5029147

North Dakota Department of Transportation

INVITATION TO BID

Bid Number: 952-07-19-050	Bid Opening Date & Time: 11/21/2019 02:00 PM
Items: Alcohol & Controlled Substance Testing	Buyer: Sean Lackner
Bid Mailing Address: 608 East Boulevard Ave	Telephone Number: (701) 328-2571
City, State, Zip: Bismarck, ND 58505	Email: selackner@nd.gov
Contract Period: 01/01/2020 TO 12/31/2021	Date Prepared: 11/05/2019

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

(hereinafter vendor). In consideration of and for the acceptance by the state of the offer made by the vendor pursuant to the bid response, the vendor agrees and promises to sell, furnish, and deliver to the state, at the time, places, and prices specified in the bid response, all goods, merchandise, supplies, commodities, equipment, or other items contained in the bid response and for which the vendor has been awarded this contract by the state. The vendor shall fully perform this contract in accordance with the terms and conditions contained in the bid response including all specifications, rules, or regulations mentioned therein, and shall comply with all applicable provisions of the NDAC 04-12-01 – 04-12-16 promulgated by the State Purchasing Division; such manual being made a part of this contract by reference. The Risk Management Appendix and 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: Global Safety Network, Inc.		
Mailing Address: 3590 S. 42nd Street, Grand Forks, ND 58201		
Telephone Number: 701.792.9808	Fax Number: 701.746.5914	E-mail Address: abouchon@globalsafetynetwork.com

Trisha Robertson, President
Name & Title (Type or Print)

Trisha Robertson
Signature

11/14/19
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		Date: 12/03/19
Recommended for approval	Date: 12-2-19	Approximate contract amount $

NDDOT
North Dakota Department of Transportation

APPROVED as to execution this 2nd day of December 2019
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 – 952-07-19-050
BID OPENING DATE/TIME – November 21, 2020; 2:00 PM
N. D. DEPT. OF TRANSPORTATION
PROCUREMENT SECTION
608 E BOULEVARD AVE
BISMARCK ND 58505-0700

BIDDERS INSTRUCTIONS

1. **Additional Terms and Conditions.** Additional terms and conditions submitted with a bid response are of no effect unless accepted in writing by the Purchasing Agency. Bids with additional terms and conditions may be rejected as non-responsive. (N.D.A.C. § 4-12-11-06)

2. **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.

3. **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. Award will be made as follows:

   - All or none.

4. **Award – Tie Bid Preference.** After applying any reciprocal preference, if a tie occurs between two or more bidders with equal bid prices or offerors with identical evaluation scores:
   - Preference must first be given to bids submitted by resident North Dakota vendors.
   - If a tie remains, preference is given to approved vendors on the Bidders List.
   - If a tie still remains, award shall be made in accordance with N.D.A.C. § 4-12-11-05.

5. **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.

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

7. **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.

8. **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: https://www.nd.gov/omb/vendor.
   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.

9. **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.

10. **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 November 13, 2019. (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.

11. **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.

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. **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.

14. **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).

15. **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.

16. **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 bids will be rejected, regardless of the degree of lateness, unless the delay is due to the error of the Purchasing Agency and discovered before the selection of the successful bidder.

17. **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.

18. **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.

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

20. **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.

21. **Open Records Requests.** Bid responses are exempt records until the date and time of the bid opening. After the bid opening, all bid responses are subject to North Dakota open records laws. Interested parties may contact the Procurement Officer to request information related to this solicitation.

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

23. **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.

24. **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.

25. **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.

26. **Protests.** Protests of the solicitation must be received by the Procurement Officer within seven days before the bid closing deadline. Protests of the award or Notice of Intent to Award must be received by the Procurement Officer within seven days after receiving notice of award. 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. Protests must be made in writing to the Procurement Officer and include the basis for the protest. (N.D.C.C. § 54-44.4-12; N.D.A.C. § 4-12-14.)

27. **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).

    If all bids are rejected, the Procurement Officer will send written notice to bidders, including the reason all bids were rejected.

28. **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).

29. **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.

30. **Specifications, Compliance.** All bid responses 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.

31. **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.

32. **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.

33. **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.

34. **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.

35. **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 to each State Agency and Institution separately for services performed. Failure to submit correct invoices to the appropriate office may delay contractor payment.

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

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 twenty (24) 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 January 1, 2020, and ending December 31, 2021**, 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 forty-eight (48) months total. Renewals will be documented by amendment.

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

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 the offered commodities or services, including but not limited to the firm, personnel, qualifications, and the commodities and services offered to make determinations regarding compliance with the bid requirements and responsibility of the bidder. All material and workmanship are subject to inspection and testing by the State at the point of manufacturer, place of storage, or upon receipt. The State reserves the right to reject any commodities or services and terminate the contract if the Contractor fails to comply with the specifications, terms and conditions, or the seller's express or implied warranties. Rejected commodities will be removed at the Contractor's expense. Failure to satisfactorily perform may result in suspension or debarment from the Bidders List.

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: Alicia Bouchon
(Name of person servicing this contract)

BUSINESS NAME: Global Safety Network, Inc.

MAILING ADDRESS: 3590 S. 42nd ST.

CITY & STATE: Grand Forks, ND ZIP CODE: 58201

PHONE NUMBER: 701-792.9808 TOLL FREE: 866.792.9808

FAX NUMBER: 701.746.5914 E-MAIL: abouchon@globalsafetynetwork.com

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

North Dakota Department of Transportation

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

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

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

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

Testing Pool: The NDDOT has 8 districts and 64 rural sections with 1 to 4 employees per rural section. The following numbers of NDDOT employees (approximate) are currently subject to alcohol and drug testing under the Omnibus Transportation Employee Testing Act of 1991, which became effective January 1, 1995.

District headquarters, including shop mechanics and flight operations- 8 cities	191
Rural sections - 64 cities	265

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

Location	State Agency Table	CDL Drivers
MULTIPLE LOCATIONS	Dept. of Transportation	445
	Game and Fish Dept	21
BISMARCK	Flight Operations	11
	Public Service Commission	1
	Rough Rider Industries	2
	State Water Commission	5
GRAFTON	Life Skills and Transition Center	3
JAMESTOWN	State Hospital	6
LISBON	Veterans Home	1

Location	State Agency Table	CDL Drivers
STATEWIDE	ND University System	57
BOTTINEAU	Forest Service	2

Contract Volume: The following shows the actual tests administered during the calendar years of 2017 & 2018:

TEST YEAR	UA DRUG SCREENS	ALCOHOL SCREENS
2017	211	59
2018	212	65

The actual number of tests may vary from these figures. Random tests are completed quarterly. Employees are in one large random pool for selection.

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

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

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

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

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

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

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

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

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

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

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

11. No testing will be conducted outside of normal working hours of 7:00 AM to 5:00 PM local time.

12. The following fees include testing, test results and travel to the locations identified in Attachment 1.

Award will be based on total for alcohol testing, controlled substance testing and pre-employment testing.

Bismarck District

A. Alcohol Testing $40.00 / EA

B. Controlled Substance Testing $60.00 / EA

C. Pre-employment Testing $60.00 / EA

Valley City District

A. Alcohol Testing $45.00 / EA

B. Controlled Substance Testing $67.00 / EA

C. Pre-employment Testing $67.00 / EA

Devils Lake District

A. Alcohol Testing $45.00 / EA

B. Controlled Substance Testing $67.00 / EA

C. Pre-employment Testing $67.00 / EA

Minot District

A. Alcohol Testing $40.00 / EA

B. Controlled Substance Testing $60.00 / EA

C. Pre-employment Testing $60.00 / EA

Dickinson District

A. Alcohol Testing $40.00 / EA

B. Controlled Substance Testing $67.00 / EA

C. Pre-employment Testing $67.00 / EA

Grand Forks District

A. Alcohol Testing $35.00 / EA

B. Controlled Substance Testing $60.00 / EA

C. Pre-employment Testing $60.00 / EA

Williston District

A. Alcohol Testing $40.00 / EA

B. Controlled Substance Testing $67.00 / EA

C. Pre-employment Testing $67.00 / EA

Fargo District

A. Alcohol Testing $40.00 / EA

B. Controlled Substance Testing $60.00 / EA

C. Pre-employment Testing $60.00 / EA

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

    $0.58 per mile

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

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

    a. YTD Target Summary - Testing $ -0- / per report

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

    c. Customized / Specialized Reports $ 50.00 / per report

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

17. Vendor shall provide program descriptive literature if available.

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

    a. Consulting Cost $ 175.00 / HR

    b. Training Cost $ 225.00 / HR

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

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

Please indicate a travel deduct since employees will be traveling to the test site. This amount will be deducted from the rate indicated in Item 12 above.

BISMARCK, ND Sanford Health Occ. Med
2603 S. Broadway Ave.
Bismarck, ND 58504

Location Contact Name & Phone Number Phil Gorby 701.323.5222

ALTERNATE TESTING SITE - BISMARCK, ND Drug-Alcohol Testing Network
723 Memorial Hwy
Bismarck, ND 58504

Location Contact Name & Phone Number Brian Mortiz 701.527.8441

Travel Deduct Amount $ 0.00

VALLEY CITY, ND Mercy Hospital - Valley City
570 Chautauqua Blvd
Valley City, ND 58072

Location Contact Name & Phone Number LAB 701 845 6447

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

Location Contact Name & Phone Number LAB 800.228.8685

Travel Deduct Amount $ 0.00

DEVILS LAKE, ND Altru Clinic Lake Region
1001 7th ST. NE
Devils Lake, ND 58301

Location Contact Name & Phone Number Kari Kumpel 701.662.2157

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

Location Contact Name & Phone Number Kevin Gotham 701.351.3151

Travel Deduct Amount $ 0.00

MINOT, ND Dakota Safety
1809 S. Broadway Ste R
Minot, ND 58703

Location Contact Name & Phone Number Laurel Abel 701 857 6019

ALTERNATE TESTING SITE - MINOT, ND Northern Testing
3108 S. Broadway
Minot, ND 58701

Location Contact Name & Phone Number Brenda Borders 701 839 4730

Travel Deduct Amount $ 0.00

DICKINSON, ND B+H On-Site Testing
1674 15th ST W #2
Dickerson, ND 58601

Location Contact Name & Phone Number Gwen/Nellie 701.690.0585

ALTERNATE TESTING SITE - DICKINSON, ND Badlands Integrity Group
3606 21ST ST E
Dickerson, ND 58601

Location Contact Name & Phone Number Shelly 701.483.6559

Travel Deduct Amount $ 0.00

GRAND FORKS, ND Global Safety Network
3590 S. 42ND ST
Grand Forks, ND 58201

Location Contact Name & Phone Number Lisa Gorman 866.792.9808

ALTERNATE TESTING SITE – GRAND FORKS, ND Altru Occ. Health
1300 So. Columbia Rd.
Grand Forks, ND 58201

Location Contact Name & Phone Number Brenda Jordan 701.780.1546

Travel Deduct Amount $ 0.00

WILLISTON, ND CYPS Drug Testing
3 4th ST. E STE 100
WILLISTON, ND 58801

Location Contact Name & Phone Number Pam Bearce 701.577.2877

ALTERNATE TESTING SITE - WILLISTON, ND Checkers
3620 2ND Ave N. STE C
WILLISTON, ND 58801

Location Contact Name & Phone Number Janet 877 488 5901

Travel Deduct Amount $ 0.00

FARGO, ND Express Employment Pros.
1100 19th Ave N
Fargo, ND 58102

Location Contact Name & Phone Number Taylor Engelhart 701.293.6187

ALTERNATE TESTING SITE - FARGO, ND Sanford OCC Health Med.
3838 12th Ave. N
Fargo, ND 58102

Location Contact Name & Phone Number LAB 701.234.4700

Travel Deduct Amount $ 0.00

TESTING ADDRESSES 2019 – ATTACHMENT 1

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

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

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

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

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

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

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

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

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

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

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

BIDDER: Global Safety Network, Inc.

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
LISTING OF SECTION LOCATIONS

Please contact the District Office Contact(s) to schedule the Sections for on-site testing. The NDDOT Contact will assist in arranging the testing and will provide additional information regarding physical addresses, phone numbers and Section contact(s) as necessary. Invoices must specify the appropriate District Section and be sent for payment to Dawn Phelps, Maintenance Division, ND Department of Transportation, 608 East Boulevard Ave. Bismarck, ND 58505.

BISMARCK DISTRICT SECTIONS

CENTER SECTION - NDDOT
608 Industrial Drive
CENTER ND 58530

FLASHER SECTION - NDDOT
6590 CO RD 84
FLASHER ND 58535

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

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

MCCLUSKY SECTION - NDDOT
215 AVE A W
MCCLUSKY ND 58463

NAPOLEON SECTION - NDDOT
59 BROADWAY
NAPOLEON ND 58561-7147

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

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

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

DEVILS LAKE DISTRICT SECTIONS

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

CARRINGTON SECTION - NDDOT
6739 HWY 200
CARRINGTON ND 58421

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

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

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

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

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

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

STARKWEATHER SECTION
7171 HWY 20
STARKWEATHER, ND 58377

DICKINSON DISTRICT SECTIONS

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

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

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

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

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

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

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

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

RICHARDTON - NDDOT
115 D ST S
RICHARDTON ND 58652

BIDDER: Global Safety Network, Inc.

GRAND FORKS DISTRICT SECTIONS

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

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

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

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

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

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

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

MINOT DISTRICT SECTIONS

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

GARRISON SECTION - NDDOT
515 HWY 37 SE
GARRISON ND 58540

HARVEY SECTION - NDDOT
501 JACKSON AVE
HARVEY ND 58341

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

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

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

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

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

VALLEY CITY DISTRICT SECTIONS

COURTENAY SECTION - NDDOT
9160 HWY 20 SE
COURTENAY ND 58426

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

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

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

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

LITCHVILLE SECTION - NDDOT
808 FIRST AVE
LITCHVILLE ND 58461

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

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

WILLISTON DISTRICT SECTIONS

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

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

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

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

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

TIOGA SECTION - NDDOT
108 N WELO
TIOGA, ND 58852

FARGO DISTRICT SECTIONS

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

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

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

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

LISBON SECTION - NDDOT
12999 HWY 27
LISBON ND 58054

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

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

WYNDMERE SECTION - NDDOT
7775 HWY 18
WYNDMERE ND 58081

NORTH DAKOTA STATE UNIVERSITY SYSTEM LOCATIONS

BISMARCK:
BISMARCK STATE COLLEGE
1500 EDWARDS AVE
BISMARCK, ND 58506
(701) 224-5512

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

DEVILS LAKE:
LAKE REGION STATE COLLEGE
1801 COLLEGE DRIVE NORTH
DEVILS LAKE ND 58301
(701) 662-1539

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

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

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

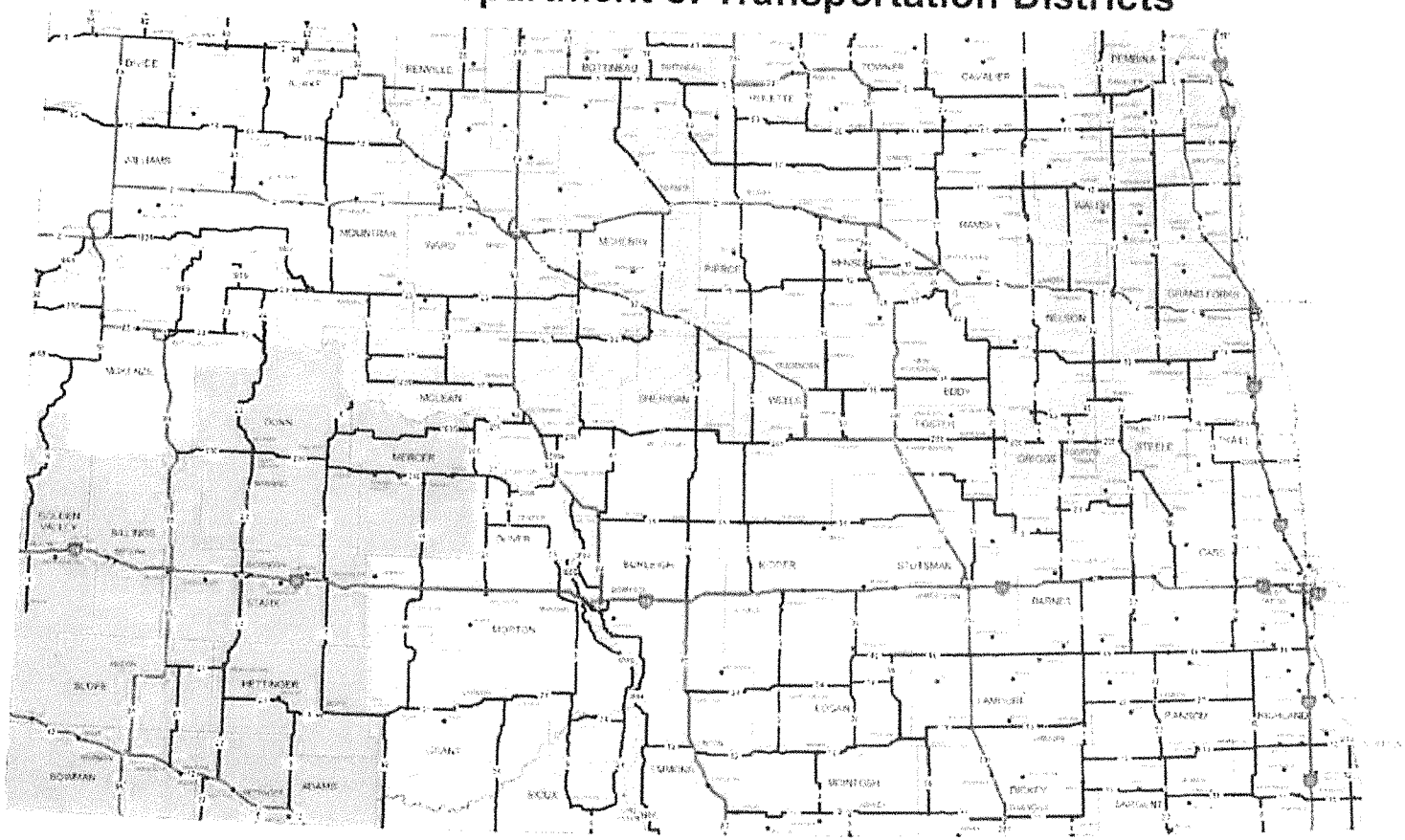
VALLEY CITY:
VALLEY CITY STATE UNIVERSITY
101 COLLEGE ST SOUTH WEST
VALLEY CITY ND 58072
(701) 845-7710

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

WILLISTON
WILLISTON STATE COLLEGE
1410 UNIVERSITY AVE
WILLISTON ND 58801
(701) 774-4299

END OF ATTACHMENT 1

North Dakota Department of Transportation Districts



District 1 - Bismarck
218 South Airport Road
Bismarck, ND 58504-6003
701-328-6950

District 2 - Valley City
1524 Eighth Avenue SW
Valley City, ND 58072-4200
701 845-8800

District 3 - Devils Lake
316 Sixth Street SE
Devils Lake, ND 58301-3628
701-665-5100

District 4 - Minot
1305 Highway 2 Bypass East
Minot, ND 58701-7922
701 857-6925

District 5 - Dickinson
1700 Third Avenue West, Suite 101
Dickinson, ND 58601-3009
701 227-6500

District 6 - Grand Forks
1951 North Washington
P.O. Box 13077
Grand Forks, ND 58208-3077
701 787-6500

District 7 - Williston
605 Dakota Parkway West
P.O. Box 698
Williston, ND 58802-0698
701 774-2700

District 8 - Fargo
503 38th Street South
Fargo, ND 58103-1198
701 239-8900

NDDOT
2016

BIDDER: Global Safety Network Inc

Attached (the next 11 pages) is the NDDOT Personnel Policy entitled "Required Alcohol and Controlled Substance Testing of Employees in Safety-Sensitive Positions (CDL & Pilots)."

ND DEPARTMENT OF TRANSPORTATION
POLICY NUMBER: 18.1

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

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

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

POLICY

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

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

Safety-Sensitive Positions

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

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

Department Requirements to Notify Employees About This Policy

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

Expected Behavior and Consequences of Non-Cooperation

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

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

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

Prohibited Behavior
Performance of safety-sensitive functions is prohibited:

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

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

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

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

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

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

PROGRAM ADMINISTRATION

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

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

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

Division and District Program Administration

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

Safe Transportation of Employees to and From Testing Site

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

Supervisor Responsibilities

Supervisors include:

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

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

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

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

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

1. Any test results.

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

TESTING REQUIREMENTS

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

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

1. Previous test dates.

2. Positive test results.

3. Refusals to test.

4. Evaluation and rehabilitation results.

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

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

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

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

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

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

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

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

Post-accident Testing

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

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

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

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

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

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

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

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

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

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

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

Random Tests

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

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

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

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

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

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

Return-to-Duty Tests

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

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

TESTING INFORMATION

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

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

Definition of Positive Alcohol Test

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

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

Testing Vendor Responsibilities in Alcohol Tests

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

Definition of Positive Controlled-Substance Test

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

Testing Vendor Responsibilities in Controlled-Substance Tests

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

DISCIPLINARY ACTION

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

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

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

Test Results—Typical Required Action

CONTROLLED-SUBSTANCE TEST

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

ALCOHOL TEST

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

OTHER PROHIBITED CONDUCT—REQUIRED ACTION

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

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

REQUIRED RECORDS

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

The following record retention schedule must be used:

Retain for 5 years

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

Retain for 2 years

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

Retain for 1 year

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

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

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

Definitions Specific to this Policy

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

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

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

Risk Management Appendix

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

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

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

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

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

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

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

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

RM Consulted 2007
Revised 5-09

NDDOT
North Dakota
Department of Transportation

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
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.

NDDOT
North Dakota
Department of Transportation

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).

Global Safety NETWORK

References:

Borden Dairy
Contact: Frank Major
5327 S Lamar Street
Dallas, TX 75215
(334) 792-5114
Service DOT & NON-DOT across the United States
Length of contract: Since 1999

ND Association of Counties
Contact: Genny Dienstmann
1661 Capital Way
Bismarck, ND 58501
(701) 328-7323
Service DOT & NON-DOT in North Dakota
Length of contract: January 2012

Transystems
Contact: Danielle McNew
1901 Benefis Ct
Great Falls, MT 59405
(406) 454-7659
Service DOT & NON-DOT in the Red River Valley, Minnesota and Western United States
Length of contract: Since 2007

3590 S 42nd Street, Grand Forks, ND 58201
Phone: 701.792.9808 Fax: 701.746.5914

August 30,2016

Random Selection Process

General Information

We utilize a cryptographic Random Number Generator (RNG) for random selections. This is a software/ computer-generated method (a "scientifically valid method" per the Department of Transportation (DOT) guidelines) to perform random selections for Drug & Alcohol Random Program Management. *(See the Technical Information section below for additional details, as needed.)*

Random selections are performed at least quarterly but may be done more often if and as directed by the employer policy. Prior to each selection period, we request an updated employee list from the employer to assure current employment status of all applicable drivers. Upon receipt of employee list, we perform a random selection using the RNGCryptoServiceProvider, which is amenable with the Operating Administration rate for the specific DOT modalities.

An email notification of the random selection is sent to the Designated Employer Representative (DER). The DER logs into our secure website to view the details of the random selections. We recommend the DER reasonably spread the notification to selected employees over all hours of operations and throughout the entire testing period (i.e. monthly or quarterly). Additionally, upon direct notification by the DER to the employee, the employee should be informed to immediately proceed to the designated collection site for random drug and/or alcohol testing.

All random selection and donor information is kept strictly confidential in the secure database.

Technical Information

About the Draw

When a random selection is initiated, the employee identifying numbers of all valid employees within a pool are gathered and put into a stub. Three (3) random numbers generated by the RNGCryptoServiceProvider in the .NET platform are also within this stub. A list for all eligible employees of the selection is ordered by the first random number and stored in the database. This list is then randomized based on the second random number in the stub, and the primary drug selections are drawn. If the pool is setup for double jeopardy (i.e. alcohol random selections are drawn from the drug selections), the alcohol selections are added at this point. Once the drug selections are done, the list is randomized based on the third random number in the stub and alcohol random selections are drawn. Depending on whether multiple selections are allowed, the program either picks the person or goes to the next one to complete all of the primary selections. Once the primary selections are made, the program uses the first randomized list to select the alternates. Should additional alternates need to be drawn, the randomized list stored in the database is resorted based on Globally Unique Identifier (GUID) and selected.

Random Methods

RNGCryptoServiceProvider is a cryptographic RNG using the implementation provided by the cryptographic service provider. This is a higher quality random number generator than the GUID random numbers but comes at a performance cost.

GUID implements Universally Unique Identifiers (UUIDs) version 4 using random numbers. This algorithm sets the version number (4 bits) as well as two reserved bits. All other bits (the remaining 122 bits) are set using a random or pseudorandom data source. Version 4 UUIDs have the form xxxxxxxx-xxxx-4xxx-yxxx-xxxxxxxxxxxx where x is any hexadecimal digit and y is one of 8, 9, a, or b (e.g., f47ac10b-58cc-4372-a567-0e02b2c3d479). *(Source: Wikopedia)*

3590 S 42nd Street, Grand Forks, ND 58201
Phone: 701.792.9808 Fax: 701.746.5914

GLOBALSOFT

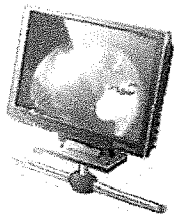
Global Safety NETWORK

Use our proprietary software "GlobalSoft" to manage your company's employment screening.

Access anywhere, anytime with GlobalSoft

- Search Screening Results By:
  - *Specimen ID*
  - *Donor*
  - *Date Collected*
- View Number & Type of Test Performed:
  - *Pre-Employment*
  - *Post Accident*
  - *Reasonable Cause*
  - *Random*
  - *Return to Duty*
  - *Follow-up*
- Review Random Draw Details
- Print MIS Reports
- Order Background Screens
- Easy Navigation for Multi-Location Companies
- Create Customized Reports
- Extensive Document Library

GlobalSoft is your one-source, configurable portal for all screening & risk management products and services.



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Global Safety Network – 3590 S 42nd Street - Grand Forks, ND 58201
Toll Free 866.792.9808 Local 701.792.9808 Fax 701.746.5914
www.globalsafetynetwork.com

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NORTH Dakota | Transportation

Be Legendary.™

November 21, 2019

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

Dear Contractor:

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

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

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

Sincerely,

Vanessa Brosten, Purchasing Agent II
Financial Management Division

BID NO. 952-07-19-050

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

Date Nov. 27, 2019

Alicia Bouchon, VP of Bus. Dev.

Type or Print Name & Title

Signature

GLOBSAF-01 CRECTOR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/25/2019

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 have ADDITIONAL INSURED provisions or 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	CONTACT NAME:	
Vaaler Insurance Inc PO Box 12848 Grand Forks, ND 58208-2848	PHONE (A/C, No, Ext): (701) 775-3131	FAX (A/C, No): (701) 775-4020
	E-MAIL ADDRESS: hziegler@vaaler.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Employers Mutual Casualty Company	21415
INSURER B : Cincinnati Insurance Company	10677
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

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

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	X	X	3X30894	9/15/2019	9/15/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X	X	3X30894	9/15/2019	9/15/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			EUP0229403	1/22/2019	1/22/2020	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	ND Stop Gap			3X30894	9/15/2019	9/15/2020	Aggregate	1,000,000

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

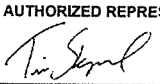
CERTIFICATE HOLDER

ND Dept of Transportation
Sean Lackner
Financial Management Division
608 E Boulevard Ave
Bismarck, ND 58505

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY ELITE EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The COMMERCIAL GENERAL LIABILITY COVERAGE FORM is amended to include the following clarifications and extensions of coverage. The provisions of the Coverage Form apply unless modified by endorsement.

A. EXPECTED OR INTENDED INJURY

Section I – Coverage A, Exclusion **a.** is amended as follows:

a. "Bodily injury" or "property damage" expected or intended from the standpoint of an insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

B. NON-OWNED WATERCRAFT

Section I – Coverage A, Exclusion **g.(2)** is amended as follows:

(2) A watercraft you do not own that is:

(a) Less than 60 feet long; and

(b) Not being used to carry person(s) or property for a charge;

C. EXTENDED PROPERTY DAMAGE COVERAGE

Section I – Coverage A, Exclusions **j.(3)** and **(4)** is amended to add the following:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

SCHEDULE	
Limits Of Insurance	**Deductible**
$5,000 Each Occurrence	$250 Per Claim
$10,000 Annual Aggregate	

a. The each occurrence limit listed above is the most we will pay for all damages because of "property damage" to property in the care, custody and control of or property loaned to an insured as the result of any one "occurrence", regardless of the number of:

(1) insureds;

(2) claims made or "suits" brought;

(3) persons or organizations making claims or bringing "suits".

The aggregate limit listed above is the most we will pay for all damages because of "property damage" to property in the care custody and control of or property loaned to an insured during the policy period.

Any payment we make for damages because of "property damage" to property in the care, custody and control of or property loaned to an insured will apply against the General Aggregate Limit shown in the declarations.

b. Our obligation to pay damages on your behalf applies only to the amount of damages in excess of the deductible amount listed above. We may pay any part or all of the deductible amount listed above. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification by us, you will promptly reimburse us for that part of the deductible we paid.

c. If two or more coverages apply under one "occurrence", only the highest per claim deductible applicable to these coverages will apply.

d. Insurance provided by this provision is excess over any other insurance, whether primary, excess, contingent or any other basis. Since insurance provided by this endorsement is excess, we will have no duty to defend any claim or "suit" to which insurance provided by this endorsement applies if any other insurer has a duty to defend such a claim or "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

D. PROPERTY DAMAGE – ELEVATORS

Section I – Coverage A.2. Exclusions paragraphs **j.(3), j.(4), j.(6)** and **k.** do not apply to use of elevators. This insurance afforded by this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured and **Section IV – Commercial General Liability Conditions** Paragraph **4. Other Insurance** is changed accordingly.

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E. FIRE, LIGHTNING OR EXPLOSION DAMAGE

Except where it is used in the term "hostile fire", the word fire includes fire, lightning or explosion wherever it appears in the Coverage Form.

Under **Section I – Coverage A,** the last paragraph (after the exclusions) is replaced with the following:

Exclusions **c.** through **n.** do not apply to damage by fire, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III – Limits of Insurance.**

F. MEDICAL PAYMENTS

If **Section I – Coverage C. Medical Payments Coverage** is not otherwise excluded from this Coverage Form:

The requirement, in the Insuring Agreement of Coverage **C.,** that expenses must be incurred and reported to us within **one year** of the accident date is changed to **three years**.

G. SUPPLEMENTARY PAYMENTS

Supplementary Payments – Coverages A and **B** Paragraphs **1.b.** and **1.d.** are replaced by the following:

1.b. Up to $5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

H. SUBSIDIARIES AS INSUREDS

Section II – Who Is An Insured is amended to add the following:

1.f. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, insured does not include any subsidiary that is an insured under any other general liability policy, or would have been an insured under such a policy but for termination of that policy or the exhaustion of that policy's limits of liability.

I. BLANKET ADDITIONAL INSUREDS – AS REQUIRED BY CONTRACT

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) subject to provisions in Paragraph **2.** below, (hereinafter referred to as additional insured) when you and such person(s) or organization(s) have agreed in a written contract or written agreement that such person(s) or organization(s) be added as an additional insured on your policy provided that the written contract or agreement is:

a. Currently in effect or becomes effective during the policy period; and

b. Executed prior to an "occurrence" or offense to which this insurance would apply.

However, the insurance afforded to such additional insured:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured; and

c. Applies only if the person or organization is not specifically named as an additional insured under any other provision of, or endorsement added to, **Section II – Who Is An Insured** of this policy.

2. As provided herein, the insurance coverage provided to such additional insureds is limited to:

a. Any Controlling Interest, but only with respect to their liability arising out of their financial control of you; or premises they own, maintain, or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

b. Any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In connection with your premises; or

(2) In the performance of your ongoing operations.

With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

c. Any manager or lessor of a premises leased to you, but only with respect to liability arising out of the ownership, maintenance or use of that part of a premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises.

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

d. Any state or governmental agency or subdivision or political subdivision, subject to the following:

(1) This insurance applies only with respect to the following hazards for which any state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

(a) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or

(b) The construction, erection or removal of elevators; or

(c) The ownership, maintenance or use of any elevators covered by this insurance.

(2) This insurance applies only with respect to operations performed by you or on your behalf for which any state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

e. Any vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

With respect to the insurance afforded to these vendors, the following additional exclusions apply:

(1) The insurance afforded any vendor does not apply to:

(a) "Bodily injury" or "property damage" for which any vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that any vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by any vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as any vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at any vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for any vendor; or

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(h) "Bodily injury" or "property damage" arising out of the sole negligence of any vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as any vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

f. Any Mortgagee, Assignee Or Receiver, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

g. Any Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

(1) This insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

h. Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

i. Any Owners, Lessees, or Contractors for whom you are performing operations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

(2) "Bodily injury" or "property damage" occurring after:

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(a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

j. Any Grantor of Licenses to you, but only with respect to their liability as grantor of licenses to you.

Their status as additional insured under this endorsement ends when:

1. The license granted to you by such person(s) or organization(s) expires; or
2. Your license is terminated or revoked by such person(s) or organization(s) prior to expiration of the license as stipulated by the contract or agreement.

k. Any Grantor of Franchise, but only with respect to their liability as grantor of a franchise to you.

l. Any Co-owner of Insured Premises, but only with respect to their liability as co-owner of any insured premises.

m. Any Concessionaires Trading Under Your Name, but only with respect to their liability as a concessionaire trading under your name.

3. Any insurance provided to any additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence or willful misconduct of the additional insured or its agents, "employees" or any other representative of the additional insured.

4. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits of Insurance:**

If coverage provided to any additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the contract or agreement; or

b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

J. COVERAGE FOR INJURY TO CO-EMPLOYEES AND/OR YOUR OTHER VOLUNTEER WORKERS

Section II – Who is an Insured, Paragraph **2.a. (1)** is amended to add the following:

e. Paragraphs **(a), (b),** and **(c)** do not apply to your "employees" or "volunteer workers" with respect to "bodily injury" to a co-"employee" or other "volunteer worker".

Damages owed to an injured co-"employee" or "volunteer worker" will be reduced by any amount paid or available to the injured co-"employee" or "volunteer worker" under any other valid and collectible insurance.

K. HEALTH CARE SERVICE PROFESSIONALS AS INSUREDS - INCIDENTAL MALPRACTICE

Section II – Who is an Insured, Paragraph **2.a. (1) (d)** is amended as follows:

This provision does not apply to Nurses, Emergency Medical Technicians, or Paramedics who provide professional health care services on your behalf.

However this exception does not apply if you are in the business or occupation of providing any such professional services.

L. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Section II – Who Is An Insured, Paragraph **3.a.** is replaced by the following:

3.a. Coverage under this provision is afforded until the end of the policy period.

This provision does not apply if newly formed or acquired organizations coverage is excluded either by the provisions of the Coverage Form or by endorsements.

M. DAMAGE TO PREMISES RENTED TO YOU

Section III – Limits of Insurance, Paragraph **6.** is replaced by the following:

Subject to **5.a.** above, the Damage To Premises Rented To You Limit, or $500,000, whichever is higher, is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, smoke or leakage from automatic protection systems, while rented to you or temporarily occupied by you with permission of the owner.

N. MEDICAL PAYMENTS – INCREASED LIMITS

Section III – Limits of Insurance, Paragraph **7.** is replaced by the following:

7. Subject to Paragraph **5.** above, $10,000 is the Medical Expense Limit we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, unless the amount shown on the Declarations of this Coverage Part for Medical Expense Limit states:

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(a) No Coverage; or

(b) $1,000; or

(c) $5,000; or

(d) A limit higher than $10,000.

O. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Section IV – Commercial General Liability Conditions Paragraph **2.** is amended to add the following:

e. The requirement in Condition **2.a.** that you must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim, applies only when the "occurrence" or offense is known to:

(1) You, if you are an individual or a limited liability company;

(2) A partner, if you are a partnership;

(3) A member or manager, if you are a limited liability company;

(4) An "executive officer" or insurance manager, if you are a corporation; or

(5) A trustee, if you are a trust.

f. The requirement in Condition **2.b.** that you must see to it that we receive notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:

(1) You, if you are an individual or a limited liability company;

(2) A partner, if you are a partnership;

(3) A member or manager, if you are a limited liability company;

(4) An "executive officer" or insurance manager, if you are a corporation; or

(5) A trustee, if you are a trust.

P. PRIMARY AND NONCONTRIBUTORY – ADDITIONAL INSURED EXTENSION

Section IV – Commercial General Liability Conditions Paragraph **4. Other Insurance** is amended to add the following:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured. However, if the additional insured has been added as an additional insured on other policies, whether primary, excess, contingent or on any other basis, this insurance is excess over any other insurance regardless of the written agreement between you and an additional insured.

Q. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

Section IV – Commercial General Liability Conditions Paragraph **6. Representations** is amended to add the following:

If you unintentionally fail to disclose any exposures existing at the inception date of your policy, we will not deny coverage under the Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

This provision does not apply to any known injury or damage which is excluded under any other provision of this policy.

R. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Section IV – Commercial General Liability Condition Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of:

1. Your ongoing operations; or

2. "Your work" included in the "products-completed operations hazard".

However, this waiver applies only when you have agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

1. Is in effect or becomes effective during the term of this policy; and

2. Was executed prior to loss.

S. MENTAL ANGUISH

Section V – Definition 3. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

T. LIBERALIZATION

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

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