



## INVITATION FOR BID

State of North Dakota  
OMB/Central Services Division  
SFN 2464 (8-2008)

**Purchasing Agency:**  
ND Department of Trust Lands  
1707 N 9<sup>th</sup> ST  
Bismarck ND 58506  
701-328-2800

<b>Bid Number:</b> 22600-02-2014	<b>Bid Title:</b> Snow Removal	
<b>Date Issued:</b> October 24, 2013	<b>Procurement Officer:</b> Peggy Gudvangen	
<b>Deadline for Questions:</b> October 31, 2013 at 5:00 PM CT	<b>Telephone:</b> 701-328-1913	<b>Fax:</b> 701-328-3650
<b>Bid Delivery Required:</b> November 8, 2013 at 4:00 PM CT	<b>E-mail:</b> pjgudvangen@nd.gov	
<b>Opening Date and Time:</b> November 12, 2013 at 9:00 AM CT	<b>Delivery location F.O.B. (Destination):</b> 1707 North 9 <sup>th</sup> Street, Bismarck, North Dakota	

You are invited to participate in this Invitation for Bid. Please submit your bid response in conformance with the instructions specified herein.

By submitting a bid response, the vendor agrees and promises to sell, furnish, and deliver to the State all commodities and services contained in this Invitation for Bid for which a contract is awarded by the State. The vendor shall fully perform the contract in accordance with the all specifications, terms and conditions, and requirements contained in the Request for Bid and shall comply with all applicable provisions of the North Dakota Century Code Chapters 54-44.4, 46-02, 44-08 and North Dakota Administrative Code Chapter 4-12, made a part of the Invitation for Bid and contract by reference.

Written acceptance of the vendor's bid response by the State, by issuance of a purchase order or contract, constitutes a binding contract made and entered into by and between the State of North Dakota, acting through the Purchasing Agency named above, and the vendor named below:

<b>Vendor Company Name:</b>			
<b>Street Address:</b>			
<b>P.O. Box:</b>	<b>City</b>	<b>State:</b>	<b>Zip Code:</b>
<b>Toll Free Telephone:</b>	<b>Telephone:</b>	<b>Fax:</b>	
<b>Federal I.D. or Social Security No.:</b>		<b>E-Mail:</b>	
<b>Type or Print Name of Person Signing:</b>		<b>Title:</b>	
<b>Authorized Signature:</b>			

<b>Acceptance (For State Use Only)</b> Bid response accepted and contract awarded.	
By _____	Title _____
Signature _____	Date _____

## Mailing Instructions

Mail a completed and signed Invitation for Bid response in a sealed envelope to the address listed below. Bid response received after the date and time specified on the coversheet of this Invitation for Bid will be rejected. Address the envelope containing your response in the following manner:

**SNOW REMOVAL BID #22600-02-2014**  
**ND DEPARTMENT OF TRUST LANDS**  
**1707 North 9th Street**  
**PO Box 5523**  
**Bismarck ND 58506-5523**

**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 coversheet?
- 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?

## Bidder's Instructions

1. **Addition of 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 any additional terms and conditions may be rejected as nonresponsive.
2. **Assistance to Bidders with a Disability.** Bidders with a disability that need an accommodation must contact the Procurement Officer prior to the deadline for receipt of bids so that reasonable accommodation can be made.
3. **Bid Held Firm.** Bids are not awarded at the bid opening. Bid responses will be firm for 30 days, unless otherwise specified by the Procurement Officer in writing.
4. **Bid Opening.** All bids received by the time and date of the bid opening will be publicly opened by the Purchasing Agency at the location indicated on the cover sheet of this solicitation. Interested parties are invited to attend the bid opening.
5. **Bid Results.** Bid results will be posted on [www.nd.gov/spo/vendor](http://www.nd.gov/spo/vendor) when an award decision is made. Bidders may obtain bid results or arrange to review the bid file by contacting the Procurement Officer.
6. **Corrections.** The vendor's authorized representative must initial any corrections and alternations (i.e. erasers, 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.
7. **Definitions:**
  - Bidder any person or firm submitting a competitive bid in response to a solicitation.
  - Bid Results a summary of all bid responses received and the award results
  - Bid response the executed document submitted by a bidder in response to a solicitation.
  - 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.
8. **Facsimile Bids.** Bid responses faxed to the Purchasing Agency will be rejected. Bids may be faxed to a third party who will put it in an envelope and deliver it to Procurement Officer before the date and time specified in the solicitation.

9. **Late Bids.** It is the bidder's responsibility to ensure that a bid response is physically deposited with the Purchasing Agency prior to the date and time specified for the opening. Late bid responses will not be opened and will be rejected regardless of the degree of lateness or the reason.
10. **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 or offerors.
11. **Multiple Bids.** Bidders may not submit more than one bid in response to this solicitation. The bid submitted must comply in all aspects with the bid requirements and these instructions.
12. **New Products and Materials.** Unless otherwise indicated in the detailed specifications of this solicitation, all products and materials shall be new and under current production for use in the United States.
13. **Prices, Currency.** All prices must be in United States currency.
14. **Pricing (Unit and Total Prices).** The unit price is to be according to the unit of measurement specified in the solicitation. In the event of mathematical differences between the unit price and extended total, the unit price will prevail.
15. **Protests.** An interested party may protest the solicitation within seven days before the bid opening or protest the notice of intent to award or award within seven days after receiving notice in accordance with N.D.C.C. § 54-44.4-10 and N.D.A.C. 4-12-14. Notice of Award will only be issued to those vendors that request Bid Results. Seven calendar days after award or issuance of the notice of intent to award to vendors that requested bid results, it will be assumed that all interested parties knew or should have known all the facts surrounding the award.
16. **Questions and Clarifications.** All questions and requests for clarification regarding this solicitation must be in writing and directed to the Procurement Officer referenced on the cover sheet of this document. The requirements of this solicitation can only be altered by written amendment of the solicitation. Verbal communications from whatever source are of no effect. Questions must be received by the deadline specified on the cover sheet to allow the Procurement Officer to issue any needed amendments in sufficient time before the bid opening date.
17. **Review of the Bids.** After the bid opening, bids become subject to North Dakota open records laws. Interested parties may request public information and make arrangements to review the bid file by contacting the Procurement Officer during normal working hours, between 8:00 a.m. and 5:00 pm., Monday through Friday.
18. **Rejection.** The state reserves the right to reject any and all bids in whole or in part. Bid responses will be rejected if:
  - the bid response is not legible.
  - the bid response is not completed as requested.
  - the bid response is faxed to the Purchasing Agency
  - 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 was required to be registered as an approved vendor by the deadline for receipt of bids, and failed to do so.
  - the bidder is determined to be not responsible, in accordance with N.D.A.C. 4-12-11-04.
20. **Signature.** The bidder submitting the bid response or that bidder's duly authorized agent or representative must sign the bid response manually in ink. The name and title of the person signing the bid response must be typed or printed below the signature.
21. **Specifications, Brand Name or Equivalent.** Unless otherwise indicated in the detailed specifications of this solicitation, the use of a specific brand names or make/model is for illustrative purposes only, and the State will consider equivalent products. If a commodity or service put forth by a vendor is rejected as not being equivalent, the Procurement Officer will notify the bidder of the rejection.

22. **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 contact the Procurement Officer in writing as soon as possible, so the Procurement Officer can determine whether the specifications need to be amended.
23. **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 45-60-02470. The Purchasing Agency will furnish a tax exempt certificate upon request.
24. **Withdrawal or changes to a bid response prior to the bid opening date and time.** Before the bid opening date and time, the bidder's authorized representative may withdraw or change a bid response by making a written request to the Procurement Officer.
25. **Withdrawals after the bid opening date and time.** After the 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 Purchasing Agency. Bidders repeatedly withdrawing bids after the opening date may be removed from the State Bidders List.

## **GENERAL 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 the handicapped, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or physical handicap.
2. **Applicable Law and Venue.** This contract is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this contract must be brought in the District Court of Burleigh County, North Dakota.
3. **Assignments and Subcontracts.** Contractor may not assign or otherwise transfer or delegate any right or duty without the State's express written consent. However, the Contractor may enter into subcontracts provided that any such subcontract acknowledges the binding nature of this contract and incorporates this contract, including any attachments. Contractor is solely responsible for the performance of any subcontractor. Contractor shall not have the authority to contract for or incur obligations on behalf of the State.
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 and regulations. The Contractor must comply with the provisions of all appropriate federal laws, including Title VI of the Civil Rights Act of 1964. Any subletting or subcontracting by the Contractor subject subcontractors to the same provision.
6. **Compliance With Public Records Law.** Contractor understands that, except for disclosures prohibited under North Dakota open records laws related to Confidentiality, N.D.C.C. § 44-04-18, the State must disclose to the public upon request any records it receives from Contractor. Contractor further understands that any records which are obtained or generated by the Contractor under this contract, except for records that are confidential under N.D.C.C. § 44-04-18, may, under certain circumstances, be open to the public upon request under the North Dakota open records law. Contractor agrees to contact the State immediately upon receiving a request for information under the open records law and to comply with the State's instructions on how to respond to the request. Bid responses are exempt records until the time and date of the bid opening.

7. **Confidentiality.** Contractor agrees not to use or disclose any information it receives from the State under this contract that the State has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this contract or as authorized in advance by the State. The State agrees not to disclose any information it receives from Contractor that the Contractor has previously identified as confidential and which the State determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the North Dakota open records law, N.D.C.C. § 44-04-18. The duty of State and Contractor to maintain confidentiality of information under this section continues beyond the term of this contract, or any extensions or renewals of it.
8. **Contract Amendment.** After a binding contract has been entered into, no changes (i.e. substitution of product or a price adjustment) may be made, unless prior approval has been obtained from the Purchasing Agency.
9. **Inspection and investigations.** The State reserves the right to conduct inspections and investigations related to the Bidder and offered commodities or services, including but not limited to the firm, its facility, personnel, qualifications, and the commodities or and services offered to make determinations regarding compliance with the bid requirements and responsibility of the vendor.
10. **Material and Workmanship.** All material and workmanship shall be subject to inspection and testing by the state either at: (1) the point of manufacturer, or; (2) place of storage, or; (3) upon receipt.
11. **Payment Terms.** 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 invoices and payment inquiries must be directed to the Purchasing Agency.
12. **Force Majeure.** Contractor shall not be held responsible for delay or default caused by fire, riot, acts of God, or war if the event is beyond the Contractor's reasonable control and the Contractor gives notice to the Purchasing Agency immediately upon occurrence of the event causing the delay or default or which is reasonably expected to cause a delay or default.
13. **Severability.** If any term of this contract is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms shall not be affected, and, if possible, the rights and obligations of the parties are to be construed and enforced as if the contract did not contain that term.
14. **Spoilation – Notice of Potential Claims.** CONTRACTOR shall promptly notify STATE of all potential claims which arise or result from this contract. CONTRACTOR shall also take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to the STATE the opportunity to review and inspect the evidence, including the scene of an accident.
15. **Attorney Fees.** In the event a lawsuit is instituted by the STATE to obtain performance due of any kind under this contract, and the STATE is the prevailing party, CONTRACTOR shall, except when prohibited by N.D.C.C. § 28-26-04, pay the STATE's reasonable attorney fees and costs in connection with the lawsuit.
16. **Alternate Dispute Resolution – Jury Trial.** The STATE does not agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution. The parties have the right to enforce their rights and remedies in judicial proceedings. The STATE does not waive any right to a jury trial.
17. **Independent Entity.** CONTRACTOR is an independent entity under this contract and is not a STATE employee for any purpose, including but not limited to the application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the North Dakota Unemployment Compensation Law and the North Dakota Workers' Compensation Act. CONTRACTOR retains sole and absolute discretion in the manner and means of carrying out the CONTRACTOR's activities and responsibilities under this contract, except to the extent specified in this contract.

18. **State Audit.** All records, regardless of physical form, and the accounting practices and procedures of CONTRACTOR relevant to this contract are subject to examination by the North Dakota State Auditor or the Auditor's designee. CONTRACTOR will maintain all such records for at least three years following completion of this contract.

19. **Prepayment.** The STATE will not make any advance payments before performance by the CONTRACTOR under this contract

20. **Termination of Contract**

**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 Contractor, or on any later date stated in the notice, under any of the following conditions:

- 1) If funding from federal, state, or other sources is not obtained or continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term. Any contract modifications the parties may agree to as a result of a reduction in funding must be in writing and signed by both parties.
- 2) If federal or state laws or rules are modified or interpreted in 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.
- 3) If any license, permit, or certificate required by law or rule, or by the terms of this contract, is for any reason denied, revoked, suspended, or not renewed.

Termination of this contract under this subsection is without prejudice to any obligations or liabilities of either party already accrued prior to termination.

**c. Termination for cause.** The State by written notice of default to Contractor may terminate the whole or any part of this contract:

- 1) If Contractor fails to provide the services required by this contract within the time specified or any extension agreed to by the State; or
- 2) If Contractor fails to comply with 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.

Termination under this subsection is effective upon receipt of notice of default, or on any later date stated in the notice, by Contractor. The rights and remedies of the State provided in the above clause related to defaults by 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, 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.



## SPECIAL TERMS AND CONDITIONS

1. **Approved Bidder Registration.** Every person or business entity that desires to bid on contracts for commodities and services must be an approved bidder in order to be placed on the bidders list. Bidders must comply with the bidder registration requirements related to approved bidder registration as set forth in N.D.C.C. § 54-44.4-09 and this solicitation:
  - **Bidders Must Be Approved Before Contract Award.** Bids will be accepted from bidders who are not currently Approved Bidders for the State of North Dakota; however, the successful bidder will 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 Approved Bidder Application to the ND State Procurement Office. Registration instructions and forms are available on-line at: [www.nd.gov/spo/vendor](http://www.nd.gov/spo/vendor). Contact the ND State Procurement Office at 701-328-2683 or [infospo@nd.gov](mailto:infospo@nd.gov) for assistance. The successful bidder must register and become approved within sixty calendar days or shorter time specified in writing by the Purchasing Agency from the date of the Notice of Intent to Award. The bid may be rejected if the bidder fails to register within the specified time period.

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](http://www.nd.gov/spo/vendor).

2. **Award.** Award will be made to the responsible bidder(s) with the lowest priced bid in each group that is responsive to the specifications and all other requirements stated herein. Award will be made as follows:
  - Split award per group
3. **Contract Period.** The contract or contracts issued as a result of this solicitation will be for the period from November 21, 2013 through June 1, 2015 inclusive, with the option to renew the contract for a maximum of a one, two-year additional period, upon mutual agreement, as set forth in a written amendment to this contract.
4. **Delivery.** The Contractor shall deliver the services ordered under this contract as follows:
  - Delivery is required by the date indicated on the cover sheet of this solicitation.

If delivery requirements cannot be met within the specified time, the vendor must notify the Purchasing Agency in writing of the delay and the approximate date delivery may be expected.

5. **Indemnification and Insurance Requirements.** 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 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, in consultation with the North Dakota Risk Management Division. An 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 (**Reference Appendix A**)

6. **Pricing.** Pricing under this contract shall be as follows:

**Pricing, Firm-Fixed with Adjustment Provisions.** The total bid price is to include all discounts and deductions, and is to be less federal and state taxes, for which exemption certificates will be furnished upon request. Pricing shall be firm for the first six (6) months of the contract period, after which time the Contractor may submit a request for a price increase to the Procurement Officer. Requests for a price increase or decrease must include a copy of the manufacturer's official notice or other evidence that the increase or decrease is applicable to all customers. The State reserves the right to accept or reject, within 30 days, or cancel the contract. The price changes will become effective as set forth in a written amendment to the contract. All shipments are to be billed at prices in effect at the time of the order, not the date the shipment is made.

7. **Service Representative.** The bidder must provide a dedicated service representative to provide support for this contract. The bidder shall provide the name and contact information for the service provider. During the contract period, the Contractor shall notify the Facility Manager in the event the Contractor's service representative changes.

<b>NAME OF SERVICE REPRESENTATIVE:</b>	
<b>ADDRESS OF SERVICE REP:</b>	
<b>CITY &amp; STATE &amp; ZIP CODE</b>	
<b>PHONE NUMBER:</b>	
<b>TOLL FREE NUMBER:</b>	
<b>FAX NUMBER:</b>	
<b>E-MAIL ADDRESS:</b>	

## DETAILED SPECIFICATIONS

### PROJECT

The North Dakota Department of Trust Lands is accepting bids for snow removal from the parking lot, off-street parking spots and sidewalks at 1707 North 9<sup>th</sup> Street in Bismarck, North Dakota for the snow removal seasons beginning November 21, 2013 and ending June 1, 2015.

### ON SITE VISIT

Department of Trust Lands Procurement Officer contract manager will be available on the following date and time for any bidder to familiarize themselves with the facility location.

DATE: Wednesday, October 30, 2013

TIME: 9:00 AM to 12:00 PM Central Time

LOCATION: ND Department of Trust Lands, 1707 North 9<sup>th</sup> Street, Bismarck, North Dakota

### CONDITIONS

Contractor shall provide all labor and equipment such as front end pay loader, bobcat, sweeper, truck, shovels, or, any other equipment/materials necessary to perform snow removal.



## CRITERIA

Work specifications for contract with the ND Department of Trust Lands to perform snow removal services at 1707 North 9<sup>th</sup> Street. Bismarck ND 58501.

The services listed below must be performed:

- 1) Snow removal shall consist of removing snow from the parking lot, off-street parking spots and sidewalks.
- 2) Snow shall be removed from parking lot, off-street parking spots and sidewalks whenever snowfall exceeds 1" or additional accumulation of 1" from the last removal.
- 3) Snow removal shall be **completed by 7:00 AM CST** weekdays. Snowfall during business hours of 7:00 a.m. to 5:00 p.m. shall be removed prior to 7:00 a.m. of the **next business day**, unless otherwise requested. ND Department of Trust Lands may request, at their discretion, additional clearing, during heavy snowfalls periods.
- 4) Snow removal on weekends or state recognized holidays shall not be completed prior to midnight of the **next business day**.
- 5) Plowed snow shall be piled on site, at locations determined by the ND Department of Trust Lands, with equipment capable of piling snow at least eight (8) feet high.
- 6) Due to limited parking, ND Department of Trust Lands is requiring the lots to be plowed with a front end loader or skid steer unit with a bucket.
- 7) Care must be taken to prevent damage to parking area, sidewalks, curbs, gutters and lawn. Front end loader or skid steer unit are not allowed on sidewalks, curbs, gutters or lawn.
- 8) ND Department of Trust Lands will determine when parking lot and/or off street parking spots will be sanded. Contractor must provide, or sub contract, sanding services upon request.
- 9) ND Department of Trust Lands will determine when stockpiled snow shall be removed. Contractor must provide, or sub contract, snow-hauling services upon request.
- 10) ND Department of Trust Lands does not have any storage space available for snow removal equipment or supplies. Any equipment or supplies will need to be stored offsite at Contractors expense.
- 11) Billing shall be done on a monthly basis by submitting a numbered invoice for the service(s) provided and including detail of date(s) with type service(s) provided by hour for that month.

## STANDARDS

It is expected that all tasks will be performed as indicted. If the Contractor does not complete the tasks as indicated, the ND Department of Trust Lands reserves the right to discontinue service and search for another provider without penalty. All work shall be completed in a professional manner. Unprofessional or unfinished work shall not be allowed and shall be a reason for termination of the contract. Non-compliance with itemized criteria shall be another reason for termination of the contract.

**Safety Requirements.** The Contractor shall keep informed of and comply with all federal, state, and local laws, regulations, and other legal requirements governing the safety, health, sanitation, and performance of the contract in general. In addition, the Contractor shall provide, inspect and maintain all safeguards, and safety devices, protective equipment, safety programs, and other needed actions that are necessary to execute this contract.

GROUP NO.	QTY	UNIT	DETAILED SPECIFICATIONS		Hourly Rate
1.	1	hr	Provide hourly rate using front end loader and/or skid steer unit with bucket for parking lot and off street parking spots snow removal. This rate will be used to determine contract award to the lowest responsive bidder.		\$
	1	Each Time	Provide rate for sanding parking lot and off street parking spots in case of heavy ice accumulations. This rate will not be used in the cost evaluation process.		\$
	1	hr	Provide hourly rate for haul truck to remove stockpiled snow. This rate will not be used in the cost evaluation process.		\$

GROUP NO.	QTY	UNIT	DETAILED SPECIFICATIONS		Hourly Rate
2.	1	hr	Provide hourly rate for sidewalk snow removal. Front end loader or skid steer unit are not allowed on sidewalks, curbs, gutters or lawn for snow removal. This rate will be used to determine contract award to the lowest responsive bidder.		\$
	1	Each Time	Provide rate for sanding or de-icing sidewalks as needed. This rate will not be used in the cost evaluation process.		\$

**Bidder's Name:**

# APPENDIX A

## Indemnification and Insurance Standards

(ENDORSEMENT TO POLICY IS NECESSARY)

### Indemnification

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. This obligation to defend, indemnify, and hold harmless does not extend to professional liability claims arising from professional errors and omissions. 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.

### Insurance

Contractor shall secure and keep in force during the term of this agreement and Contractor shall require all subcontractors, prior to commencement of an agreement between Contractor and the subcontractor, to 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, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.
- 2) Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.
- 3) Workers compensation coverage meeting all statutory requirements. The policy shall provide coverage for all states of operation that apply to the performance of this contract.

The insurance coverages listed above must meet the following additional requirements:

- 1) Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.
- 2) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by the State. The policies shall be in form and terms approved by the State.
- 3) The duties to defend, indemnify, and hold harmless the State under this agreement shall not be limited by the insurance required in this agreement.
- 4) The state of North Dakota and its agencies, officers, and employees (State) shall be endorsed on the commercial general liability policy, including any excess policies (to the extent applicable), as additional insured. The State shall have all the benefits, rights and coverages of an additional insured under these policies.
- 5) The insurance required in this agreement, through a policy or endorsement, shall include:
  - a) "Waiver of Subrogation" waiving any right to recovery the insurance company may have against the State;
  - b) a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State representative;

- c) a provision that any attorney who represents the State under this policy 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. § 54-12-08;
  - d) a provision that Contractor's insurance coverage shall be primary (i.e. pay first) as respects any insurance, self-insurance or self-retention maintained by the State and that any insurance, self-insurance or self-retention maintained by the State shall be in excess of the Contractor's insurance and shall not contribute with it;
  - e) cross liability/severability of interest for all policies and endorsements;
  - f) the legal defense provided to the State under the policy and any endorsements must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary;
  - g) 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.
- 6) The Contractor shall furnish a certificate of insurance to the undersigned State representative prior to commencement of this agreement. All endorsements shall be provided as soon as practicable.
- 7) Failure to provide insurance as required in this agreement is a material breach of contract entitling the State to terminate this agreement immediately.