North Dakota Department of Transportation
INVITATION TO BID

NDDOT Contract #50170676

Bid Number: 910-39-17-050	*Bid Opening Date & Time: 06/13/2017 02:00 PM*
Items: Janitorial Services-Flight Operations	Buyer: Alexis Wingo
Bid Mailing Address: 608 East Boulevard Avenue	Telephone Number: (701)328-2571
City, State, Zip: Bismarck, North Dakota, 58505	Email: awingo@nd.gov
Contract Period: 07/01/2017 TO 06/30/2018	Date Prepared: 05/18/2017

BID RESPONSE

Please submit your bid response on the attached forms in conformance with the instructions and specifications in the NDAC 04-12-01 – 04-12-16. One copy of your bid response must be returned to the North Dakota Department of Transportation (NDDOT) prior to the time and date specified for the bid opening. Bid responses received after the time and day specified for the bid opening will be rejected. *Mark envelope with word "BID" and the opening time and date.* ***If your bid response is accepted by NDDOT, then your bid response will constitute a binding contract.***

CONTRACT

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

Vendor Name	Vendor Address
Suds Cleaning Service	PO Box 2592 Bismarck, ND 58502

(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: Suds Cleaning Service		
Mailing Address: PO Box 2592 Bismarck, ND 58502		
Telephone Number: 400-8396	Fax Number: N/A	E-mail Address: SudsCleaningService@hotmail.ca

Sherrie' Stenke - Owner/Operator
Name & Title (Type or Print)

Sherrie' Stenke
Signature

6-6-17
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: pov Ronald J. Henke — Darcy R. Rosendahl, Dep. Dir.		Date: 30 JUN 2017
Recommended for approval	Date: 6-29-2017	Approximate contract amount: $ 2,400/yr

NDDOT North Dakota Department of Transportation

APPROVED as to execution this 30 day of Jun 2017
ATTORNEY GENERAL
By _____
SPECIAL ASST. ATTORNEY GENERAL

CLA 7480 (Div. 50)

MAILING INSTRUCTIONS

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

BID IS: ☒ SEALED ☐ NOT SEALED

Address the envelope containing your response in the following manner:

BID NUMBER – 910-39-17-050, Janitorial Services-Flight Operations
BID OPENING DATE/TIME – June 13, 2017; 2:00 PM CST
N. D. DEPT. OF TRANSPORTATION
PROCUREMENT SECTION
608 E BOULEVARD AVE
BISMARCK ND 58505-0700

BIDDERS INSTRUCTIONS

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

2. **Award.** Award will be made to a responsive, responsible bidder with the lowest price considering conformity with specifications, terms of delivery, quality, and serviceability. NDDOT reserves the right to consider bids varying in minor respects from any specific requirements herein, but judged to meet the intent of this request.

3. **Awards, Splitting of.** The state reserves the right to make awards by item, groups of items, or on the total low bid for all the items specified as indicated in the detailed specifications. Bidders interested only in the total low bid for all items are to state 'all or nothing' on their bid response.

4. **Bid Bond.** Waived in this instance: however, bidder(s) failing to enter into a contract with this office, upon notification of award, may be subject to removal from the bidder's list.

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

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

7. **Bid Summary.** Bid summaries are available when the bid has been awarded. When bids are issued using the State's electronic bidding system, the bid summary will be posted and available for download from: http://www.nd.gov/spo/.

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

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

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

9. **Clarifications, Bid Changes and Questions Deadline.** The Procurement Officer is the point of contact. Any irregularities, lack of clarity, requested bid changes and all questions regarding this bid and the procurement process must be addressed to the Procurement Officer referenced on the first page of this document no later than end of business June 6, 2017. (Contact information is indicated on cover page). If a bid amendment is required, it will generally be issued after this date.

The bidder is cautioned that the requirement of this solicitation can be altered only by written amendments and that verbal communications from whatever source are of no effect.

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

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

12. **Electronic & Facsimile Bids.** Bid responses are not to be email attached or faxed to the NDDOT unless this transmittal method has been authorized by the Procurement Officer or bid document. (Contact the Procurement officer regarding additional requirements and exceptions.) Bid responses electronically submitted or faxed may be rejected as non-responsive. Bids may be faxed to a third party who will put it in a properly-addressed envelope and deliver it to the NDDOT Procurement Office before the date and time specified in the solicitation.

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

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

15. **Late Bids.** It is the bidder's responsibility to ensure that a bid response is physically deposited with the NDDOT Procurement Office prior to the date and time specified for the opening. Late bid responses will not be opened and will be rejected and returned regardless of the degree of lateness or the reasons.

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

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

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

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

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

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

22. **Performance Bond.** Successful bidders will not be required to furnish a performance bond; however, failure to perform satisfactorily will result in the immediate termination of the contract(s) and bidders may be subject to removal from the bidder's list.

23. **Preparation of Bid.** Bids will be accepted on NDDOT forms only. If the document is located on the State Procurement Office website, then bidder is to download the document and type or write their responses as indicated by the bid document. Alteration of the bid document may be cause for bid rejection. Bidders are cautioned to examine specifications and all instructions. Failure to do so will be at the bidder's risk.

24. **Pricing.** Unit prices are to be stated in United States currency and based on the unit of measurement specified in the solicitation, F.O.B. Destination, to the NDDOT delivery locations specified herein.

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

25. **Protest of Award.** An interested party may protest the award within seven days after receiving notice in accordance with N.D.C.C. 54-44.4-12 and N.D.A.C. 4-12-14. Notice of award will be issued only to those bidders who submitted responses to this IFB. Seven calendar days after award or issuance of the Notice of Intent to Award; it will be assumed that all interested parties knew or should have known all the facts surrounding the award.

26. **Rejection.** Bid responses may be rejected if:

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

27. **Signature.** The bid must be signed manually in ink. The name and title of the person signing the bid response must be typed or printed above the signature. The bid must be signed by Owner, Partner, Corp. Pres., Vice Pres., **or other authorized Corp. Officer** or the bid may be rejected. If signed by other authorized Corp. Officer or representative, please attach a letter signed by the Owner, Partner, Corp. Pres., or Vice Pres. indicating the individual has authority to enter into a contract on behalf of the company (or a Power of Attorney).

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

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

that deviate from these specifications or have any objections to the specifications stated herein must be clearly pointed out PRIOR TO THE DEADLINE FOR RECEIPT OF QUESTIONS; otherwise, it will be considered that the items offered are in strict compliance with these specifications, and the bidder will be held responsible.

30. **Supplemental Terms and Conditions.** Bids including supplemental terms and conditions will be accepted, but supplemental conditions that conflict with any conditions contained in this ITB or that diminish the State's rights will be considered null and void. The State is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award.

After award of contract:

a) If a conflict arises between a supplemental term or condition included in the bid and a term or condition of the ITB, the term or condition of the ITB will prevail, and,

b) If the State's rights would be diminished as a result of application of a supplemental term or condition included in the bid, the supplemental term or condition will be considered null and void.

Changes, modifications, additions, or alterations to the bid document could be cause for rejection of the submitted bid at the sole discretion of the NDDOT. Contact the Procurement Officer in writing prior to the deadline for clarifications.

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

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

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

33. **Withdrawal or changes to a bid response prior to the bid opening date and time.** A bidder may withdraw or make a change to his bid response prior to the bid opening date and time. The request to make a change or withdraw must be in writing by a representative of the firm. The request to withdraw or change must be signed by the bidder or his designated representatives.

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

GENERAL CONTRACT TERMS AND CONDITIONS

1. MANDATORY On-Site Visit: In order to be considered for award, Bidder must attend a Mandatory On-Site Visit. The meeting is to be held on **Thursday, June 1, 2017; 3:00 PM Central Time**. Bidders are to meet at the NDDOT Hangar located at 2301 University Drive, Bismarck, ND

2. **Contact Person, Telephone, Fax, E-mail**: The Procurement Officer is the point of contact for general questions regarding this ITB. Questions regarding technical specifications shall be directed to NDDOT Contact person.

PROCUREMENT OFFICER: **Alexis Wingo**
Phone: **701-328-2571**
E-MAIL: **awingo@nd.gov**

Facilities Contact: **Bradley Fields**
PHONE: **701-328-9568**
E-MAIL: **bdfields@nd.gov**

3. **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.

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

5. **Billing and Payment Procedures:** Invoices are to be submitted to Bradley Fields, North Dakota Department of Transportation, 608 East Boulevard Avenue, Bismarck, ND 58505.
Failure to submit correct invoices to the appropriate NDDOT office may delay contractor payment.
Payment will normally be made within thirty days after delivery and acceptance of commodities or services under this contract and receipt of a correct invoice. All invoice and payment inquiries must be directed to the purchasing agency.

6. **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.

7. **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.

8. **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.

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

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

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

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

10. **Contract Term and Renewal Option.** The NDDOT will enter into a contract with an effective date **beginning July 1, 2017, and ending June 30, 2018**, inclusive. This contract may be renewed upon satisfactory completion of the initial contract term. The NDDOT reserves the right to execute up to two options to renew this contract for a

period of twelve (12) months each, not to exceed thirty-six (36) months total. Renewals will be documented by amendment.

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

11. **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.

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

13. **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.

14. **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.

15. **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.

16. **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.

17. **Contract Changes – Unanticipated Amendments**: During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, The NDDOT Contact designated by the State will provide the contractor a written description of the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of amendments.

The contractor will not commence additional work until the project director has secured any required State approvals necessary for the amendment and issued a written contract amendment, approved by the purchasing agency.

18. **All NDDOT offices will be closed in recognition of the following holidays**:

New Year's Day (January 1)
Martin Luther King, Jr. Day (third Monday in January)
President's Day (third Monday in February)
Good Friday (Friday preceding Easter)
Memorial Day (last Monday in May)
Independence Day (July 4)
Labor Day (first Monday in September)
Veterans' Day (November 11)
Thanksgiving Day (fourth Thursday in November)
Christmas Day (December 25)

State offices will close at noon on December 24. Any day declared a holiday by the President or Governor will also be recognized as a holiday.

When January 1, July 4, November 11, or December 25 fall on a Sunday, the following Monday will be the holiday. When any of these days fall on a Saturday, the preceding Friday is the holiday.

19. **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: Sherrie' Steinke
(Name of person servicing this contract)

BUSINESS NAME: Suds Cleaning Service

MAILING ADDRESS: Po Box 2592

CITY & STATE: Bismarck, ND ZIP CODE: 58502

PHONE NUMBER: 701-400-8396 TOLL FREE: N/a

FAX NUMBER: N/a E-MAIL: Sudscleaningservice@hotmail.com

MANDATORY ON-SITE VISIT

A **MANDATORY On-Site Visit** will be held on June 1, 2017 at 3:00 PM located at 2301 University Drive, Hangar 45, Bismarck, ND 58504.

CUSTODIAN DUTIES

The NDDOT intends to enter into a service contract to provide janitorial services at the NDDOT Flight Operations Building located at 2301 University Drive, Hangar 45, Bismarck, ND 58504.

Daily cleaning shall be done 2 times a week; Tuesday and Thursday during the hours of 8:30 am to 4:30 pm. The exact hours are to be determined by the contractor. It is permissible to do some work on weekends. No work will be required on legal holidays.

The NDDOT will furnish garbage bags, waste can liners, paper towels, hand soap and toilet paper. Facilities Contact will designate a specific location for custodian supplies. Custodians will notify Facilities Contact before these supplies are depleted. Allow at least one week for replenishment.

The Contractor shall furnish all necessary tools, equipment, cleaning products and the transportation required to perform these duties.

The Contractor shall put all waste in plastic bags furnished by the Department of Transportation. The Contractor shall put the bags of waste in the furnished dumpster.

The Contractor shall be responsible for liability resulting from their own negligence.

The Contractor shall be considered an independent contractor and not an employee of the Department of Transportation for any purposes, such as worker's compensation, medical insurance, etc.

OFFICE AREA

RESTROOMS – DAILY

1. Clean and disinfect sinks, toilets and urinals.
2. Clean mirrors.
3. Spot clean all doors, walls and restroom partitions.
4. Replenish towels and toilet paper as needed.
5. Sweep, wet mop and disinfect restroom floors.

WEEKLY

1. Vacuum carpet.
2. Sweep, wet mop tile floors in hallways and offices.
3. Spot clean walls by doors and light switches.
4. Empty wastebaskets and replace can liners.
5. Damp wipe all conference and break room tables and counter tops.
6. Kitchenette – clean sink, wipe down microwave, refrigerator and countertop area.
7. Clean windows (monthly).

HANGAR AREA

No cleaning services are needed in the hangar section of the building.

BIDDER: _____

BID RESPONSE

ITEM NO.	QTY.	UNIT	DETAILED SPECIFICATIONS	PRICE/MONTH	PRICE/YEAR
1	12	Months	Rate per month for janitorial services	$200.00	$2,400.00
				TOTAL	$2,400.00 per year

ANY ALTERATIONS OR CORRECTIONS MADE TO THE UNIT OR TOTAL PRICE MUST BE INITIALED BY THE BIDDER. FAILURE TO DO SO MAY BE CAUSE FOR BID REJECTION.

Amendment No. 1

To: ALL INTERESTED SUPPLIERS

From: North Dakota Department of Transportation

Date: June 7, 2017

Re: Amendment to Bid 910-39-17-050, Janitorial Services, Flight Operations

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Bidders Instruction #9 of the solicitation established a deadline for receipt of questions. The responses to these questions are provided as addenda to the solicitation. When necessary, the solicitation has been amended.

Question 1: Reference page 8 "Weekly" Item 7
Will the windows be cleaned inside and out? How often? Is an escort required to clean the outside of the windows?

Answer 1:
The windows must be cleaned inside once per month and as needed on the outside. An escort will be required to clean the outside of the windows.

The bid is hereby amended.

Question 2: Reference page 8 paragraph 6
Where should the garbage be left?

Answer 2:
Delete specification: "The Contractor shall put the bags of waste in the furnished dumpster."

Add specification: The garbage may be left in the hangar.

The bid is hereby amended.

Question 3:
Is the front door locked at all times?

Answer 3:
The front and back door are locked. The front door may be accessed with a code that will be provided.

The bid is hereby amended.

Question 4: Reference page 8 paragraph 3
What hours can be worked?

Answer 4:
Delete specification: "Daily cleaning shall be done 2 times a week; Tuesday and Thursday during the hours of 8:30 am to 4:30 pm."

Add specification: The time and day is chosen by the awarded vendor. There must be at least two visits per week.

The bid is hereby amended.

Question 5: Reference page 8 paragraph 5
Is there water provided?

Answer 5:
Yes, water for cleaning is available in the building and in the hangar.

The bid is hereby amended.

Question 6:
Which entrance should be used?

Answer 6:
The main entrance is to be used with access code.

The bid is hereby amended.

Question 7:
Do the carpets have to be shampooed?

Answer 7: No, the carpets are not required to be shampooed.

The bid is hereby amended.

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

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

Alexis Wingo, Procurement Officer
PHONE: 701-328-2571
FAX: 701-328-0310
E-MAIL: awingo@nd.gov

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

PRINTED NAME OF BIDDER OR OFFEROR and TITLE	
Sherrie Steinke	
SIGNATURE	DATE
Sherrie Steinke	6-11-17

North Dakota

Western Surety Company

JANITORIAL SERVICE BOND

Bond No. 14568954

In consideration of an agreed premium, Western Surety Company, a South Dakota corporation, hereby agrees to indemnify SUDS CLEANING SERVICE

of 1417 MICHIGAN AVE BISMARCK, ND 58504

(the "Obligee"), against loss of money or other property, real or personal, belonging to any and all subscribers (the "Subscriber") to its services, or in which the Subscriber has a pecuniary interest, or for which the Subscriber is legally liable, which the Subscriber shall sustain as the result of any fraudulent or dishonest act, as hereinafter defined, of an Employee or Employees of the Obligee acting alone or in collusion with others, and for which the Obligee is liable, the amount of indemnity on each of such Employees being Ten Thousand and 00/100 DOLLARS ($10,000.00).

THE FOREGOING AGREEMENT IS SUBJECT TO THE FOLLOWING CONDITIONS AND LIMITATIONS:

TERM OF BOND:
SECTION 1. The term of this bond begins with the 23rd day of March, 2004, at 12:00 o'clock night, standard time, at the address of the Obligee above given, and ends at 12:00 o'clock night, standard time, on the effective date of the cancellation of this bond in its entirety.

DISCOVERY PERIOD:
SECTION 2. Loss is covered under this bond only (a) if sustained through any act or acts committed by any Employee of Obligee while this bond is in force as to such Employee, and (b) if discovered prior to the expiration or sooner cancellation of this bond in its entirety as provided in Section 11, or from its cancellation or termination in its entirety in any other manner, whichever shall first happen.

DEFINITION OF EMPLOYEE:
SECTION 3. The word Employee or Employees, as used in this bond, shall be deemed to mean, respectively, one or more of the natural persons (except directors or trustees of the Obligee, if a corporation, who are not also officers or employees thereof in some other capacity) while in the regular service of the Obligee in the ordinary course of the Obligee's business during the term of this bond, and whom the Obligee compensates by salary or wages and has the right to govern and direct in the performance of such service, for whom a premium has been paid, and who are engaged in such service within any of the States of the United States of America, or within the District of Columbia, Puerto Rico, the Virgin Islands, or elsewhere for a limited period, but not to mean brokers, factors, commission merchants, consignees, contractors, or other agents or representatives of the same general character.

FRAUDULENT OR DISHONEST ACT:
SECTION 4. A FRAUDULENT OR DISHONEST ACT OF AN EMPLOYEE OF THE OBLIGEE SHALL MEAN AN ACT WHICH IS PUNISHABLE UNDER THE CRIMINAL CODE IN THE JURISDICTION WITHIN WHICH ACT OCCURRED, FOR WHICH SAID EMPLOYEE IS TRIED AND CONVICTED BY A COURT OF PROPER JURISDICTION.

MERGER OR CONSOLIDATION:
SECTION 5. If any natural persons shall be taken into the regular service of the Obligee through merger or consolidation with some other concern, the Obligee shall give the Surety written notice thereof and shall pay an additional premium on any increase in the number of Employees covered under this bond as a result of such merger or consolidation computed pro rata from the date of such merger or consolidation to the end of the current premium period.

NON-ACCUMULATION OF LIABILITY:
SECTION 6. Regardless of the number of years this bond shall continue in force and the number of premiums which shall be payable or paid, the liability of the Surety under this bond shall not be cumulative in amounts from year to year or from period to period.

LIMIT OF LIABILITY UNDER THIS BOND AND PRIOR INSURANCE:
SECTION 7. With respect to loss or losses caused by an Employee or which are chargeable to such Employee as provided in Section 4 and which occur partly under this bond and partly under other bonds or policies issued by the Surety to the Obligee or to any predecessor in interest of the Obligee and terminated or cancelled or allowed to expire and in which the period for discovery has not expired at the time any such loss or losses thereunder are discovered, the total liability of the Surety under this bond and under such other bonds or policies shall not exceed, in the aggregate, the amount carried under this bond on such loss or losses or the amount available to the Obligee under such other bonds or policies, as limited by the terms and conditions thereof, for any such loss or losses, if the latter amount be the larger.

DEDUCTIBLE:
SECTION 8. The Surety shall not be liable under this bond on account of any loss or losses through fraudulent or dishonest acts committed by any Employee of Obligee, unless the amount of such loss or losses, after deducting the net amount of all reimbursement and/or recovery, including any cash deposit taken by the Obligee, obtained or made by the Obligee or the Surety on account thereof, prior to payment by the Surety of such loss or losses, shall be in excess of ONE HUNDRED DOLLARS ($100.00), and then for such excess only, but in no event for more than the amount of insurance carried on such Employee under this bond. If more than one Employee commits the fraudulent or dishonest act resulting in such loss or losses, said deductible amount shall apply to each Employee so involved.

SALVAGE:
SECTION 9. If the Obligee shall sustain any loss or losses covered by this bond which exceed the amount of coverage provided by this bond, the Obligee shall be entitled to all recoveries, except from suretyship, insurance, reinsurance, security or indemnity taken by or for the benefit of the Surety, by whomsoever made, on account of such loss or losses under this bond until fully reimbursed, less the actual cost of effecting the same; and less the amount of the deductible carried on the Employee causing such loss or losses; and any remainder shall be applied to the reimbursement of the Surety.

CANCELLATION AS TO ANY EMPLOYEE:
SECTION 10. This bond shall be deemed cancelled as to any Employee: (a) Immediately upon discovery by the Obligee, or by any partner or officer thereof not in collusion with such Employee, of any fraudulent or dishonest act on the part of such Employee: or (b) at 12:00 o'clock night, standard time, upon the effective date specified in a written notice served upon the Obligee or sent by mail. Such date, if the notice be served, shall be not less than ten (10) days after such service, or, if sent by mail, not less than fifteen (15) days after the mailing. The mailing by Surety of notice, as aforesaid, to the Obligee at its principal office shall be sufficient proof of notice.

CANCELLATION AS TO BOND IN ITS ENTIRETY:
SECTION 11. This bond shall be deemed cancelled in its entirety at 12:00 o'clock night, standard time, upon the effective date specified in a written notice served by the Obligee upon the Surety or by the Surety upon the Obligee, or sent by mail. Such date, if the notice be served or mailed by the Surety, shall not be less than thirty (30) days after such service or the date of mailing; provided, however, the Surety may cancel this bond sooner for nonpayment of premium if the Surety has given the Obligee notice of the amount of premium due and the due date at least ten (10) days prior to the effective date of cancellation. The mailing by the Surety of notice, as aforesaid, to the Obligee at its principal office shall be sufficient proof of notice. The Surety shall refund to the Obligee the unearned premium computed pro rata if this bond be cancelled at the instance of the Surety, or at short rates if cancelled or reduced at the instance of the Obligee.

PRIOR FRAUD, DISHONESTY OR CANCELLATION:
SECTION 12. No Employee, to the best of the knowledge of the Obligee, or of any partner or officer thereof not in collusion with such Employee, has committed any fraudulent or dishonest act in the service of the Obligee or otherwise. If prior to the issuance of this bond, any fidelity insurance in favor of the Obligee or any predecessor in interest of the Obligee and covering one or more of the Obligee's Employees shall have been cancelled as to any of such Employees by reason of (a) the discovery of any fraudulent or dishonest act on the part of such Employees, or (b) the giving of written notice of cancellation by the insurer issuing said fidelity insurance, whether the Surety or not, and if such Employees shall not have been reinstated under the coverage of said fidelity insurance or superseding fidelity insurance, the Surety shall not be liable under this bond on account of such Employees unless the Surety shall agree in writing to include such Employees within the coverage of this bond.

LOSS - NOTICE - PROOF - LEGAL PROCEEDINGS:
SECTION 13. At the earliest practical moment, and at all events not later than fifteen (15) days after discovery of any fraudulent or dishonest act on the part of any Employee by the Obligee, or by any partner or officer thereof not in collusion with such Employee, the Obligee shall give the Surety written notice thereof and within four (4) months after such discovery shall file with the Surety affirmative proof of loss, itemized and duly sworn to, and shall upon request of the Surety render every assistance, not pecuniary, to facilitate the investigation and adjustment of any loss. No suit to recover on account of loss under this bond shall be brought before the expiration of two (2) months from the filing of proof as aforesaid on account of such loss, nor after the expiration of twelve (12) months from the discovery as aforesaid of the fraudulent or dishonest act causing such loss. If any limitation in this bond for giving notice, filing claim or bringing suit is prohibited or made void by any law controlling the construction of this bond, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

TEMPORARY EMPLOYEES:
SECTION 14. The Obligee shall not at any time while this bond is in force direct any temporary employee(s) to any subscriber's premises unless such person(s) is/are accompanied by a foreman who is in the regular employ of the Obligee. For purposes of this restriction, any person who works less than the normal working hours established by his employer or otherwise fails to meet the definition of "Employee" above is considered a temporary employee.

EXCLUSIONS:
SECTION 15. This bond does not apply to loss that is an indirect result of any act or loss caused by or involving one (1) or more Employees, whether the result of a single act or series of acts, covered by this insurance including, but not limited to, loss resulting from:

a. The Obligee's inability to realize income that would have been realized had there been no loss covered by this bond.
b. Payment of damages of any type for which the Obligee is legally liable. Compensatory damages arising directly from a covered loss will be paid.
c. Payment of costs, fees, or other expenses incurred by the Obligee in establishing either the existence or the amount of loss under this bond.

This bond does not apply to expenses related to any legal action.

OTHER INSURANCE:
SECTION 16. This bond does not apply to loss recoverable or recovered under other insurance or indemnity. However, if the limit of the other insurance or indemnity is insufficient to cover the entire amount of the loss, this bond will apply to that part of the loss, other than that falling within any Deductible Amount, not recoverable or recovered under the other insurance or indemnity, but not for more than the amount of indemnity as stated above.

DATED March 16th, 2004

WESTERN SURETY COMPANY

By _____
Paul T. Bruflat, Senior Vice President

June 21, 2017

Suds Cleaning Service
P.O. Box 2592
Bismarck, ND 58502

Dear Contractor:

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

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

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

Sincerely,

Shannon Sauer, Division Director
Financial Management Division

BID NO. 910-39-17-050

Suds Cleaning Service hereby states that the company has, and will maintain in force, insurance coverages (including proof of coverages) consistent with the contract specifications.

Date 6-21-17

Sherrie Steinke - Owner/operator
Type or Print Name & Title

Sherrie Steinke
Signature

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/29/2017

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

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

PRODUCER Eric J Buchholz 302 S 9TH ST BISMARCK, ND 58504 (701) 258-8414 (019/388)	CONTACT NAME: Eric J Buchholz PHONE A/C, No, Ext): (701) 258-8414 FAX (A/C, No): (855) 762-0142 E-MAIL ADDRESS: ebuchhol@amfam.com
INSURED Sherrie J Steinke DBA: Suds Cleaning Service PO Box 2592 Bismarck, ND 58502	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : American Family Mutual Insurance Company 19275 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES | **CERTIFICATE NUMBER:** | **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ☐ ☐	X	X	33X1338803	08/08/2016	08/08/2017	BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) BODILY INJURY 	$ 250,000 $ 1,000,000 $ 250,000 $ $
A	☒ COMMERCIAL GENERAL LIABILITY ☐ ☐ CLAIMS-MADE ☒ OCCUR ☐ _____ ☐ _____ GEN'LAGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC ☐ OTHER _____	X	X	33-X13388-01	01/06/2017	01/06/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						☐ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

The Commercial GL Policy is endorsed to include NDDOT as additional insured on the CG 20 10 07 04 endorsement. The Commercial General Liability Coverage Part is endorsed to include NDDOT on the Waiver of Transfer of Rights of Recovery Against Others to Us Endorsement CG 24 04.The Business Auto Policy is endorsed to include NDDOT on the CA 79 01 01 99 endorsement. The Business Auto Policy is endorsed to include NDDOT on the CA 79 02 01 01.

CERTIFICATE HOLDER	CANCELLATION
NDDOT Flight Operations 2301 University Drive Bismarck, ND 58504	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 Eric Buchholz

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American Family Mutual Insurance Company, S.I. & Its Operating Companies, American Family Life Insurance Company, 6000 American Parkway, Madison, WI 53783

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