITLE

09-13-2019
DATE

WITNESS:

Sandra Goebel
NAME (TYPE OR PRINT)

Sandra Goebel
SIGNATURE

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

Mark Nelson
DIRECTOR (TYPE OR PRINT)

SIGNATURE

09/26/19
DATE

APPROVED as to substance by:

Brad Darr
DIVISION DIRECTOR (TYPE OR PRINT)

SIGNATURE

9-25-19
DATE

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

APPROVED as to execution this 25th day of September 20 19
ATTORNEY GENERAL
By
SPECIAL ASST. ATTORNEY GENERAL

NDDOT
North Dakota Department of Transportation