



North Dakota Association of Rural Electric Cooperatives
3201 Nygren Drive NW • P.O. Box 727 • Mandan, ND 58554-0727



ND
Living

Phone: 701.663.6501 or 800.234.0518
Fax: 701.663.3745 www.ndarec.com

January 19, 2017

Name
Company
Address
City/State

RE: Request for proposal and information regarding emergency restoration assistance rates for 2017

On behalf of the North Dakota’s rural electric cooperatives, North Dakota Association of Rural Electric Cooperatives (NDAREC) is seeking emergency restoration assistance rates for the 2017 calendar year.

NDAREC is accepting request for proposal (RFP) to provide supervision, labor, per diem rates, and equipment to assist in construction, maintenance and emergency restoration assistance for rural electric cooperatives’ electrical infrastructure throughout North Dakota. The contract term will be in effect for 2017. These rates shall be made available exclusively to the NDAREC and its member-cooperatives, when required, for emergency restoration assistance.

Please use the attached rate sheet (FORM A – CONTRACTOR’S PRICE LISTING) to provide rates for each category of resource and equipment. If you have specific terms and conditions, please attach in a separate appendix. Please provide your company’s information on the attached (FORM B – CONTRACTOR’S INFORMATION). NDAREC will make these rates available to their member cooperatives.

In the event of the request for emergency restoration, North Dakota rural electric cooperatives will review the RFPs submitted to NDAREC. They will request assistance and a contract will be established between the electric cooperative and the contractor responding to aid. Attached is the emergency response agreement (FORM C – SAMPLE OF EMERGENCY RESPONSE AGREEMENT) that may be established between the rural electric cooperative and the responder at the time of need.

Rural electric cooperatives are also accepting unit pricing for permanent work on a unit price basis. A complete list of member cooperatives can be found at <http://www.ndarec.com/node/44>.

Additional information and regular communication from NDAREC can be found at the following sites;

- www.ndarec.com
- www.facebook.com/ndarec
- www.facebook.com/northdakotaliving
- www.twitter.com/ndarec

If you have any questions or require further information on submitting your rates, please feel free to contact me directly.

We appreciate your partnership.

Christina Roemmich, director of safety services
701.667.6410
croemmich@ndarec.com

(FORM A – CONTRACTORS PRICE LISTING)

This request for proposal (RFP) for construction, maintenance and restoration of electrical power will be made available to all members of the North Dakota Association of Rural Electric Cooperatives (NDAREC). The RFP is valid for 2017.

LINE CREW CLASSIFICATION	STRAIGHT-TIME HOURLY	OVERTIME HOURLY	DOUBLE-TIME HOURLY
Superintendent			
General Foreman			
Line Foreman			
Lineman			
Apprentice			
Operator			
Ground Hand			
Truck driver			
EQUIPMENT TYPE	HOURLY RATE	EQUIPMENT TYPE	HOURLY RATE
Pickup Truck, 1 ton (4x4)		Truck, 2.5 ton	
Pickup Truck, ¾ ton (4x4)		Trackhoe	
Pickup Truck, ½ ton (4x4)		Backhoe	
Flatbed Truck (4x4)		Skidsteer Loader	
Primary Fault Locator		Boom Truck/Digger Derrick	
Bucket Truck 35-50		Crane, up to 30 ton	
Bucket Truck 50+		Crane, 30-ton plus	
Digger Derrick Truck		Dump Truck, single axle	
Digger Derrick Truck 50+		Dump Truck, tandem axle	
Pole Trailer		Material Handler	
Material Trailer		Backyard Machine	
Tool Trailer		All-Terrain Vehicle	
Haul Truck w/Trailer		LIST ADDITIONAL EQUIPMENT	HOURLY RATE
Low Boy Trailer			
Reel Trailer			
Dozer			
Track Bucket			
Track Digger			
Wire Pulling Rig			
Trencher, walk behind			
Trencher			
Pay Loader			
MEALS AND LODGING	DAILY RATE/WORKER		
Daily Per Diem for Lodging & Meals			
MOBILIZATION	MILEAGE RATE	FLAT RATE	
Mobilization & Demobilization Rates			



I acknowledge that these prices are valid whether a disaster declaration was made or not. Initial here:

_____ Date: _____

(FORM B – CONTRACTOR’S INFORMATION)

SCOPE OF WORK			
Contractors, responding to emergency restoration, should be prepared to aid the rural electric cooperatives (REC) in the demolition and debris removal of damaged electrical transmission and distribution systems and electrical facilities. Contractors should also be prepared to aid in the repair, restoration and replacement of damaged electrical facilities by replacing broken poles, repairing and replacing conductors to restore power and rebuild the affected electrical system to RUS specifications. The area of restoration will be identified by the effected electric cooperative(s) and defined by North Dakota counties. The scope of work will continue to evolve as the damage assessment adds more information to the damage description and the progress from emergency response to emergency restoration develops.			
CONTRACTOR INFORMATION			
COMPANY NAME			
ADDRESS			
CITY/STATE/ZIP			
TELEPHONE			
PLEASE COMPLETE THE FOLLOWING CONTRACTOR REQUIREMENTS			
Contractor License Number			
North Dakota Contractor License Number			
Certificate of Liability Insurance Number			
Worker’s Compensation Insurance Number			
PLEASE COMPLETE THE FOLLOWING DEMOGRAPHICAL QUESTIONS		YES	NO
The company is ethnic minority owned &/or employs ethnic minorities?			
The company is a woman Cooperative &/or employs women?			
The company is a veteran Cooperative &/or employs veterans?			
The company employs greater than 50 employees?			
The company operates by a defined safety program or safe work practice manual?			
PLEASE PROVIDE REFERENCES OF PAST WORK PERFORMED, if available			
COMPANY NAME	COMPANY CONTACT PERSON	TELEPHONE/EMAIL	

By: _____

Name: _____

Title: _____

Date: _____

(FORM C – SAMPLE OF EMERGENCY RESPONSE SERVICE AGREEMENT)

EMERGENCY RESPONSE SERVICE AGREEMENT

This agreement ("Agreement") is entered into, to be effective as of [ENTER DATE] ("Effective Date"), by and between [ENTER COOPERATIVE'S NAME] ("Cooperative") and [ENTER CONTRACTOR'S NAME] ("Contractor").

SECTION 1. AGREEMENT. The undersigned independent "Contractor" hereby agrees to furnish all equipment, fuel, machinery, tools, labor, transportation, licenses, permits, safety equipment, and all other means required, for the prices hereinafter stated, to perform the work for the undersigned Cooperative, as follows:

Electric Distribution or Transmission Line Emergency Restoration and/or Construction, rebuilding, replacement, retirement, removal, pole changeout, conductor replacement, or general maintenance activities as described in the contractors attached rate schedule. Contractor has previously submitted labor and equipment charges based on Cooperative's request for proposal (RFP) describing the scope of work and pricing format. Materials will be supplied by the Cooperative.

SECTION 2. FEES AND BILLING PROCEDURES. Cooperative will pay Contractor for reasonable costs, within thirty (30) days after receipt of a statement from Contractor, for completed work as described herein, the attached RFP or on an attached schedule.

Work under this contract shall not exceed \$ _____ unless by subsequent change of scope and written agreement of the Cooperative.

SECTION 3. NON-BINDING TERMS. Any terms and conditions that are typed, printed, or otherwise included in any Contractor invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon Cooperative, and no action by Contractor (including, without limitation, the payment of any such invoices in whole or in part) shall be construed as binding Cooperative with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Contractor and Cooperative in writing, and is binding upon Cooperative with respect to such invoice by virtue of this Agreement or a binding amendment thereto.

SECTION 4. PERFORMANCE. The manner of performance of the work, and all equipment and employees used therein, shall be subject to the inspection and approval of the Cooperative. The acceptance of any workmanship by the Cooperative shall not preclude the subsequent rejection thereof if such workmanship shall be found unsuitable. Workmanship found unsuitable shall be remedied by and at the expense of the Contractor. The Contractor shall have competent supervision and skilled workmen for the type of work performed. The Cooperative has the right to require the Contractor to increase the number of employees and to increase or change the kind of tools and equipment if at any time the progress of work is unsatisfactory to the Cooperative. Cooperative may terminate this contract for any reason. This contract is non-exclusive. Contractor shall maintain accurate records detailing its performance and billing.

No contract employee will work beyond sixteen continuous hours per day without written approval from the Cooperative's project coordinator.

SECTION 5. PROTECTION TO PERSONS AND PROPERTY. Contractor shall always take all reasonable precautions for the safety of employees on the project and of the public, and to protect all property of others from damage. If any property is damaged during the work, the Contractor shall at its own expense restore any or all such damaged property to as good a state as before such property damage occurred.

Contractor shall comply with all applicable provisions of federal, state, and local laws, regulations, safety laws or codes, permits, standards, and building or construction codes, as well as the safety procedures designated by the manufacturer of any contractor equipment. Contractor will provide their safe work practice manual to the Cooperative and the Cooperative will inter make their safe work practice manual available. The Contractor will follow their safe work practices or the Cooperative's, whichever is more stringent.

The Contractor shall be responsible for any fines or penalties assessed to the Contractor. The Cooperative reserves the right to require the removal from a project of any employees or equipment if in its judgment such removal is necessary to protect the interests of the Cooperative.

SECTION 6. INSURANCE. Contractor shall carry insurance, to protect the parties hereto from and against any and all claims, demands, actions, judgments, costs, expenses and liabilities of every name and nature which may arise or result, directly or indirectly, from or by reason of such loss, injury or damage.

- (a) The amounts of such insurance against liability due to injury or death of persons or due to damage to property shall be one million dollars (\$1,000,000) combined single limit (CSL). Excess liability insurance shall be a minimum of two million (\$2,000,000)
- (b) Contractor shall also carry such insurance as will protect it from all claims under any Workmen's Compensation Laws in effect that may be applicable to it.
- (c) All insurance required shall remain in force for the entire life of this agreement or any continuation or extension hereof.
- (d) Contractor shall submit to Cooperative certificates by each insurance carrier showing effectiveness of insurance in accordance with this agreement and containing a provision that it will not cancel or change any policy of insurance issued except upon thirty (30) days notice to Cooperative. The Cooperative shall be listed as an additional insured on the certificate of insurance.

SECTION 7. NONASSIGNMENT OF CONTRACT. Contractor shall not sublet or assign this Contract, or any part thereof, or enter any contract with any person, firm or corporation for the performance of the Contractor's obligations hereunder, or any part thereof, without the approval in writing of the Cooperative.

SECTION 8. INDEMNITY. Contractor agrees to defend, pay on behalf of, indemnify and hold harmless Cooperative and its directors, officers, agents and employees from all claims of whatsoever nature of kind, including those brought by employees of Contractor or subcontractors, arising out of or because of any act or failure to act, whether negligent, in connection with the performance of the work to be performed pursuant to this contract by the Contractor its employees, agents, and subcontractors. Contractor agrees to defend and pay all costs in defending these claims, including attorney fees. This contract shall be governed under the laws of the state of North Dakota.

SECTION 9. FORCE MAJEURE. Contractor acknowledges that the services hereunder are intended to be provided in disaster situations, and that Contractor's right to claim excuse for non-performance of this Service or Agreement due to causes beyond its reasonable control shall be limited to governmental legislation, acts, orders, or regulation. However, Contractor shall use its best efforts to minimize the delays caused by any such event. Contractor must notify the Cooperative promptly upon the occurrence of any such event, or performance by Contractor will not be considered excused pursuant to this Section.

SECTION 10. ADVERTISING AND PUBLICITY. Contractor shall not refer to Cooperative directly or indirectly in any advertisement, news release, or publication without prior written approval from Cooperative.

SECTION 11. ENTIRE AGREEMENT. This Agreement and its attached exhibits constitute the entire agreement between the parties and supersede all previous representations, understandings, or agreements between Cooperative and Contractor as to the subject matter hereof. This Agreement may only be amended by an instrument in writing signed by the parties.

ENTER CONTRACTOR'S NAME

ENTER COOPERATIVE'S NAME

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____